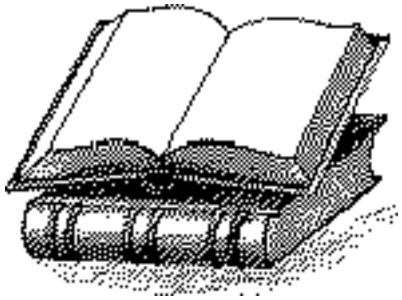
CONTRACT SPECIALIST WORKBOOK

Second Edition
(Revised Through FAC 90-16)



A "How-To" Guide
For Performing 78
Essential Duties

Federal Acquisition Institute
Office of Acquisition Policy
General Services Administration
Washington DC 20405

March 1993

PREFACE

CONTRACT SPECIALIST WORKBOOK, SECOND EDITION

This is the Spring, 1993 update to the Contract Specialist Workbook. Most changes resulted from changes to the Federal Acquisition Regulation (FAR), as published in Federal Acquisition Circulars (FACs) from FAC 90-6 through FAC 90-16. In addition, we rewrote seven Units in part or in whole based on comments from interagency Curriculum Review and Implementation Committees (CRICs), as part of the development of instructional materials to teach those Units.

The following table summarizes the changes to the Contract Specialist Workbook.

Unit	*Basis For Change*	*Nature Of Change*	*Changed Pages*
8 Services	FAC 90-8 §37.112	Requests to contract for private sector temporaries.	8-5
9 Sources	FAC 90-16 §8.002	Deleted references to GSA inventories.	9-7
9 Sources	CRIC Review	"Special Standards of Responsibility" added as a new subpart D.	9-1 through 9-14
10 Set Asides	FAC 90-16 §19.202-1	Notifying SBA when small businesses are not likely to be able to compete for a new requirement for supplies or services currently being provided by a small business.	10-3; 10-5
12 Competition Requirements	Editorial	Editorial change to flowchart	12-4
15 Price-Related Factors	FAC 90-9 §19.202-1	SBA notice requirements if the decision is to NOT divide proposed acquisitions into reasonably small lots.	15-5
16 Technical Evaluation Factors	FAC 90-7 §15.605(e)	Disclosure of significant subfactors.	16-8
16 Technical Evaluation Factors	CRIC Review	Improvements to the flow and wording of critical steps in reviewing proposed factors.	16-1; 16-4 through 16-8
18B Planning a Formal Source Selection	CRIC Review	Improvements to the flow and wording of critical steps in source selection planning.	18-6 through 18-7
24 Solicitation Preparation	FAC 90-7 and 90-11	Revisions to FAR references.	App I, 3-4 App II, 3-4
29 Solicitation Preparation	Editorial	Deleted reference to synopsizing cancellations.	29-6 and 29-7
36 Technical Evaluation	CRIC Review	Improvements to the flow and wording of critical steps in supporting the evaluation of proposals by source selection officials.	36-4 through 36-6

Continued on next page

Unit	*Basis For Change*	*Nature Of Change*	*Changed Pages*
38 Cost and Pricing Data	FAC 90-10 §15.804-2	Changes in dollar thresholds for DoD, NASA, and the Coast Guard. Also, requesting partial or limited data.	38-4 through 38-6
43 Factfinding	CRIC Review	Clarification of the participants in factfinding.	43-5
44 Negotiation Strategy	CRIC Review	Improvements to the flow and wording of critical steps in preparing for discussions.	44-1; 44-3 through 44-7
45 Conducting Negotiations	CRIC Review	Improvements to the flow and wording of critical steps in conducting discussions.	45-1; 45-7 through 45-10
47 Responsibility	FAC 90-8 and 90-10 §25.10; 52.209-8; 52.225-12 & 225-13	Revisions to FAR references.	47-3
48 Subcontracting Requirements	FAC 90-7 §19.708 and 26	Minor revisions.	48-6
52 Protests	FAC 90-16 §33.104	Incorporation of new GAO protest procedures.	52-10 through 52-14
57 Consent to Subcontracts	FAC 90-10 §52.225-13	Revisions to FAR references.	57-3
58 Monitoring, Inspection, and Acceptance	FAC 90-10 and 90-11 §22.15 and 52.225-13	Revisions to FAR references.	58-7
72 Cost Accounting Standards	FAC 90-12 §30	Extension of CAS to civilian agencies.	72-4 through 72-10
75 Contract Modifications	FAC 90-10 §25.10	Revisions to FAR references.	75-5
76 Termination	FAC 90-10 §25.10	Revisions to FAR references.	76-5 and 76-7
78 Claims	FAC 90-10§33.207 & 33.214	Alternate Dispute Resolution.	78-6
TAB D-10 FAR Cross Reference	Various FACs	Revisions to FAR references.	All

TABLE OF CONTENTS

Preface to Second Edition..... iii

Table Of Contents..... v

User's Guide To The Workbook.....Tab A

Guidelines For Training Contract Specialists.....Tab B
Instructions For Training Forms.....Tab B1
Employee Interview .....Tab B2
GS-1102 Individual Developmental Plan.....Tab B3
Certificates of Course Completion.....Tab B4

Procurement Process Charts.....Tab C

Units of Instruction .....Tab D
Units Of Instruction By Title and Part.....Tab D1
Organization and Format.....Tab D2
Presolicitation Units.....Tab D3
Solicitation-Award Units.....Tab D4
Post-Award Units.....Tab D5
Orientation Unit.....Tab D6
Historical Note.....Tab D7
FAI Course Outlines.....Tab D8
Index of Units By Competencies .....Tab D9
FAR Cross Reference.....Tab D10
Index .....Tab D11

TAB A

USER'S GUIDE TO THE WORKBOOK

TAB A: USER'S GUIDE TO THE WORKBOOK

IF YOU ARE:

A Supervisor or Manager of Contract Specialists …

This Workbook can be your tool for planning, evaluating, and documenting classroom and on-the-job training for your employees. Keep one office copy of the Workbook for your own use. Give each trainee a copy to keep at his or her desk.

In particular, see:

TAB B	"Guidelines For Training Contract Specialists." This recommends goals and steps in training Contract Specialists.
TAB B1	"Instructions For Training Forms." This conveys detailed instructions on suggested forms for planning, scheduling, evaluating, and documenting an employee's training.
TAB B2	"Employee Interview." You can use this form to interview your employees as the first step in preparing their Individual Development Plans. The interview's purpose is to pinpoint duties in which a Contract Specialist needs additional training. See TAB B1 for more details on the interview.
TAB B3	"GS-1102 Individual Development Plan." You can use this form to record, schedule, and document coursework and OJT assignments. See TAB B1 for more details on the IDP.
TAB B4	"Certificates of Course Completion." After your employee completes each course in the IDP, place a copy of the Certificate of Completion behind this Tab.
TAB C	"Procurement Process Charts." These provide an overview of the Federal Procurement Process and can serve as a tool for orienting newly hired employees.
TAB D1	"Units of Instruction By Title and Part." This lists the Units of Instruction in the same order as the Procurement Process Charts. It is a handy aid for "looking up" any specific duty.
TABS D3-D6	Behind these tabs are Units of Instruction—one for each of 78 duties plus an "Orientation" Unit. If an employee has never performed a duty, have the employee read the related Unit as the starting point for on-the-job instruction. Each Unit of Instruction also has optional blocks to: • Document the employee's on-the-job training in that duty, and • Certify completion of the on-the-job training assignments (see Tab B1 for more details on the use of these blocks).

TAB A: USER'S GUIDE TO THE WORKBOOK

IF YOU ARE:

A Contract Specialist …

You can use this Workbook for one or more of the following purposes:

√ As a guide to performing 78 Contract Management duties.

√ To identify and report your training needs.

√ To document completion of the coursework and on-the-job training.

In particular, see:

TAB B1	"Instructions For Training Forms." This conveys detailed instructions on suggested forms for planning, scheduling, evaluating, and documenting your training.
TAB B2	"Employee Interview." Use this form to pinpoint duties in which you need additional classroom and on-the-job training. See TAB B1 for guidance on using this form to evaluate your prior training and experience.
TAB B3	"GS-1102 Individual Development Plan" (IDP). You can use this form to identify, schedule, and document coursework and on-the-job training to advance your career. The more duties you are competent to perform, the greater your opportunities for advancement. See TAB B1 for guidance on preparing this IDP.
TAB B4	"Certificates of Course Completion." After you complete each course in your IDP, you can put the Certificate of Completion behind this Tab.
TAB C	"Procurement Process Charts." These provide an overview of the Federal Procurement Process.
TAB D1	"Units of Instruction By Title and Part." This lists the Units of Instruction in the same order as the Procurement Process Charts. It is a handy aid for "looking up" any specific duty.
TABS D3-D6	Behind these tabs are Units of Instruction—one for each of 78 duties and an "Orientation" Unit. Each Unit: • States the duty and standard for performing it. • Lists all FAR sections that apply to performance of the duty. • Flowcharts the steps in performing the duty. • Provides a step by step, task by task breakdown of the duty. • Includes optional blocks to document your on-the-job training in that duty and certify your completion of that training.

TAB A: USER'S GUIDE TO THE WORKBOOK

IF YOU ARE:

An Educator or Instructor …

This Workbook provides the essential foundation for developing instructional or educational materials for 78 Contract Management duties. In particular, see:

TAB C	"Procurement Process Charts." These provide an overview of the Federal Procurement Process.
TAB D1	"Units of Instruction By Title and Part." This lists the Units of Instruction in the same order as the Procurement Process Charts. This table also cross references the Units against the 1989 edition of the Contract Management Training Blueprints.
TAB D2	"Organization and Format"—describes a typical Unit of Instruction and discusses the educational purposes of each section.
TABS D3-D6	Behind these tabs are the 78 Units, each corresponding to a Contract Management Duty, along with a 79th "Orientation" Unit. Each Unit represents a complete blueprint for training the duty, including a Terminal Learning Objective and related Enabling Objectives. (Note—Multi-Part Units have a separate Terminal Learning Objective for each Part.)
TAB D8	"FAI Course Outlines." Presents plans of instruction for 16 courses under development by the Federal Acquisition Institute.
TAB D9	"Index of Units By Competencies." Cross references the Units of Instruction against 51 Competencies.
TAB D10	"FAR Cross Reference." Lists all sections of the FAR cited in the Units, in alpha-numeric order, cross referenced against the Units.

This Workbook is available to Educators and Instructors in both hardcopy and electronic versions. Contract the Federal Acquisition Institute for more details.

Inquiries and Comments

We welcome any inquiries about this document and its potential uses, as well as any comments on technical accuracy and substance. The FAI address and phone number is:

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General Services Administration
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Washington DC 20405
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TAB B

GUIDELINES FOR TRAINING CONTRACT SPECIALISTS

TAB B GUIDELINES FOR TRAINING CONTRACT SPECIALISTS

TAB B GUIDELINES
FOR TRAINING CONTRACT SPECIALISTS

I. GOAL OF TRAINING

Federal departments and agencies are developing comprehensive curricula to systematically develop skill at performing Contract Specialist duties and tasks. The goals of training, correspondingly, are to ensure that all newly hired Contract Specialists:

1. Complete the curriculum required by the employing department or agency.
2. Apply and reinforce skills and knowledge learned in the classroom through on-the-job work assignments, rotational assignments, or practicums.

II. SUGGESTED STEPS IN TRAINING CONTRACT SPECIALISTS

Step 1. Provide the employee with his or her own copy of this Workbook. Carefully review the "Instructions For Training Forms" (TAB B1) for detailed guidance on the forms suggested for the following steps.

Step 2. Interview the employee to determine his or her current proficiency at performing each of the 78 duties represented by "Units of Instruction" in the Workbook. Document the interview on the provided "Employee Interview" form (TAB B2). After completing the form, file it behind TAB B2 of the employee's copy of the Workbook.

Use the interview to identify duties that the employee is already competent to perform. An employee may not need on-the-job training in a duty if:

- The employee has performed the duty, and
- The employee's supervisor is satisfied that the employee can satisfactorily perform the duty.

Also use the interview to identify courses already completed by the employee as a basis for determining formal training needs.

Step 3. Prepare an Individual Development Plan (IDP) for the employee, using the form provided in TAB B3. Use the IDP to list courses planned for the employee. For each course, further designate the related "Units of Instruction"—one per duty—for on-the-job training. The IDP also includes blocks for:

- Scheduling classroom and OJT assignments.
- Recording completion of classroom and OJT assignments.

File the IDP behind TAB B3 of the employee's copy of the Workbook.

Step 4. Per the IDP, enroll the employee in the courses. File copies of course completion certificates behind TAB B4 of the employee's copy of the Workbook.

Step 5. Per the IDP, provide on-the-job training. Ideally, the employee should complete all OJT Units related to a given course within six months after completing the course. OJT Units can be completed through such means as: (1) Work Assignments, (2) Rotational Assignments, (3) Practicums, or (4) Special Projects.

Document completion of each OJT Unit on the forms for that Unit in TAB D of the employee's copy of the Workbook. Each Unit in TAB D has a Statement of Completion (or, in multi-Part Units, a separate Certification of completion for each Part). Record the evaluator's name, title, and date as indicated. Also ensure that the evaluator has docu-

mented the OJT assignment for that Unit (or the applicable Part or Parts) on the form(s) included with the Unit entitled “Documentation of OJT Assignments”.

Step 6. Periodically monitor the employee's progress.

Step 7. When the employee has completed all training in the IDP, consider awarding a certificate to the employee or otherwise provide recognition for this accomplishment.

INSTRUCTIONS FOR TRAINING FORMS

I. GS-1102 EMPLOYEE INTERVIEW (TAB B2)

A. Purpose.

The purpose of the Interview is to identify those duties for which Contract Specialists need additional training.

B. Description.

Exhibit 1 is an excerpt from the Employee Interview form.

EMPLOYEE INTERVIEW

Use this form to interview each Contract Specialist (GS-1102) as the basis for preparing GS-1102 Individual Development Plans. After completing the form, file it behind TAB B2 of the employee's copy of the Workbook.

If the employee has not performed the duty, check NO and leave the other columns blank. If the employee has previously performed the duty, check YES and describe the work assignment or assignments which provided experience in performance of the duty.

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
3	**Purchase Requests**—Review the purchase request (PR), obtain additional information and corrections to complete the PR, accept the PR, establish the contract file, and control data on the acquisition.			

Exhibit 1

TAB B-1 INSTRUCTIONS FOR TRAINING FORMS

Use the column headed “Describe Assignment” in Exhibit 1 above to record prior training, education, and experience which provided the skills, knowledge and abilities necessary to perform the duty. In describing the assignment, provide all facts necessary to support a determination on whether the employee needs additional on-the-job training.

The Employee Interview form also has fields to record the employee's past coursework. Exhibit 2 is an excerpt from those fields (with sample course titles).

FORMAL CLASSROOM TRAINING		COMPLETED		DATE COMPLETED & SOURCE
Course	Title	No	Yes	(MONTH/YEAR & NAME OF TRAINING FACILITY)
I	Introduction to Contracting			
II	Procurement Planning			
III	Small Purchases			
IV	Contracting by Sealed Bidding			
V	Price Analysis			
VI	Contracting By Negotiation			
VII	Cost Analysis			
VIII	Negotiation Techniques			
IX	Government Contract Administration			
X	Government Contract Law			
XI	Types of Government Contracts			
XII	Source Selection			
XIII	Advanced Procurement Management			
XV	Advanced Cost and Price Analysis			
XV	Advanced Contract Administration			
XVI	Termination			

Exhibit 2

TAB B-1 INSTRUCTIONS FOR TRAINING FORMS

III. INDIVIDUAL DEVELOPMENT PLAN (TAB B3)

A. General.

Base the Individual Development Plan (IDP) on the Employee Interview (TAB B2). List courses that are planned for the employee. For each course, also list Units of Instruction from Tabs D3-D5 that represent duties covered in the course.

Schedule the employee for all courses listed in the IDP. If an employee has already completed the course (or an approved equivalent), enter the date of completion.

Also schedule the employee for on-the-job training in all Units listed on the IDP. If, upon reviewing the Interview Form (TAB B2), you decide that one of your employees has had sufficient experience and training in the Unit, enter “PE” (for Prior Experience) in the “Learning Method” column in the row for the related OJT Unit (to give the employee credit for every duty that the employee is competent to perform).

The IDP should cover an employee's development through completion. Although there is no time limit for completion, generally employees will need 5 to 6 years to complete all training assignments.

File the completed IDP behind TAB B3 in the employee's copy of the Workbook.

B. Description.

The GS-1102 Individual Development Plan has blocks to record both courses and On-The-Job Units of Instruction that are to be scheduled and completed. The following is an excerpt from a sample GS-1102 Individual Development Plan.

TAB B-1 INSTRUCTIONS FOR TRAINING FORMS

GS-1102 INDIVIDUAL DEVELOPMENT PLAN FOR CONTRACT SPECIALISTS

A. COURSE	B. DATE SCHEDULED	C. DATE COMPLETED	D. OJT UNITS	E. LEARNING METHOD(S)	F. DATE SCHEDULED	G. DATE COMPLETED
PROCUREMENT PLANNING GSA Training Center			3. Purchase Requests			
			4. Funding, Part A			
			5. Market Research			
			6. Specifications			
			8. Services			
			9. Sources			
			10. Set Asides			
			12. Competition Requirements			
			14. Lease V. Purchase, Part A			
			17. Method of Procurement			
			18. Proc. Planning, Part A			

Exhibit 3

Instructions for completing each Block of the IDP follow.

BLOCK A. COURSE

Use this block to list each course planned for the employee. Record both course title and the name of the training facility.

BLOCK B. DATE SCHEDULED

In this block, record the proposed date on which the employee will be scheduled to attend the corresponding course identified in Block A. Enter the month and year in which the course is scheduled to begin.

BLOCK C. DATE COMPLETED

In this block, record the date on which the employee has completed the corresponding course identified in Block A. Include a copy of the training certificate in TAB B4.

BLOCK D. OJT UNITS

Use this block to list OJT Units of Instruction (using the titles and numbers of the corresponding Units Of Instruction from Tab D3, D4, or D5).

TAB B-1 INSTRUCTIONS FOR TRAINING FORMS

You might not wish to incorporate all Units from TAB D in the IDP. For example, the following Units of Instruction are not mandatory in GSA:

19.5E	Fixed Price With Prospective or Retroactive Price Redeterminations
19.5F	Firm Fixed Price—Level of Effort Contracts
19.6D	Cost—No Fee & Cost Sharing Contracts
70E	Price Redeterminations
71	Accounting and Estimating Systems
72	Cost Accounting Standards
75C	Extraordinary Contractual Actions

BLOCK E. LEARNING METHODOLOGY

In this block, record the methodology for providing on-the-job training in each OJT Unit Of Instruction. Types of developmental activities that can be used in developing the IDP are:

1. Work assignment: This method involves assignments of work to the employee within the office which provides the employee with an opportunity to practice performance of the duty represented by the corresponding OJT Unit. On-the-job training is best conducted in the context of the employee's current work assignment. When assigning such work, provide initial guidance and all materials necessary to do the duty and related tasks in the OJT Unit. In addition, provide the employee with opportunities to discuss the work as it is being performed and your evaluation of the employee's handling of the assignment. Use the evaluation forms in the Workbook to document and certify an employee's mastery of the duty. Include the completed forms in the employee's copy of the Workbook.

2. Rotational assignments: This method involves a change of assignment through a mechanism other than a permanent promotion or change in assignment. A rotational assignment usually does not involve a change in organizational location or job description. During the rotational assignment, the employee must be provided an opportunity to practice performance of the one or more of the duties represented by OJT Units from the employee's IDP. Rotational assignments can be for a period of one day up to three months. Time periods should not exceed what is necessary to complete on-the-job training in the specified OJT Units of Instruction. Ask the supervisor in the rotational office to evaluate your employee using evaluation forms from the Workbook. Include the completed and signed forms in the employee's copy of the Workbook.

3. Practicum assignments: The Federal Acquisition Institute plans to issue self-instructional exercises which can be used, in lieu of an actual work assignment, to provide the employee with an opportunity to practice performance of a duty represented by one of the OJT Units. Practicums are self-instructional exercises designed to provide an opportunity to practice a duty under simulated conditions. Each practicum includes a "school solution" for the evaluator and forms for documenting and certifying an employee's mastery of the duty. Include the completed forms in the employee's copy of the Workbook.

4. Other Methods : Assign a comparable developmental activity as long as it provides the employee with an opportunity to practice performance of the duty and related tasks from the OJT Unit of Instruction.

If the OJT Unit is to be accomplished through a Work Assignment, enter the number 1 in this block. If the OJT Unit is to be accomplished through a Rotational Assignment, enter the number 2 in this block. If the OJT Unit is to be accomplished through a Practicum enter the number 3 in this block. If the OJT Unit is to be accomplished through another type of assignment, enter the number 4 in this block and on the back of the IDP describe the assignment .

BLOCK F. DATE SCHEDULED

In this block, record the proposed date on which the employee has been scheduled to begin the corresponding OJT Unit of Instruction identified in Block D. Enter the month and year in which the work on the Unit is scheduled to begin. Ideally, all the OJT Units for a course should be scheduled and completed within six months after the employee has finished the corresponding course. However, OJT Units may be scheduled in any order that is convenient given the workload and available opportunities for the performance of the duties and tasks represented by each OJT Unit.

Note that some courses may not have any corresponding OJT Units of Instruction. A typical example is “Contract Law.”

BLOCK G. DATE COMPLETED

In this block, record the date on which the employee completed the corresponding OJT Unit of Instruction identified in Block D. Complete and sign the evaluation forms for the Unit (TAB D).

Below is a sample IDP.

A. COURSE	B. DATE SCHEDULED	C. DATE COMPLETED	D. OJT UNITS	E. LEARNING METHOD(S)	F. DATE SCHEDULED	G. DATE COMPLETED
PROCUREMENT PLANNING	Apr-99	Apr-99	3. Purchase Requests	1	Apr-99	May-99
			4. Funding, Part A	1	May-99	May-99
			5. Market Research	1	May-99	Jun-99
GSA Training Center			6. Specifications	1	May-99	May-99
			8. Services	1	May-99	May-99
			9. Sources	2	Jul-99	Sep-99
			10. Set Asides	2	May-99	Jun-99
			12. Competition Requirements	1	Jul-99	Jul-99
			14. Lease V. Purchase, Part A	1	May-99	Jan-00
			17. Method of Procurement	3	Aug-99	Aug-99
			18. Proc. Planning, Part A	1	Jun-99	Jun-99

Exhibit 4

TAB B-1 INSTRUCTIONS FOR TRAINING FORMS

IV. COURSES (TAB B4)

File certificates of completion for IDP courses behind TAB B4.

V. ON-THE-JOB UNITS OF INSTRUCTION (TAB D)

A. Description

The Federal Acquisition Institute has prepared 78 Units of Instruction for assigning and documenting the employee's on-the-job training. Each Unit of Instruction represents a duty or duties in which Federal Contract Specialists generally should have some degree of proficiency.

B. On-the-Job (OJT) Units of Instruction

The Units of Instruction are presented and numbered in an order that parallels the sequence of events in the procurement process. The Procurement Process Chart (TAB C) identifies the 78 duties by title. Trainees should not ordinarily start with Unit 1 and complete each Unit in turn. Rather, trainees should complete duties in the order prescribed by their respective Individual Development Plans.

C. Completing OJT Units

Employees should complete OJT Units through the Learning Methodology recorded on their IDP (see section III, Block E above).

D. Documenting OJT Assignments

Each Unit of Instruction includes one or more worksheets to record the employee’s OJT assignment(s) and date(s) of completion. A sample of a completed OJT assignment is shown in Exhibit 5.

TAB B-1 INSTRUCTIONS FOR TRAINING FORMS

UNIT 3 PURCHASE REQUESTS

DOCUMENTATION OF OJT ASSIGNMENTS
Description of Assignment: *Task 1: Ms. Smith reviewed a PR for 100 gear pullers and correctly identified 2 omissions and 5 deficiencies in the PR.* *Task 2: Ms. Smith prepared a record of her contact with the requiring activity. She met with Susan Jones, head of the requiring activity, and discussed the 2 omissions and 5 deficiencies. Ms. Smith accurately represented the potential impact of each omission and deficiency on the procurement and gave Ms. Jones a date for supplying corrections and additional information.* *Task 3: Ms. Smith recommended accepting the PR following receipt of corrections and supplementary information from the requiring activity; the trainee recorded the PR and entered the PALT starting date in the office tracking system.* *Task 4: Contract file established in accordance with agency regulations.* *Task 5: Ms. Smith compiled a list of procurement officials for the PR* *Task 6: Ms. Smith followed office instructions for securing files. With respect to the PR for 100 gear pullers, she briefed Susan Jones on the requiring activity's responsibilities for protecting information on the procurement.*
Evaluation: *After working with Ms. Jones, the PR assigned to Ms. Smith was complete and sufficient for the procurement.* *I attended the trainee's briefing on disclosure with Susan Jones. The trainee presented an accurate and complete rundown of the disclosure rules and correctly answered Ms. Jones questions concerning them.*
Completion Date: *March 20, 1990*

Exhibit 5

E. Certifying completion of OJT Assignments

The first page or pages of each Unit of Instruction includes a form to certify completion of the OJT assignment(s) related to the Unit. A sample Certificate of Completion is shown in Exhibit 6. In the block for the evaluator, identify the supervisor or other management official who assigned, supervised, and evaluated the OJT assignment.

UNIT CERTIFICATION

Statement of Completion

_____J. Smith_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	1. Accept the Purchase Request or request additional signatures and/or information from the requiring activity to complete the Purchase Request. 2. Establish files on accepted Purchase Requests and control information on the procurement prior to solicitation.
Conditions	Given Purchase Requests and the Guidelines For Reviewing Purchase Requests (Appendix 1)
Overall Standard(s)	Purchase requests, after review by the Contract specialist, contain all elements necessary to proceed with the procurement. Data on planned procurements are not disclosed to competing contractors prior to solicitation, save as provided in Unit 7.

Evaluator

_____V. Enterprise_____
Name

_____Supervisory Contract Specialist _____
Title

_____March 22, 1990_____
Date

Exhibit 6

Some Units have multiple Parts. For these Units, a separate Certification block is provided for each Part. When the employee completes any assigned Part, the evaluator should at that time complete the Certification block without regard to the other Parts. A sample multi-Part Certification is shown in Exhibit 7. In the block for the evaluator, enter the name of the supervisor or other management official who assigned, supervised, and evaluated the OJT assignment.

UNIT 4 FUNDING

Certification for Part A: Funded Requirements

Duty	Determine if funds are available to commit the Government on a contractual action before solicitation.
Conditions	Given Purchase Requests and data on the market.
Overall Standard(s)	Correctly identify the type of funds provided, the period funds expire, and the amount of additional funds needed.
Evaluator	Name _____ V. Enterprise _____
	Title _____ Supervisory Contract Specialist _____
	Date _____ March 27, 1991 _____

Certification for Part B: Additional Requirements

Duty	Determine whether to provide for additional requirements in the contract (e.g., through multiyear or option provisions and clauses).
Conditions	Given Purchase Requests and data on the market.
Overall Standard(s)	Select multiyear, option, or indefinite delivery clauses and/or provisions for the solicitation when such clauses and/or provisions would lower the expected cost to the Government of meeting additional requirements.
Evaluator	Name _____
	Title _____
	Date _____

Exhibit 7

TAB B2

EMPLOYEE INTERVIEW

TAB B-2 EMPLOYEE INTERVIEW

TAB B2: EMPLOYEE INTERVIEW

Use this form to interview each Contract Specialist (GS-1102) as the basis for preparing individual development plans. After completing the form, file it behind TAB B2 of the employee's copy of the Workbook.

If the employee has not performed the duty, check NO and leave the other columns blank. If the employee has previously performed the duty, check YES and describe the work assignment or assignments which provided experience in performance of the duty.

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
1	**Forecasting Requirements**—Collect data from requirements managers on future acquisition requirements. Advise the managers on policies and long-range strategies for enhancing competition, minimizing costs, reducing lead-times, etc. Plan and organize to meet the anticipated, aggregate requirements of the activity.			
2	**Acquisition Planning**—Assist managers in preparing written, formal acquisition plans.			
3	**Purchase Requests**—Review the purchase request (PR), obtain additional information and corrections to complete the PR, accept the PR, establish the contract file, and control data on the acquisition.			

UNIT	DUTIES/TASK	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
4A	**Funding (Funded Requirements)—** Determine if sufficient, applicable funds have been committed prior to solicitation.			

TAB B-2 EMPLOYEE INTERVIEW

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
4B	**Funding (Additional Requirements)**—Determine whether to solicit for currently unfunded, prospective requirements, through such means as multiyear clauses (e.g., FAR 52.217-1), options, or Indefinite Quantity or Requirements contracts.			
5	**Market Research—**Review acquisition histories. Identify and collect market data related to (1) analyzing the requirement, (2) determining the extent of competition, (3) planning source selection, (4) selecting terms and conditions for the solicitation, (5) soliciting offers, and (6) evaluating offers.			
6	**Specifications**—Review specifications and related aspects of the requirement (e.g., for the "Schedule"—UCF §B-H).			
7	**Statement of Work**—Review statements of work and related aspects of the requirement (e.g., for the "Schedule"—UCF §B-H).			
8A	**Services (Authority to purchase services)**—Screen PRs for requests to acquire personal services or advisory and assistance services. Determine whether there is sufficient justification, approvals, and legal authority to make such acquisitions.			

TAB B-2 EMPLOYEE INTERVIEW

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
8B	**Services (Service Contract Act Wage Determinations)**—Where applicable, request Wage Determinations for incorporation in the solicitation.			
9	**Source Lists**—Screen purchase requests against (1) required sources of supply; (2) QBLs, QMLs, and QPLs; and (3) interagency sources. If none apply, develop and maintain an open market source list.			
10	**Set-Asides**—Determine whether the procurement is to be set-aside in part or in whole for sm business concerns and/or concerns in labor surplus areas.			
11	**8(a) Contracts**—Determine whether to obtain the supply or service through SBA under the 8(a) program and, where appropriate, award an 8(a) contract.			
12	**Competition Requirements**—Determine whether to meet the requirement through "other than full and open competition" or after the exclusion of sources.			

TAB B-2 EMPLOYEE INTERVIEW

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
13	**Unsolicited Proposals**—Process unsolicited proposals and determine whether to noncompetitively acquire the offered services.			
14A	**Lease Vs. Purchase—**Determine whether to solicit for lease, purchase, or both.			
14B	**Lease Vs. Purchase--**Compare offers to sell property to the Government against offers to lease the property to the Government. Determine whether purchase or lease represents the lowest total discounted cost to the Government.			
15	**Price Related Factors**—Identify applicable factors (e.g., multiple award, Buy American, energy efficiency, transportation, life cycle costs) for the solicitation.			
16	**Technical/Business Mgt. Factors—**Review proposed business management and technical evaluation factors; determine how the factors will be applied in evaluating offers (i.e., as go/no-go or ranking factors). Determine whether to award on "lowest price" or "greatest value."			

TAB B-2 EMPLOYEE INTERVIEW

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
17	**Method of Procurement**—Determine whether the supply or service will be acquired by a simplified purchasing procedure, sealed bidding, two-step sealed bidding, or negotiations.			
18A	**Procurement Plans**—Establish milestones for solicitation, evaluation, and award tasks. Identify responsible parties and assign tasks.			
18B	**Formal Source Selection Planning—** Identify the Source Selection Authority (SSA). Assist the SSA in organizing, staffing, and managing a source selection board and subcommittees.			
19	**Contract Type**—Identify and solicit the type of contract that will best mitigate and apportion expected risks.			
20	**Letter Contracts**—Determine whether to use a letter contract, draft and issue letter contracts, and definitize the contracts.			

TAB B-2 EMPLOYEE INTERVIEW

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
21	**Contract Financing**—Determine whether to provide for the availability of Government financing and the type of financing to make available (e.g., progress payments, advance payments, guaranteed loans, etc.).			
22	**Use of Government Property**—Determine whether to furnish Government property.			
23	**Bonds (Need For)—**Determine whether bonds are required or necessary to protect the Government from market risks.			
24A & 24B	**Solicitation Preparation** —Identify and incorporate provisions and clauses that apply to the acquisition. Assemble an Invitation for Bids (IFB) or assemble a Request for Proposals (RFP).			
25	**Publicizing Proposed Procurements**—If required, prepare and forward the CBD notice. Select and employ any other method for publicizing the requirement. Issue the solicitation to potential offerors and otherwise make it available.			

TAB B-2 EMPLOYEE INTERVIEW

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
26A & B	**Preaward Inquiries**—Answer questions about the solicitation.			
26C	**Preaward Inquiries--**Process Freedom of Information requests.			
27	**Prebid/Preproposal Conferences**—Provide offerors with a public forum to review the site (if any), question the solicitation, and express any concerns about the solicitation.			
28	**Amending Solicitations**—Determine whether there is a need to amend or cancel the solicitation. If an amendment is necessary, prepare and issue it.			
29A & 29B	**Cancelling Solicitations**—Cancel an IFB before opening. Cancel an RFP before the closing date.			

TAB B-2 EMPLOYEE INTERVIEW

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
29C	**Cancelling IFBs (After Opening)**—Determine the necessity for cancelling an IFB after opening and, if necessary, effect the cancellation.			
30	**Processing Bids**—Receive and control bids submitted against an Invitation for Bids. Determine whether to postpone the bid opening. Open and abstract bids.			
31	**Bid Acceptance Periods**—Identify the acceptance period for the low bid. If award will be delayed, ask the low bidders to extend the period for accepting their bids.			
32	**Late Bids**—Determine whether a "late" bid may be considered for award.			
33	**Bid Prices**—Applying the price related factors in the IFB, identify the low bid for each potential award against the IFB. Determine the reasonableness of the lowest price bid. Select the appropriate option if the lowest price is unreasonably high (e.g., cancellation) or unreasonably low (e.g., verification of the bid).			

TAB B-2 EMPLOYEE INTERVIEW

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
34	**Responsiveness**—Determine whether the lowest bid is responsive to the terms and conditions of the IFB. Resolve minor informalities and irregularities. Reject nonresponsive bids.			
35	**Processing Proposals**—Receive and control proposals submitted in response to RFPs. Identify and request the services of technical and other personnel for proposal evaluation.			
36	**Technical Evaluation**—Review the findings and recommendations of technical personnel on (a) technical deficiencies in the offer, (b) reasonableness of the proposed tasks, schedule, labor hours, material mix & quantities, etc., and (c) the ranking of proposals based on the RFP's technical and business management factors.			
37	**Price Objectives—**Applying price related factors in the RFP or offeror proposals, evaluate and compare offers. Determine the reasonableness of proposed prices and develop price-related prenegotiation objectives.			
38	**Cost and Pricing Data**—Determine whether cost or price data are necessary, request the data, and, where required, obtain a certificate.			

TAB B-2 EMPLOYEE INTERVIEW

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
39	**Audits**—Determine whether to audit the submitted cost and pricing data. Obtain and review audit reports.			
40	**Cost Analysis**—Develop prenegotiation positions on proposed elements of cost and fee.			
41	**Evaluating Other Proposed Terms and Conditions --** Review other proposed business terms and conditions.			
42	**Competitive Range**—Determine whether to award without discussions. If discussions are necessary, define the range and notify offerors outside the range.			
43	**Factfinding**—Identify and collect information from the offeror necessary to complete the Government's analysis of the proposal.			

TAB B-2 EMPLOYEE INTERVIEW

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
44	**Negotiation Strategy**—Prepare a prenegotiation plan which establishes objectives, priorities, and potential tradeoffs for discussions with the offeror. Brief the plan and rehearse the discussions. Prepare an agenda for the discussions.			
45	**Conducting Negotiations**—Discuss proposals with offerors. After concluding competitive discussions, request and evaluate best and final offers.			
46	**Mistakes in Offers** —Identify potential mistakes; verify bids; resolve alleged mistakes. Investigate and resolve mistakes alleged after award.			
47	**Responsibility**—Determine whether the offeror meets the general and any special standards of responsibility.			
48A & B	**Subcontracting Requirements**—Where required, obtain a subcontracting plan from the offeror and negotiate improvements to it.			

TAB B-2 EMPLOYEE INTERVIEW

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
48C	**Subcontracting Requirements (Make-or-Buy Programs)**—Negotiate "make-or-buy" programs. Determine whether to incorporate the program in the contract.			
49A	**Preparing Awards (Sealed Bidding)**—Reverify funding. Determine whether to reject bids. Prepare the contract and document the award. (Focus on procedural requirements of Part 14).			
49B	**Preparing Awards (Negotiations)**—Reverify funding. Recommend award. Prepare the contract and document the award. (Focus on procedural requirements of Part 15).			
50	**Award**—Obtain approvals for awarding the contract. Execute the contract. Notify the awardee and other parties, as required.			
51	**Debriefing**—As requested, debrief unsuccessful offerors.			

TAB B-2 EMPLOYEE INTERVIEW

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
52	**Protests**—Research and prepare positions on protests of the award. Respond to the protests as provided in the procedures for the forum or forums in which the protest has been filed—the agency, GAO, GSBCA, SBA (protests re: eligibility for set asides), Labor or SBA (protests re: eligibility under Walsh-Healey) or the courts.			
53	**Reporting Fraud—**Recognize indicators of fraud and other misconduct. Report such indicators to the IG, debarring officials, and/or other proper authority.			
54	**Contract Administration Planning—** Review the contract and related acquisition histories. Determine the criticality of the contract. Identify key milestones. Delegate authority to CORs, COTRs, and/or ACOs.			
55	**Post-Award Orientations—**Determine whether to orient the contractor. Determine the method (phone, letter, or conference). Conduct post-award orientation conferences.			
56	**Ordering Against Contracts and Agreements—**Place delivery orders against contracts. Order against BOAs.			

TAB B-2 EMPLOYEE INTERVIEW

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
57	**Consent to Subcontracts—**Determine whether consent is required under the terms and conditions of the contract. Obtain proposed subcontracts. Consent or nonconsent.			
58A	**Monitoring, Inspection, and Acceptance (the Schedule)—**Monitor compliance with the Schedule (e.g., UCF §B-§H) by both the contractor and the Government. Identify, investigate, document, and resolve potential or actual problems.			
58B	**Monitoring, Inspection, and Acceptance (other terms and conditions)—**Monitor compliance with contract clauses related to first article testing, patents, data rights, labor laws, environmental laws, privacy, drug-free workplaces, contractor insurance plans, overtime requests from contractors, security, and make-or-buy programs.			
58C	**Monitoring, Inspection, and Acceptance (compliance with subcontracting requirements)—**Monitor contractor performance against subcontracting plans and other clauses regarding the placement of subcontracts with sm businesses, women-owned businesses, labor surplus area concerns, and the like. Where necessary, invoke applicable remedies.			
59	**Excusable Delay—**Determine whether delay is excusable and negotiate consideration.			

TAB B-2 EMPLOYEE INTERVIEW

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
60	**Stop Work—**Determine whether to stop work; prepare and issue the stop work order. Unless the contract is terminated, initiate resumption of work and modify the contract as necessary.			
61A	**Remedies—**Determine the contractual remedy that would best protect the Government's interests given the nature of the performance or compliance problem.			
61B	**Remedies—**Prepare cure or show cause notices.			
61C	**Remedies--**Process liquidated damages.			
61D	**Remedies--**Reject nonconforming deliverables.			

TAB B-2 EMPLOYEE INTERVIEW

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
61E/F	**Remedies--**Exercise Government's rights under written and implied warranties or guarantees.			
61G	**Remedies--**Obtain consideration for acceptance due to fraud, gross mistake, or latent defect.			
62	**Property Administration—**Establish reporting requirements. Monitor delivery of Government property. Monitor contractor property control systems and use of Government furnished property. Determine liability for damage or misuse and negotiate consideration. Recover or dispose of the property.			
63	**Reporting Performance Problems—** Determine whether to report a performance problem. Where appropriate, report the problem to a debarring official.			
64	**Limitation of Costs—**If a cost reimbursement contract, determine if the contractor has exceeded 75% of the estimated cost in the Schedule. If a Time & Material or Labor Hour contract, determine if the contractor has exceeded 85% of the ceiling price . Recommend an appropriate option if the contractor will not be able to complete the work within the amount obligated.			

TAB B-2 EMPLOYEE INTERVIEW

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
65A	**Payment against invoices—**Identify withholdings and deductions. Instruct payment office.			
65B	**Payment of indirect costs —** Adjust billing rates as necessary to prevent substantial overpayment or underpayment of indirect costs. Determine applicability of the quick closeout procedure and negotiate final indirect cost rates. Otherwise, obtain final indirect rates from the cognizant agency.			
66	**Unallowable Costs—**Determine the allowability of invoiced costs. Prepare notice of intent to disallow. Based on discussions with the contractor, determine whether to withdraw or sustain the notice and/or allow part of the costs.			
67	**Assignment of Claims—**Review requests for assignment of claims. Execute receipt of Notice of Assignment; approve release.			
68	**Collecting Contractor Debts—**Determine indebtedness. Identify and obtain repayment (e.g., through set-offs; demand letters). Respond to requests for deferment.			

TAB B-2 EMPLOYEE INTERVIEW

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
69	**Progress Payments—**Review requests for progress payments. Monitor liquidation. Where necessary, reduce or suspend payments, adjust liquidation rates, or grant unusual progress payments.			
70	**Price and Fee Adjustments—**Where applicable, monitor payments and adjust billing prices. Given the economic price adjustment, incentive or award formula in the contract, establish the final fee or price (or the fee and price for the applicable period).			
71	**Accounting and Estimating Systems—**Determine the need to audit a contractor's accounting or estimating system. Negotiate improvements and monitor implementation. Take measures to protect the Government if the accounting or estimating system is deficient.			
72A	**Cost Accounting Standards (applicability)—**Determine whether CAS applies to the entity and the type of coverage. **OPTIONAL***			
72B	**Cost Accounting Standards (reviewing disclosure statements)--**Determine if the Disclosure Statement is adequate and if the accounting practices are in compliance with applicable CAS standards. Request cost impact proposals and negotiate equitable adjustments.			

TAB B-2 EMPLOYEE INTERVIEW

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
73	**Defective Pricing—**Identify and report indicators of defective pricing. Arrange audit of the data. Determine whether the data are defective, the degree relied upon, and the downward adjustment.			
74	**Closeout—**Verify that the contract is physically complete and that other terms and conditions have been satisfied (e.g., return or disposition of Government property; disposition of classified materials). Obtain forms, reports, and clearances. Verify that there are no outstanding claims or disputes. Obtain final invoice. Prepare contract completion statement. Retain files.			
75A	**Contract Modifications—**Review proposed modifications against the scope of work and availability of funds. Determine whether to modify the contract and the type of modification to employ. Implement the modification.			
75B	**Options—**Reverify the reasonableness of an option price, through a formal solicitation or market research. Determine whether to exercise the option. Notify the contractor.			
75C	**Extraordinary Contract Actions—** Determine whether relief is merited. Recommend the type and extent of relief to provide. Prepare a Memorandum of Decision. If relief is authorized, prepare and execute the contract action.			

TAB B-2 EMPLOYEE INTERVIEW

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
76A	**Termination—**Determine the necessity for termination. Determine the type of termination.			
76B	**Termination for Convenience—**Determine the necessity for termination. Prepare the notice. Negotiate settlement of outstanding costs or, where settlement is not possible, prepare a unilateral settlement by determination. On fixed price contracts, determine the equitable adjustment for the remaining portion of the contract.			
76C	**Termination For Default—**Determine the need and adequacy of the case for default. Prepare and issue the termination notice. If bonded, obtain performance or payment from surety. Otherwise, reprocure and demand payment for the excess costs of reprocurement.			
77	**Bonds—**Accept or reject surety bonds. Obtain new bonds if the surety is disqualified. Provide information on request to the surety.			
78	**Claims—**Research claim and prepare finding of facts. Discuss claim with contractor. Prepare CO's decision. Participate in appeals process.			

TAB B-2 EMPLOYEE INTERVIEW

FORMAL CLASSROOM TRAINING		COMPLETED		DATE COMPLETED & SOURCE
Course	Title	No	Yes	(MONTH/YEAR & NAME OF TRAINING FACILITY)

TAB B3

GS-1102 INDIVIDUDAL DEVELOPMENT PLAN

TAB B-3 GS-1102 INDIVIDUAL DEVELOPMENT PLAN

TAB B3 GS-1102 INDIVIDUAL DEVELOPMENT PLAN

A. COURSE	B. DATE SCHEDULED	C. DATE COMPLETED	D. OJT UNITS	E. LEARNING METHOD(S)	F. DATE SCHEDULED	G. DATE COMPLETED

Notes: In column A, enter the course title and the name of the training facility providing the course. In column B, enter the month and year in which the course is scheduled to begin. In column C, enter the month and year in which the course ended. In column E, enter 1 for work assignments, 2 for rotational assignments, 3 for practicum, and 4 for other. If you enter 4 in this column, describe the proposed assignment on the back of this form. In column F, enter the month and year in which the OJT assignment is scheduled to begin. In column G, enter the month and year in which the OJT assignment was completed.

TAB B3 GS-1102 INDIVIDUAL DEVELOPMENT PLAN

A. COURSE	B. DATE SCHEDULED	C. DATE COMPLETED	D. OJT UNITS	E. LEARNING METHOD(S)	F. DATE SCHEDULED	G. DATE COMPLETED

Notes: In column A, enter the course title and the name of the training facility providing the course. In column B, enter the month and year in which the course is scheduled to begin. In column C, enter the month and year in which the course ended. In column E, enter 1 for work assignments, 2 for rotational assignments, 3 for practicum, and 4 for other. If you enter 4 in this column, describe the proposed assignment on the back of this form. In column F, enter the month and year in which the OJT assignment is scheduled to begin. In column G, enter the month and year in which the OJT assignment was completed.

TAB B3 GS-1102 INDIVIDUAL DEVELOPMENT PLAN

A. COURSE	B. DATE SCHEDULED	C. DATE COMPLETED	D. OJT UNITS	E. LEARNING METHOD(S)	F. DATE SCHEDULED	G. DATE COMPLETED

Notes: In column A, enter the course title and the name of the training facility providing the course. In column B, enter the month and year in which the course is scheduled to begin. In column C, enter the month and year in which the course ended. In column E, enter 1 for work assignments, 2 for rotational assignments, 3 for practicum, and 4 for other. If you enter 4 in this column, describe the proposed assignment on the back of this form. In column F, enter the month and year in which the OJT assignment is scheduled to begin. In column G, enter the month and year in which the OJT assignment was completed.

TAB B3 GS-1102 INDIVIDUAL DEVELOPMENT PLAN

A. COURSE	B. DATE SCHEDULED	C. DATE COMPLETED	D. OJT UNITS	E. LEARNING METHOD(S)	F. DATE SCHEDULED	G. DATE COMPLETED

TAB B4

CERTIFICATES OF COURSE COMPLETION

File certificates of course completion behind this Tab.

TAB B-4 CERTIFICATES OF COURSE COMPLETION

TAB C

PROCUREMENT PROCESS CHARTS

The following pages present a flowchart of the Federal Procurement Process—detailing the phases, functions, and steps of that process. This chart represents our view on an ordering of duties and tasks for instructional purposes. In Tab D, you will find a corresponding Unit of Instruction for every numbered step in the flowcharts.

However, please note that not every function or step applies to every acquisition. For example, many contracts are not modified, and few are terminated. Moreover, the sequencing of functions or steps may vary from contract to contract . For example, some solicitations may be amended prior to the opening of proposals, as suggested by the flowchart, but others might not be amended until after the Government has begun to evaluate proposals.

Also note that, for instructional purposes, we grouped proposal evaluation and negotiations with the "Solicitation-Award Phase" Phase (see steps 35 through 45). Those steps, for the most part, apply equally to post-award negotiations (e.g., for contract modifications).

Finally, note that several agencies, most notably the National Aeronautics and Space Administration, use alternative source selection procedures for large acquisitions. Such source selection procedures may depart markedly from the ordering of steps in the flowchart.

TAB C: THE PROCUREMENT PROCESS

PRESOLICITATION PHASE

Determination of Need	Initiating the Procurement	Analysis of Requirement	Sourcing
Determining Needs 1. Forecasting Requirements 2. Acquisition Planning	**Processing the PR** 3. Purchase Requests 4. Funding **Market Research** 5. Market Research	**Analyzing Requirements** 6. Specifications 7. Statements of Work 8. Services	**Extent of Competition** 9. Sources 10. Set-Asides 11. 8(a) Procurements 12. Competition Requirements 13. Unsolicited Proposals **Selection Factors** 14. Lease vs. Purchase 15. Price Related Factors 16. Technical Evaluation Factors **Method and Plan for the Procurement** 17. Method of Procurement 18. Procurement Planning

TAB C: THE PROCUREMENT PROCESS

SOLICITATION-AWARD PHASE

Solicitation	Evaluation— Sealed Bidding	Evaluation— Negotiation	Award
Terms and Conditions 19. Contract Types 20. Letter Contracts 21. Contract Financing 22. Use of Government Property and Supply Sources 23. Need For Bonds 24. Solicitation Preparation **Soliciting Offers** 25. Publicizing Proposed Procurements 26. Preaward Inquiries 27. Prebid/Preproposal Conferences 28. Amending Solicitations 29. Cancelling Solicitations	**Bid Evaluation** 30. Processing Bids 31. Bid Acceptance Periods 32. Late Offers 33. Bid Prices 34. Responsiveness	**Proposal Evaluation** 35. Processing Proposals 36. Technical Evaluation 37. Price Objectives 38. Cost and Pricing Data 39. Audits 40. Cost Analysis 41. Evaluating Other Terms and Conditions 42. Competitive Range **Discussions** 43. Factfinding 44. Negotiation Strategy 45. Conducting Negotiations	**Selection for Award** 46. Mistakes in Offers 47. Responsibility 48. Subcontracting Requirements 49. Preparing Awards **Executing Awards** 50. Award 51. Debriefing **Protests** 52. Protests **Fraud and Exclusion** 53. Fraud and Exclusion

TAB C: THE PROCUREMENT PROCESS

POST-AWARD ADMINISTRATION PHASE

Start-Up	Quality Assurance	Payment and Accounting	Closeout
Planning 54. Contract Administration Planning 55. Post-Award Orientations **Ordering** 56. Ordering Against Contracts and Agreements **Subcontracting** 57. Consent to Subcontracts	**Monitoring and Problem Solving** 58. Monitoring, Inspection, and Acceptance 59. Delays 60. Stop Work 61. Remedies **Property** 62. Property Administration **Reporting Performance Problems** 63. Reporting Performance Problems	**Payment** 64. Limitation of Costs 65. Payment 66. Unallowable Costs 67. Assignment of Claims 68. Collecting Contractor Debts 69. Progress Payments 70. Price and Fee Adjustments **Accounting** 71. Accounting and Cost Estimating Systems 72. Cost Accounting Standards 73. Defective Pricing	**Closeout** 74. Closeout

TAB C: THE PROCUREMENT PROCESS

POST-AWARD ADMINISTRATION PHASE

Contract Modification	Termination	Claims	
Modifications/Options 75. Contract Modifications	**Termination** 76. Termination 77. Bonds	**Claims** 78. Claims	

TAB C: THE PROCUREMENT PROCESS

TAB D

CONTRACT MANAGEMENT UNITS OF INSTRUCTION

(Training Blueprints)

FEDERAL ACQUISITION INSTITUTE

TAB D CONTRACT MANAGEMENT UNITS OF INSTRUCTION

UNITS OF INSTRUCTION BY TITLE AND PART

The following pages list the Contract Management Unit of Instructions in order, from Unit 1 (Forecasting Requirements) to Units 78 (Claims) and 79 (Orientation).

These Units of Instruction are based on the 1989 edition of the Contract Management Training Blueprints, published by the Federal Acquisition Institute. For each Unit, the far right column on the following pages provides a cross-reference to the corresponding 1989 Blueprint.

TAB D-1 UNITS OF INSTRUCTION BY TITLE AND PART

Number	**UNITS**	*1989 Blueprint*
1	**FORECASTING REQUIREMENTS**	1
2	**ACQUISITION PLANNING**	2.2
3	**PURCHASE REQUESTS**	3.1
4	**FUNDING** A. Funded requirements. B. Additional requirements.	5
5	**MARKET RESEARCH**	6.2
6	**SPECIFICATIONS**	3.2
7	**STATEMENTS OF WORK**	3.3
8	**SERVICES** A. Authority to purchase services. B. Service Contract Act wage determinations.	3.4
9	**SOURCES** A. Required sources. B. Commercial source lists. C. Qualified bidders, manufacturers, and products lists. D. Special standards of responsibility E. Interagency acquisitions under the Economy Act.	6.1
10	**SET ASIDES**	8.1
11	**8(a) PROCUREMENTS**	8.3
12	**COMPETITION REQUIREMENTS**	7.1
13	**UNSOLICITED PROPOSALS**	7.2
14	**LEASE VS. PURCHASE** A. Soliciting offers to lease. B. Evaluating offers to lease.	9.2
15	**PRICE RELATED FACTORS**	4.2A&B
16	**TECHNICAL EVALUATION FACTORS**	4.1
17	**METHOD OF PROCUREMENT**	9.1
18	**PROCUREMENT PLANNING** A. Planning the procurement. B. Planning a formal source selection.	2.1 & 4.2C
19.1	**SELECTING THE TYPE OF CONTRACT TO SOLICIT**	10.1
19.2	**SOLICITING T&M/LH CONTRACTS**	10.2
19.3	**ESTABLISHING AGREEMENTS** A. Basic Ordering Agreements. B. Basic Agreements.	10.3
19.4	**SOLICITING INDEFINITE DELIVERY CONTRACTS** A. Definite Quantity. B. Indefinite Quantity. C. Requirements.	10.4

TAB D-1 UNITS OF INSTRUCTION BY TITLE AND PART

Number	**UNITS**	*1989 Blueprint*
19.5	**SOLICITING FIXED PRICE CONTRACTS** A. Firm Fixed Price Contracts. B. Fixed Price Contracts with Economic Price Adjustment. C. Fixed Price Incentive Contracts. D. Fixed Price Award Fee Contracts. E. Fixed Price with Prospective or Retroactive Price Redetermination Contracts. F. Firm Fixed Price—Level Of Effort Contracts.	10.5
19.6	**SOLICITING COST TYPE CONTRACTS** A. Cost Plus Fixed Fee Contracts. B. Cost Plus Incentive Fee Contracts. C. Cost Plus Award Fee Contracts. D. Cost—No Fee & Cost Sharing Contracts.	10.6
20	**LETTER CONTRACTS**	28
21	**CONTRACT FINANCING** A. Providing for financing in the solicitation. B. Evaluating offers contingent upon financing.	11
22	**USE OF GOVERNMENT PROPERTY AND SUPPLY SOURCES** A. Government furnished property. B. Government sources of supply.	48.1
23	**NEED FOR BONDS**	49A
24	**SOLICITATION PREPARATION** A. Preparing IFBs. B. Preparing RFPs.	12
25	**PUBLICIZING PROPOSED PROCUREMENTS**	13
26	**PREAWARD INQUIRIES** A. Inquiries about IFBs. B. Inquiries about RFPs. C. FOIA requests.	14
27	**PREBID/PREPROPOSAL CONFERENCES**	15
28	**AMENDING SOLICITATIONS**	16
29	**CANCELLING SOLICITATIONS** A. Cancellation of IFB before opening. B. Cancellation of IFB after opening. C. Cancellation of RFP.	16.2
30	**PROCESSING BIDS**	17.1
31	**BID ACCEPTANCE PERIODS**	17.2
32	**LATE OFFERS**	17.3
33	**BID PRICES**	17.4
34	**RESPONSIVENESS**	17.5

TAB D-1 UNITS OF INSTRUCTION BY TITLE AND PART

Number	**UNITS**	*1989 Blueprint*
35	**PROCESSING PROPOSALS**	20.1
36	**TECHNICAL EVALUATION**	20.2
37	**PRICE OBJECTIVES**	21
38	**COST AND PRICING DATA**	20.3
39	**AUDITS**	20.4
40	**COST ANALYSIS**	22
41	**EVALUATING OTHER TERMS AND CONDITIONS**	
42	**COMPETITIVE RANGE**	24
43	**FACTFINDING**	23
44	**NEGOTIATION STRATEGY**	25
45	**CONDUCTING NEGOTIATIONS**	26
46	**MISTAKES IN OFFERS** A. Pre-award mistakes in bids. B. Pre-award mistakes in proposals. C. Post-award mistakes in offers.	18
47	**RESPONSIBILITY**	19
48	**SUBCONTRACTING REQUIREMENTS** A. Establishing subcontracting requirements. B. Evaluating subcontracting plans. C. Make-Or-Buy programs.	47.1
49	**PREPARING AWARDS** A. Make final award decision in sealed bidding. B. Make final award decision in competitive negotiations.	27
50	**AWARD**	29
51	**DEBRIEFING**	30
52	**PROTESTS** A. Agency protests. B. Protests to GAO C. Protests to the GSBCA D. Protests to the courts. E. Protests to SBA of eligibility for a set-aside. F. Protests of Walsh-Healey eligibility.	31
53	**FRAUD AND EXCLUSION**	50A
54	**CONTRACT ADMINISTRATION PLANNING**	33
55	**POST-AWARD ORIENTATIONS**	32
56	**ORDERS AGAINST CONTRACTS AND AGREEMENTS**	34

TAB D-1 UNITS OF INSTRUCTION BY TITLE AND PART

Number	**UNITS**	*1989 Blueprint*
	A. Orders against Federal Supply Schedules and other indefinite delivery contracts. B. Orders under Basic Ordering Agreements.	
57	**CONSENT TO SUBCONTRACTS** A. Consent requirements. B. To consent or not to consent.	47.2
58	**MONITORING, INSPECTION, AND ACCEPTANCE** A. Compliance with the Schedule. B. Compliance with other terms and conditions. C. Compliance with subcontracting plans.	36
59	**DELAYS**	37
60	**STOP WORK**	38
61	**REMEDIES** A. Selection of remedies. B. Cure or show cause notices. C. Liquidated damages. D. Rejecting nonconforming deliverables. E. Written warranty. F. Implied warranty. G. Fraud, gross mistake, or latent defect.	39
62	**PROPERTY ADMINISTRATION**	48.2
63	**REPORTING PERFORMANCE PROBLEMS**	50B
64	**LIMITATION OF COSTS**	41.1
65	**PAYMENT** A. Payment against invoices. B. Payment of indirect costs.	41.2
66	**UNALLOWABLE COSTS**	41.3
67	**ASSIGNMENT OF CLAIMS**	41.4
68	**COLLECTING CONTRACTOR DEBTS**	41.5
69	**PROGRESS PAYMENTS**	41.6
70	**PRICE AND FEE ADJUSTMENTS** A. Economic price adjustments. B. Incentive price adjustments. C. Award fee adjustments. D. Incentive fee adjustments. E. Price redeterminations.	41.7
71	**ACCOUNTING AND ESTIMATING SYSTEMS** A. Accounting systems. B. Cost estimating systems. C. Financial condition.	43

TAB D-1 UNITS OF INSTRUCTION BY TITLE AND PART

Number	**UNITS**	*1989 Blueprint*
72	**COST ACCOUNTING STANDARDS** A. Determining applicability. B. Reviewing disclosure statement.	44
73	**DEFECTIVE PRICING**	45
74	**CLOSEOUT**	42
75	**CONTRACT MODIFICATIONS** A. Modifications. B. Exercising options. C. Extraordinary contractual actions.	35
76	**TERMINATION** A. Determine whether to terminate for convenience or default. C. Terminating for convenience. B. Terminating for default.	40
77	**ADMINISTERING BONDS**	49B
78	**CLAIMS**	46
79	**ORIENTATION**	51

TAB D-1A CROSS REFERENCE—1989 BPs TO UNITS

1989 Blueprint	*Number*	**UNITS**
New	41	**EVALUATING OTHER TERMS AND CONDITIONS**
1	1	**FORECASTING REQUIREMENTS**
2.1 & 4.2C	18	**PROCUREMENT PLANNING**
2.2	2	**ACQUISITION PLANNING**
3.1	3	**PURCHASE REQUESTS**
3.2	6	**SPECIFICATIONS**
3.3	7	**STATEMENTS OF WORK**
3.4	8	**SERVICES**
4.1	16	**TECHNICAL EVALUATION FACTORS**
4.2A&B	15	**PRICE RELATED FACTORS**
5	4	**FUNDING**
6.1	9	**SOURCES**
6.2	5	**MARKET RESEARCH**
7.1	12	**COMPETITION REQUIREMENTS**
7.2	13	**UNSOLICITED PROPOSALS**
8.1	10	**SET ASIDES**
8.3	11	**8(a) PROCUREMENTS**
9.1	17	**METHOD OF PROCUREMENT**
9.2	14	**LEASE VS. PURCHASE**
10.1	19.1	**SELECTING THE TYPE OF CONTRACT TO SOLICIT**
10.2	19.2	**SOLICITING T&M/LH CONTRACTS**
10.3	19.3	**ESTABLISHING AGREEMENTS**
10.4	19.4	**SOLICITING INDEFINITE DELIVERY CONTRACTS**
10.5	19.5	**SOLICITING FIXED PRICE CONTRACTS**
10.6	19.6	**SOLICITING COST TYPE CONTRACTS**
11	21	**CONTRACT FINANCING**
12	24	**SOLICITATION PREPARATION**
13	25	**PUBLICIZING PROPOSED PROCUREMENTS**
14	26	**PREAWARD INQUIRIES**
15	27	**PREBID/PREPROPOSAL CONFERENCES**
16	28	**AMENDING SOLICITATIONS**
16.2	29	**CANCELLING SOLICITATIONS**
17.1	30	**PROCESSING BIDS**
17.2	31	**BID ACCEPTANCE PERIODS**
17.3	32	**LATE OFFERS**

TAB D-1A CROSS REFERENCE—1989 BPs TO UNITS

1989 Blueprint	*Number*	**UNITS**
17.4	33	**BID PRICES**
17.5	34	**RESPONSIVENESS**
18	46	**MISTAKES IN OFFERS**
19	47	**RESPONSIBILITY**
20.1	35	**PROCESSING PROPOSALS**
20.2	36	**TECHNICAL EVALUATION**
20.3	38	**COST AND PRICING DATA**
20.4	39	**AUDITS**
21	37	**PRICE OBJECTIVES**
22	40	**COST ANALYSIS**
23	43	**FACTFINDING**
24	42	**COMPETITIVE RANGE**
25	44	**NEGOTIATION STRATEGY**
26	45	**CONDUCTING NEGOTIATIONS**
27	49	**PREPARING AWARDS**
28	20	**LETTER CONTRACTS**
29	50	**AWARD**
30	51	**DEBRIEFING**
31	52	**PROTESTS**
32	55	**POST-AWARD ORIENTATIONS**
33	54	**CONTRACT ADMINISTRATION PLANNING**
34	56	**ORDERS AGAINST CONTRACTS AND AGREEMENTS**
35	75	**CONTRACT MODIFICATIONS**
36	58	**MONITORING, INSPECTION, AND ACCEPTANCE**
37	59	**DELAYS**
38	60	**STOP WORK**
39	61	**REMEDIES**
40	76	**TERMINATION**
41.1	64	**LIMITATION OF COSTS**
41.2	65	**PAYMENT**
41.3	66	**UNALLOWABLE COSTS**
41.4	67	**ASSIGNMENT OF CLAIMS**
41.5	68	**COLLECTING CONTRACTOR DEBTS**
41.6	69	**PROGRESS PAYMENTS**
41.7	70	**PRICE AND FEE ADJUSTMENTS**

TAB D-1A CROSS REFERENCE—1989 BPs TO UNITS

1989 Blueprint	*Number*	**UNITS**
42	74	**CLOSEOUT**
43	71	**ACCOUNTING AND ESTIMATING SYSTEMS**
44	72	**COST ACCOUNTING STANDARDS**
45	73	**DEFECTIVE PRICING**
46	78	**CLAIMS**
47.1	48	**SUBCONTRACTING REQUIREMENTS**
47.2	57	**CONSENT TO SUBCONTRACTS**
48.1	22	**USE OF GOVERNMENT PROPERTY AND SUPPLY SOURCES**
48.2	62	**PROPERTY ADMINISTRATION**
49A	23	**NEED FOR BONDS**
49B	77	**ADMINISTERING BONDS**
50A	53	**FRAUD AND EXCLUSION**
50B	63	**REPORTING PERFORMANCE PROBLEMS**
51	79	**ORIENTATION**

TAB D-1A CROSS REFERENCE—1989 BPs TO UNITS

1989 Blueprint	*Number*	**UNITS**

TAB D2

ORGANIZATION AND FORMAT

TAB D-2 ORGANIZATION AND FORMAT

The following is a section by section description of a typical Unit of Instruction. The # sign refers to the number of the Unit (e.g., 64, which is the # for the Unit on **Limitation Of Costs**). The cited page numbers may vary from Unit to Unit.

Section	*Page*	*Purpose*
Title	#-1	Identifies the Unit by the title and #. Also identifies the Contract Management Training Blueprint (1989 edition) on which the Unit is based. The date indicates when the Unit as a whole was last revised.
Statement of Completion	#-1	When using this Workbook for on-the-job training, enter the employee's name after the employee has satisfactorily performed the duties and related tasks of the Unit.
Duty, Conditions, and Standard(s).	#-1	Prescribes the **Action** that students should be able to perform at the end of training, the **Conditions** under which the student can be expected to perform, and a **Standard** for assessing performance. Together, these three elements constitute the Terminal Learning Objective for the Duty (or Part). Whether in the classroom or on-the-job, the trainer's or educator's goal should be to accomplish this Terminal Learning Objective. And trainers or educators should be judged primarily by their effectiveness in realizing this goal.
Evaluator	#-1	When using this Workbook for on-the-job training, enter the name of the supervisor or other management official who assigned, supervised, and evaluated the OJT assignment.
Documentation of OJT Assignment(s)	#-2	When using this Workbook for on-the-job training, use this form to document the work assignment, rotational assignment, special project, or practicum that provided the employee with an opportunity to practice performance of the duty.
FAR Citations	#-3	Lists references to related sections in the Federal Acquisition Regulation (FAR). Space is provided to enter citations from the applicable FAR Supplement and other policy guidelines.
Other KSA's	#-3	Identifies related knowledges, skills, and abilities.

TAB D-2 ORGANIZATION AND FORMAT

Section	*Page*	*Purpose*
Flowchart	#-4	Visually depicts steps and decision points in performing the duty. The number or numbers in each box correspond to the Tasks described on pages #-5 and following. A block in the flowchart may combine a number of Tasks (e.g., Tasks 2-4). When a Unit has been divided into a number of parts (e.g., Part A, Part B, and Part C), the Unit generally includes a separate flowchart for each Part positioned on the page immediately preceding the Part.
Tasks	#-5	Presents steps in performing the duty, in order of instruction. Trainees should learn each step in turn and also be provided with in-class and on-the-job practice in performing the more critical steps. The steps have been sequenced for the purpose of accomplishing the Terminal Learning Objective of the Unit or Part. These are not necessarily all the steps or the best sequence of steps for any given on-the-job assignment.
Related Standards	#-5	Provides standards for learning each step and/or additional instructions. Each task and its related standard together comprise an "Enabling Objective."
Appendices	NA	Some Units have been appended with additional checklists or guidelines.

TAB D-2 ORGANIZATION AND FORMAT

PRESOLICITATION UNITS

Determination of Need	Initiating the Procurement	Analysis of Requirement	Sourcing
Determining Needs 1. Forecasting Requirements 2. Acquisition Planning	**Processing the PR** 3. Purchase Requests 4. Funding **Market Research** 5. Market Research	**Analyzing Requirements** 6. Specifications 7. Statements of Work 8. Services	**Extent of Competition** 9. Sources 10. Set-Asides 11. 8(a) Procurements 12. Competition Requirements 13. Unsolicited Proposals **Selection Factors** 14. Lease vs. Purchase 15. Price Related Factors 16. Technical Evaluation Factors **Method and Plan for the Procurement** 17. Method of Procurement 18. Procurement Planning

TAB D-3 PRESOLICITATION UNITS

UNIT 1. FORECASTING REQUIREMENTS

(Blueprint 1 — Mar 8, 1991)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties

1. Assist requiring activities in drafting program plans, cost estimates, and schedules

2. Forecast total probable requirements for each of the next several fiscal years, by line item.

Conditions

Given staff meeting minutes, acquisition histories, market data, proposed budgets, and related planning documents.

Overall Standard(s)

Program plans, cost estimates, and schedules (as written by the requiring activity with input from Contract Specialists) are:

- Sufficient to prepare acquisition plans.
- Geared to the Government's minimum need.
- Written in terms that accurately reflect the market's capabilities (leadtimes, production, delivery, and cost) and procurement lead-times).
- Designed to obtain maximum competition.
- In conformance with the policy (OMB Circular A-76) of reliance on the private sector for commercial services.
- Sufficient to forecast funding needs (amount and timing).

From the available data, accurately calculate the probable requirements for supplies and services that are likely to be incorporated in purchase requests from requiring activities supported by the contracting office.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 1. FORECASTING REQUIREMENTS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 1. FORECASTING REQUIREMENTS

Policies

FAR	*Agency Suppl.*	*Subject*
3.104		Certification of procurement officials; safeguarding of source selection and proprietary information.[1]
5.204 5.205(a)		Synopsis requirements for presolicitation notices.
5.404		Long-range acquisition estimates.
5.205(d)		Locating commercial sources under OMB Circular A-76.
7.3		Contractor vs. Government performance.
15.404 15.405		Presolicitation notices and conferences and draft RFPs.
35.016		Broad agency announcements.
37.102		Policy of reliance on the private sector for commercial services.
47.202		Presolicitation planning requirements for transportation.

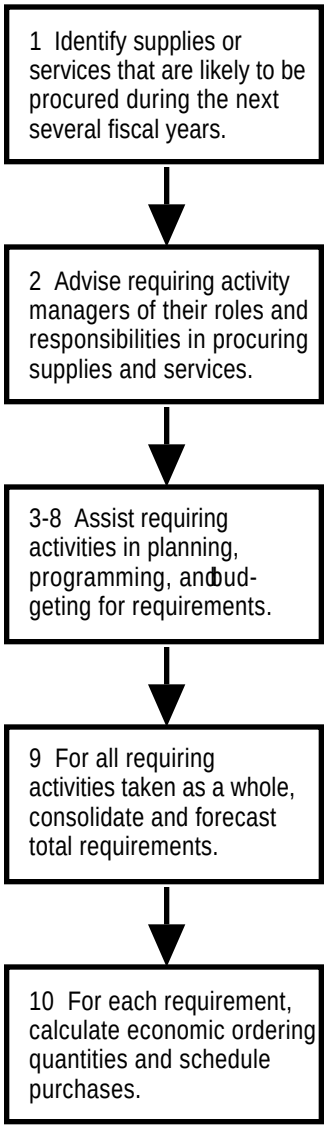
Other KSA's

Reserved.

Other Policies and References (Annotate As Necessary):

[1]FAC 84-47.

FORECASTING REQUIREMENTS



UNIT 1. FORECASTING REQUIREMENTS

Tasks	Related Standards
1. For each requiring activity, identify supplies and services that are likely to be procured during the next several fiscal years. Potential sources of information on future requirements: • Projections from data on past procurements. • Planning, programming, and budgeting documents. • Surveys of requiring activities and other program planners. • Participation in meetings to plan, program, and budget for agency missions. • Other documents (e.g., by adding one's name to the reading lists for reports, staff meeting minutes, and other documents from requiring activities).	1. Correctly identify and apply all methods for identifying future requirements for supplies and services.
2. Advise requiring activity managers of their roles and responsibilities in meeting program needs through the procurement system.	2. Correctly explain roles and responsibilities for: • Acquisition planning. • Designation of requiring activity resources to carry out the acquisition plan (specification writers, technical evaluation teams, technical representatives, etc.) • Provision of supporting data for recommended justifications. • Preparation of purchase request(s). • Incorporation of procurement lead times in program plans and schedules. • Identification and certification of procurement officials for each contract action.[2] • Safeguarding of source selection and proprietary information.[2]
3. Prepare initial program plans, cost estimates, and schedules and determine priorities. Subtasks: • Describe program needs (i.e., technical objectives). • Identify and sequence tasks to accomplish overall objectives for each sub-objective. • Identify sub-objectives and project office for each task. • Identify resources needed. • Estimate length of time per task.	3. Include all elements. Record the minimum need, expressed in functional (i.e., performance) terms. Accurately reflect available data on the project. (Note: This is the requiring activity manager's responsibility. For Contract Specialists, this step represents cross-training.)

[2]FAC 84-47.

UNIT 1. FORECASTING REQUIREMENTS

Tasks	Related Standards
4. Collect data from acquisition histories and market research related to the program objectives and tasks (applying techniques from Unit 5).	4. Collect relevant data on: • Current suppliers. • Potential suppliers. • New or upgraded products and services. • Products and services capable of being modified to meet Government needs. • Trends in technology, price, supply, and demand. • Trends in terms, conditions, and warranty practices for commercial sales. • Production and/or delivery lead times. • Previous procurement strategies, acquisition plans, and lead times. • Problems and issues in the award and administration of previous contracts.
5. Estimate the market's capability for accomplishing program objectives. Factors to estimate: • Procurement costs. • Procurement, delivery, and production leadtimes. • Risks of not meeting targets (performance, cost, or schedule). • Tradeoffs between design options and procurement costs, leadtimes, and risks.	5. Accurately extrapolate the following from data available on past acquisitions and market research.
6. Select technique(s) for testing and improving the Government's description of required supplies and services. Potential techniques: • Design competition (contract for specification and prototype development). • Industry panels to assist in specification development. • "Solicitations for information or planning purpose." • Presolicitation notices. • Presolicitation conferences.	6. Correctly select the techniques(s) (if any) that best fit the procurement. Accurately describe the pros and cons of available methods, in terms of determining and improving the market's capability to meet the need.

UNIT 1. FORECASTING REQUIREMENTS

Tasks	Related Standards
7. Identify and recommend a strategy or strategies for enhancing competition or otherwise yielding a better market response. Potential strategies: • Publication of long-range acquisition estimates and broad agency announcements. • Use of commercial specifications, standards, and products. • "Breaking out" components that can be competed (e.g., spare parts). • Requesting relief from restrictive policies (including ceiling restrictions that preclude in-house performance). • A-76 competition (consider in-house performance as an alternative to contracting and vice versa). • Source development (e.g., dual sourcing, licensing) when currently locked into a single (in-house or contractor) source. • Purchasing data rights. • Market surveys. • Consolidation of requirements to attain economic ordering quantities.	7. Correctly identify all applicable strategies. Correctly select and use economic analysis tools to identify breakeven points (in terms of cost, schedule, and risk) for each strategy. Accurately estimate the probable impact of each strategy on program costs, leadtimes, and risks. Recommend the strategy or strategies that would be optimal in terms both of the mission and the market. Do not rule out the availability of commercial sources for A-76 competitions without the required CBD notices.
8. Based on the selected strategy or strategies for procuring the requirement, provide a final estimate of: • Procurement lead times. • Supplier production and/or delivery times. • Estimated market prices and/or other procurement costs.	8. Include milestones and cost estimates at the task level.
9. For all requiring activities supported by the procurement office taken as a whole, consolidate and forecast requirements that are likely to be incorporated in purchase requests during the following fiscal year.	9. List probable line items and, for each line item, the probable quantity, cost, and procurement milestones.
10. For each requirement, identify economic order quantities and a tentative schedule of purchases.	10. Correctly calculate economic ordering quantities and establish a schedule that is optimal in terms of inventory costs, purchasing costs, and mission needs.

UNIT 1. FORECASTING REQUIREMENTS

Tasks	Related Standards

UNIT 2 ACQUISITION PLANNING

(Blueprint 2.2 — 3/8/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Update or prepare an acquisition plan.
Conditions	Given program plans (including schedules and milestones), acquisition histories, results of market research, and acquisition plans on previous procurements.
Overall Standard(s)	Record key acquisition decisions, program and procurement milestones, and program baselines (cost/performance/time). Correctly assign responsibilities and identify approving officials. Promote full and open competition and meet the Government's needs in the most effective, economical, and timely manner.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 2 ACQUISITION PLANNING

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 2 ACQUISITION PLANNING

Policies

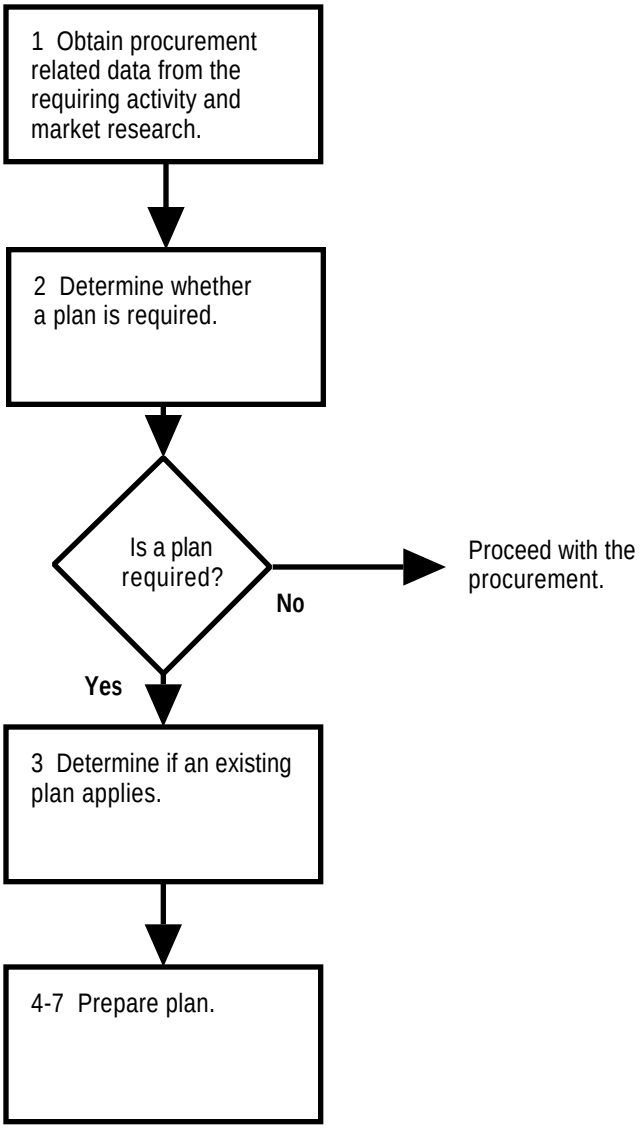
FAR	*Agency Suppl.*	*Subject*
7.1		Acquisition plans.

Other KSA's

Reserved.

Other Policies and References (Annotate As Necessary):

ACQUISITION PLANNING



UNIT 2. ACQUISITION PLANNING

Tasks	Related Standards
1. Identify procurement related data from program and project planning (from Unit 1). • Identity of supplies and services to be procured. • Acquisition histories on needed supplies and services. • Findings of market research. • Decisions on whether to use presolicitation notices, conferences, et al. • Alternative techniques to enhance competition and breakeven points. • Program baselines (milestones, cost, and performance).	
2. Determine if a written Acquisition Plan is required and identify mandatory elements of the plan.	2. Correctly apply agency criteria and thresholds.
3. Determine if an existing acquisition plan applies.	3. Check any existing plan to determine whether it is current and applicable. Update the plan as necessary to reflect changes in market conditions.
4. Prepare Plan. A. Acquisition Background and Objectives (from Unit 1 or Purchase Request). • Statement of need. • Applicable conditions • Cost (including design-to-cost objectives and underlying assumptions, application of should-cost, and consideration of life cycle costing). • Capability or performance requirements. • Delivery or performance period requirements. • Tradeoffs (between cost/schedule/performance requirements). • Risks. • Acquisition streamlining.	4. In preparing the plan, comply with the applicable standard format (if any). 4A. In developing the acquisition plan, express the in terms of minimum functional need. Review and provide recommendations for Part A based on the steps and guidelines in Unit 5.

UNIT 2. ACQUISITION PLANNING

Tasks	Related Standards
B. Plan of Action: Record key acquisition decisions (from Units 1, 3-24; 53; and 57). • Sources (from Units 5, and 10-12) • Competition (from 13-14) • Source selection procedures (from 15-17) • Contracting considerations (from 18-24) • Budgeting and funding (from 4) • Product descriptions (from 7-9) • Priorities, allocations, and allotments • Contractor vs. Government performance (from 1) • Management information requirements (from 53) • Make or buy (from 23) • Test and evaluation (from 53) • Logistics considerations (from 8 and 24) • Government-furnished property (from 22) • Government-furnished information (from 22) • Environmental considerations (from 24) • Security considerations (from 24 and 57) • Other considerations (from 24) • Milestones for the acquisition cycle • Identification of participants in the acquisition plan preparation	4B. Incorporate and organize all elements required for such plans.
5. Assign responsibilities. • To requiring activity personnel. • To procurement officials.	5. Correctly identify responsibilities for the procurement.
6. Obtain concurrences and approvals. • Contracting Officer. • Requiring activity. • Competition Advocate. • Legal, technical, finance, shipping, packaging, and other supporting offices. • Authorized level for final approval.	6. Correctly identify all approving officials under agency policy.
7. Maintain the plan.	7. Update the plan on the dates specified in the plan or whenever significant changes occur, but no less often than annually.

UNIT 3 PURCHASE REQUESTS

(Blueprint 3.1 — 3/8/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	1. Accept the Purchase Request or request additional signatures and/or information from the requiring activity to complete the Purchase Request. 2. Establish files on accepted Purchase Requests and control information on the procurement prior to solicitation.
Conditions	Given Purchase Requests and the Guidelines For Reviewing Purchase Requests (Appendix 1)
Overall Standard(s)	Purchase requests, after review by the Contract specialist, contain all elements necessary to proceed with the procurement. Data on planned procurements are not disclosed to competing contractors prior to solicitation, save as provided in Unit 7.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 3 PURCHASE REQUESTS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 3 PURCHASE REQUESTS

Policies

FAR	*Agency Suppl.*	*Subject*
3.104		Identification and safeguarding of source selection information.[1]
4.403(a)		Review for classified materials.
4.802 4.803(a)		Contracting office contract files.
14.211 15.402(b)		Presolicitation disclosure of data on purchase requests.
19.402		Release of information to SBA procurement center representatives.

Other KSA's

1. Knowledge of the elements of a purchase request and the purposes for each such element.

2. Knowledge of what elements, at minimum, must be represented in the purchase request to be sufficient for acceptance.

3. Knowledge of typical omissions and deficiencies in purchase requests.

4. Knowledge of the fact that acceptance of a proposed purchase request starts the procurement cycle, including milestones that must be met by the procurement office.

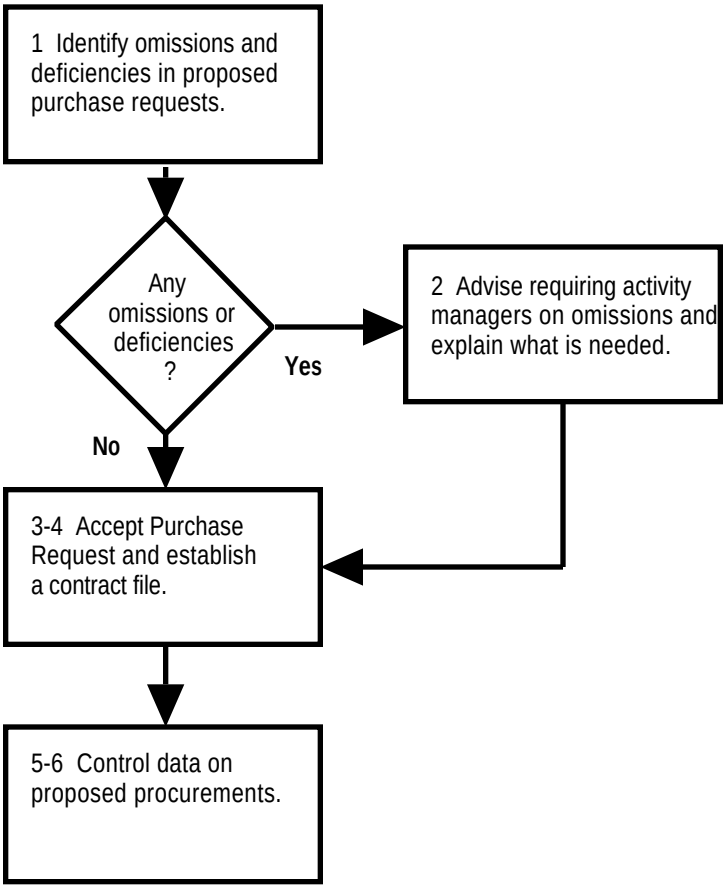
5. Knowledge of the relationship between line and staff authority; knowledge of the role of service departments such as procurement in supporting line managers on mission accomplishment; skill at communicating and exercising leadership in working with line managers (from Organization and Management).

6. Knowledge of the nature and classes of contracts (e.g., elements, competent parties, formation, and intent to make a binding agreement) and requirements for consideration and legality with respect to the making of contracts (from Business Law).

Other Policies and References (Annotate As Necessary):

[1]FAC 84-47.

PURCHASE REQUESTS



UNIT 3 PURCHASE REQUESTS

Tasks	Related Standards
1. Identify omitted elements of proposed purchase requests and deficiencies apparent on the face of the purchase request.	1. Identify all omissions and apparent deficiencies in accordance with Appendix I to this Unit.
2. Advise requiring activity managers on omissions and deficiencies and obtain a corrected purchase request.	2. Accurately explain the impact on the acquisition of each omission and deficiency. Obtain corrections and/or supplementary information necessary for acceptance
3. Accept Purchase Request and begin clocking the Procurement Administrative Lead Time (PALT).	3. Only accept Purchase Requests upon receipt of all necessary information from the requiring activity.
4. Establish a contract file on the accepted purchase request.	4. Establish and maintain the contracting office file contract file (as opposed to the contract administration office contract file prescribed at FAR 4.803(b)) as prescribed in FAR 4.803(a).
5. Identify interested parties (e.g., SBA procurement center representatives) to whom information about pending requirements may be disclosed prior to issuance of the solicitation.	5. Do not disclose information on proposed acquisitions outside the Government except as provided in Unit 7. Restrict disclosure within the Government to persons with a legitimate interest in the acquisition.

Tasks	Related Standards
6. Control data on proposed acquisitions prior to solicitation.[2] Subtasks: • Advise Federal employees on the protection of source selection and proprietary information. • Obtain and file certificates from procurement officials. • Identify and mark source selection information. • Review contractor requests to mark information as proprietary. • Secure source selection and proprietary information within the office. • Authorize access to source selection and proprietary information. • Keep tabs on persons who have been authorized access to source selection and proprietary information. • Report evidence of unauthorized disclosures.	6. For contracts and contract modifications expected to exceed $100,000, obtain the records on persons or classes of persons required by FAR 3.104-5(d). Provide contractors with an opportunity to defend their proposed proprietary markings as prescribed in FAR 3.104-5(e). [3]

[2]FAC 84-47
[3]FAC 84-60

GUIDELINES FOR REVIEWING PURCHASE REQUESTS

The table on the following pages identifies elements of the typical Purchase Request (PR), related sections of the Uniform Contract Format (UCF), typical omissions, the appropriate action for each such omission, typical deficiencies, the appropriate action for each such deficiency, and Units from this manual which discuss the deficiency in greater detail.

Note that many deficiencies will not be detected prior to acceptance of the PR and can only be discovered after researching market data and acquisition histories per Unit 5.

UNIT 3 PURCHASE REQUESTS—APPENDIX I

GUIDELINES FOR REVIEWING PURCHASE REQUESTS

Element	*UCF*	*Typical Omissions*	*Action*
Approvals & Reviews	N/A	Missing one or more approvals or reviews required by agency policy.	Return PR to requiring activity.
Funding	N/A	Did not cite both (a) Source of Funds and (b) amount of funds OR No supporting documentation for absence of a fund citation.	Return PR to requiring activity.
Quantity	§B	No quantity specified OR No unit of issue specified	Obtain from requiring activity prior to accepting the PR.
Independent Government Cost Estimate	NA	No Independent Government Cost Estimate.	Obtain from requiring activity prior to accepting the PR.
Description of Requirement	§C	Missing	Return PR to requiring activity.
Packaging & Marking	§D	Missing	Identify the applicable clause(s) and instructions (e.g., FAR 247-29 through 44). Ask requiring activity if there are any special instructions.

UNIT 3 PURCHASE REQUESTS—APPENDIX I

GUIDELINES FOR REVIEWING PURCHASE REQUESTS

Element	*Typical Deficiencies*	*Action*	*Unit*
Approvals & Reviews	Need for additional justifications and/or waivers (based on analysis of other omissions and deficiencies).	Obtain prior to issuing the solicitation.	N/A
Funding	Wrong fund citation. Funds are not realistic.	Obtain a corrected PR.	Funding (4)
Quantity	Quantities or units are not consistent with the requirement, as finally definitized	Consult the requiring activity. Document discussions and enter the correct quantity and units in the solicitation.	Specifications and Statements of Work (6-7)
Independent Government Cost Estimate	The reasonableness of the estimate is not apparent, given the requiring activity's supporting data.	Consult the requiring activity. Document discussions and obtain any necessary additional data.	Price Objectives (37)
Description of Requirement	Description is vague, ambiguous, overly restrictive, and/or insufficiently restrictive.	Consult the requiring activity. Document discussions and enter the description, as revised, in the solicitation.	Specifications and Statements of Work (6-7)
Packaging & Marking	Proposed packing and marking instructions are vague, ambiguous, overly restrictive, or inconsistent with the requirement. OR Special instructions are necessary, given the requirement (e.g., long storage time or overseas shipments).	Consult the requiring activity. Document discussions and enter special packing and marking instructions, if any, in the solicitation.	Specifications and Statements of Work (6-7)

UNIT 3 PURCHASE REQUESTS—APPENDIX I

GUIDELINES FOR REVIEWING PURCHASE REQUESTS

Element	*UCF*	*Typical Omissions*	*Action*
Inspection & Acceptance	§E	Missing name of person responsible for inspection and acceptance OR Did not specify place (origin or destination) of inspection/acceptance OR Did not specify timing of inspection/acceptance.	Where necessary, obtain name(s), place(s), and/or time(s) from requiring activity.
		No special acceptance criteria or testing procedures.	Identify the applicable clause(s), if any (e.g., FAR 52.246-2 or 246-4). Ask requiring activity if there are any special criteria or testing procedures.
Delivery & Shipment	§F	No delivery date OR Delivery not shown as a calendar date (ASAP, Immediately, etc.) OR Shipping address or place of performance is missing, incomplete, vague, or ambiguous.	Identify the applicable standard clause(s), if any (e.g., FAR 52.212-1 or 212-2). Obtain missing data from requiring activity.
Contract Administration	§G	No COR/COTR identified.	Obtain name(s) from requiring activity.
		No special requirements.	Identify the applicable clause(s), if any (e.g., FAR 52.242-2). Ask requiring activity if there are any special contract administration requirements.

UNIT 3 PURCHASE REQUESTS—APPENDIX I

GUIDELINES FOR REVIEWING PURCHASE REQUESTS

Element	*Typical Deficiencies*	*Action*	*Unit*
Inspection & Acceptance	Proposed inspection and acceptance criteria or testing procedures are vague, ambiguous, overly restrictive, or inconsistent with the requirement. OR Special criteria or instructions are necessary, given the requirement.	Consult the requiring activity. Document discussions and enter special inspection and acceptance criteria or testing procedures, if any, in the solicitation.	Specifications and Statements of Work (6-7)
Delivery & Shipment	Delivery date is not reasonable.	Consult the requiring activity. Document discussions and enter the delivery date, as revised, in the solicitation.	Specifications and Statements of Work (6-7)
Contract Administration	Proposed special contract administration requirements are vague, ambiguous, overly restrictive, or are not consistent with the specification or statement of work OR Special contract administration procedures are necessary, given the requirement.	Consult the requiring activity. Document discussions and enter the special contract administration requirements, as revised, in the solicitation.	Specifications and Statements of Work (6-7)

UNIT 3 PURCHASE REQUESTS—APPENDIX I

GUIDELINES FOR REVIEWING PURCHASE REQUESTS

Element	*UCF*	*Typical Omissions*	*Action*
Special Provisions & Clauses	§H-L	None identified.	Ask requiring activity if any are needed.
Evaluation Factors	§M	None provided.	Ask requiring activity if award will be on "low price" (solely on the basis of price and price-related factors) or "greatest value" (in part or, where required, in whole on technical and business management factors).
Sources	N/A	Only one source recommended OR Requests restricting competition to specified sources.	Question whether the requiring activity is requesting "other than full and open competition" or "full and open competition after the exclusion of sources". If so, obtain the necessary justification.
		No sources recommended.	Ask requiring activity if it knows of any sources.
Acquisition Plan	N/A	Plan not provided.	If a formal acquisition plan is required pursuant to FAR Part 7 and agency supplemental regulations thereunder, obtain plan from the requiring activity.

UNIT 3 PURCHASE REQUESTS—APPENDIX I

GUIDELINES FOR REVIEWING PURCHASE REQUESTS

Element	*Typical Deficiencies*	*Action*	*Unit*
Special Provisions & Clauses	Proposed provisions or clauses are inconsistent with requirement, vague, ambiguous, overly restrictive, or otherwise not applicable.	Independently determine the provisions and clauses to include in the solicitation.	Solicitation Preparation (24)
Evaluation Factors	Proposed evaluation factors are not reliable or valid, given the specification or statement of work.	Consult the requiring activity. Document discussions and enter the evaluation factors, as revised, in the solicitation.	Technical Evaluation Factors (16)
Sources	Proposed restrictions on competition are not valid.	Consult the requiring activity. Document discussions and determine whether or not to restrict competition.	Competition Requirements (12)
Acquisition Plan	Plan is not complete or is otherwise inadequate.	Consult the requiring activity and obtain a revised plan, if any revisions are necessary.	Acquisition Planning (2)

UNIT 3 PURCHASE REQUESTS—APPENDIX I

GUIDELINES FOR REVIEWING PURCHASE REQUESTS

UNIT 4 FUNDING

(Blueprint 5 —5/13/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Funded Requirements

Duty Determine if funds are available to commit the Government on a contractual action before solicitation.

Conditions Given Purchase Requests and data on the market.

Overall Standard(s) Correctly identify the type of funds provided, the period funds expire, and the amount of additional funds needed.

Evaluator

Name _____

Title _____

Date _____

Certification for Part B: Additional Requirements

Duty Determine whether to provide for additional requirements in the contract (e.g., through multiyear or option provisions and clauses).

Conditions Given Purchase Requests and data on the market.

Overall Standard(s) Select multiyear, option, or indefinite delivery clauses and/or provisions for the solicitation when such clauses and/or provisions would lower the expected cost to the Government of meeting additional requirements.

Evaluator

Name _____

Title _____

Date _____

UNIT 4 FUNDING

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 4 FUNDING

Policies

FAR	*Agency Suppl.*	*Subject*
3.5		Buy-in pricing.
17.1		Multiyear contracting.
17.2		Options.
32.700 thru 32.703 32.705-1		Contract funding.
37.106		Funding and term of service contracts.
43.105		Availability of funds for modifications.
52.217-1 - 2		Clauses for multiyear contracting.
52.217-3 - 9		Option clauses.
52.232-18 & .232-19		Availability of funds.

Other KSA's

1. Knowledge of the budget process and when each type of appropriation is applicable; knowledge of Anti-Deficiency Act.

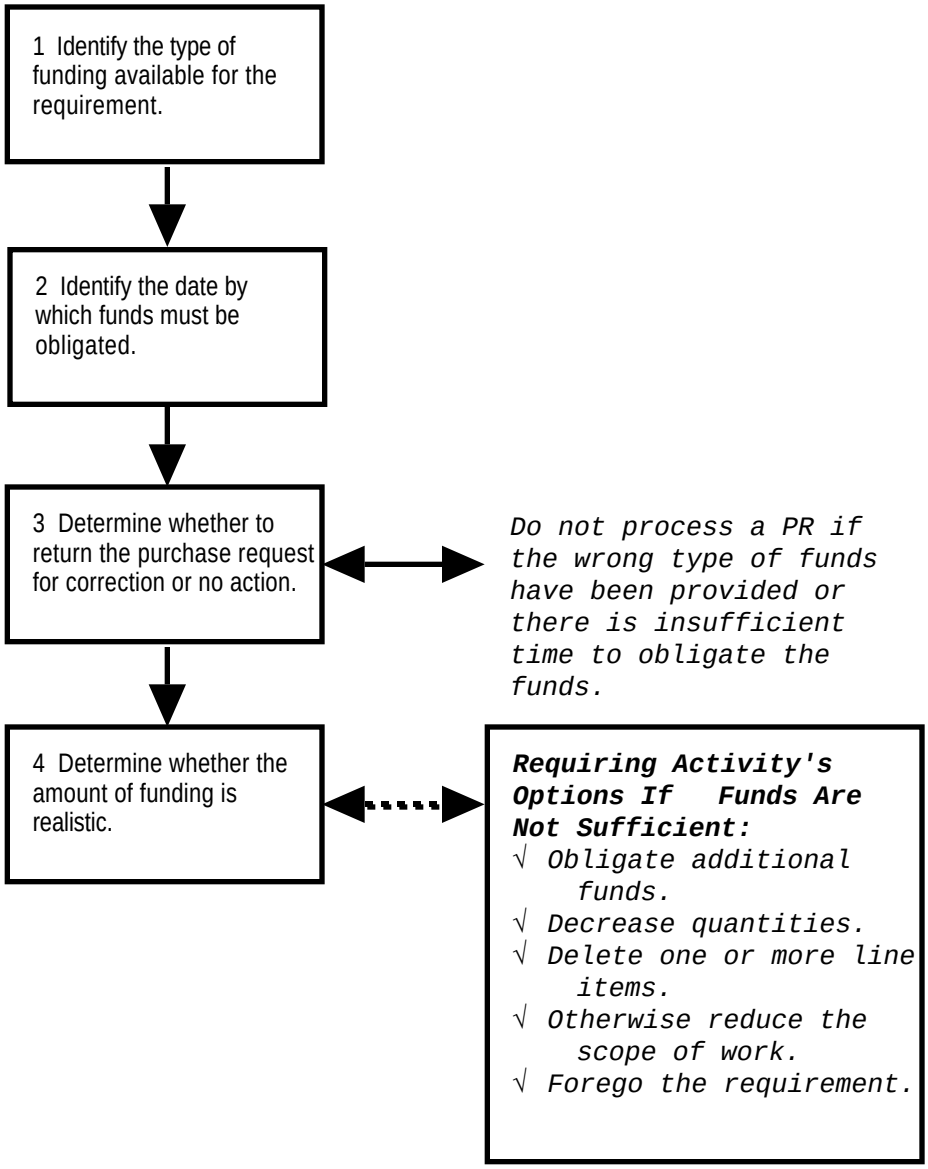
2. Knowledge of when obligation of funds occurs during the procurement action.

3. Knowledge of sources of data on market prices; skill at forecasting market prices and analyzing the pricing decisions of business entities (from Marketing and Economics), in terms of determining whether the realism of amounts obligated against a requirement.

4. Knowledge of the relationship between line and staff authority; knowledge of the role of service departments such as procurement in supporting line managers on mission accomplishment; skill at communicating and exercising leadership in working with line managers (from Organization and Management).

Other Policies and References (Annotate As Necessary):

Part A: Funded Requirements

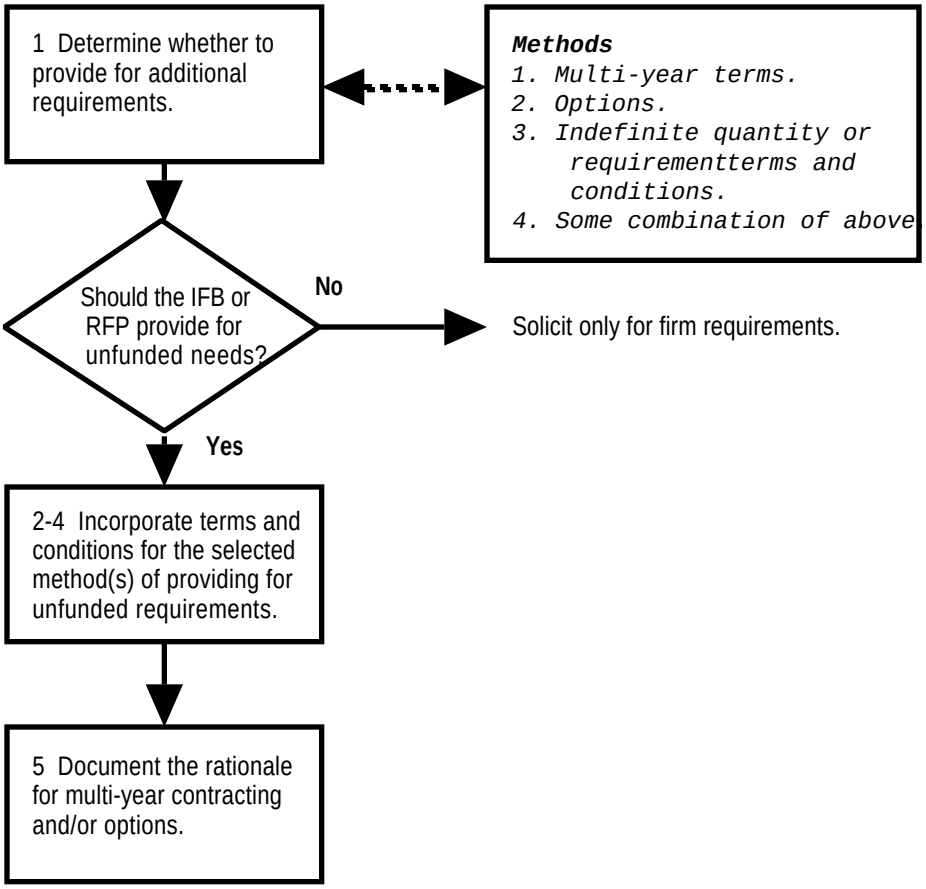


UNIT 4 FUNDING

Part A: Funded Requirements

Tasks	Related Standards
1. Identify the type of funding provided and select the matching contract clause. • multiyear. • annual. • no year.	1. Correctly identify whether the agency has authority to establish multiyear contracts. Contract clauses must correctly match the type of funding available.
2. Determine the date by which funds must be obligated and if funds are likely to be available prior to award. Special circumstances: • No money for the requirement is available in a continuing resolution but the agency's appropriation act has funding for the requirement and is nearing passage. • The award will be made in the following fiscal year, and money for the procurement has been appropriated in the budget for the coming fiscal year.	2. Avoid violation of Anti-Deficiency Act. Incorporate the clause at 52.232-18 when the conditions at FAR 32.703-2(a) are met. Incorporate the clause at 52.232-19 when the conditions at FAR 32.703-2(b) are met.
3. Determine whether to return the purchase request to the requiring activity for correction or no action.	3. Return the purchase request when: • The wrong type of funds have been provided. • There is insufficient time to obligate the funds through award of a contract (e.g., 4th. quarter purchase requests). Correctly explain the funding options available to the requiring activity, in terms of the type of money appropriate for the procurement when time is not sufficient to obligate funds.
4. Prior to initiating the procurement action, determine if the amount of funds provided are realistic (by applying data from acquisition histories and market research—see Unit 5). • If funds are not realistic, advise the requiring activity and determine whether additional funding can be made available. • If requiring activity has no additional funds: - Decrease quantities. - Delete one or more line items. - Otherwise modify the statement of work to reduce estimated cost. - Forego the requirement or proposed modification.	4. Correctly explain the impact on the procurement (e.g., potential for delays or cancellation) if funds are insufficient.

Part B: Additional Requirements



UNIT 4 FUNDING

Part B: Additional Requirements

Tasks	Related Standards
1. Determine whether to provide for additional requirements, through: • Multi-year contracting. • Options. • Indefinite quantity or requirements contracts. • Some combination of the above.	B1. Use multiyear contracting when: a. Noyear or multiyear funds are available (or multiyear contracting is specifically authorized by statute). b. Funds are likely to be available throughout the contract period at levels above the cancellation ceiling, c. You expect no substantial change in the minimum need (i.e., in the production rate, acquisition rate, and total requirement) during the contemplated contract period. d. You plan to award a firm fixed price, fixed price with economic price adjustment, or fixed-priced incentive contract (see Unit 19), and e. A multiyear contract would probably cost less than a string of one-year contracts, for such reasons as: - Fewer contracts to award and administer. - Greater standardization. - No annual startup costs, preproduction testing costs, makeready expenses, phase-out costs, and the like. - Stabilization of the contractor's workforce. - Incurrence only once of the costs of establishing and verifying a quality assurance system. - Submission of highly competitive offers from firms that would have passed on the chance to compete for a one year contract (given start-up costs and other barriers to entering the market). - Greater incentives for contractor investments in facilities, equipment, and manufacturing technology.
	Use an option if: • The option would be for quantities or performance over and above the known firm requirements for which funds are available,[1] • An option would better meet the "need" than initiating a new competitive acquisition at a later date,[2] • An option would better meet the "need" than an indefinite delivery contract (although such contracts can include options),[3]

[1]Even when there is a firm, funded requirement, you may use an option if: (i) The basic quantity is a learning or testing quantity and (ii) Competition for the option would be impracticable after award of the initial contract.
[2]Per FAR 17.202(b)(1), if: (i) The option's delivery date is too close at hand for a new competitive acquisition or (ii) the "option" quantity is too small to permit other firms to offer prices that are competitive with the price that can be offered by the original awardee (given the startup costs of a new production run).
[3]FAC 90-4.

Tasks	Related Standards
	• Market conditions are likely to be stable enough to preclude putting the contractor at undue risk, and • Market prices are not likely to change substantially during the option period.
	Only use indefinite delivery contracts under the conditions specified in Unit 19.
2. If an indefinite quantity or requirements contract is selected, develop the related terms and conditions.	B2. See Unit 19.4.
3. If multiyear contracting is selected, develop the related terms and conditions. • Required FAR clauses and provisions. • Requirements for the first program year and each subsequent year. • Whether to require level unit prices. • Basis for evaluating offers (e.g., price for the first year's requirements, price for the total multiyear requirements, or both) • Cancellation ceilings (percentage or dollar basis) and dates.	B3. Decisions must comply with FAR 17.102, 103, and 105.
4. If options are to be included in the solicitation, develop the related terms and conditions. • Required FAR clauses and provisions. • Period during which the option may be exercised. • Nature of the option (e.g., percentage of specific line items, increase in specific line items, or additional numbered line items). • Basis of evaluation (e.g., inclusive or exclusive of the option and whether the option may be exercised at time of award). • How options are to be priced and evaluated.	B4. Decisions must comply with FAR 17.203, 204, and 208.
5. Document the rationale for multi-year contracting and/or options.	

UNIT 5 MARKET RESEARCH

(Blueprint 6.2 — 3/9/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties

1. Obtain data from acquisition histories and other in-office sources.
2. Collect and compile additional market data.

Conditions

Given Purchase Requests, related contract files, and other reference materials (e.g., current contracts, prior contracts, catalogs, trade journals, and commodity indices).

Overall Standard(s)

Identify all relevant sources of information readily available within the contracting office and extract data necessary for analyzing the requirement, sourcing the procurement, soliciting offers, evaluating offers, and awarding contracts. From sources outside the contracting office, collect and compile additional data necessary for analyzing the requirement, sourcing the procurement, soliciting offers, evaluating offers, and awarding contracts. Comply with the requirement in FAR 7.102 to conduct market surveys for all acquisitions (see the definition of market surveys at FAR 7.101). Comply with the requirement at FAR 11.004 for conducting market research to:

- Ascertain the availability of commercial products to meet the Government's needs, and
- Analyze market practices, including warranty terms, of firms engaged in producing, distributing, and supporting those products.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 5 MARKET RESEARCH

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 5 MARKET RESEARCH

Policies

FAR	*Agency Suppl.*	*Subject*
4.8		Contract files.
5.204 5.205(a)-(b)		Synopsis requirements for presolicitation and other advance notices.
5.405		Obtaining acquisition information from other agencies.
7.101 7.102		Market surveys.
7.103(k)		Requirements to review acquisition histories and descriptions of the supplies or services
7.2		Economic purchase quantities.
7.403		Data available from GSA.
11.004 11.006 11.007		Market research on the availability of commercial products.
14.205-1(d)		Solicitation mailing list applications..
15.404		Presolicitation notices.
19.202-2		Locating small businesses.
35.004		Market research for R&D.
47.205		Availability of GSA and DoD term contracts for transportation services.
52.207-4		Economic purchase quantities.

UNIT 5 MARKET RESEARCH

Other KSA's

1. Knowledge of market research and sources of data on markets (from Marketing); skill in identifying market data relevant to Federal Contract Management business decisions.

2. Skill at market analysis; knowledge of business goals and strategies, market environments, market measurement and forecasting, market segments and product differentiation, product life cycles and market evolution, market prices, market channels/middlemen, physical distribution, industrial markets, and source selection factors and procedures in industrial and public markets (from Marketing).

3. Knowledge of business trends, cycles, and forecasting (from Economics).

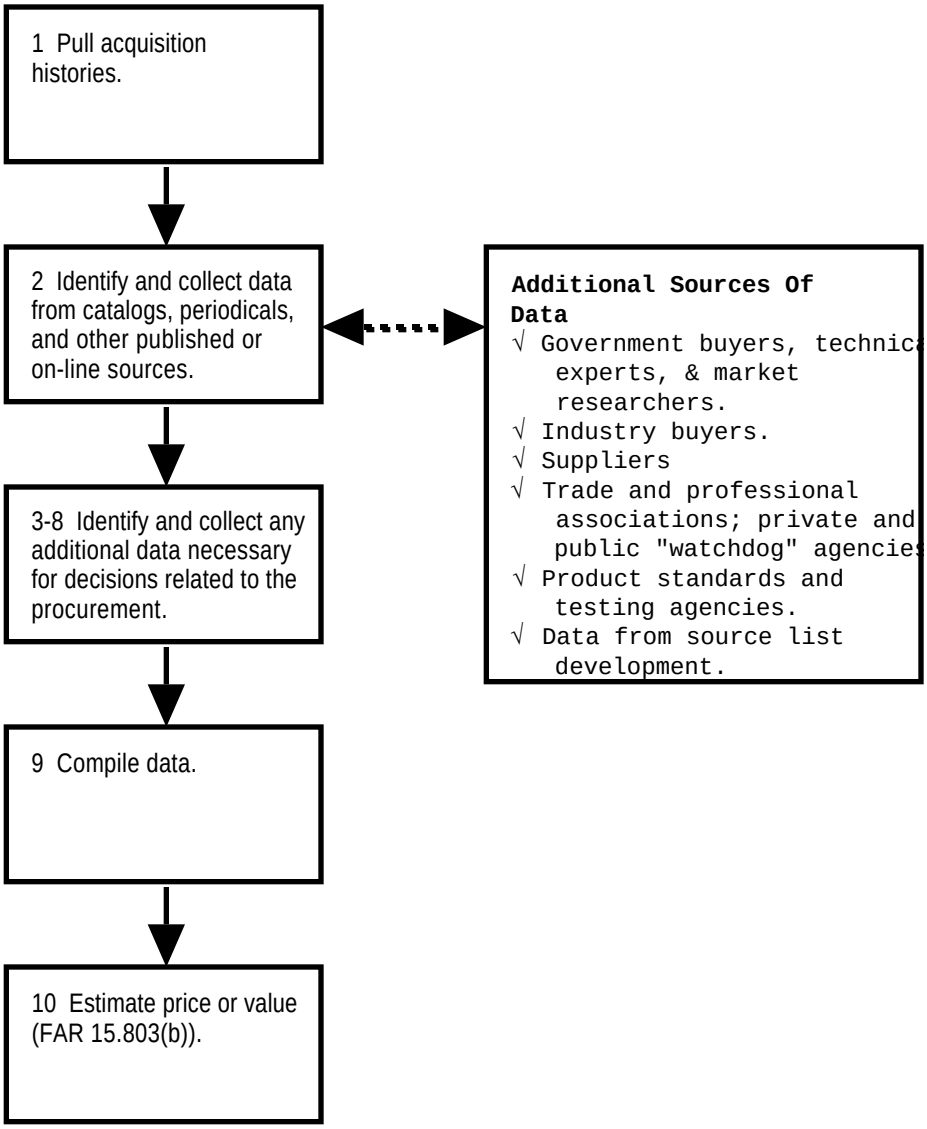
4. Knowledge of the fundamentals of supply and demand; knowledge of derived demand and the determination of factor-prices (from Economics).

4. Knowledge of on-line information services and skill at using terminals to access and download data from the services.

5. Knowledge of sources of financial information on markets and individual firms (from Business Finance).

Other Policies and References (Annotate As Necessary):

MARKET RESEARCH



UNIT 5 MARKET RESEARCH

Tasks	Related Standards
1. Pull acquisition histories on current or prior contracts for the same or similar supplies and services. • Contract files. • Contacts with other buyers who have experience in buying the supply or service.	1. Identify all readily available sources of data within the contracting office; extract all pertinent data. Comply with the requirements in FAR 7.103(k) to review acquisition histories and descriptions of the supplies and services to be procured.
2. Identify and collect data from catalogs, periodicals, and other published or on-line sources. • Yellow pages. • Commercial catalogs. • Thomas Register. • Vendor files. • Mandatory and optional schedules; BOAs. • Trade journals. • Public news media. • Procurement directories. • Product brochures and promotional literature. • Tariffs. • Commodity indices. • Other data collected and compiled for the contracting office.	2. Accurately explain the impact on the acquisition of each omission and deficiency. Obtain corrections and/or supplementary information necessary for acceptance
3. Collect data from Government buyers, technical experts, and market researchers.[1]	3. Correctly identify all potential Government sources and the types of data typically available from each such source.
4. Collect data from industry buyers, State and local Governments, and other non-Federal buyers. • Phone surveys. • Contact customers of prospective contractors (from lists supplied by the contractor).	3. Correctly identify the types of data typically available from buyers and methods of obtaining the data from them.

[1]Relative to the 1989 edition of the Contract Management Training Blueprints, Parts A and B have been combined and task B1 was deleted. The tasks have been renumbered accordingly.

UNIT 5 MARKET RESEARCH

Tasks	Related Standards
5. Collect data from suppliers. • Phone surveys or formal questionnaires (i.e., Solicitation Mailing List Applications, market surveys; presolicitation notices; requests for quotations). • Sources sought synopses. • Unsolicited comments and complaints regarding previous procurements.	5. Correctly identify the types of data typically available from suppliers and methods of obtaining the data from them.
6. Collect data from trade and professional associations (e.g., Better Business Bureau and the Chamber of Commerce) and State and local Government watchdog agencies.	6. Correctly identify the types of data typically available from such organizations and methods of obtaining the data from them.
7. Collect data from non-profit product standards and testing organizations.	7. Correctly identify the types of data typically available from such organizations and methods of obtaining the data from them.
8. Incorporate data from source list development (see Unit 9).	

UNIT 5 MARKET RESEARCH

Tasks	Related Standards
9. Compile and maintain data. • Availability of commercial products to meet Government needs. • Potential cost of modifying commercial products to meet particular needs. • Number of sales and length of time over which they must occur to provide reasonable assurance that a particular product is reliable. • Number of firms in market. • Trends in supply/demand. • Production and delivery leadtimes. • Technological/product changes and forecasts. • Trends in market prices. • Factors that affect market prices (e.g., cost of money, raw materials prices). • Current suppliers to the Government and other potential suppliers, identifying for each: - Market shares and niches. - Market/corporate strategies. - Distinguishing features of the firm's products. - Patent and data rights. - Product reliability and history. - Production capability. - Distribution and support capabilities. • Other potential buyers (both industry and Government). • Commercial specifications and industry standards. • Trends in buying practices, discounts, warranty practices, and other terms/conditions for commercial and Government sales. • Trends in Government demand. • Trends in prices paid by the Government and procurement leadtimes. • Problems and issues in the award and administration of previous contracts. • Laws and regulations applicable to the product or service.	9. Correctly list the major categories of market data. For each type of data, correctly list all related contracting duties and describe how the data can be applied in performing each such duty.
10. Estimate the proper price level or value of the supplies or services to be purchased prior to soliciting (per FAR 15.803(b)).[2]	10. Correctly calculate the probable range of prices that will be offered and key cost drivers.

[2]This is also the first task of Unit 37. This task should be referenced here but primarily taught with Unit 37.

UNIT 6 SPECIFICATIONS

(Blueprint 3.2 — 3/8/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Critique the specification and related elements of the Purchase Request.
Conditions	Given Purchase Requests , other related documents, and copies of the Index of Federal Specifications and Standards and the Department of Defense Index of Specifications and Standards.
Overall Standard(s)	The specification, as prepared by the requiring activity after review by the Contract Specialist: • Is the most efficient and economical type of specification (e.g., Federal Specification, commercial item description (CID), brand name or equal, or other type of purchase description) for the requirement. • Excludes all products or services that cannot meet the actual minimum functional need. • Encompasses all available products or services that can meet the actual minimum functional need (eliminates any nonessential preferences that may thwart full and open competition). • Is stated in terms that the market can satisfy.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 6 SPECIFICATIONS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 6 SPECIFICATIONS

Policies

FAR	*Agency Suppl.*	*Subject*
7.103(k)		Requirement for graphic representations of supplies.
10		Specifications, standards, and other purchase descriptions.
11.003		Requirement that the Government's needs be initially described in functional terms.
11.005		Acceptability of commercial products.
12.1		Delivery and performance schedules.
12.401		Variation in quantity.
19.202-1		Encouraging small business participation in acquisitions.
22.103-3(a)		Scheduling to avoid the necessity of overtime.
23.4		Specifying use of recovered materials.
25.405(b)		No imposition of technical requirements to preclude acquisition of eligible products under the Trade Agreements Act.
52.210-1 thru 7		Clauses on specifications and used materials.

Other KSA's

1. Knowledge of:
   - Types of specifications and the pros and cons of each type (design, functional, performance).
   - Different specification forms and the pros and cons of each (Federal and Military Specifications, commercial item descriptions, brand name or equal descriptions, purchase descriptions prepared by requiring activities).
   - The impact of different types and forms of specifications on inspection and acceptance, and responsibility for performance.
   - The relationship between the specification and potential problems and issues in contract administration.
   - Federal and Military Indexes and how to obtain copies of existing specifications.
   - Techniques used in determining commerciality of supplies and services.

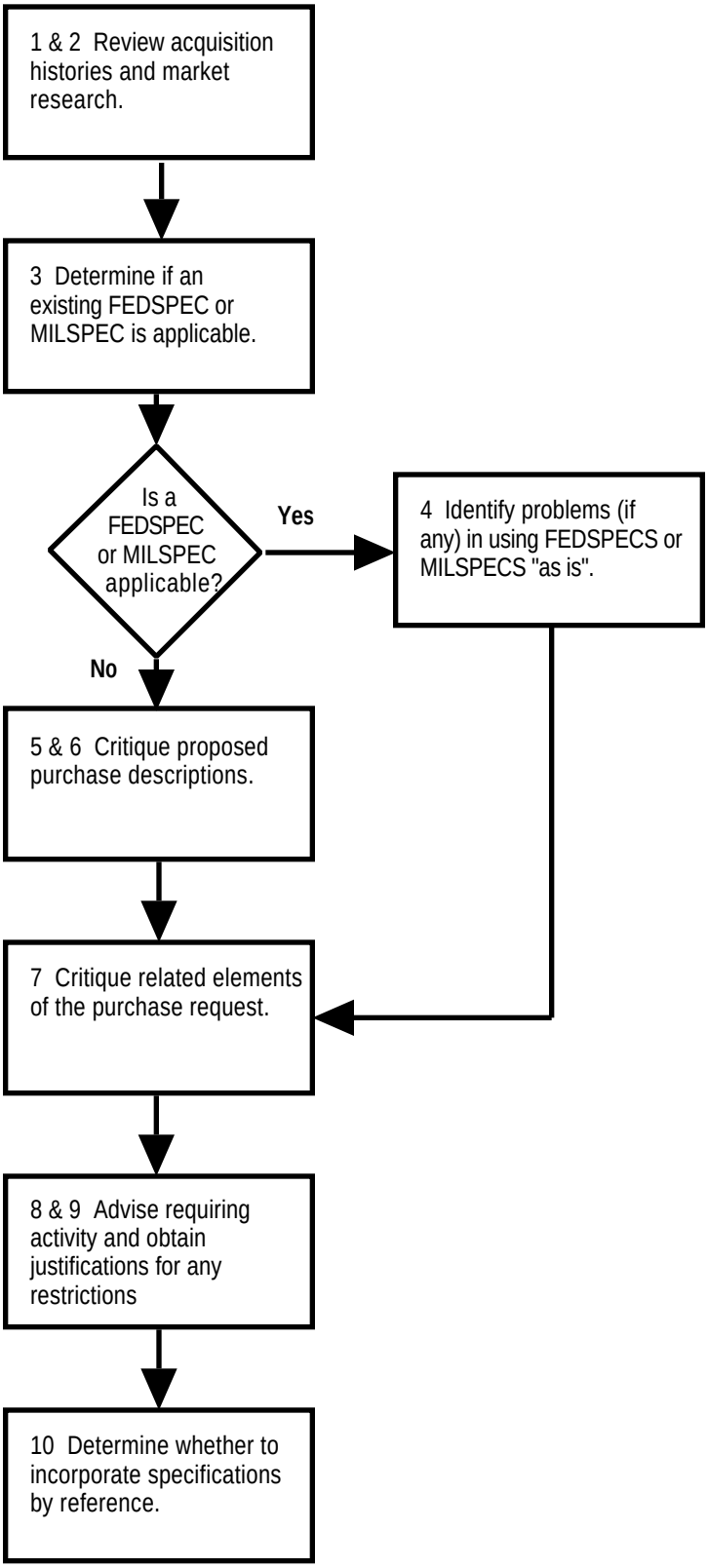
2. Skill at market analysis; knowledge of market segments and product differentiation; knowledge of product life cycles and market evolution (from Marketing).

3. Knowledge of the relationship between specifications and market competition; in terms of barriers to entering markets, predatory and exclusionary tactics; unfair and unethical competition; restraint of trade; and monopolization (from Marketing).

4. Knowledge of the relationship between line and staff authority; knowledge of the role of service departments such as procurement in supporting line managers on mission accomplishment; skill at communicating and exercising leadership in working with line managers (from Organization and Management).

Other Policies and References (Annotate As Necessary):

SPECIFICATIONS



UNIT 6 SPECIFICATIONS

Tasks	Related Standards
1. Review acquisition history for similar/same requirements (see Unit 5). • Type of specification used. • Problems encountered (competition, performance).	1 and 2. Correctly extrapolate all data relevant to reviewing and improving the Government's description of the need.
2. Review market research and surveys for similar procurements (see Unit 5). • Commercial item descriptions (used by suppliers in commercial sales). • Products available to meet the needs: - Salient characteristics. - Prices. - Price/feature tradeoffs. - Trends in technology. - Production leadtimes and quantities available. - Quality and reliability. • Feedback from suppliers on existing specifications , e.g.: - Restrictive. - Nonessential preferences. - Obsolete. - Weak.	
3. Determine if an existing FEDSPEC or MILSPEC is applicable. • Current edition. • Adequately describes the minimum needs of the Government as written .	3. Correctly identify FEDSPECs or MILSPECs that describe the minimum functional need. Ensure that specifications incorporated by reference are the current edition. Record each specification's approval date and dates of any applicable amendments and revisions for inclusion in the solicitation.

UNIT 6 SPECIFICATIONS

Tasks	Related Standards
4. Identify problems (if any) in using FEDSPECs or MILSPECs "as is" to meet the need. • Inapplicable section(s). • Restrictive section(s)(e.g., recommend switching from design to performance or vice versa). • Omitted features. • When used in prior procurement, failed to exclude products or services that do not meet the need. • Would exclude products or services (especially items new to the market) that can meet the minimum need at a better price.	4. Recognize all changes necessary to improve the specification's ability to yield the best market response (in terms of competition, quality, timeliness, price and and the minimum functional need). The final specification, as modified by the requiring activity, should meet the overall standards for this competency. Obtain the necessary approvals of deviations from existing specifications.
5. Identify inadequacies in purchase descriptions proposed by the requiring activity. • Wrong type of specification (functional, performance, design). • Wrong type of purchase description (commercial item description, brand name or equal, or formal purchase description). • Failure to indicate salient physical, functional, or other characteristics of items being sought as "Brand Name or Equal." • Improper format. • Restrictive or impractical requirements (in terms of the market's capabilities). • Nonessential or obsolete requirements. • Ambiguous or vague terms. • Unclear division of responsibilities between parties. • Omissions. • Too weakly drafted to screen out inadequate products or services. • Government made responsible for supporting functions that contractors can provide at lower cost.	5. Where necessary for reviewing the description of the supplies, obtain a picture, drawing, diagram, or other graphic representation of the requisitioned supplies. Use purchase descriptions only when an existing FED/MIL SPEC cannot be used or modified. Recognize all changes necessary to improve the specification's ability to yield the best market response (in terms of competition, quality, timeliness, price and the actual minimum functional need). Only accept a "brand name" specification if accompanied by an approved J&A for other than full and open competition.[1]
6. Determine whether used or reconditioned materials, former Government surplus property, or residual inventory would be acceptable in meeting the need.	

[1]FAC 90-5

UNIT 6 SPECIFICATIONS

Tasks	Related Standards
7. Critique related elements of the Purchase Request. Based on data from acquisition histories and market research, critique: • Packaging, packing, preservation, and marking. • Inspection and acceptance criteria and requirements. • Delivery/shipment requirements. • Contract administration requirements.	7. With respect to the requiring activity's recommendations in the Purchase Request, recognize all changes necessary to improve the solicitation's ability to yield the best market response (in terms of competition, quality, timeliness, price and the actual minimum functional need). Where the requiring activity failed to provide a recommendation (e.g., on packaging requirements), suggest any special requirements that would improve the market's response to the Government's actual minimum functional need. Ensure that delivery and performance schedules in part will encourage small business participation to the extent consistent with the actual requirements of the Government.
8. Advise requiring activity and obtain agreement on needed changes.	8. Sections B-G of the final solicitation (or the equivalent material when the solicitation is not written in the Uniform Contract Format) meet the overall standards for this Unit.
9. Obtain justification from the requiring activity when restrictions apply (to be evaluated as provided in Unit 12).	9. Provide sufficient basis for restrictive requirements.
10. Determine whether to incorporate the specifications by reference or whether to furnish the specifications with the solicitation.	10. Only furnish the FEDSPECs or MIL-SPECs under the conditions specified in section 10.008 of the FAR. Furnish any brand name or equal description used.

UNIT 6 SPECIFICATIONS

Tasks	Related Standards

UNIT 7 STATEMENTS OF WORK

(Blueprint 3.3 — 3/8/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	Critique statements of work (SOWs) and related elements of the Purchase Request.
Conditions	Purchase requests and data from market research
Overall Standard(s)	Correctly identify parts of the statement of work which are inconsistent with the technical evaluation factors (if any), instructions for proposal submission, and other parts of the Purchase Request. The statement of work, as written by the requiring activity after review by the Contract Specialist: • Is complete, with a clear-cut division of responsibility between the contracting parties. • Excludes all products or services that cannot meet the actual minimum functional need. • Encompasses all available products or services that can meet the actual minimum functional need (eliminates any nonessential preferences that may thwart full and open competition). • Is stated in terms that the market can satisfy.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 7 STATEMENTS OF WORK

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 7 STATEMENTS OF WORK

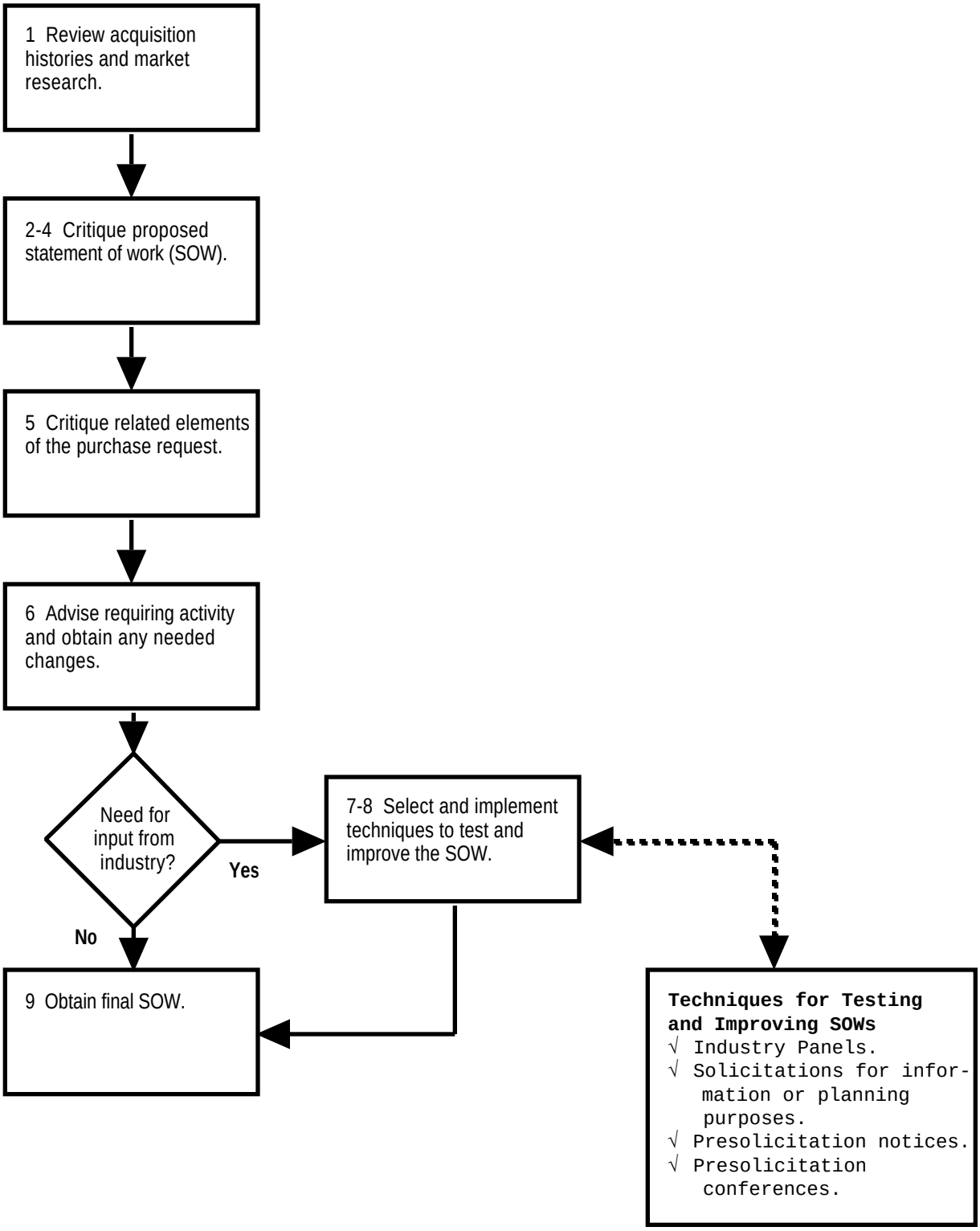
FAR	*Agency Suppl.*	*Subject*
5.204 5.205(a)		Synopsis requirements for presolicitation notices.
5.404		Long-range acquisition estimates.
9.3		First article testing.
10.002 10.004		General requirements for statements of work.
12.1		Deliveries or performance schedules.
12.401		Variation in quantity.
15.404 15.405		Presolicitation notices and conferences and draft RFPs.
19.202-1		Encouraging small business participation in acquisitions.
22.103-3(a)		Scheduling to avoid the necessity of overtime.
23.4		Specifying use of recovered materials.
24.1		Special review requirements for sow's that involve the design, development, or operation of systems of records.
25.405(b)		No requirements solely to preclude acquisition of eligible products under the Trade Agreements Act.
35.004(a)		Statements of work for research and development. Also FAR 35.005, 35.007, 35.010(a), 35.011(a), and 35.015(a).
46.2 46.3 46.401 thru 403		Inspection and acceptance requirements
52.209-3 - 4		First article approvals
52.210-5 - 7		Used materials.
52.212-1 - 212-2		Delivery time.
52.215-3		Solicitations for information or planning purposes.
52.246-2 - 246-4		Inspection of supplies and services.
52.246-11		Higher-level contract quality requirements.
52.246-15		Certificates of conformance.
52.246-16		Responsibility for supplies.
52.242-2		Production progress reports.
52.247-29 thru 52 247-44		Packing, marking and delivery points.

Other KSA's

Reserved.

Other Policies and References (Annotate As Necessary):

STATEMENTS OF WORK



UNIT 7 STATEMENTS OF WORK

Tasks	Related Standards
1. Review data from acquisition histories and market research for the same or similar requirements (see Unit 5). • Available products and services to meet the minimum functional needs. • Current and potential suppliers. • Trends in supply/demand. • Production and/or delivery leadtimes. • Factors that affect market prices. • SOWs used by Government and industrial buyers. • Problems, issues, and recommendations from award and administration of previous contracts. • Feedback from suppliers on previous contracts. • Private sector practices in acquiring goods/services for similar requirements.	1. Collect all data necessary to prepare and/or critique the statement of work in terms of the market's capabilities.
2. Draft the proposed statement of work. Typical elements: • Background. • General Scope of Work/Objectives. • Contractor Tasks. • Contract End Items. • Physical/functional/performance characteristics (e.g., common nomenclature, kind of material, electrical data, dimensions, size, capacity, principles of operation, restrictive environmental conditions, intended use). • Packing, packaging and marking requirements. • Inspection and acceptance criteria. • Reporting requirements. • References to Related Studies, Documentation, and Specifications. • Data Requirements. • Support Equipment for Contract End Items. • Government/Buyer Furnished Property, Facilities, Equipment, Services. • Government/Buyer Furnished Documentation. • Delivery schedules or period of performance. • Other data pertinent to requirement(s).	2. Include all (and only those) elements necessary to adequately describe the required product or service. Draft statement of work, as prepared by the requiring activity, should meet the overall standard for the competency. (Note: This is the requiring activity manager's responsibility. For Contract Specialists, this step represents an exercise in cross-training.)

UNIT 7 STATEMENTS OF WORK

Tasks	Related Standards
3. Critique proposed statements of work. Typical inadequacies: • Wrong type of specification (functional, performance, design). • Improper format. • Restrictive or impractical requirements (in terms of the market's capabilities). • Nonessential or obsolete requirements. • Ambiguous or vague terms. • Unclear division of responsibilities between parties. • Omissions. • Too weak to screen out products or services that do not meet minimum needs.	3. Advise requiring activities on all changes necessary to improve the specification's ability to yield the best market response (in terms of competition, quality, timeliness, price and the minimum functional need) and meet the overall standards for this Unit. Recommend first article testing when such testing may be necessary to ensure that the product conforms to all contract requirements for acceptance.
4. Determine whether used or reconditioned materials, former Government surplus property, or residual inventory would be acceptable in meeting the need.	
5. Critique related elements of the Purchase Request. • Packaging, packing, preservation, and marking. • Inspection and acceptance criteria and requirements. • Delivery/shipment requirements. • Contract administration requirements.	5. Recognize all changes necessary to improve the solicitation's ability to yield the best market response (in terms of competition, quality, timeliness, price and the actual minimum functional need). Where the requiring activity failed to provide a recommendation (e.g., inspection and acceptance criteria), suggest any special requirements (e.g., first article testing) that would be necessary to improve the market's response to the Government's actual minimum functional need. Ensure that delivery and performance schedules in part will encourage small business participation to the extent consistent with the actual requirements of the Government.
6. Discuss recommendations with the requiring activity and obtain agreement on final statement of work changes. Potential tactics: • Ask leading questions. • Play devil's advocate. • Provide "straw man" alternatives .	6. Sections B-G of the final solicitation (or the equivalent material when the solicitation is not written in the Uniform Contract Format) should meet the overall standards for this Unit.

Tasks	Related Standards
7. Select technique(s) for testing and improving the Government's description of the need(s) and determining or sparking the private sector's interest in meeting the need. • Industry panels. • "Solicitations for information or planning purposes." • Presolicitation notice. • Presolicitation conferences. • None.	7. Correctly select the technique(s) (if any) that best fit the procurement. Accurately describe the pros and cons of available methods, in terms of determining and enhancing the market's capability to meet the needs and interest in meeting the needs.
8. Implement selected techniques for testing and improving the Government's description of the need(s). a. Establish and conduct industry panels to assist in developing specifications. Subtasks: • Publicize panel meeting schedule. • Select members. • Establish goals of the panel. • Lead discussions. • Brief requiring activities on their roles.	8a. Select a representative sample of suppliers. Identify successful commercial approaches. Open panel meetings to the public. Make all information provided to the panel, along with complete transcripts of the panel sessions, available to other interested parties, along with all comments and recommendations from the panel. (Usually done before SOW developed.)
b. Issue a solicitation for information or planning purposes	8b. Incorporate the provision at 52.215-3, Solicitation for Information or Planning Purposes.
c. Draft presolicitation notices. Subtasks: • Synopsize availability of notice. • Provide condensed version of the proposed statement of work. • Request feedback on the proposed statement of work. • Request expression of interest in the contemplated acquisition by a specified date. • Invite to presolicitation conference (if any).	8c. Mail to known suppliers. Precisely define the information to be furnished by respondents in their responses. The presolicitation notice should be complete and comply with FAR 15.404 and agency policies. Send copies of the solicitation to all respondents who respond affirmatively to the presolicitation notice.

Tasks	Related Standards
d. Conduct presolicitation conference. Subtasks: • Identify technical, legal, and other participants. • Brief technical, legal, and other participants on their roles. • Identify, synopsize, and mail presolicitation notices to prospective industry participants. • Open conference and brief participants on the proposed requirement. • Answer questions. • Obtain verbal feedback on statement of work. • Identify interest in submitting offers • Provide opportunity for on-site visit so that potential offerors can observe current operations under the existing contract (where applicable)	8d. Do not use such conferences to prequalify offerors. Send copies of the solicitation to all organizations which are represented at the conference.
9. Obtain final SOW.	

UNIT 8 SERVICES

(Blueprint 3.4 — 3/8/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Authority To Purchase Services

Duty Identify requests to purchase personal or "advisory and assistance" services and determine whether or not to procure the requested services.

Conditions Given Purchase Requests and data on the market.

Overall Standard(s) Avoid contracts for unauthorized personal services, thereby precluding the circumvention of agency personnel ceilings and maintaining proper control of Government work. Correctly distinguish advisory and assistance services and correctly determine whether or not the requested services may be procured.

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Service Contract Act Wage Determinations

Duty For work covered by the Service Contract Act, identify required skill classifications and prepare requests for wage determinations from the Department of Labor (DOL).

Conditions Given Purchase Requests, acquisition histories, and data on the market.

Overall Standard(s) Correctly (1) determine whether the Service Contract Act applies to the procurement, (2) identify the required skills to which it applies, and (3) incorporate Department of Labor wage determinations (including fringe benefits).

Evaluator Name _____

Title _____

Date _____

UNIT 8 SERVICES

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 8 SERVICES

Policies

FAR	*Agency Suppl.*	*Subject*
9.5		Organizational conflicts of interest.
22.10		Service Contract Act.
37		Service contracting.
52.222-41 thru 52.222-44 52.222-47 thru 52 222-49		Clauses related to the Service Contract Act.

Other KSA's

1. Knowledge of criteria for distinguishing personal from nonpersonal services contracts.

2. Knowledge of the criteria for distinguishing advisory and assistance services from other types of services.

3. Knowledge of the criteria for distinguishing professional from nonprofessional employees.

4. Knowledge of Department of Labor procedures and leadtimes for requesting wage determinations.

5. Knowledge of the different skill classifications, in terms of analyzing proposals.

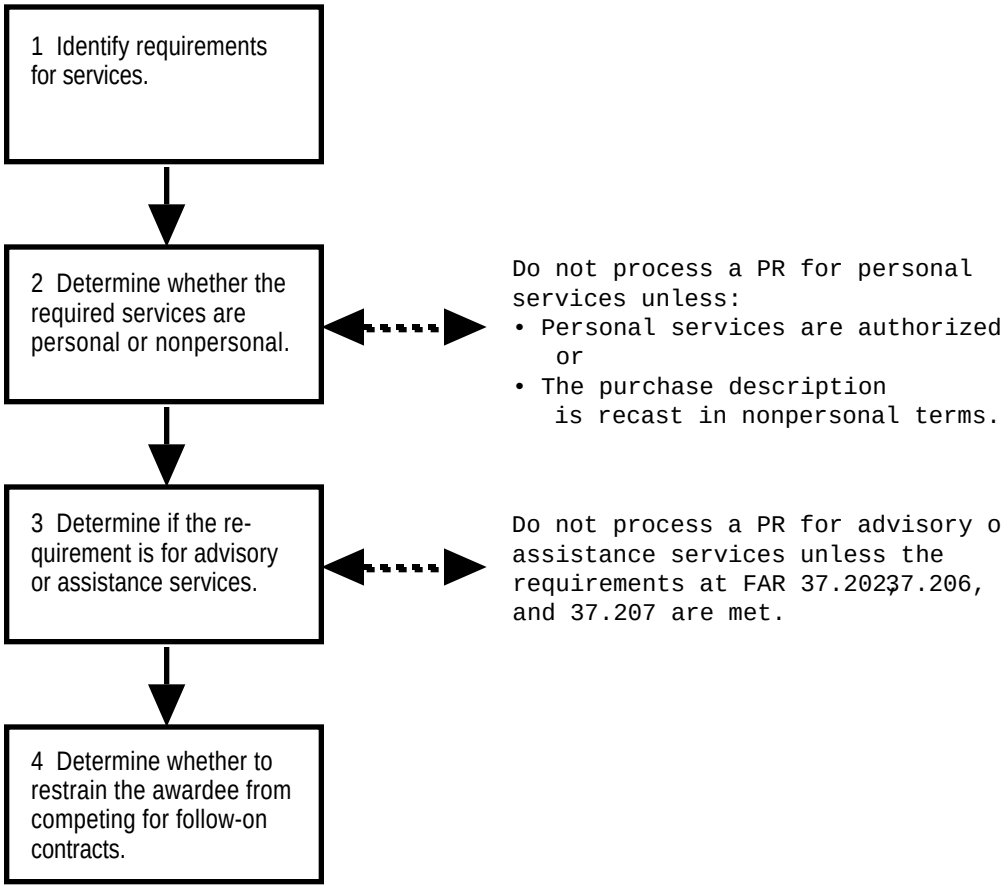
6. Knowledge of laws regulating employment, including laws on wages and hours of work and on labor management relations (from Business Law).

7. Knowledge of the relationship between line and staff authority; knowledge of the role of service departments such as procurement in supporting line managers on mission accomplishment; skill at communicating and exercising leadership in working with line managers (from Organization and Management).

8. Knowledge of the fundamentals of supply and demand; knowledge of derived demand and the determination of wages (from Economics).

Other Policies and References (Annotate As Necessary):

Authority To Purchase Services



UNIT 8 SERVICES

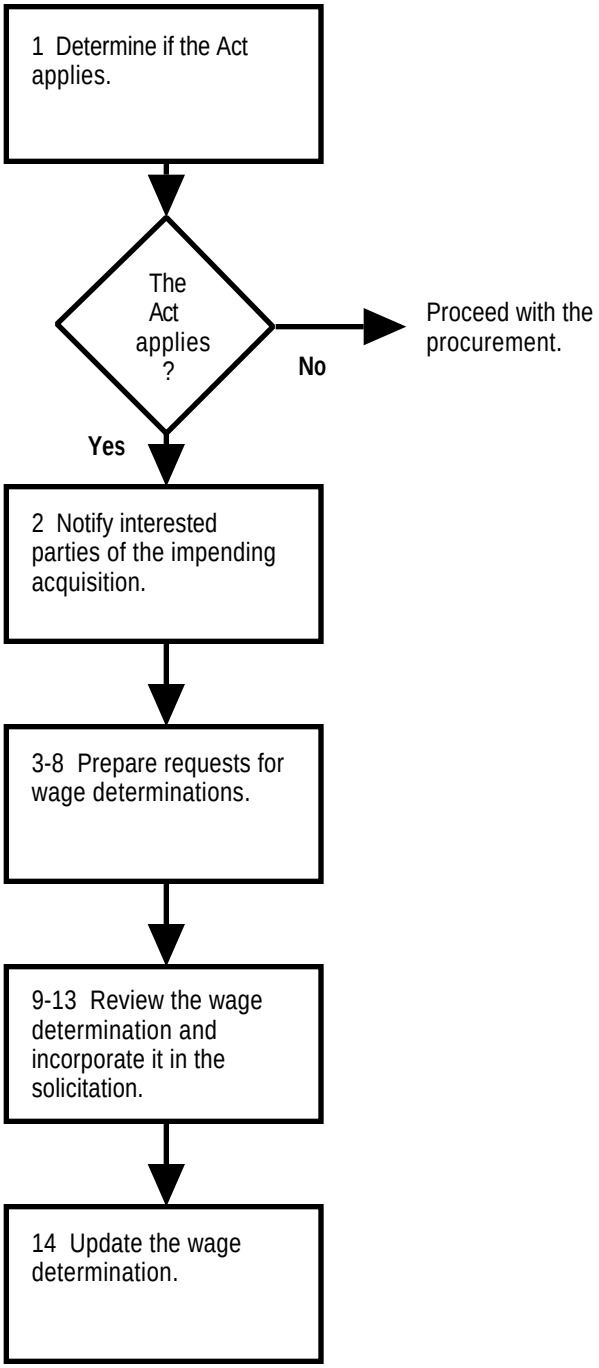
Part A: Authority To Purchase Services

Tasks	Related Standards
1. Identify requirements for services.	A1. Correctly determine if the purchase description requires the contractor to perform services (which may include obtaining supplies) or merely deliver products.
2. Determine whether the services are personal or nonpersonal. (Note: services furnished by temporary help firms are not required or treated as personal services.)	A2. Correctly use the definitions in FAR 37.101 and the guidelines in FAR 37.104 and FAR 37.112.[1] Do not solicit for personal services without specific statutory authorization. All other service contracts should meet the regulatory test for nonpersonal services.
2.1 Determine whether to solicit for the skills of private sector temporaries.[2]	A2.1 Do not solicit for temporary help services absent assurance from requiring activities that the services: • Are not being used in lieu of regular recruitment under civil service laws, or • To displace an employee. Acquisitions of temporary help comply with the authority, criteria, and conditions of 5 CFR Part 300, Subpart E, Use of Private Sector Temporaries, and agency procedures.
3. Determine whether to proceed with the acquisition of advisory or assistance services. Subtasks: • Determine if the requirement constitutes advisory and/or assistance services. • Determine whether the advisory and assistance services may be procured. • Recommend any changes to the statement of work that are necessary to limit the work to the types of services defined at FAR 37.203. • Obtain from the requiring activity a written justification of need and certification that such services do not unnecessarily duplicate any previously performed work or services. • Ensure the purchase request has received the necessary approvals for such services.	A3. Correctly distinguish advisory and assistance services from other kinds of services. Do not solicit for advisory and assistance services that are prohibited under section 37.202(c) of the FAR or fall outside the scope of 37.203.

[1]Changed in 2nd edition.
[2]Changed in 2nd edition.

Tasks	Related Standards
4. Determine whether to restrain the awardee from competing for follow-on contracts. Subtasks: • Identify acquisitions that would create an actual or potential conflict of interest on a future acquisition. • Determine whether the acquisition is exempt from the requirements of FAR subpart 9.5. • Prepare a written analysis of the potential conflict of interest. • Select and/or prepare the applicable solicitation provision and contract clause. • Forward the analysis and proposed provision and clause to the chief of the contracting office for review and approval. • If approved, incorporate the provision and/or clause in the solicitation. • Based on the information supplied by the offeror in response to the the solicitation or during discussions, resolve the potential conflict. • Retain any certificates submitted as prescribed in the solicitation.	A4. Accurately apply the rules and examples in FAR 9.505 and 9.508 in identifying potential conflicts of interest. Correctly apply the criteria in 9.502 and 9.503 in determining whether the acquisition is exempt from the requirements of FAR 9.5. Comply with the requirements of 9.5 for preparing the analysis of a potential conflict and the related solicitation provision and clause.

Service Contract Act Wage Determinations



UNIT 8 SERVICES

Part B: Service Contract Act Wage Determinations

Tasks	Related Standards
1. Determine if the Service Contract Act is applicable. Criteria: • Exceeds $2,500. • The principal purpose of the contract is to furnish services. • To be performed, to a significant or substantial extent, by other than executive, administrative or professional employees. • To be performed primarily in the United States. • Not otherwise exempted.	B1. Correctly interpret the provisions of FAR 22.1004 and 29 CFR 4. Correctly identify excepted types of services, including: • Construction (covered by Davis-Bacon) • Work covered by Walsh-Healy • Carriage of freight or personnel by vessel, airplane, bus, truck, express, railway line, or oil or gas pipeline where published tariff rates are in effect. • Radio, telephone, telegraph, and cable service subject to the Communications Act of 1934. • Public utility services. • Employment contracts • Other types that are exempted by Labor
2. Notify interested parties under Collective Bargaining Agreements (CBA) of the impending acquisition.	B2. In providing notice, conform to FAR 22.1010.
3. Identify skill classification(s): • From the Collective Bargaining Agreement (CBA), if any, or • From the Service Contract Act Directory of Occupations.	B3. Distinguish classifications subject to the CBA from those that are not, per FAR 22.1008-3(g).
4. Estimate the number of service employees in each skill class.	
5. Identify the wage rates that would be paid to the members of each class if employed by the Federal agency.	B5. Accurately establish such wage rates as prescribed in FAR 22.1016.

Tasks	Related Standards
6. Obtain a copy of the CBA between the incumbent (if any) contractor or subcontractor and its employees.	B6. Correctly apply the criteria in 22.1008-3(c) in determining whether to request a copy of the collective bargaining agreement, if any. Obtain the current applicable CBA. Invoke section m of the clause at 52.222-41 as the basis for obtaining a copy of the agreement.
7. Identify the places of performance. Alternatives: • Request wage determinations for all possible places or areas of performance. • Request wage determinations for probable places of performance and allowing offerors to request wage determinations for other places of performance.	B7. Include the clause at 52.222-49 when offerors are to be allowed to propose additional places of performance other than those for which a Wage Determination has been requested. Generally allow offerors 10-15 days from the IFB or RFP issuance date to submit requests for wage determinations.
8. Prepare requests for Wage Determinations (SF 98 and 98a) from the Department of Labor (DOL).	B8. The completed SF98 and 98(a) should conform to the requirements of FAR 22.1008. Submit the SF98 and 98a within the time limits established in FAR 22.1008-7.
9. Expedite and obtain DOL's response to the request. Potential responses from DOL: • A wage determination. • No wage determination in effect for the locality of contract performance. • Service Contract Act not applicable. • Return of Notice for additional information.	
10. Determine whether to appeal the wage determination to DOL. • The terms of the CBA vary substantially from those prevailing for similar services in the locality, and/or • The incumbent CBA was not the result of arm's length negotiations. • The wage determination contains significant errors or omissions.	B10. Consult the agency labor advisor under the conditions in FAR 22.1013. File an appeal within the time limits and as prescribed in FAR 22.1021.

Tasks	Related Standards
11. Incorporate DOL wage determinations (if any are provided by DOL) and other provisions and clauses prescribed by the Service Contract Act in the solicitation.	
12. If the DOL wage determination is late, determine whether and how to incorporate it in the solicitation or contract.	B12. Comply with the provisions of FAR 22.1012.
13. Reverify wage determinations with DOL if the IFB, RFP, bid opening date, or the commencement of negotiations is delayed for more than 60 days from the date in the Notice.	
14. Update wage determinations when the contract has provisions for adjusting the contract price to reflect changes in wage rates. Typical examples: • Contract modifications that change the scope of work whereby labor requirements are affected significantly. • Exercise of options or other such extensions of contract performance. • Multiple year contracts.	B14. Request updated wage determinations when the conditions in FAR 22.1007 apply. Prepare the SF98 and 98a as prescribed in FAR 22.1008. Submit the SF98 and 98a within the time limits established in FAR 22.1008-6.

UNIT 9 SOURCES

(Blueprint 6.1 — 2/25/93)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Certification for Part A: Required Sources

Duty Identify required sources.

Conditions Given Purchase Requests and source lists (e.g., GSA catalogs, bulletins, FPI Schedule of Items, lists of supplies available from the Committee for Purchase from the Blind & Other Severely Handicapped, GSA supply catalogs, Federal Supply Catalog, Subsistence Catalog, commercial catalogs, and procurement planning directories).

Overall Standard(s) Correctly identify the required source (if any) for the procurement.

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Commercial Source Lists

Duty Develop commercial source lists.

Conditions Given Purchase Requests, acquisition histories, and data on the market.

Overall Standard(s) Identify a sufficient numbers of offerors to obtain effective price and/or technical competition and capability to meet the Government's needs.

Evaluator Name _____

Title _____

Date _____

Certification for Part C: Qualified Bidders, Manufacturers, & Products Lists

Duty Apply Qualified Bidders, Manufacturers, and Products Lists.

Conditions Given Purchase Requests, acquisition histories, and data on the market.

Overall Standard(s) Correctly verify that a QBL, QML, or QPL applies to the requirement. Correctly ascertain, through market research, whether unlisted firms or products may be able to meet the minimum functional need.

Evaluator Name _____

Title _____

Date _____

Certification for Part D: Special Standards of Responsibility

Duty Determine and establish any necessary "special standards of responsiblity."

Conditions Given Purchase Requests.

Overall Standard(s) As written by the requiring activity after review by the Contract Specialist, special standards of responsibility are necessary, reliable, and valid.

Evaluator Name _____

Title _____

Date _____

Certification for Part E: Interagency Acquisitions Under The Economy Act

Duty Determine the need and identify procedures for ordering from other Federal departments and agencies.

Conditions Given Purchase Requests and data on products or services available from other Federal agencies.

Overall Standard(s) Comply with the Economy Act or other policies authorizing interagency acquisiitons.

Evaluator Name _____

Title _____

Date _____

UNIT 9 SOURCES

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments

UNIT 9 SOURCES

Policies

FAR	*Agency Suppl.*	*Subject*
8		Required sources.
9.104-2		Special standards of responsibility.[1]
9.2		Qualification requirements.
14.204 14.205 15.403		Mailing lists.
17.5		Interagency acquisitions under the Economy Act.
19.202-2		Including small businesses on mailing lists.
38.101 38.102		Federal Supply Schedules.
52.209-1		Qualification requirements.
52.214-9 52.215-15		Failure to submit offer a basis for removal from source list.

Other KSA's

1. Knowledge of required source catalogs and how to obtain them.

2. Knowledge of the orderings of priority for acquiring supplies and services from required sources.

3. Knowledge of sources of information on suppliers.

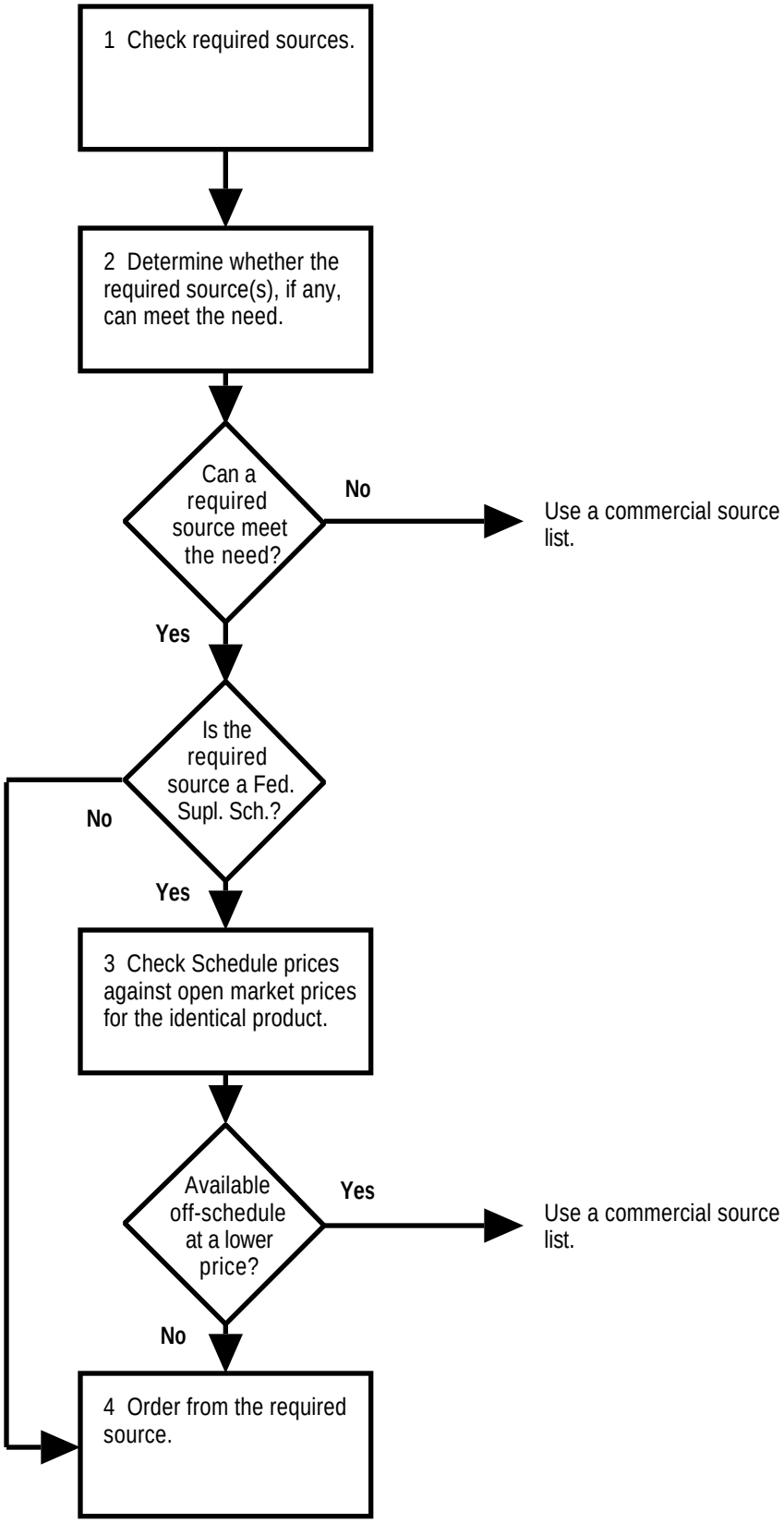
4. Knowledge of techniques for identifying suppliers, the pros and cons of each technique, and when each is most appropriate.

5. Skill at market analysis; knowledge of market segments and product differentiation, product life cycles and market evolution, market channels/middlemen, and industrial markets (from Marketing).

Other Policies and References (Annotate As Necessary):

[1]Added in 2nd edition.

Required Sources



UNIT 9 SOURCES

Part A: Required Sources

Tasks	Related Standards
1. Check required sources to determine availability. • Agency Inventory. • Excess Personal Property. • Federal Prison Industries, Inc., for supplies. • Products available from the Committee for Purchase from the Blind & Other Severely Handicapped. • Stock Programs: - GSA. - DLA. - VA. - Military Inventory Control. • Wholesale supply sources, such as stock programs of GSA, DLA, VA, and military inventory control points. • Mandatory Federal Supply Schedules. • Mandatory GSA Term Contracts (Services). • Mandatory agency indefinite delivery contracts. • Specified sources for jewel bearings and related items, public utility services, printing and related supplies, automatic data processing and telecommunication acquisitions, leased motor vehicles, excess strategic and critical materials, and helium.[1] • Optional Use Federal Supply Schedules and GSA Term Contracts.	A1. Select the correct required source (if any) for the supply or service.
2. If a required source is applicable, determine whether the required source can meet the need. If a required source cannot meet the need: • Prepare justification for non-use. • Obtain any necessary clearance or waiver from source (e.g., Federal Prison Industries or GSA when supplies available from the schedule will not meet the specific need but similar items from other sources can meet the need).	A2. Correctly identify any condition which would preclude use of a required source. • For FPI: Public exigency requires immediate delivery or performance; purchases are made from GSA of less-than-carload lots of common-use items stocked by GSA; the products are acquired and used outside the USA; or orders are for listed items totaling $24 or less that require delivery within 10 days. • For acquisition from the blind and other severely handicapped: Only commercial sources can provide the supplies or services within the time required or the quantity required cannot be produced or provided economically by the workshops • For FSS: urgency, requirements above or below the minimum/maximum order thresholds in the schedule, consignees are located outside the geographic area of coverage, absence of a follow-on award, etc.).

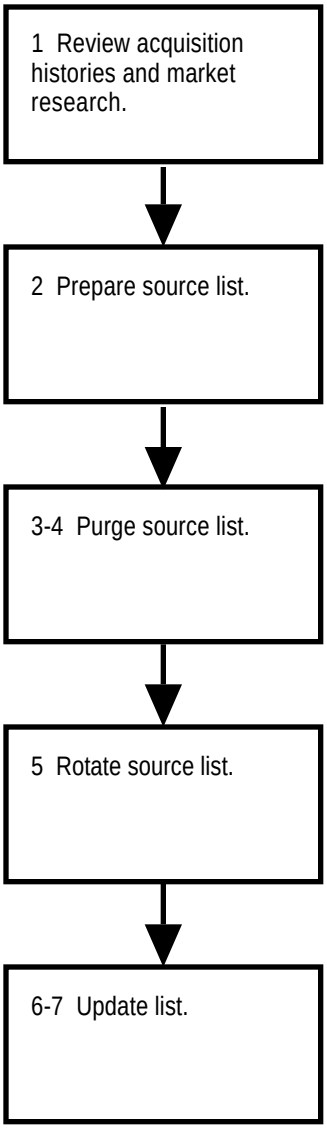
[1]Changed in 2nd edition.

UNIT 9 SOURCES

Part A: Required Sources

Tasks	Related Standards
3a. If an item on a required Federal Supply Schedule can meet the need, ensure that the Schedule price is lower than prices from open market sources for the identical product (make and model).	A3a. Only go off-schedule if readily available market data (from Unit 5) indicates that lower prices (considering all price related factors) are available on the open market. If the identical product is available off-schedule at a lower price: • Acquire the product from the open market and • Provide copies of the order to GSA, along with identification of the Federal Supply Schedule, the name of the schedule contractor, applicable schedule contract number, schedule contract price, schedule special item number (SIN), and the manufacturer's model and/or part number.
3b. If an item on the Schedule of Products made in Federal Penal and Correctional Institutions can meet the need, ensure that the Schedule price is lower than prices from open market sources.	A3b. Refer evidence that the FPI price exceeds the market price to the cognizant product division identified in the Schedule or to the FPI Washington Office.
4. Order from required sources. Subtasks: • Advise requiring activity of availability of the required source and obtain any supporting documentation needed. • Place order with the required source (see Unit 56 for orders against indefinite delivery contracts such as the Federal Supply Schedules) or insert the required provision and clause in solicitations to require use of the source by contractors.	Only order from a required source if it meets the tests of tasks 1-3 above. Correctly follow procedures for ordering from that source.

Commercial Source Lists



UNIT 9 SOURCES

Part B: Commercial Source Lists

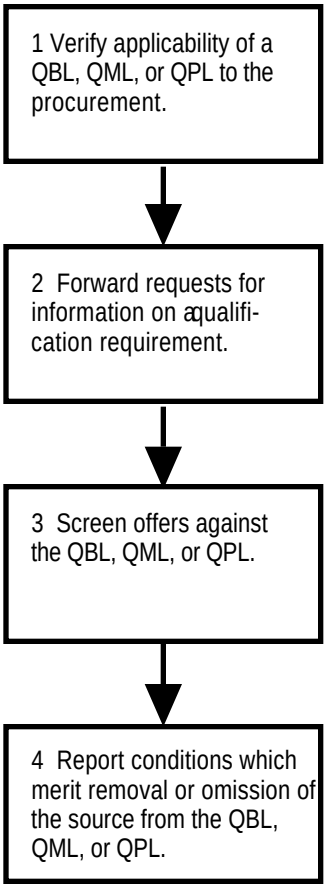
Tasks	Related Standards
1. Review acquisition histories and market research (from Unit 5). For example: • Solicitation Mailing List Applications. • Sources provided with Purchase Request. • Existing mailing lists (centralized and hand lists). • Prior procurements for similar supplies/services. • Directories and other publications. • SBA source list. • Subcontractors identified by prior prime contractors. • QPL lists. • Trade associations. • Supply schedules. • Responses to synopses (see Unit 25). • Advertisements. • Orders for source lists by Standard Industrial Code from D&B. • Market surveys.	B1. Select the method or methods for identifying sources that are best suited to the procurement and the market.
2. Prepare source list using all known identified sources.	B2. Include all eligible and qualified concerns that have submitted mailing list applications or that are considered capable of filling the requirements of a particular acquisition. Also include prospective offerors who requested the solicitation but were not on the original mailing list. Notify prospective applicants that they have been placed on the mailing list(s) or that they do not meet the criteria for placement.
3. Purge prior sources which have not responded to the last two solicitations (either by submitting an offer or by a requesting retention on the list in writing). • If the result would be a limited mailing list, request an explanation from one or more non-responding firms. • Reinstate firms that submit an offer, request reinstatement in writing, or file a new Solicitation Mailing List Application.	B3. Only purge a prior source if there is likely to be sufficient competition from other sources.

UNIT 9 SOURCES

Part B: Commercial Source Lists

Tasks	Related Standards
4. Purge source list of excluded contractors.	
5. Rotate sources for continuing use items when the list is excessively long.	B5. Notwithstanding the rotation, solicit the previously successful offeror and prospective suppliers added to the mailing list since the last solicitation.
6. Canvass suppliers on lists to update skills and availability (e.g., through presolicitation notices).	
7. Include sources as a result of synopsis and pre-bid/proposal conferences.	

Qualified Bidders, Manufacturers, and Products Lists



UNIT 9 SOURCES

Part C: Qualified Bidders, Manufacturers, and Products Lists

Tasks	Related Standards
1. Verify that a QBL, QML, or QPL applies to the procurement. • Recommend that a qualification requirement not be enforced • Determine whether to issue a presolicitation notice to advise potential suppliers of the qualification requirement. • Distribute solicitations to prospective contractors whether or not they are on the QBL, QML, or QPL.	C1. Recommend that the requirement not be enforced when market research confirms that an acceptable (in terms of meeting the actual minimum functional need) product or service can be provided by many sources not on the lists. Issue a presolicitation notice when time permits and market research suggests that a number of suppliers might use the early warning to become qualified. Obtain the necessary approvals to waive enforcement.
2. Forward requests from potential suppliers for information on a qualification requirement to the organization responsible for its establishment.	
3. Screen offers against the QBL, QML, or QPL • Consider offers from offerors which demonstrate that they or their products meet the standards established for qualification (or can meet them before the award date). • Otherwise, reject offers from offerors not on the QBL, QML, or QPL.	
4. Report any conditions which may merit removal or omission of a source from a QBL, QML, or QPL.	C4. Report any condition specified in FAR 9.207.

UNIT 9 SOURCES

Part D. Special Standards of Responsibility

Tasks	Related Standards
1. Determine the need, if any, for "special standards of responsibility."[1]	E1. Identify special qualifications or other contractor attributes, over and above those specified in the General Standards of Responsibility, necessary for satisfactory performance.
2. Draft special standards.[2]	E2. The rationale for each standard should be complete and sufficient to support its necessity, reliability, and validity.
3. Critique draft special standards of responsibility.	E3. Advise requiring activities on changes necessary to improve the reliability and validity of proposed special standards. Accurately recognize and diagnose such problems as: • Vagueness or ambiguity. • No clear line of demarcation between "responsible" and "nonresponsible" firms. • Inconsistency with the statement of work, evaluation factors (see Unit 16), and draft proposal submission instructions. • Appearance of being arbitrary and capricious; insufficient substantiation in supporting documents and rationale..
4. Reach agreement with requiring activity on needed changes in special standards.	
5. Incorporate special standards of responsibility in the solicitation.	E5. Ensure that proposal submission instructions will solicit all information from offerors necessary to apply the special standards of responsibility.

[1]We added this Part to Unit 9 in the 2nd. edition.

[2]For guidelines on differentiating "special standards of responsibility" from evaluation factors, see 52 Comp. Gen. 47 and also the following unpublished decisions of the Comptroller General: B-224392.2, Matter of B & W Service Industries, Inc; B-231607, Matter of Sanford and Sons Company; B-236255, Matter of Eagle Technology, Inc.; B-237364, Matter of York Systems Corporation; B-237325, Matter of Environmental Technologies Group, Inc.; and B-237865.2, Matter of: Commercial Building Service, Inc.

UNIT 9 SOURCES

Part E: Interagency Acquisitions Under The Economy Act

Tasks	Related Standards
1. Recommend ordering from another agency.	D1. Suggest ordering from another agency when the other agency can supply goods or services available from no other source or a cost comparison has verified that the agency is the best source of a commercial or industrial activity.
2. Place an order against another agency.	D2. Order only after first obtaining a determination from proper authority that, under the Economy Act, ordering from another agency would be in the Government's best interest. The determination must also include a finding that (1) legal authority for the acquisition otherwise exists, (2) the action does not conflict with any other agency's authority or responsibility, and (3), where necessary, that the acquisition conforms to the requirements of FAR subpart 7.3, Contractor vs. Government Performance. The order must conform to the requirements of FAR section 17.504.

UNIT 10 SET ASIDES

(Blueprint 8.1 — 3/9/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Make a set aside decision.
Conditions	Given Purchase Requests, acquisition histories, and market data.
Overall Standard(s)	Correctly (1) determine whether a set aside is required for the procurement, (2) identify the required type of set aside (if any), and (3) determine whether the set aside can reasonably be expected to yield (a) offers from at least two responsible small business concerns and (b) awards at fair market prices.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 10 SET ASIDES

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 10 SET ASIDES

Policies

FAR	*Agency Suppl.*	*Subject*
19.1		Size standards.
19.201		General policy on small and small disadvantaged business concerns.
19.202-1		Notifying SBA when small business are not likely to be able to compete for a new requirement for supplies or services currently being provided by a small business.[1]
19.202-5		Reporting participation by small businesses in acquisitions.
19.202-6		Fair market price determinations.
19.303		Product or service classifications.
19.304		Solicitation provisions.
19.4		Cooperation with the Small Business Administration.
19.5		Set-asides for small businesses.
19.10		Small business competitiveness demonstration program.
20.1 & 20.2 25.404		Set-asides for labor surplus area concerns.
52.219-5 thru 7 52.219-22 52.220-2		Related provisions and clauses.

Other KSA's

1. Skill at market analysis; knowledge of techniques for evaluating industry size and capabilities, market segments and product differentiation, market prices, market channels/middlemen, and industrial markets (from Marketing).

2. Ability to forecast impact of a potential set aside on price, the solicitation process, delivery schedules, and the ability to meet the Government's minimum need.

3. Knowledge of information sources on small businesses (e.g., SBA's PASS).

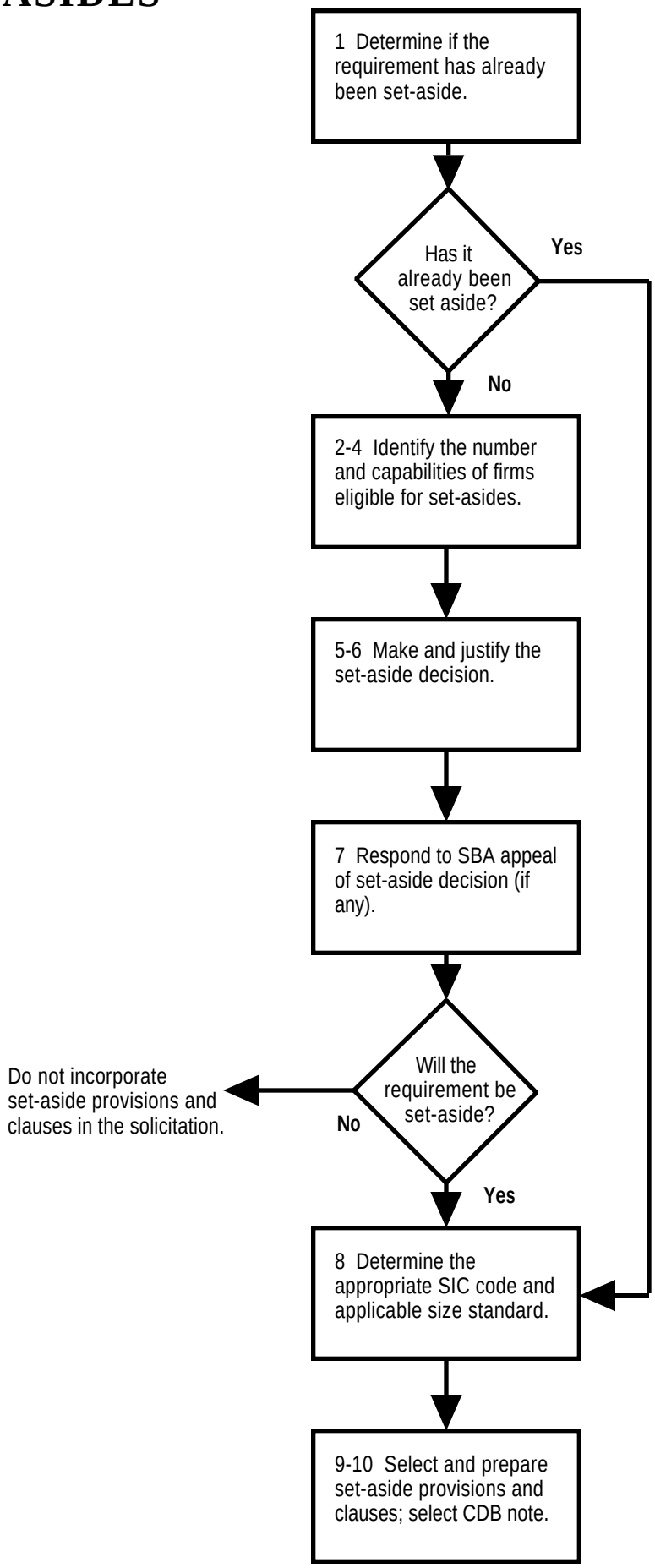
4. Knowledge of notes for CBD synopses.

5. Knowledge of the role of SBA procurement center representatives, including breakout representatives.

Other Policies and References (Annotate As Necessary):

[1]Changed in 2nd edition.

SET ASIDES


1 Determine if the requirement has already been set-aside.
Has it already been set aside?
Yes
No
2-4 Identify the number and capabilities of firms eligible for set-asides.
5-6 Make and justify the set-aside decision.
7 Respond to SBA appeal of set-aside decision (if any).
Will the requirement be set-aside?
No
Do not incorporate set-aside provisions and clauses in the solicitation.
Yes
8 Determine the appropriate SIC code and applicable size standard.
9-10 Select and prepare set-aside provisions and clauses; select CDB note.

UNIT 10 SET ASIDES

Tasks	Related Standards
1. Determine whether an existing set-aside applies. Possibilities: • Class set-aside. • Repetitive set-aside. • Joint set-aside recommended by SBA. • 8(a) set-aside.	1. Given acquisition histories (see Unit 5), correctly identify any applicable existing set-aside.
2. Review source lists (see Unit 9) to determine the number of: • Small business sources. • Small business and small disadvantaged sources.	Note that regular dealers may be on a small business list where SBA has waived the nonmanufacturers rule. Also note that §133 of P.L. 100-590 authorizes public and private organizations for the handicapped to participate during FYs 1989-1993 in acquisitions set aside for small business concerns.
3. Identify potential sources located in labor surplus areas.	
4. Determine capabilities of small businesses to meet the Government's need (per Unit 5). • Production capabilities (quantity) of small businesses. • Market prices. • Lead-times. • Ability to meet the technical requirement.	4. When supplies or services are currently being provided by a small business but the new requirement (in terms of quantity or estimated dollar value) would make "it unlikely that small businesses can compete for the prime contract", provide a copy of the proposed acquisition package to the SBA procurement center representative at least 30 days prior to issuing the solicitation. Prepare and include the statement required by FAR 19.202-1.[1]
5. Select the type of individual set-aside (if not covered by an existing class, repetitive, or 8(a) set aside), based on the prescribed order of priority. The prescribed order for non-Defense agencies: 1 Total Small Business/Labor Surplus. 2 Total Small Business. 3 Partial SB/LS. 4 Partial SB. 5 Total LS for concerns that are not small businesses. 6 None.	5. Select the highest level set aside that can reasonably be expected to yield (a) offers from at least two responsible small business concerns and (b) an award at a fair market price.

[1]Changed in 2nd edition.

UNIT 10 SET ASIDES

Tasks	Related Standards
6. Prepare justification for set aside decision and obtain required approvals (if any). • Withdrawal or modification of Class Set-Aside. • Withdrawal or modification of Repetitive Set-Aside. • Joint Set-Aside. • Unilateral Set-Aside. • Rejection of Set-Aside.	6. Provide written notice within 5 business days to the SBA procurement center representative if the representative's recommendation has been rejected.
7. Respond to SBA appeals of set-aside decisions. • Justifications for the head of the contracting activity or his/her designee. • Suspension of action while under appeal or a written determination to proceed in face of SBA appeal.	
8. Determine the appropriate Standard Industrial Classification code and applicable size standard. • If a firm appeals this determination to SBA, file a response within 5 business days after receipt of the appeal.	
9. Select and prepare set-aside provisions and clauses for the solicitation.	
10. Select Note for CBD synopsis.	

UNIT 11 8(a) PROCUREMENTS

(Blueprint 8.3 — 3/9/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	1. Determine whether to meet the requirement through an 8(a) contract. 2. Award an 8(a) contract.
Conditions	Given Purchase Requests and related market data.
Overall Standard(s)	Correctly determine the capability of potential 8(a) sources to meet the need.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 11 8(a) PROCUREMENTS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 11 8(a) PROCUREMENTS

Policies

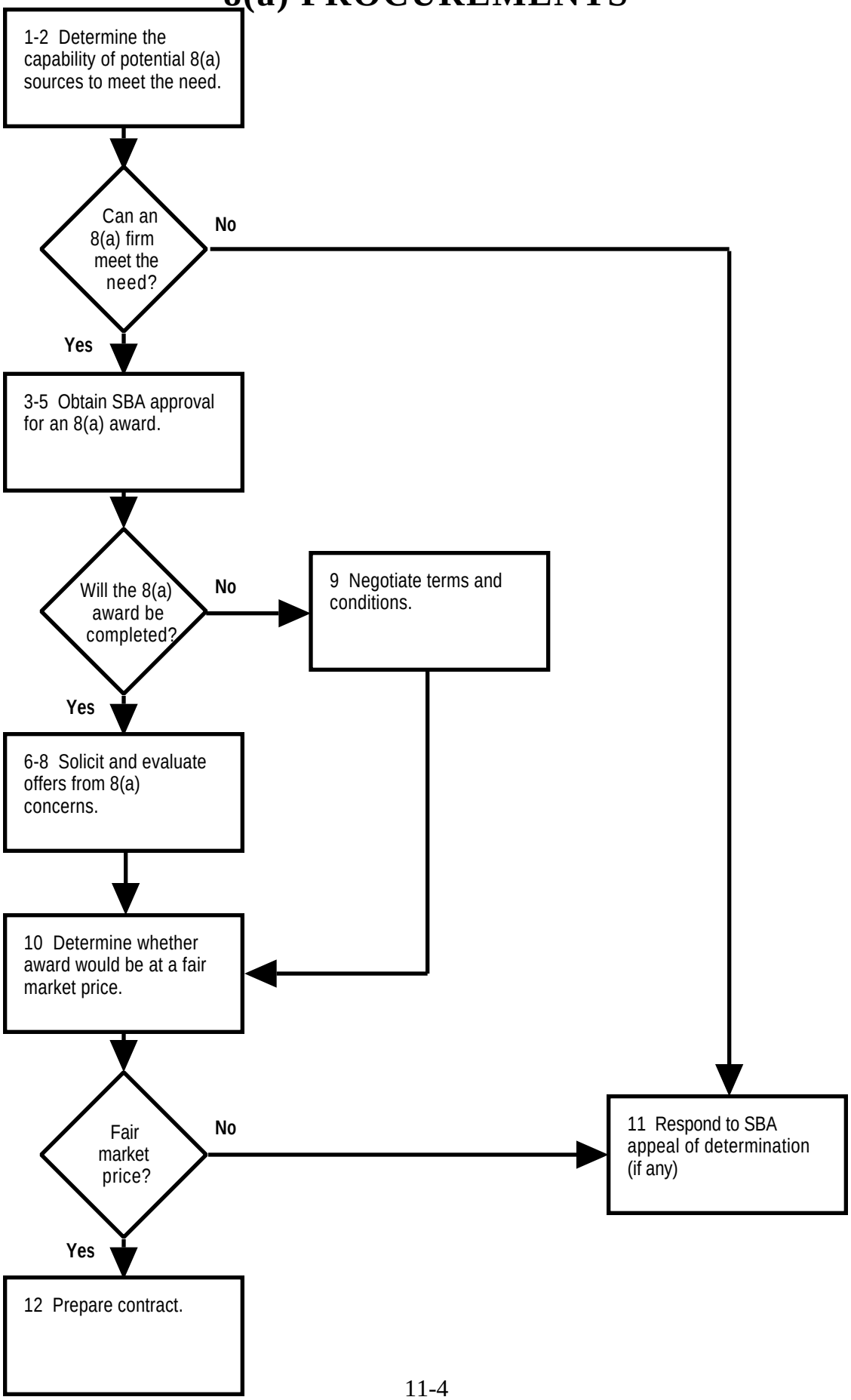
FAR	*Agency Suppl.*	*Subject*
19.8		Contracting with the Small Business Administration (the 8(a) program).
52.219-11 52.219-12 52.219-17 52.219-18		Related clauses.

Other KSA's

Reserved.

Other Policies and References (Annotate As Necessary):

8(a) PROCUREMENTS



UNIT 11 8(a) PROCUREMENTS

Tasks	Related Standards
1. Identify potential 8(a) sources of supply. • From SBA search letters which request contracting activities to match agency requirements with an 8(a) firm's capabilities.[1] • From SBA requests that a specific requirement be set aside for an 8(a) firm. • From acquisition histories and market research—including SADBU lists by type of requirement (per the techniques in Unit 5).	
2. Determine whether the potential 8(a) sources can meet the need. Focus on such standards of responsibility as: • FAR 9.104-1(b) • FAR 9.104-1(e) • FAR 9.104-1(f)	2. Take into account:[2] • Quantity requirements. • Performance or delivery requirements. • Plans to acquire similar deliverables. • Impact of any delay. • Whether the deliverables have previously been acquired under small business set-asides. • The technical ability and capacity to perform of the 8(a) sources. • Extent to which 8(a) sources will need contracting assistance. • Problems encountered in prior acquisitions from the 8(a) contractors.
3. Determine the method of award to an 8(a) source:[3] • 8(a) noncompetitive. • 8(a) competitive.	3. Recommend that SBA compete the award when: • The anticipated award price, including options, will exceed $5 million for SIC acquisitions and $3 million for all other acquisitions, and • There is a reasonable expectation that at least two eligible and responsible 8(a) firms will submit offers at a fair market price, and • None of the eligible, responsible 8(a) firms is owned and controlled by an economically disadvantaged Indian tribe that SBA has determined needs the acquisition. Consider recommending a competitive award for acquisitions below the competitive thresholds when the competition would be on a greatest value basis or when there are a large number of 8(a) firms available for competition.

[1]FAC 84-52
[2]FAC 84-52
[3]FAC 84-52

Tasks	Related Standards
4. Notify SBA of plans to place an 8(a) contract.[4]	4. Include all elements prescribed by FAR 19.804-2.
5. Obtain acceptance from SBA of plans to place 8(a) contracts with SBA.[5]	5. Obtain all data from SBA specified in FAR 19.804-3.
6. Solicit and evaluate offers from 8(a) sources.[6]	6. Solicit offers from sources identified through the procedures of FAR 19.804-3. Solicitation may proceed either through the sealed bidding procedures of Part 14 or the competitive negotiation procedures of Part 15. When the procedures of Part 15 apply, conduct discussions directly with the competing 8(a) firms.
7. Refer responsibility issues to SBA to determine SBA's willingness to certify that an 8(a) firm is competent and responsible to perform.[7]	
8. Obtain SBA confirmation that the offeror in line for award is eligible.[8]	8. Provide SBA with the data on offerors required under FAR 19.805-2.
9. In noncompetitive acquisitions, negotiate the price and other terms and conditions with SBA and/or the 8(a) contractor (from Units 24 and 35-44)[9]	
10. Determine whether the award would be at a fair market price.[10]	10. Establish the fair market value through price and cost analysis (as prescribed by FAR 19.806 and 19.807). No award at a cost that exceeds the fair market value.

[4]FAC 84-52
[5]FAC 84-52
[6]FAC 84-52
[7]FAC 84-52
[8]FAC 84-52
[9]FAC 84-52
[10]FAC 84-52

Tasks	Related Standards
11. Respond to SBA appeals to the agency head.[11] SBA may appeal: • A decision not to make an acquisition available for award under the 8(a) program. • The terms and conditions of a sole source acquisition to be awarded under the program. • The CO's estimate of the fair market price.	11. Suspend action on the acquisition pending the agency head's decision.
12. Prepare contract with SBA or a triparty contract (see Unit 48).[12]	12. Contracts must conform to the requirements of FAR 19.811.

[11]FAC 84-52
[12]FAC 84-51 and 84-52

UNIT 11 8(a) PROCUREMENTS

Steps	Related Standards

UNIT 12 COMPETITION REQUIREMENTS

(Blueprint 7.1 — 3/9/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	1. Determine whether to conduct full and open competition after exclusion of sources. 2. Determine whether to conduct other than full and open competition.
Conditions	Given Purchase Requests and and market data
Overall Standard(s)	Data from the requiring activity and/or market research are sufficient to justify restrictions on competition. Correctly identify which authority permits restricted competition. Correctly identify the approval requirements in accordance with FAR/agency procedures. Upon approval of the justification, obtain competition from as many responsible offerors as possible under the circumstances.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 12 COMPETITION REQUIREMENTS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 12 COMPETITION REQUIREMENTS

Policies

FAR	*Agency Suppl.*	*Subject*
6.2		Exclusion of sources.
6.3		Other than full and open competition.
7.103(a)		Other than full and open competition cannot be justified on the basis of a lack of acquisition planning or concerns about funding.
15.402(h)		Requirement to use competitive procedures when responses to a notice of a proposed sole source procurement reveal that additional sources can meet the need.
52.215-4		Standardization.

Other KSA's

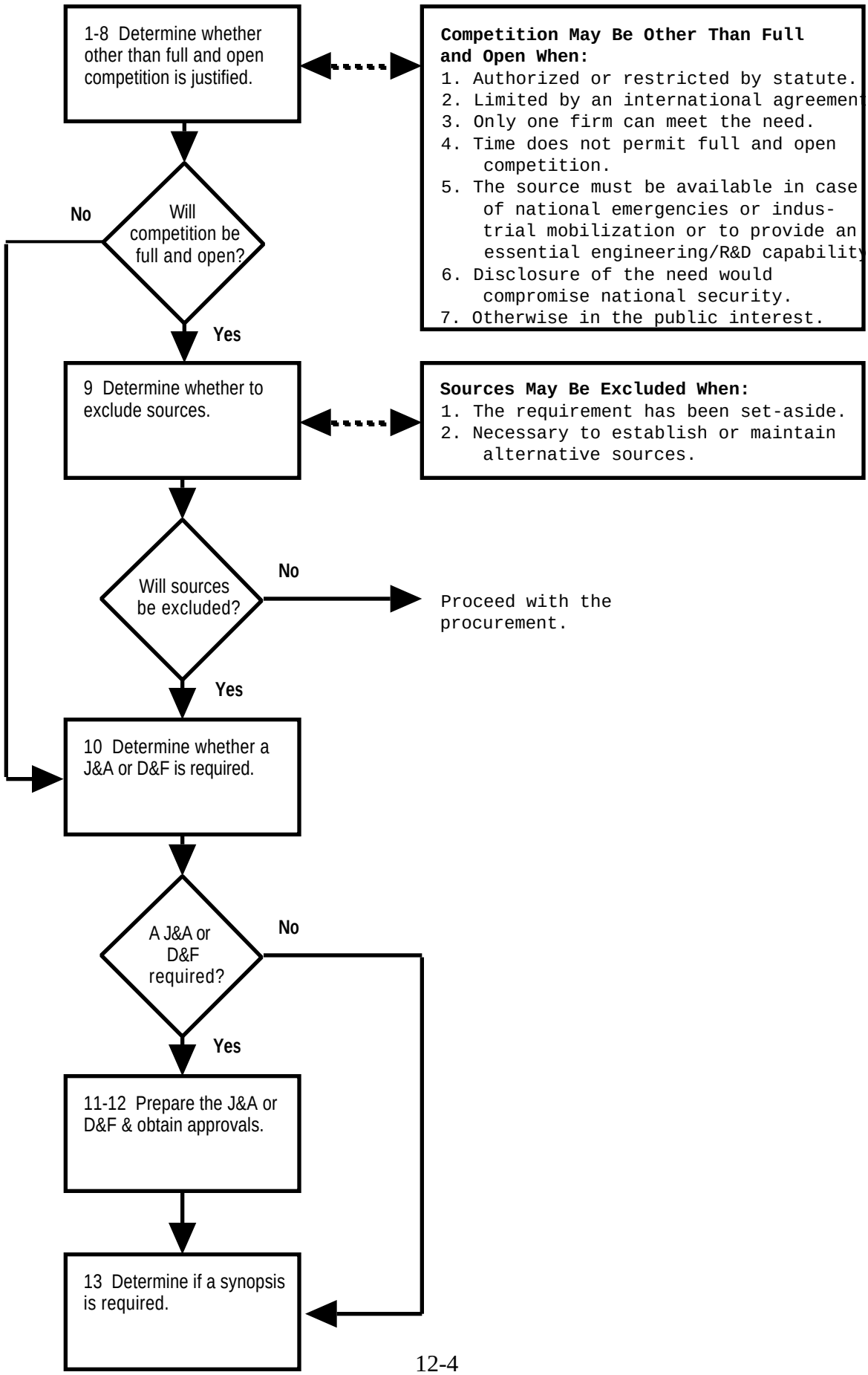
1. Knowledge of laws on patents, copyrights, and trade secrets (from Business Law).

2. Skill at market analysis; knowledge of business goals and strategies, market environments, market segments and product differentiation, product life cycles and market evolution, market channels/middlemen, and industrial markets (from Marketing).

3. Knowledge of the characteristics of competitive markets (e.g., strategies and tactics of competing entities, barriers and incentives to entering a market, predatory and exclusionary tactics, unfair and unethical competition, restraint of trade, and monopolization)—from Marketing.

Other Policies and References (Annotate As Necessary):

COMPETITION REQUIREMENTS



UNIT 12 COMPETITION REQUIREMENTS

Tasks	Related Standards
1. Determine if a single source is authorized or required by statute, such as statutory authority for 8(a) procurements through SBA.	1. The determination must comply with FAR 6.302-5.
2. Identify any international agreement that restricts competition.	2. Correctly interpret the agreement. The determination must comply with FAR 6.302-4.
3. Determine if the specification inherently restricts competition to a single source. Examples: • Under standardization program, only specified makes and models meet the need. • Limited rights in data, patent rights, copyrights, or other secret processes are necessary to the need.	3. Correctly identify restrictive elements in the specification. Data from the requiring activity must be sufficient to justify the restrictive elements. Verify that the restrictions are necessary (per Units 5, 6 and 7). The determination must comply with FAR 6.302-1.
4. Determine whether the minimum need can be satisfied by (a) unique supplies or services available from only one source (or, in the case of DoD, NASA, and the Coast Guard, from a limited number of sources) or (b) by only one supplier with unique capabilities (or, in the case of DoD, NASA, and the Coast Guard, from a limited number of sources).	4. The determination must be fully supported by market research (may include a sources sought synopsis) per Unit 5. The determination must comply with FAR 6.302-1.
5. Determine if sufficient time is available to permit full and open competition. • Select methods for identifying and soliciting sources that can be accomplished within the prescribed deadlines. • Justification and Approval (J&A) can be prepared after award	5. Data from the requiring activity must fully support the short leadtime. Do not cite this justification if the sole reason is lack of advance planning by the requiring activity and/or pending expiration of funds. Do not permit this authority to be construed as automatically allowing a single source procurement. The determination must comply with FAR 6.302-2.

Tasks	Related Standards
6. Obtain recommendation for a single source procurement under an industrial mobilization program or to establish or maintain an essential engineering, developmental, or research capability.	6. Data from the requiring activity must fully support this recommendation. Verify data supplied by requiring activity through market research (per Unit 5). The determination must comply with FAR 6.302-3.
7. Determine whether disclosure of the agency needs would compromise national security.	7. Data from the requiring activity must fully support this determination. Do not permit this authority to be used merely because the acquisition is classified or because access to classified material will be necessary. The determination must comply with FAR 6.302-6. Do not permit this authority to be construed as automatically allowing a sole source procurement. Select methods for identifying sources and soliciting offers from them under conditions that will protect the national security.
8. Determine whether other than full and open competition is otherwise in the public interest: • Obtain evidence from the requiring activity to fully support this determination. • Select methods for identifying sources (see Units 5 and 9) and soliciting offers from them under conditions that are consistent with the public interest. • Prepare determination and findings (D&F) for approval by the agency head (citing exception 6.302-7 in the D&F). • Prepare written notice for submission to the Congress.	8. Data from the requiring activity must fully support this determination. Ensure that Congress is notified not less than 30 days before award.

Tasks	Related Standards
9. Determine whether to exclude sources, based on: • A partial or total set-aside (from Unit 10), • Restriction of competition to eligible 8(a) contractors,[1] or • A recommendation for full & open competition but only after the exclusion of specified sources (other than set asides).	9. Do not approve a recommendation to exclude sources unless data from the requiring activity fully support such exclusion under FAR 6.2.
10. Determine whether a J&A or a D&F is required. • None for set asides. • None for certain mandatory sources. • None if a class J&A already exists which covers the procurement.	
11. Prepare justification for other than full and open competition. Subtasks: • Obtain certification from the requiring activity that supporting data are complete and accurate. • Obtain certification from the Contracting Officer that the justification is complete and accurate. • Develop a strategy, if possible, to "remove or overcome any barriers to competition" in any further procurements of the same supplies or services (see Units 1 and 2).	11. Prepare per §6.303-2 of the FAR . Format and approvals should be in compliance with agency policy. The requiring activity's certification is limited to data for which it is responsible and which forms the basis of the J&A. Document all attempts to seek maximum competition in (a) preparing the acquisition plan (see Unit 2), (b) reviewing the proposed requirement (Units 6 and 7), (c) reviewing any technical evaluation factors and preparing source selection plans (Units 16 and 18), and (d) surveying the market (Unit 5). Conclusions should be validly derived and fully supported by cited evidence.

[1]FAC 84-52

Tasks	Related Standards
12. Obtain clearances/approvals from Competition Advocate and/or other responsible officials. • Make any necessary corrections to satisfy the Advocate, or • Appeal decision, or • Proceed under full and open competition.	12. Do not commence negotiations for a sole source contract or award a contract until the CO has: • Justified other than full and open competition (where such justification is required) • Certified that the justification is complete and accurate, and • Obtained the necessary approvals. However, when urgency (FAR 6.302-2) is the basis for the justification, it may be prepared and approved within a reasonable time after award when preparation and approval prior to award would unreasonably delay the acquisition.[2] CO's may approve the justification if under $100,000.[3]
13. Determine whether a synopsis is required (see Unit 25).	

[2]FAC 84-58
[3]FAC 84-56

UNIT 13 UNSOLICITED PROPOSALS

(Blueprint 7.2 — 3/9/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Determine whether to: 1. Return an unsolicited proposal to the offeror, or 2. Justify "other than full and open competition" to procure the good or service offered in the unsolicited proposal.
Conditions	Given Unsolicited proposals and market data
Overall Standard(s)	Correctly obtain and verify determinations from requiring activities on whether the proposal meets the agency's tests for being considered a valid "unsolicited" proposal and whether it meets an agency need. Correctly identify the conditions which preclude competition for valid unsolicited proposals and/or outline alternatives for obtaining competition in the future. Correctly identify when needs addressed in an invalid "unsolicited" proposal can be competed.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 13 UNSOLICITED PROPOSALS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 13 UNSOLICITED PROPOSALS

Policies

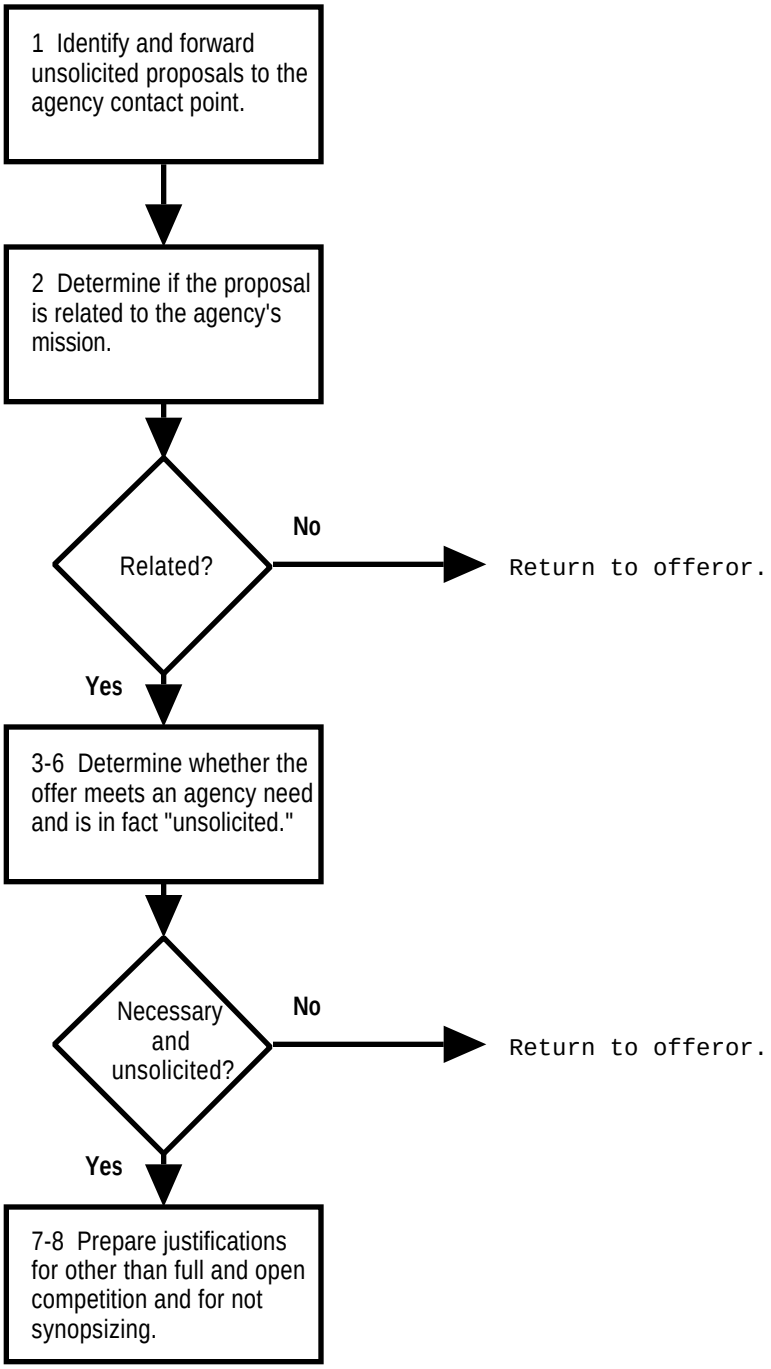
FAR	*Agency Suppl.*	*Subject*
6.302-1(a)(2)(i)		Unsolicited proposals as a basis for other than full and open competition.
15.5		Unsolicited proposals.
35.007(i)		Responding to concerns that have a new idea or product that incorporates the results of independent R&D work.

Other KSA's

Reserved.

Other Policies and References (Annotate As Necessary):

UNSOLICITED PROPOSALS



UNIT 13 UNSOLICITED PROPOSALS

Subtasks	Related Standards
1. Identify and forward unsolicited proposals to the agency contact point.	1. Only forward proposals that have been approved by a responsible official or other representative authorized to contractually obligate the offer.
2. Acting as the agency contact point, determine if the unsolicited proposal is related to the agency mission. If not, return it to the offeror, stating: • How the agency interprets the proposal. • Why it is not being evaluated. • The names of other Federal program offices or agencies that might need the requirement.	
3. Request any additional data from the offeror necessary to support a comprehensive evaluation of the unsolicited proposal, e.g., • Additional technical and cost information. • Marking requirements of FAR part 15.509.	
4. Forward to requiring activity and/or other evaluators. Ask the reviewers to determine whether: • The proposed service or commodity is innovative and unique and has been independently originated and developed. • The proposed work could benefit the agency's mission and would be worthwhile, considering such factors as: - Overall scientific, technical, or socioeconomic merits of the proposal. - Potential contribution of the effort to the agency's specific mission. - The offerors' capabilities, related experience, facilities, techniques, or unique combinations of these which are integral to achieving the proposal's objectives. - The qualifications, capabilities, and experience of the proposed principal investigator, team leader, or key personnel. • The Government exercised any supervision over the development of the unsolicited proposal. • The proposal is tantamount to an advance proposal for a known agency requirement that can be acquired by competitive methods. • The proposed product or service is available to the Government without restriction from another source • The proposal closely resembles a pending competitive acquisition requirement: - Matches a purchase request in hand, or - Requiring activity provides evidence of a pending acquisition.	4. Do not submit unsolicited proposals for review by persons outside the Government if: • No permission has been received from the offeror for such release, or • The outside persons fail to certify that they will not disclose data in the proposal. Also obtain certificate of non-disclosure from Government personnel.

UNIT 13 UNSOLICITED PROPOSALS

Subtasks	Related Standards
5. Review or perform market research (per Unit 5) to verify independently that the proposed service or commodity is innovative and unique and has been independently originated and developed.	5. Do not disclose restrictively marked information from the unsolicited proposal in researching the commercial availability of the product or service.
6. Solicit offers to meet an agency need anticipated by an "invalid" unsolicited proposal. Subtasks: • Return the proposal with an explanation of reasons why the Government cannot award without competition. • Instruct requiring activity to prepare a specification that describes the Government's minimum needs using only data, concepts or ideas available to the Government from other sources without restriction. • Proceed with procurement process.	6. Do not disclose restrictively marked information from the unsolicited proposal or any data, concepts, or ideas that are unique to the unsolicited proposal (unless permission is received from the offeror).
7. For "valid" proposals, prepare justification for other than full & open competition (per Unit 13).	
8. For "valid" proposals, determine whether to synopsize the unsolicited proposal (per Unit 25).	8. Do not synopsize when the conditions in 5.202(a)(8) are satisfied.

UNIT 14 LEASE VS. PURCHASE

(Blueprint 9.2 — 3/9/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Soliciting Offers To Lease

Duty Determine whether to solicit for:
- Lease
- Purchase
- Both (the Government reserves the right to award either a lease or a purchase agreement, depending on offers received).

Conditions Given Purchase Requests, acquisition plans, results of market research, and acquisition histories.

Overall Standard(s) Solicit the type of offer that will result in the lowest expected total life cycle cost to the Government.

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Evaluating Offers To Lease

Duty Compare offers to sell against offers to lease.

Conditions Given a solicitation that provided for the submission of both types of offers.

Overall Standard(s) Correctly determine whether the lowest total life cycle cost to the Government can be achieved through leasing or through purchasing the commodity.

Evaluator Name _____

Title _____

Date _____

UNIT 14 LEASE VS. PURCHASE

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 14 LEASE VS. PURCHASE

Policies

FAR	*Agency Suppl.*	*Subject*
7.4		Equipment Lease Or Purchase.

Other KSA's

1. Knowledge of types of leases and financial considerations in lease vs. buy analyses (e.g., sources of data and methods for determining the cost of capital to the Government, net present value analysis, and the time value of money)—from Business Finance.

2. Knowledge of alternative choice decisionmaking (e.g., steps in analysis, differential costs, and capital investment decisions)—from Accounting.

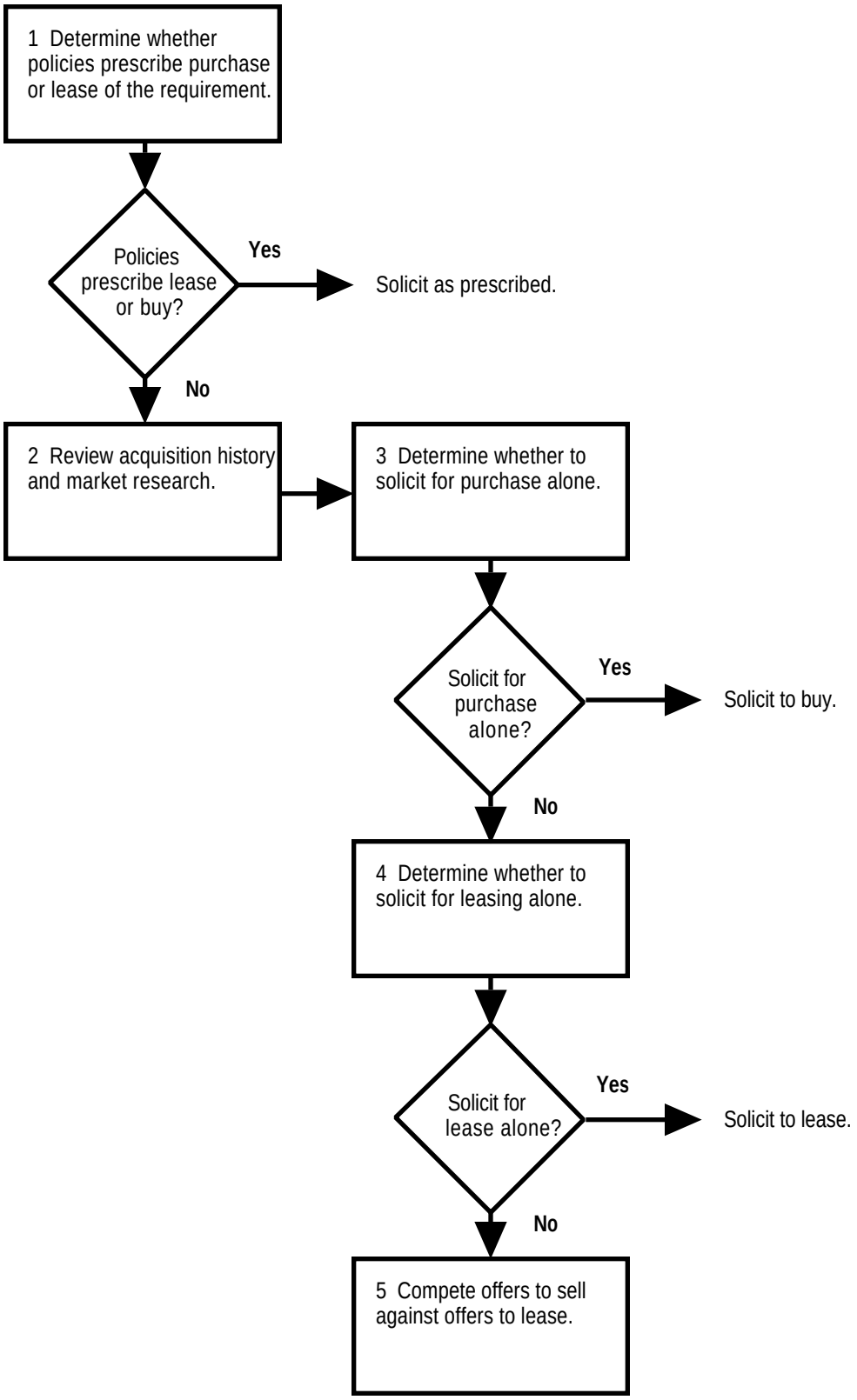
3. Knowledge of Circular A-104 and the Federal Reserve Board's Statistical Release H-15 (a weekly publication of current interest rates on Treasury securities).

4. Skill at market analysis; knowledge of market prices and the related terms and conditions of under which goods are leased or sold (from Marketing).

5. Skill at applying financial factors in determining whether the lowest total life cycle cost to the Government can be achieved through leasing or through purchasing (from Quantitative Techniques).

Other Policies and References (Annotate As Necessary):

Soliciting Offers To Lease



UNIT 14 LEASE VS. PURCHASE

Part A: Soliciting Offers To Lease

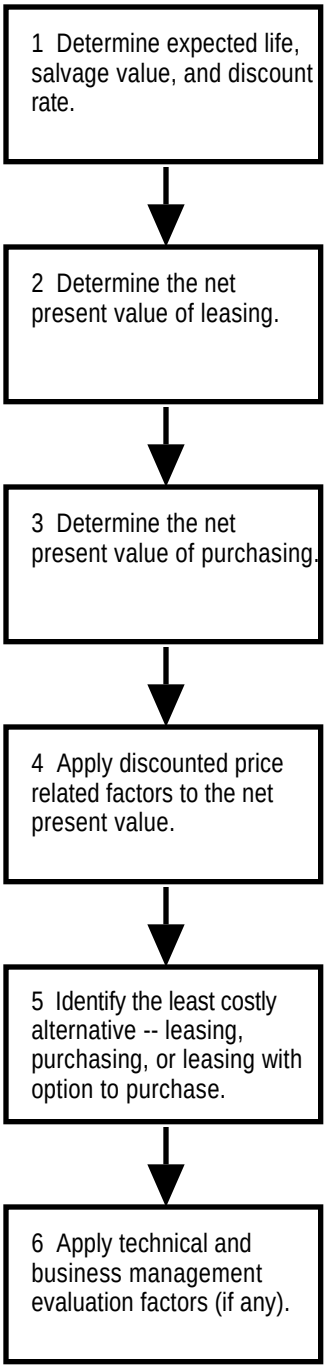
Tasks	Related Standards
1. Determine whether legislative or agency policies prescribe purchase or lease of the product.	A1. Correctly identify any policy that predetermines whether the procurement will be leased or purchased.
2. Review acquisition histories and market conditions (from Unit 5) for data relevant to the lease vs. purchase decision. Include data on such factors as: • Stability of the technology. • Trends in pricing. • Standard commercial policies and practices of: - Manufacturers. - Distributors and other secondary suppliers. • Standard commercial maintenance plans.	A2. Identify all data relevant to the issue of determining whether to solicit for lease only, purchase only, or lease vs. purchase.
3. Determine whether to solicit for purchase alone. Typical reasons: • The requirement does not lend itself to leasing (e.g., services, perishables, weapons, spare parts). • Property will be provided to other contractors as Government furnished property. • The product has a long expected life and will not need upgrading (e.g., desks, chairs, etc.). • The product has a short shelf life. • The products will be used in a secure area (unless security can be assured under a lease).	A3. Solicit for purchase alone when the economic benefits of ownership clearly outweigh any potential benefit of leasing (or when security reasons preclude leasing).

UNIT 14 LEASE VS. PURCHASE

Part A: Soliciting Offers To Lease

Tasks	Related Standards
4. Determine whether to solicit lease only or lease with option to buy. Typical reasons: • One time use and no future need. • Urgency. • Products needed only an a limited, intermittent basis (e.g., cranes). • Leasing is the only means available for obtaining goods from the market. • Maintenance by Original Equipment Manufacturer offered only on leases. • Prices are expected to rapidly decline or technology is expected to rapidly improve during the period of need (lease or lease with option to buy). • Continued need not known beyond period of performance (lease or lease with option to buy). • Suitability cannot be determined without a prolonged trial period (lease with option to buy).	A4. Solicit for lease alone when the economic benefits of leasing clearly outweigh any potential benefit of ownership.
5. Solicit both (a) offers to purchase and (b) offers for one or more types of leasing arrangements (e.g, lease to purchase, lease with option to purchase, and/or straight lease). • Include lease vs. buy among price related factors in the source selection plan (see Units 15 and 18). • Determine appropriate solicitation provisions (see Unit 24).	A5. Solicit both purchase price and leasing price(s) when differences in expected total costs to the Government among these alternatives are unknown or marginal (fluctuate over time).

Evaluating Offers To Lease



UNIT 14 LEASE VS. PURCHASE

Part B: Evaluating Offers To Lease

Tasks	Related Standards
1. Determine the product's expected life, depreciation rate, salvage/resale value, and discount rate. • Estimated "life" of the product (in terms of probable period of use by Government.) • Estimated residual value/resale value after depreciation • Discount rate (cost of capital, based on Treasury rates)	B1. Correctly identify the cost of capital, salvage values, and expected life. When calculating expected life, take into account (a) potential obsolescence of the product because of imminent technological improvements and (b) the potential for use of the product by other agencies after its use by the acquiring agency is ended.
2. Determine the discounted base price of leasing. • Total of discounted payments under the lease. • Total of discounted payments for an option to buy plus the discounted salvage/resale value.	
3. Identify and estimate the base cost of purchasing. • Purchase price. • Discounted salvage value/resale price.	

UNIT 14 LEASE VS. PURCHASE

Part B: Evaluating Offers To Lease

Tasks	Related Standards
4. Determine the evaluated price for each alternative (lease, lease with option to buy, purchase, etc.) by applying the price related factors (see Unit 37). • Maintenance, operation, repair, spare parts, and improvements: - By contractor/lessor. - By other sources. - In-house. - Combination. • Transportation: - By contractor/lessor. - By Government. - Price for FOB Destination. - Government estimate for FOB Origin. • Installation charges. • Secondary supplies: - From contractor/lessor. - From other sources. - From Government. • Cost to the Government of special tax preferences (for certain capital assets per OMB Circular A-104 revised). • Imputed costs of ownership (for certain capital assets per OMB Circular A-104 revised). • Training: - By contractor/lessor. - By other sources. - By Government. - None needed. • Other supplemental charges (e.g., volume usage, miles, copies.).	B4. Correctly calculate the discounted net difference in the cost of leasing vs. purchasing for each price-related factor.
5. Identify the least costly alternative to the Government --leasing, purchasing, or lease with option to purchase.	B5. Apply all price-related factors and correctly calculate total, discounted life cycle cost to the Government of each alternative.
6. Apply any non-price related evaluation factors (e.g., operating advantages of alternative types and makes of equipment; availability of servicing capability).	

UNIT 14 LEASE VS. PURCHASE

Part B: Evaluating Offers To Lease

Tasks	Related Standards

UNIT 15 PRICE RELATED FACTORS

(Blueprint 4.2A&B — 3/18/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Select price-related factors for incorporation in the solicitation.
Conditions	Given purchase requests, acquisition histories, and market data.
Overall Standard(s)	Incorporates all price-related factors necessary to detect that offer, or that combination of offers, which would result in the lowest total cost to the Government over the life of the deliverable.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 15 PRICE RELATED FACTORS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 15 PRICE RELATED FACTORS

Policies

FAR	*Agency Suppl.*	*Subject*
12.101(b)		Delivery and performance factors.
14.201-8		Price-related factors in sealed bidding.
15.605		Evaluation factors in negotiations.
17.103-1 17.103-2		Soliciting multiyear offers.
17.203 and 206		Options as a price-related factor.
19.202-1		Encouraging small business participation in the procurement.
23.203		Energy conservation and efficiency factors.
25.1 25.4		Buy American and Trade Agreements Acts in evaluating prices.
47.101 47.105 47.3		Transportation costs as a price-related factor.
52.214-10 52.215-16		Use of price related factors in making award.
52.214-22 215-34		Evaluation of offers for multiple awards.
52.217-3 through 52.217-5		Options.
52.247-45		Transportation. (Also 52.247-45 through 47; and 247-49 through 51, 56-60, and 62.)

Other KSA's

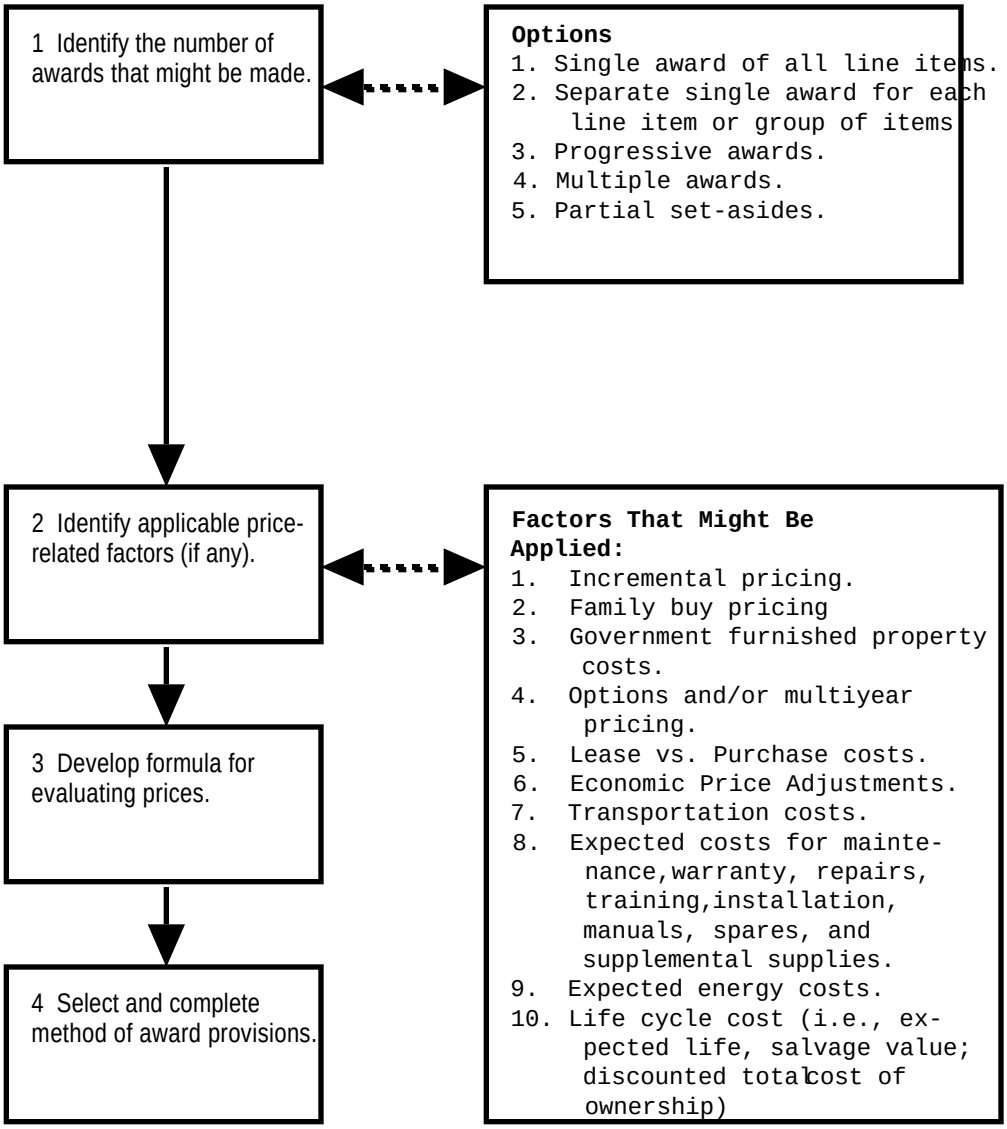
1. Knowledge of different types of award combinations and the circumstances under which each is the most appropriate.

2. Knowledge of the typical elements in logistical support (e.g., physical distribution, installation, technical documentation, training, supplies, spares, and facilities), in terms of identifying a potential price-related factor for each such element (from Industrial Management).

3. Knowledge of other typical price-related factors, the benefits and drawbacks of each such factor, circumstances under which the price related factor may be included, and typical formulas for applying the factors.

4. Knowledge of mathematics sufficient to develop formula (e.g., net present value) for such price-related factors as life cycle costs (from Quantitative Methods).

PRICE RELATED FACTORS



UNIT 15 PRICE RELATED FACTORS

Tasks	Related Standards
1. Determine number of awards. • Single award of all line items to one contractor. • Separate, single awards for different line items (given the number and nature of line items). • Progressive awards (when most firms in the market are capable of individually providing only a part of the total quantity required per the delivery schedule). • Multiple awards (If, in commercial markets where competition is based on tradeoffs between features and price, there is no one bundle of features that will satisfy all users of an indefinite quantity contract). • Partial set asides (from Blueprint 8.1, when small business can perform part of the work).	1. Correctly identify procurements for which multiple contracts may yield greater competition, an overall lower price to the Government, or better meet the Government's minimum requirements (compared to the cost of administering one or more additional contracts). To encourage small business participation in the procurement (per FAR 19.202-1), recommend:[1] • Dividing proposed acquisitions of supplies and services into reasonably small lots (not less than economic production runs) to permit offers on quantities less than the total requirement. • Planning acquisitions such that, if practicable, more than one small business concern may perform the work, if the work exceeds the amount for such a surety may be guaranteed by SBA against loss under 15 USC 694(b).
2. Identify factors that will be applied in determining an evaluated price (per Units 33 and 37). • Incremental pricing (i.e., separate prices for different lots--such as one price for the first 100 and a separate price for next 500). • "Family buys"--request a separate price for a group of line items. • Government furnished property costs (See Unit 22). • Options and/or multiyear contract (from Unit 5). • Lease vs. purchase price comparisons (from Unit 14).	2. Identify all factors entailed by the Government requirement. • Request incremental pricing when some suppliers (including distributors) may be able to offer a lower price on the first lot than the most efficient producers (because of excess inventory or scrap) but not for the entire quantity required. • Request both lease and purchase pricing for equipment when market research indicates (a) that both options are available from the industry, and (b) the economic differences between leasing vs. purchasing are marginal or unknown.

[1]Per FAC 90-9, provide the SBA procurement center representative a copy of the draft solicitation package at least 30 days prior to issuance, if the requirement is currently being met by a small business but the proposed contract is so large (in terms of quantity or dollar value) that the small business probably won't be able to compete for the prime contract.

UNIT 15 PRICE RELATED FACTORS

Tasks	Related Standards
• Transportation costs (from Unit 6 or 7).	• Either select the FOB point that will cost the Government the least (based on acquisition history) or request offers both with and without transportation costs.
• Expected costs for maintenance, warranty protection or repair, training, installation, technical manuals, spare parts, and supplemental supplies.	• Request prices for all such services needed (either on per service basis, package basis, or some combination).
• Energy conservation and efficiency criteria.	
• Estimated quantities (for indefinite delivery contracts).	
• Life cycle costs (or modified life cycle cost).	• Select life cycle costing for equipment with an expected life greater than one year if there are sufficient data (from market research) to develop and apply the formula.
3. Develop formula(s) for determining the evaluated price or prices.	3. Formula(s) should cover every award possibility and provide for accurate comparison of offers to correctly detect the lowest evaluated price.
4. Select and complete method of award provisions (for Part M of the Uniform Contract Format, where applicable).	

UNIT 16 TECHNICAL EVALUATION FACTORS

(Blueprint 4.1 — 2/10/93)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties[1]

1. Determine whether to award to the "lowest price technically acceptable proposal" or on "best value."

2. Prepare technical and business evaluation factors and the rating/scoring methodology.

3. Critique the proposed technical and business evaluation factors (along with the corresponding technical proposal instructions) and, for "best value" competitions, critique the proposed rating/scoring methodology.

Conditions

Given acquisition histories, market data, purchase requests, and the specification or statement of work.

Overall Standard(s)

As written by the requiring activity after review by the Contract Specialist, evaluation factors and, for "best value" competitions, rating/scoring methodologies, are reliable (using the factors independently from one another, technically competent individuals would evaluate the same proposal consistently) and valid (factors are in fact predictive of ability to satisfy the Government's minimum needs).

[1]Changed in 2nd. edition.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 16 TECHNICAL EVALUATION FACTORS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 16 TECHNICAL EVALUATION FACTORS

Policies

FAR	*Agency Suppl.*	*Subject*
9.104-2		Special standards of responsibility.
15.601-605		
32.107		The need for financing not to be used as an evaluation factor.
35.007(e) and (f)		Sample R&D evaluation factors.
35.008(a) and (b)		Guidelines for R&D evaluation factors.
35.016		Use of evaluation factors in BAA's.

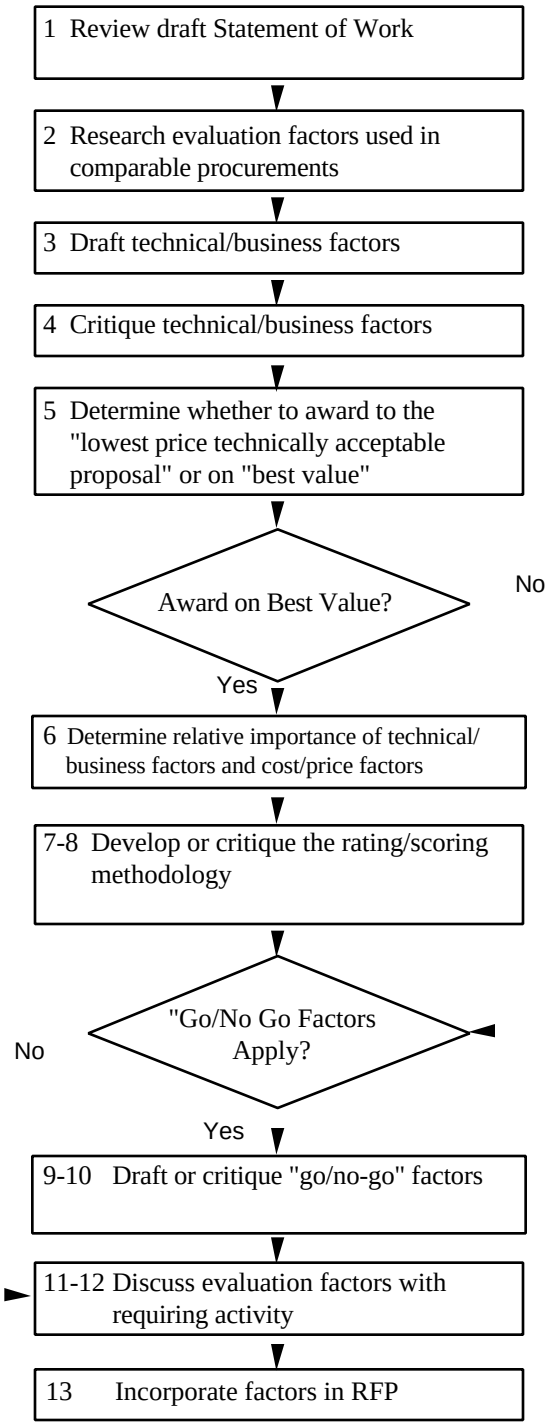
Other KSA's

Knowledge of Comptroller General decisions and other case law relevant to the selection, composition of technical evaluation factors, as well as on the incorporation of such factors in solicitations. Examples:

- Where, as here, a solicitation indicates that price will be considered but does not indicate the relative importance of price and technical factors, they are considered approximately equal in weight. Bachy/Bauer/Green Joint Venture, B-235950, Sept. 18, 1989, 89-2 CPD P 240. (B-238824, Matter of: Avtec, Inc., June 22, 1990.)
- Source selection officials in a negotiated procurement have broad discretion in determining the manner and extent to which they will make use of the technical and cost evaluation results; cost/technical tradeoffs may be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the established evaluation criteria. TRW, Inc., 68 Comp.Gen. 512 (1989), 89-1 CPD P 584. Even where cost is the least important evaluation factor, an agency may award to a lower priced, lower scored offeror if it determines that the cost premium involved in awarding to a higher rated, higher priced offeror is not justified given the acceptable level of technical competence available at the lower cost. Dayton T. Brown, Inc., B-229664, Mar. 30, 1988, 88-1 CPD P 321. The determining element is not the difference in technical scores, per se, but the selection official's judgment concerning the significance of that difference, and the question in such a case is whether the award decision was reasonable and adequately justified in light of the RFP evaluation scheme. TRW, Inc., 68 Comp.Gen. 512, supra; Burnside-Ott Aviation Training Center, Inc.; Reflectone Training Sys., Inc., B-233113; B-233113.2, Feb. 15, 1989, 89-1 CPD P 158. (B-239113; B-239113.2, Matter of: Wyle Laboratories, Inc.; Latecoere International, Inc., August 6, 1990.)

Other Policies and References (Annotate As Necessary):

TECHNICAL EVALUATION FACTORS



UNIT 16 TECHNICAL EVALUATION FACTORS

Tasks	Related Standards
1. Review the draft Statement of Work (Unit 7, Task 2).[1]	
2. Research evaluation factors used for prior or comparable acquisitions.	2. Review acquisition histories and market research for such factors and obtain data on such factors, any problems with the factors, and the validity of the factors in practice.
3. Draft technical and business evaluation factors. • Factors. • Subfactors. • Elements • Standards. • Rationale for factors, subfactors, elements, and standards.	3. As written by the requiring activity after review by the Contract Specialist, proposed evaluation factors are valid (i.e., the factor correlates significantly with ability to perform the work of the contract). The rationale should be complete and sufficient to demonstrate the relationship between each factor and the requirement, as expressed in the Statement of Work.
4. Critique technical and business evaluation factors.	4. Advise requiring activities on all changes necessary to improve the reliability and validity of proposed factors. Accurately recognize and diagnose problems with proposed factors, such as: • Omissions (e.g., factors that are missing standards). • Vagueness or ambiguity. • No apparent relationship to the Statement of Work. • Inconsistency with the Statement of Work and draft proposal submission instructions. - E.g., obtaining capability in excess of the Government's minimum need. • Appearance of being arbitrary and capricious; insufficient substantiation in supporting documents.

[1]All tasks changed in 2nd edition.

Tasks	Related Standards
5. Determine whether award will be made to the "lowest price technically acceptable proposals" or to the proposal that represents "best value."	5. Award on "best value" when there are significant business and/or technical risks to obtaining the desired performance. For example, consider "best value" tradeoffs between price and technical/ business factors when: • Soliciting cost type contracts. • Using performance or functional specifications that will open the door to a variety of technical approaches — each characterized by different strengths and weaknesses. • There is no clear-cut, certain means of determining the technical acceptability of marginal offers.
6. Determine the relative importance of technical/business factors cost/price factors. (When an RFP is silent on the relative importance of the factors, the assumed relationship is "50:50"—technical to price.[1])	6. Given Comptroller General decisions and other sources of case law, correctly interpret and apply principles for establishing the relative importance of technical factors. Relative importance is a function of the business and technical risks inherent in the work. The higher the risks, the greater the emphasis on technical and business factors.
7. For factors to be evaluated by the "multiple distinctions of merit" decisional rule, establish the rating/scoring methodology. Subtasks • Determine the relative importance of each factor, subfactor, and element. • Select the rating/scoring method (e.g., Adjective Ratings, Numerical Scores, or Ranking). • For each factor (or subfactor/element), define values for the multiple distinctions of merit. • Prepare a written rationale for the rating/scoring methodology.	7. As written by the requiring activity after review by the Contract Specialist, the rating/scoring methodology is reliable (applying the methodology independently of one another, technically competent individuals would evaluate the same proposal consistently) and valid. The rationale should be complete and sufficient to support the reliability and validity of the rating/scoring methodology.

[1]See, for example, Comptroller General decision B-238824, matter of Avtec, Inc., June 22, 1990: "Where, as here, a solicitation indicates that price will be considered but does not indicate the relative importance of price and technical factors, they are considered approximately equal in weight."

Tasks	Related Standards
8. Critique the proposed rating/scoring methodology.	8. Advise requiring activities on all changes necessary to improve the reliability and validity of the proposed rating/scoring methodology. Accurately recognize and diagnose such problems as: • Inconsistency with relative order of importance for the factors in the draft RFP. • Appearance of arbitrariness or capriciousness. • Omissions (e.g., factors that are missing measures of relative importance). • Logical fallacies (e.g., weights for subfactors that exceed the total points allotted for the factor). • Ambiguity.
9. Draft "go/no-go" factors.	9. Accurately distinguish "go/no-go" factors from special standards of responsibility (See Unit 9D).[1] Identify any factor that should be applied on a "go/no-go" basis to screen out "high risk" bids or proposals. As written by the requiring activity after review by the Contract Specialist, "go/no-go factors are reliable (applying the factors independently of one another, technically competent individuals would evaluate the same proposal consistently) and valid (in terms of accurately differentiating "high risk" from "low risk" offers). The rationale should be complete and sufficient to support the reliability and validity of the proposed factors.

[1]For guidelines on the use of responsibility factors in evaluating offers, see 52 Comp. Gen. 47 and also the following unpublished decisions of the Comptroller General: B-224392.2, Matter of B & W Service Industries, Inc; B-231607, Matter of Sanford and Sons Company; B-236255, Matter of Eagle Technology, Inc.; B-237364, Matter of York Systems Corporation; B-237325, Matter of Environmental Technologies Group, Inc.; and B-237865.2, Matter of: Commercial Building Service, Inc.

Tasks	Related Standards
10. Critique draft "go/no-go" factors.	10. Advise requiring activities on all changes necessary to improve the reliability and validity of proposed "go/no-go" factors. Accurately recognize and diagnose such problems as: • Vagueness or ambiguity. • No clear line of demarcation between "acceptable" vs. "unacceptable" proposals. • Inconsistency with the Statement of Work and draft proposal submission instructions. • Appearance of being arbitrary and capricious; insufficient substantiation in supporting documents and rationale.
11. Prepare for discussions with requiring activity. • Summary outline of strengths and weaknesses. • Questions to clarify. • Analysis of each factor.	
12. Reach agreement with requiring activity on needed changes in evaluation factors and the rating/scoring methodology.	
13. Incorporate evaluation factors (and any significant subfactors) in the solicitation.[1]	13. Disclose the relative importance but not actual significance of the factors that will be used to rate or score proposals. Ensure that proposal submission instructions will solicit all information from offerors necessary to apply the evaluation factors.

[1]The FAR now requires disclosure of significant subfactors. The FAR does not prohibit disclosure of actual weights but generally it is not good business practice to do so

UNIT 17 METHOD OF PROCUREMENT

(Blueprint 9.1 — 3/9/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Determine the method of procurement: • Small purchase procedures • Sealed bidding • Two-step sealed bidding • Negotiation
Conditions	Given Purchase Requests, data from market surveys, and source lists
Overall Standard(s)	Select sealed bidding when all of the following are true: • The requirement exceeds the small purchase limitation and cannot be met by ordering against an existing contract. • Time permits the solicitation, submission, and evaluation of sealed bids. • Award will be made on the basis of price and other price-related factors. • There is no need to conduct discussions with the responding offerors about their offers. • There is a reasonable expectation of receiving more than one sealed bid.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 17 METHOD OF PROCUREMENT

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 17 METHOD OF PROCUREMENT

Policies

FAR	*Agency Suppl.*	*Subject*
6.4		Criteria for selecting sealed bidding vs. negotiations.
13.103		Limits on use of simplified purchasing procedures.
14.202-4 14.202-5		Bid samples and descriptive literature.
14.5		Two-step sealed bidding.
35.006(a)		Negotiation necessary for R&D acquisitions.
37.105		Use of sealed bidding in acquiring services under the conditions in §6.4.
52.214-20 52.214-21		Bid samples and descriptive literature.
52.214-23 thru 52.214-25		Two-step sealed bidding.

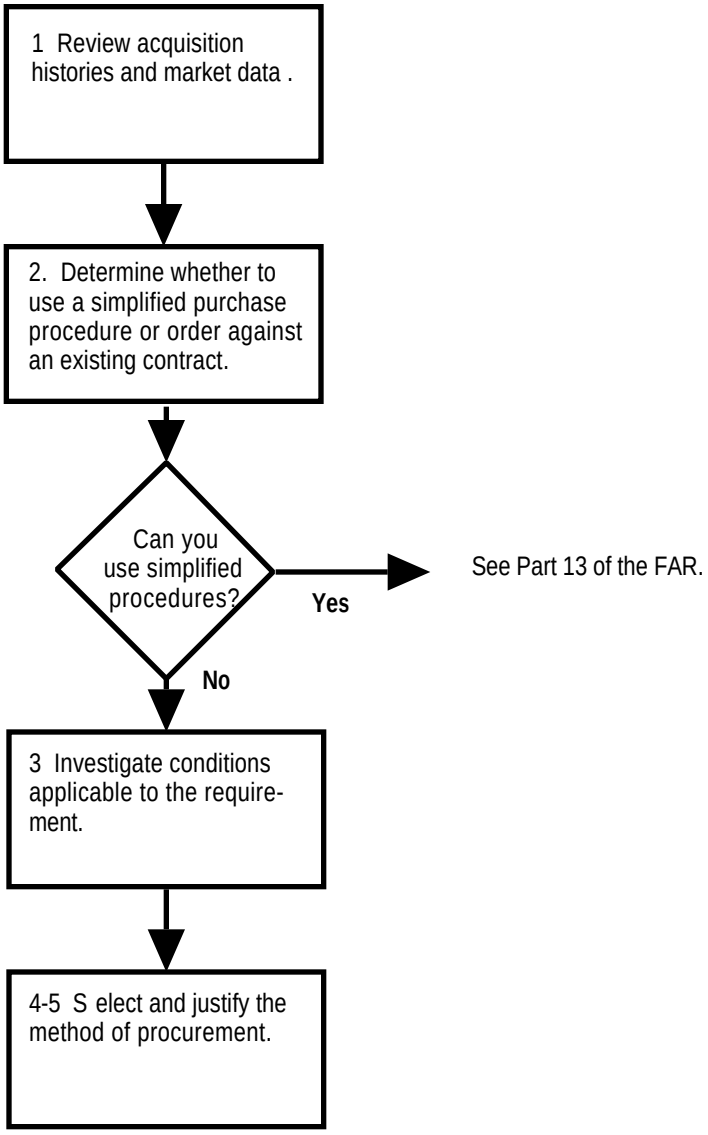
Other KSA's

1. Knowledge of the typical period (in calendar days) necessary for sealed bidding.

2. Skill at market analysis; knowledge of physical distribution and methods for determining the production and delivery lead times of different markets (from Marketing).

Other Policies and References (Annotate As Necessary):

METHOD OF PROCUREMENT



UNIT 17 METHOD OF PROCUREMENT

Tasks	Related Standards
1. Review acquisition histories and market data (per Unit 5).[1]	1. Correctly identify data relevant to determining the method of procurement.
2. Determine whether to use a simplified purchase procedure or order against an existing contract.	2. Select a simplified purchase procedure from Part 13 of the FAR for procurements under the small purchase limitation (or, where required or appropriate, order against an existing contract as provided in Unit 56).
3. Investigate conditions applicable to the requirement.	3. Consistent with market data and acquisition histories, accurately determine: • Probable level of competition. • Leadtime available for making award. • Evaluation factors for award. • The probability that offers will need to be discussed with offerors and the probable scope of any such discussions. • Whether bid samples or descriptive literature would suffice, in lieu of discussions, to determine the acceptability of offered deliverables.
4. Select the method of procurement.	4. Select the negotiated method (i.e., negotiations under FAR Part 15) if any one of the following is true: • There is not a reasonable expectation of receiving more than one sealed bid. • Time does not permit the solicitation, submission, and evaluation of sealed bids. • Award will in part be made on other than price and price-related factors. • Discussions with offerors are necessary and cannot be limited to the question of whether offers are technically acceptable. Select two-step sealed bidding when all of the following are true: • More than one technically qualified source is expected to be available. • There is sufficient time for the two-step sealed bidding process. • Discussion of offers with offerors can be limited to determining the acceptability of the offered supplies or services. • Final award can be made on price and price-related factors alone. (con't on next page)

[1]Relative to the 1989 edition, this Unit has been rewritten largely to clarify the process of making this determination.

Tasks	Related Standards
	Select sealed bidding when all of the following are true: • There is a reasonable expectation of receiving more than one sealed bid. • There is sufficient lead-time for the sealed bidding process. • Final award can be made on price and price-related factors alone. • Award can be made without discussing offers with offerors (other than to resolve a minor informality or irregularity per Unit 34 or verify bids per Unit 46).
5. In the contract file, explain in writing the condition or conditions at FAR 6.401(a) that preclude sealed bidding.	5. Accurately identify the condition or conditions that preclude sealed bidding.

UNIT 18 PROCUREMENT PLANNING

(From Blueprints 2.1 and 4.2C — 4/26/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Planning The Procurement

Duty Determine whether a plan is necessary and, where necessary, update or prepare the plan.

Conditions Given purchase requests, acquisition histories, market data, procurement plans for previous procurements, and decisions made in the presolicitation phase (i.e., in the course of initiating the procurement, analyzing the requirement, establishing the extent of competition, identifying selection factors, and selecting the method of procurement).

Overall Standard(s) Only prepare a written plan for complex procurements that will take extended periods of time to consummate. Record key decisions and milestones. Correctly assign responsibilities and identify approving officials. Provide sufficient leadtime in the plan to obtain full and open competition and meet the Government's needs in the most effective, economical, and timely manner.

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Planning A Formal Source Selection

Duty Plan and organize a formal source selection.

Conditions Given purchase requests, acquisition histories, market data, and decisions made in the presolicitation phase.

Overall Standard(s) Correctly and completely describe the evaluation strategy (e.g., factors and methodology). Correctly identify all critical milestones. Correctly identify all key members of the source selection team and brief them on their respective roles and responsibilities.

Evaluator Name _____

Title _____

Date _____

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 18 PROCUREMENT PLANNING

Policies

FAR	*Agency Suppl.*	*Subject*
3.104		Source selection information; control of.
7.3		Acquisition planning.
15.402(b) 15.413		Disclosure of information and policies on nonGovernment evaluators.
15.612		Formal source selection.
52.216		Award.

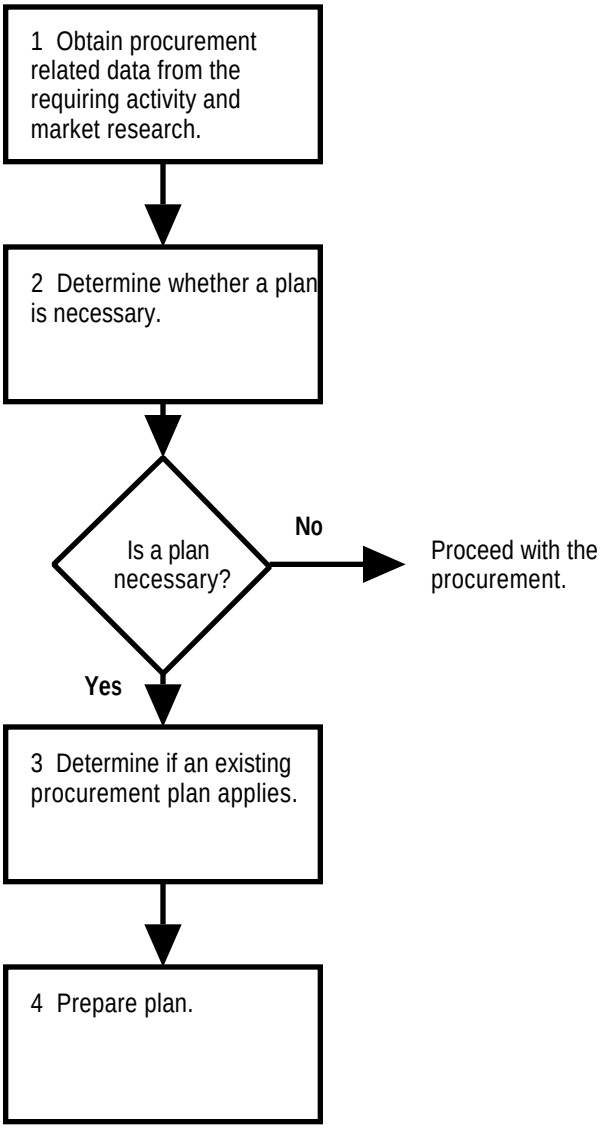
Other KSA's

1. Knowledge of the nature and purpose of planning, planning premises, decisionmaking, planning techniques (e.g., networking planning generally, PERT/CPM, and probabilistic network methods), and steps in planning a project (from Organization and Management or Industrial Management).

2. Knowledge of the relationship between line and staff authority; knowledge of the role of service departments such as procurement in supporting line managers on mission accomplishment; skill at communicating and exercising leadership in working with line managers (from Organization and Management).

Other Policies and References (Annotate As Necessary):

Planning the Procurement

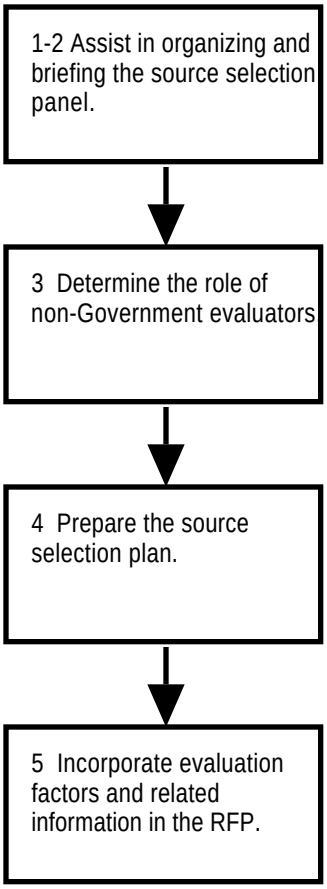


UNIT 18 PROCUREMENT PLANNING

Part A: Planning the Procurement

Tasks	Related Standards
1. Obtain data from the requiring activity and market research (per Units 3 and 5). • Identity of supplies and services to be procured. • Acquisition histories on needed supplies and services. • Findings of previous market research, if any.	
2. Determine whether a plan is necessary.	
3. Determine if an existing procurement plan applies.	A3. Check any existing plan to determine whether it is current and applicable. Update the plan as necessary to reflect changes in market conditions.
4. Prepare plan. a. Record key decisions, including, where applicable, decisions on: • The specification (to be made as described in Units 6-8). • Sources to be solicited (from Units 9-13). • Selection factors (per Units 14-16). • Method of procurement (per Unit 17). • Type of contract (per Unit 19). • Other key business terms and conditions (per Units 20-24). • The contract administration plan (per Unit 54). b. Record milestones: • Requiring activity milestones. • Procurement milestones. c. Assign responsibilities: • To requiring activity personnel. • To purchasing staff. d. Obtain approvals, as necessary: • Contracting Officer. • Requiring activity. • Legal, technical, finance, shipping, packaging, and other supporting offices. e. Update plan as decisions are made and milestones are met.	A4. Document all key decisions as they are made, and record the decisions in the plan. Correctly identify responsibilities for the procurement. Correctly identify all approving officials under agency policy. Track each critical decision and milestone.

Planning A Formal Source Selection



UNIT 18 PROCUREMENT PLANNING

Part B: Planning A Formal Source Selection

Tasks	Related Standards
1. Assist the source selection authority in organizing and staffing the evaluation group structure (e.g., evaluation boards, advisory councils, et. al.)[1]	
2. Brief the source selection authority and evaluation group members on their roles and responsibilities.	B2. Correctly present the steps in establishing price related factors and technical/ business factors from Units 15 and 16. Correctly present steps in soliciting and awarding contracts from Units 25-29 and 35-53. Correctly identify the role(s) and responsibilities of each source selection participant for the steps in those Units. Cover all aspects of safeguarding information, including the provisions of FAR 3.104, 15.402(b), 15.413, and 15.612(e).
3. Determine whether to release proposals outside the Government for evaluation.	B3. Any such release is made only when authorized by FAR 15.413 and in full compliance with FAR 3.104 and FAR 15.413.
4. Prepare and recommend (or critique) the Formal Source Selection Plan. Typical elements: • Summary of the requirement and acquisition plan. • Description of the organizational structure for the source selection (e.g., source selection authority, evaluation board, and/or advisory council). • Proposed staffing of the evaluation groups. • Proposed presolicitation activities. • Descriptions of the proposed evaluation factors and their relative importance. • A description of the evaluation process, methodology, and techniques to be used. • A schedule of significant milestones.	B4. Update the acquisition plan from Unit 2 as necessary to reflect preaward source selection decisions and incorporate relevant elements of the acquisition plan in the source selection plan. Evaluation factors, as incorporated in the plan, comply with the standards in Units 15 and 16. The final source selection plan includes the elements listed in FAR 15.612. Do not conduct a presolicitation conference or issue the solicitation prior to approval of the source selection plan.
5. Incorporate approved evaluation factors in the RFP.	B5. Correctly prepare the related sections of the RFP.

[1]For the 2nd edition, changes were made to the flowchart and to tasks 1, 2, 4, and 5 when the Workbook was updated per FAC 90-11.

Tasks	Related Standards

SOLICITATION-AWARD UNITS

Solicitation	Evaluation—Sealed Bidding	Evaluation—Negotiation	Award
Terms and Conditions 19. Contract Types 20. Letter Contracts 21. Contract Financing 22. Use of Government Property and Supply Sources 23. Need For Bonds 24. Solicitation Preparation **Soliciting Offers** 25. Publicizing Proposed Procurements 26. Preaward Inquiries 27. Prebid/Preproposal Conferences 28. Amending Solicitations 29. Cancelling Solicitations	**Bid Evaluation** 30. Processing Bids 31. Bid Acceptance Periods 32. Late Offers 33. Bid Prices 34. Responsiveness	**Proposal Evaluation** 35. Processing Proposals 36. Technical Evaluation 37. Price Objectives 38. Cost and Pricing Data 39. Audits 40. Cost Analysis 41. Evaluating Other Terms and Conditions 42. Competitive Range **Discussions** 43. Factfinding 44. Negotiation Strategy 45. Conducting Negotiations	**Selection for Award** 46. Mistakes in Offers 47. Responsibility 48. Subcontracting Requirements 49. Preparing Awards **Executing Awards** 50. Award 51. Debriefing **Protests** 52. Protests **Fraud and Exclusion** 53. Fraud and Exclusion

TAB D-4 SOLICITATION-AWARD UNITS

UNIT 19.1 SELECTING THE TYPE OF CONTRACT TO SOLICIT

(Blueprint 10.1 — 3/18/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Select the contract type or types to solicit.
Conditions	Given acquisition histories, market data, and the purchase request.
Overall Standard(s)	Correctly identify the factors in pricing a procurement that are the most uncertain, determine the potential risks entailed by the uncertainties, and select the type of contract that will: 1. Minimize the potential risks (in terms of cost and performance) inherent in the requirement and the expected cost of contract administration (both to the Government and industry), taken together. 2. Provide a reasonable allocation of risk between the Government and the contractor. 3. Conform to FAR Part 16 and agency requirements and limitations on the use of the different contract types. Do not use cost-plus-a-percentage-of-cost contracts.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 19.1 SELECTING THE TYPE OF CONTRACT TO SOLICIT

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 19.1 SELECTING THE TYPE OF CONTRACT TO SOLICIT

Policies

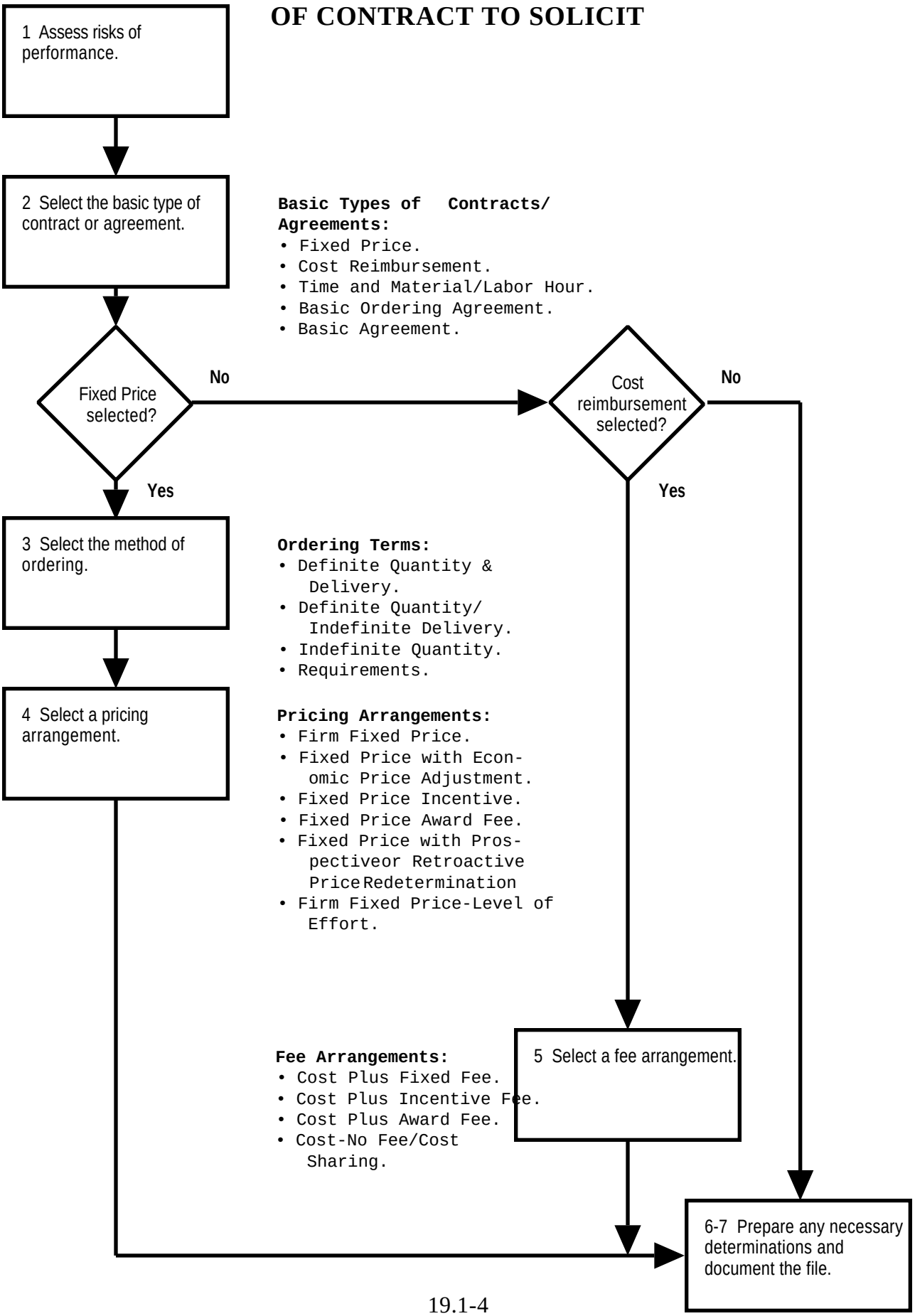
FAR	*Agency Suppl.*	*Subject*
14.104		Types of contracts for sealed bidding.
Part 16		Types of contracts.
35.003(b), 35.006(b-d), 35.007(h), 35.015(b)		Contracts types for R&D.
47.203		Transportation term contracts.

Other KSA's

Reserved.

Other Policies and References (Annotate As Necessary):

SELECTING THE TYPE OF CONTRACT TO SOLICIT



UNIT 19.1 SELECTING THE TYPE OF CONTRACT TO SOLICIT

Tasks	Related Standards
1. Analyze the risks of performance. a. Determine whether to select firm fixed price terms and conditions for the solicitation without considering other contract types.	1a. Do not consider other contract types when: • Using either (i) commercial specifications or (ii) specifications which firms in the market are experienced in meeting, • Adequate price competition is probable, • Market conditions are likely to be stable over life of the contract, and • Government or industry buyers generally have had success in using FFP terms and conditions for the same supplies or services.
b. Identify the potential technical and business risks of the acquisition. Account for: • Risks inherent in the requirement, given the: - Type of specification employed (e.g., CID, design, performance, or functional). - Nature and complexity of the requirement. - Maturity of the requirement (e.g., extent to which the market is experienced in providing the deliverable; extent of change to specifications from prior acquisitions). - Quantity required (e.g., magnitude relative to market capacity; certainty at time of award). - Delivery schedule (e.g., urgency; certainty at time of award). - Period of performance or length of the anticipated production run. - Stability of the technology (e.g., prospects for technological innovation during the life of the contract that might lead the Government to modify or terminate the contract).	1b. Identify all significant risks in estimating the cost of performing work under the contract, based on data from market research and acquisition histories (per Unit 5).
• Risks inherent in doing business with prospective contractors, given: - The probable level of competition (if any) for the contract. - The adequacy of their accounting, estimating, and other management control systems. - Their relative capability and experience (e.g., technological, organizational, etc.). - Their performance records. - The probable changes in the general level of business over the life of the contract. - The probable extent and nature of subcontracting. - Terms and conditions of concurrent contracts (if any).	

UNIT 19.1 SELECTING THE TYPE OF CONTRACT TO SOLICIT

Tasks	Related Standards
• Market risks: - Availability of the type and number of resources necessary for the work. - Trends in prices for labor, energy, raw materials, semi-finished goods, equipment, and other critical components. • Other risks.	
c . Given the potential risks, determine the degree of certainty with which the total cost of performance and (if known) profit margins can be estimated. • Risk by risk. • Aggregate for all significant elements of risk. • In comparison to the expected additional cost of administering a type of contract other than FFP.	1c. Solicit firm-fixed-price offers when the risks involved are minimal or can be predicted with an acceptable degree of certainty. Solicitation of other contract types depends on (i) what is at risk, (ii) the significance of the risks to the total expected cost of performance, and (iii) the relative costs of administering contract types other than FFP.
2. Select one of the basic types of contract or agreement.	2. Selection Guidelines—from FAR 16.103(b), 201, 301, 601, 702(b), and 703(b).
a. Fixed Price Contracts.	Per FAR 52.216-1 (Type of Contract), contemplate award of a Fixed Price contract when the total cost of performance (especially the resources required) can be forecast with a fair to high degree of accuracy and confidence.
b. Cost Reimbursement Contracts. The Government assumes the risk for all allowable costs incurred (up to a preestablished limitation on costs). Cost reimbursement contracts are typically for research, preliminary exploration or study, or development and testing.	Per FAR 52.216-1 (Type of Contract), contemplate award of a Cost Reimbursement contract when the resources that will be required to perform the work (e.g., labor hours, labor mix, and/or material requirements) are highly uncertain at the time of award.
c. Time and Material or Labor Hour Contracts. The Government assumes all risks except for fluctuations in per hour wage rates and indirect costs. The latter are fixed on a per hour basis. There is a "ceiling price", but it functions more like the "limitation of costs" provision of a cost reimbursement contract.	Per FAR 52.216-1 (Type of Contract), contemplate award of a Time and Material (T&M) or Labor Hour (LH) contract when the resources that will be required to perform the work (e.g., labor hours, labor mix, and/or material requirements) are highly uncertain at the time of award.
	T&M/LH contracts are often used in lieu of cost reimbursement contracts for markets in which price competition typically occurs on the basis of per hour rates (e.g., repair services). Also contemplate a T&M or LH contract when the expected cost of the work is too low to justify an audit of the firm's indirect expenses.

Tasks	Related Standards
d. Basic Ordering Agreement (BOA). Risks are deferred until each individual order is placed. Only useful when an exception to full and open competition will probably apply to the orders (e.g., because (i) the contractor is the only available, responsible supplier for weapon system spares and repairs or (ii) because orders are likely to be placed under urgent conditions).	Establish a Basic Ordering Agreement when the resources required for each order cannot be forecast with confidence prior to the placement of the order. Also, quantities to be procured per each designated location and/or delivery schedules are likely to be unstable or unknown over the life of the agreement and are significant to overall price.
e. Basic Agreement. Risks are deferred until award of a contract. Sets some terms and conditions in advance. A separate contract is written for each acquisition under a basic agreement.	Establish a Basic Agreement when a substantial number of separate contracts may be awarded to a contractor over the given period and significant recurring negotiation problems are likely.
3. For fixed price contracts, select a method of ordering.	3. Selection Guidelines—from FAR 16.501, 502, 503(b), and 504(b).
a. Definite Quantity/Definite Delivery Contract. Provides for the delivery of a fixed quantity per a prearranged delivery schedule.	Contemplate award of a Definite Quantity/ Definite Delivery contract when the delivery schedule and quantities are firm.
b. Definite Quantity/Indefinite Delivery Contract. Provides for the delivery of a fixed quantity over a fixed period, with deliveries to be scheduled at designated locations upon order.	Per FAR 52.216-1 (Type of Contract), contemplate award of a Definite Quantity/ Indefinite Delivery contract when: • The required quantity is known and funded at the time of award, • The delivery schedule is not firm, and • The supplies or services are regularly available (or can be made available upon short notice).
c. Indefinite Quantity Contract. Provides for ordering an indefinite quantity, within stated limits, of specified supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor. Funds are obligated by each delivery order for any amount ordered above the minimum.	Per FAR 52.216-1 (Type of Contract), contemplate award of an Indefinite Quantity contract when: • The minimum quantity to be ordered is known and funded at the time of award and • The Government will probably order more than the minimum amount during the period of performance.

Tasks	Related Standards
d. Requirements Contract. Provides for filling all requirements (up to the specified maximums, if any) of designated activities for the deliverable during a specified period, with deliveries to be scheduled by placing orders with the contractor. Funds are obligated by each delivery order, not by the contract itself.	Per FAR 52.216-1 (Type of Contract), contemplate award of a Requirements contract when the Government can make no commitment on quantity at the time of award (i.e., when the Government expects to place orders for a significant number of the deliverables but cannot predetermine the precise quantities that will be ordered). Generally use requirement contracts for commercial or commercial-type products.
4. For fixed price contracts, select a pricing arrangement. (Note: For indefinite delivery contracts, only use Firm Fixed Price, Fixed Price with Economic Price Adjustment, Fixed Price with Prospective Price Redetermination, and catalog or market pricing arrangements.)	4. Selection Guidelines—from FAR 16.103(b), 202-2, 203-2, 203-3, 205-2, 205-3, 206-2, 206-3, 207-2, 207-3, 403(b), 403(c), 403-1(b), 403-1(c), 403-2(b), 403-2(c), and 501(c).
a. Firm Fixed Price. The contractor assumes all risks. This is the norm for commercial products and services in price competitive markets or production contracts for mature hardware.	Per FAR 52.216-1 (Type of Contract), contemplate award of a Firm Fixed Price contract when the total cost of performance can be estimated with a high degree of accuracy and confidence.
b. Fixed Price with Economic Price Adjustment. The Government assumes part of the risk of market fluctuations.	Per FAR 52.216-1 (Type of Contract), contemplate award of Fixed Price with Economic Price Adjustment contract when market prices for critical categories of labor or materials: • Are likely to be unstable over the life of the contract, • Are at risk because of industrywide contingencies beyond the contractor's control, • Are significant to the overall price, and • Can be severed and covered separately in the contract.

UNIT 19.1 SELECTING THE TYPE OF CONTRACT TO SOLICIT

Tasks	Related Standards
c. Fixed Price Incentive. The Government shares part of the cost risk up to the ceiling price, after which the contractor assumes all risks. - Fixed or successive type. - Formula can link price not only to costs but also to delivery and/or other objective indicators of performance.	Per FAR 52.216-1 (Type of Contract), contemplate award of a Fixed Price Incentive contract when: • The expected cost of performance is moderately uncertain, • Actual costs will probably not exceed a specified ceiling price (i.e., the ceiling price covers the most probable risks inherent in the nature of the work), • The Government needs a firm commitment from the contractor to deliver the supplies or services within that ceiling price, and • The contract price is high enough to justify the additional costs of administering the FPI terms and conditions. The FPI formula can link price not only to to costs but also to other objective indicators of performance. Only contemplate such links when: • A mathematical relationship can be established between the price and the indicators of performance, • Establishing such relationships are likely to have a meaningful impact on the contractor's management of the work, and • The expected performance benefits are of sufficient magnitude to justify the additional costs of administering the FPI terms and conditions.
d. Fixed Price Award Fee. An additional amount of fee (i.e., percentage of price) may be added to the price, based on judgmental measures of productivity. Such contracts are especially suitable for services.	Per FAR 52.216-1 (Type of Contract), contemplate award of a Fixed Price Award Fee contract when: • Performance indicators (i.e., inspection and acceptance criteria) are inherently judgmental (e.g., what is "clean"), with a corresponding risk that the end user will not be fully satisfied, • Judgmental standards can be fairly applied by an Award Fee panel, and • The potential fee is large enough to both provide a meaningful incentive and justify the additional costs of administering the award fee terms and conditions. (Note: This type of contract is not expressly mentioned in FAR Part 16. See, however, FAR 16.102(b)).

UNIT 19.1 SELECTING THE TYPE OF CONTRACT TO SOLICIT

Tasks	Related Standards
e. Fixed Price with Prospective or Retroactive Price Redetermination. A prospective redetermination contract fixes the price only for the initial period of performance and allows a new price to be negotiated prior to each succeeding period; a retroactive redetermination contract sets a ceiling price and calls for negotiating the actual cost of performance (not to exceed the ceiling) after performance.	Per FAR 52.216-1 (Type of Contract), contemplate award of a Fixed Price with Prospective Price Redetermination when: • The costs of performance can be estimated with confidence only for the first year of performance, • The Government needs a firm commitment from the contractor to deliver the supplies or services during subsequent years, and • The contract price is high enough to justify the additional costs of administering the FPPRD terms and conditions. Per FAR 52.216-1 (Type of Contract), contemplate award of a Fixed Price with Retroactive Price Redetermination when the risks and uncertainties preclude a fixed price incentive contract but you nonetheless need to obligate performance by the contractor within a maximum ceiling price. Retroactive redetermination contracts are limited to R&D projects under $100,000.
f. Firm Fixed Price—Level Of Effort. Such a contract requires the contractor to provide a specified effort, over a stated period of time, in return for a fixed dollar amount. Used for investigations or studies for which the Government can only state the work to be performed in general terms.	Per FAR 52.216-1 (Type of Contract), contemplate award of a Firm Fixed Price—Level Of Effort when: • The work required cannot otherwise be clearly defined, • The required level of effort is identified and agreed upon in advance, • There is reasonable assurance that the intended result cannot be achieved by expending less than the stipulated effort, and • The contract price is $100,000 or less (unless approved by the chief of the contracting office.
5. For cost reimbursement contracts, select a fee arrangement.	5. Selection Guidelines—from FAR 16.302, 303, 304, 305, 306, 404-1(b), 404-1(c), 404-2(b), and 404-2(c). Note--you can combine types of fee arrangements (e.g., incentive and award).
a. Cost Plus Fixed Fee.	Per FAR 52.216-1 (Type of Contract), contemplate award of a Cost Plus Fixed Fee contract when relating fee to performance (e.g., to actual costs) would be unworkable or (compared to the cost of administering an award fee or incentive contract) of marginal utility.

UNIT 19.1 SELECTING THE TYPE OF CONTRACT TO SOLICIT

Tasks	Related Standards
b. Cost Plus Incentive Fee. Establishes formula to relate fee to objective measures of performance (e.g., actual costs, delivery dates, performance benchmarks, and the like).	Per FAR 52.216-1 (Type of Contract), contemplate award of a Cost Plus Incentive Fee contract when: • A mathematical relationship can be established between the fee and critical aspects of performance, and • The potential fee is large enough to both provide a meaningful incentive and justify the additional costs of administering the incentive fee terms and conditions.
c. Cost Plus Award Fee. An additional amount of fee may be added to a base fee, based on judgmental measures of productivity.	Per FAR 52.216-1 (Type of Contract), contemplate award of a Cost Plus Award Fee contract when: • Objective incentive targets are not feasible for critical aspects of performance, • Judgmental standards can be fairly applied by an Award Fee panel, and • The potential fee is large enough to both provide a meaningful incentive and justify the additional costs of administering the award fee terms and conditions.
d. Cost-No Fee & Cost Sharing. Contractor works without fee or shares cost of performance with the Government.	Per FAR 52.216-1 (Type of Contract), contemplate award of a Cost No Fee or Cost Sharing contract when the contractor: • Expects substantial compensating benefits for absorbing part of the costs and/or foregoing the fee, (e.g., such as being able to develop commercial markets for products that result from Federal research), or, • Is a nonprofit entity.
6. Determine whether it will be necessary to verify the contractor's accounting system (see Unit 71).	6. Verify the contractor's accounting system only when required for the selected type of contract.
7. Document the rationale for the selected type of contract and draft any necessary determination and findings.	7. Prepare a determination and finding or otherwise document the file only when required for the selected type of contract. The determination and finding or documentation must conform to FAR requirements for that type of contract.

CHART OF CONTRACT TYPES
(UNIT 19—APPENDIX I)

	FIRM FIXED PRICE (FFP)	INDEFINITE DELIVERY (ID)	FIXED PRICE ECON. PRICE ADJUSTMENT (FPEPA)	FIXED PRICE AWARD FEE (FPAF)	FP PROSPECTIVE REDETERMINABLE (FPPRD)
Principal Risk To Be Mitigated	None. Costs of performance can be estimated with a high degree of confidence. Thus, the contractor assumes the risk.	At the time of award, delivery requirements are not certain. Use: • Definite Quantity (if the required quantity is known and funded at the time of award). • Indefinite Quantity (if the minimum quantity required is known and funded at award.) • Requirements (if no commitment on quantity is possible at award.)	Market prices for required labor and/or materials are likely to be highly unstable over the life of contract.	Acceptance criteria are inherently judgmental, with a corresponding risk that the end user will not be fully satisfied.	Costs of performance can be estimated with confidence only for the first year of performance.
Use When:	• The requirement is well-defined. • Contractors are experienced in meeting it. • Market conditions are stable. • Financial risks are otherwise insignificant.		The market prices at risk are severable and significant. The risk stems from industry-wide contingencies beyond the contractor's control. The dollars at risk outweigh the administrative burdens of an FPEPA.	Judgmental standards can be fairly applied by an Award Fee panel. The potential fee is large enough to both: • Provide a meaningful incentive. • Justify the administrative burdens of an FPAF.	The Government needs a firm commitment from the contractor to deliver the supplies or services during subsequent years. The dollars at risk outweigh the administrative burdens of an FPPRD.
Elements	A firm fixed price for each line item or one or more groupings of line items.	• "Per unit" price. • Performance period. • Ordering activities and delivery points. • Maximum or minimum limit (if any) on each order. • Extent of each party's commitment on quantity.	A fixed price, ceiling on upward adjustment, and a formula for adjusting the price up or down based on: • Established prices. • Actual costs of the labor or materials. • Labor or material indices.	• A firm fixed price. • Standards for evaluating performance. • Procedures for calculating a "fee" based on performance against the standards.[1]	• Fixed price for the first period. • Proposed subsequent periods (at least 12 months apart). • Timetable for pricing the next period(s).
The Contractor Is Obliged To:	Provide an acceptable deliverable at the time, place, and price specified in the contract.	Provide acceptable deliverables at the per unit price when and where specified in each order, within the contractual ordering limits.	Provide an acceptable deliverable at the time and place specified in the contract at the adjusted price.	Perform at the time, place, and the price fixed in the contract.	Provide acceptable deliverables at the time and place specified in the contract at the price established for each period.
Contractor's Incentive *(other than maximizing Goodwill)* [2]	Generally makes a dollar of profit for every dollar that costs are reduced.	Generally makes a dollar of profit for every dollar that per unit costs are reduced.	Generally makes a dollar of profit for every dollar that costs are reduced.	Generally makes a dollar of profit for every dollar that costs are reduced; earns an additional fee for satisfying the performance standards.	For the period of performance, makes a dollar of profit for every dollar that costs are reduced.
A Typical Application	Commercial supplies and services.	Longterm contracts for commercial supplies and support services.	Longterm contracts for commercial supplies during a period of high inflation.	Installation support services.	Longterm production of spare parts for a major system.
Principal Limitations In Far Parts 16, 32, 35, and 52	Generally not appropriate for R&D.	Per unit price may only be FFP, FPEPA, FPPRD, or catalog/ market based. Under a Req. contract, must buy it from that contractor .	Must be justified.	Must be negotiated.	Must be negotiated. Contractor needs an adequate accounting system. Prompt redeterminations.
Variants	Firm Fixed Price Level of Effort				Retroactive Redetermination

[1]The amount of the award fee is not subject to the Disputes Clause.

[2]Goodwill being the value of the name, reputation, location and other intangible assets of a firm.

CHART OF CONTRACT TYPES
(UNIT 19—APPENDIX I)

FIXED PRICE INCENTIVE (FPI)	COST PLUS FIXED FEE (CPFF)	COST PLUS INCENTIVE FEE (CPIF)	COST PLUS AWARD FEE (CPAF)	COST OR COST SHARING (C/CS)	TIME & MATERIALS (T&M)
Labor or material requirements for the work are moderately uncertain. Hence, the Government assumes part of the risk.	Labor hours, labor mix, and/or material requirements (among other things) necessary to perform are highly uncertain and speculative. Hence, the Government assumes the risks inherent in the contract—benefiting if the actual cost is lower than the expected cost; losing if the work cannot be completed within the expected cost of performance. Some cost type contracts include procedures for raising or lowering the fee as an incentive for the contractor to perform at lower cost and/or attain performance goals.				
A ceiling price can be established that covers the most probable risks inherent in the nature of the work. The proposed profit sharing formula would motivate the contractor to control costs and meet other objectives.	Relating fee to performance (e.g., to actual costs) would be unworkable or of marginal utility.	A objective relationship can be established between the fee and such measures of performance as actual costs, delivery dates, performance benchmarks, and the like.	Objective targets are not feasible for critical aspects of performance. Judgmental standards can be fairly applied.[1] The potential fee would provide a meaningful incentive.	• The contractor expects substantial compensating benefits for absorbing part of the costs and/or foregoing fee, or • The vendor is a nonprofit entity.	Costs are too low to justify an audit of the contractor's indirect expenses.
• A ceiling price. • Target cost. • Target profit. • Delivery, quality, and/or other performance targets (optional) • A profit sharing formula.	• Target cost. • A fixed fee.	• Target cost. • Performance targets (optional) • Minimum, maximum, and target fee. • A formula for adjusting fee based on actual costs and/or performance.	• Target cost. • Standards for evaluating performance. • A base and maximum fee. • Procedures for adjusting the fee based on performance against standards.	• Target cost. • If CS, an agreement on the Government's share of the cost. • No fee.	• A ceiling price. • A per hour labor rate that also covers overhead and profit. • Provisions for reimbursing direct material costs.
Provide an acceptable deliverable at the time and place specified in the contract at or below the ceiling price.	Make a good faith effort to meet the Government's needs within the estimated cost in the Schedule.				Make a good faith effort to meet the Government's needs within the "ceiling price."
Realizes a higher profit by completing the work below the ceiling price and/or by meeting objective performance targets.	Realizes a higher rate of return (i.e., fee divided by total cost) as total cost decreases.	Realizes a higher fee by completing the work at a lower cost and/or by meeting other objective performance targets.	Realizes a higher fee by meeting judgmental performance standards.	If CS, shares in the cost of providing a deliverable of mutual benefit.	
Production of a major system based on a prototype.	Research study.	Research and development of the prototype for a major system.	Large scale research study.	Joint research with educational institutions.	Emergency repairs to heating plants and aircraft engines.
Must be justified. and negotiated. Contractor needs an adequate accounting system. Targets must be supported by cost data.	Must be negotiated. Must be justified.. The contractor must have an adequate accounting system. The Government must closely monitor the contractor's work to ensure use of efficient methods and cost controls. There are statutory and regulatory limits on the fees that may be negotiated. Must include the applicable "Limitation of Cost" clause from FAR 52.232-20 through 23.				Must be justified. and negotiated. The Government must closely monitor the contractor's work to ensure efficient performance.
Firm or Successive Targets	Completion or Term.				Labor Hour

CHART OF CONTRACT TYPES
(UNIT 19—APPENDIX I)

UNIT 19.2 SOLICITING T&M/LH CONTRACTS

(Blueprint10.2 — 3/18/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	Prepare provisions and clauses for Time and Material or Labor Hour solicitations.
Conditions	Given acquisition histories, market data, the purchase request, and a prior decision to solicit a Time and Materials or Labor Hour contract.
Overall Standard(s)	Identify and correctly prepare all provisions and clauses to solicit offers for a Time and Materials or Labor Hour contract.

Evaluator

_____
Name

_____
Title

_____
Date

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 19.2 SOLICITING T&M/LH CONTRACTS

Policies

FAR	*Agency Suppl.*	*Subject*
16.601		Time and Materials Contracts.
16.602		Labor Hour Contracts.

Other KSA's

Reserved.

Other Policies and References (Annotate As Necessary):

UNIT 19.2 SOLICITING T&M/LH CONTRACTS

Tasks	Related Standards
1. Estimate the ceiling price (using the techniques in Unit 37).	
2. Determine the method of pricing material (if any).	
3. Prepare the related solicitation provision(s) and clause(s).	

UNIT 19.3 ESTABLISHING AGREEMENTS

(Blueprint 10.3 — 3/18/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Basic Ordering Agreements

Duty Establish terms and conditions for Basic Ordering Agreements.

Conditions Given acquisition histories, market data, and the decision to establish a Basic Ordering Agreement.

Overall Standard(s) Identify and correctly prepare all terms and conditions to establish the agreement.

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Basic Agreements

Duty Establish terms and conditions for Basic Agreements.

Conditions Given acquisition histories, market data, and the decision to establish a Basic Agreement.

Overall Standard(s) Identify and correctly prepare all terms and conditions to establish the agreement.

Evaluator Name _____

Title _____

Date _____

UNIT 19.3 ESTABLISHING AGREEMENTS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 19.3 ESTABLISHING AGREEMENTS

Policies

FAR	*Agency Suppl.*	*Subject*
16.7		Agreements.

Other KSA's

Reserved.

Other Policies and References (Annotate As Necessary):

Basic Ordering Agreements

1 Establish the scope of work.

2 Develop a method for pricing each order.

3 Develop delivery terms and conditions.

4 Identify Government activities authorized to place orders.

5 Determine the point at which an order becomes a binding contract.

6 Identify fast payment procedures (if applicable).

7 Prepare terms and conditions.

Basic Agreements

1 Select FAR clauses for the agreement.

2 Draft agreement.

3 Incorporate terms in subsequent contracts.

UNIT 19.3 ESTABLISHING AGREEMENTS

Part A Basic Ordering Agreements

Tasks	Related Standards
1. Establish the scope of work.	
2. Develop a method for pricing each order (specifying that disagreements on the price of unpriced orders are subject to the Disputes clause in the Basic Ordering Agreement).	
3. Develop delivery terms and conditions (or the method for determining the delivery terms and conditions).	
4. Identify Government activities that will be authorized to place orders.	
5. Determine the point at which each order becomes a binding contract.	
6. Identify details on fast payment procedures required by 13.303(b) if such procedures are to apply to the orders.	
7. Prepare terms and conditions for the Basic Ordering Agreement, to be negotiated with the contractors. (Note: Unit 56 covers ordering against Basic Ordering Agreements).	

UNIT 19.3 ESTABLISHING AGREEMENTS

Part B Basic Agreements

Tasks	Related Standards
1. Select FAR clauses to include in the agreement.	
2. Draft the agreement, including a provision that either party can discontinue its future applicability upon 30 day's written notice.	B2. Do not cite appropriations, obligate funds, promise (explicitly or implicitly) to place orders or contracts with the concern, or otherwise restrict competition. Review every basic agreement at least annually to ensure continued conformance with Governmentwide and agency policies.
3. Incorporate the terms and conditions of the basic agreement in subsequent contracts, either by reference or as an attachment.	

UNIT 19.4 SOLICITING INDEFINITE DELIVERY CONTRACTS

(Blueprint 10.4 — 3/18/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Prepare provisions and/or clauses to solicit the selected type of indefinite delivery contract.
Conditions	Given acquisition histories, market data, the purchase request, and the decision to solicit a specific type of indefinite delivery contract.
Overall Standard(s)	Identify and correctly prepare all provisions and clauses to solicit offers for the selected type of indefinite delivery contract.

Evaluator

_____
Name

_____
Title

_____
Date

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 19.4 SOLICITING INDEFINITE DELIVERY CONTRACTS

Policies

FAR	*Agency Suppl.*	*Subject*
16.5		Indefinite delivery contracts.
52.216-18 through 22		Related clauses.

Other KSA's

Reserved.

Other Policies and References (Annotate As Necessary):

Definite Quantity

1 Identify related FAR provisions and clauses.

↓

2 Identify the activities authorized to place orders.

↓

3 Determine whether to provide for oral orders.

↓

4 Establish the maximum and/or minimum quantity per order.

↓

5 Prepare, complete and/or incorporate related provisions and clauses.

Indefinite Quantity

1 Identify related FAR provisions and clauses.

↓

2 Identify the activities authorized to place orders.

↓

3 Determine whether to provide for oral orders.

↓

4 Establish the minimum quantity to be ordered.

↓

5 Establish the maximum quantity that the contractor is obliged to fill.

↓

6 Establish the maximum and/or minimum quantity per order.

↓

7 Prepare, complete and/or incorporate related provisions and clauses.

UNIT 19.4 SOLICITING INDEFINITE DELIVERY CONTRACTS

Part A Definite Quantity

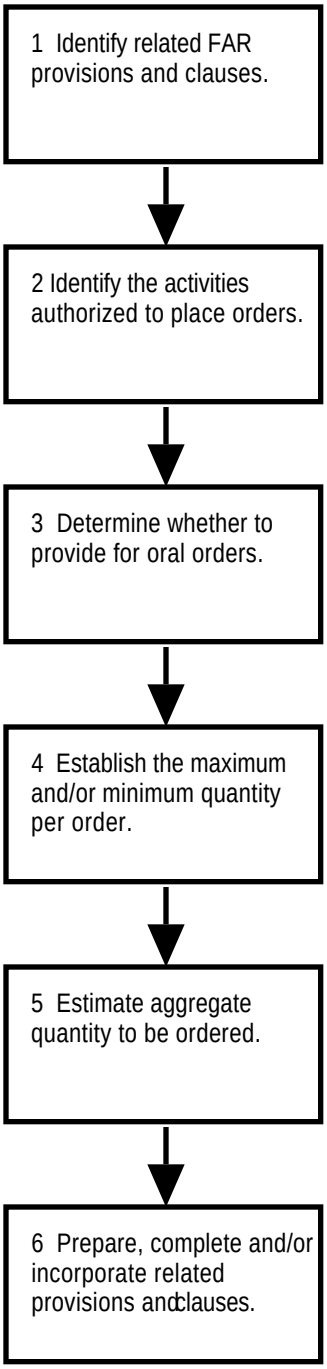
Tasks	Related Standards
1. Identify all FAR provision(s) and clause(s) required under FAR 16.505.	
2. Identify the name(s) of the activity or activities authorized to place orders.	
3. Determine whether to provide authority for oral orders (optional).	A3. If oral orders are to be authorized, the contract must also provide procedures for obligating funds and written confirmation of the oral orders.
4. Establish the maximum and/or minimum quantities that may be included on an order.	
5. Prepare, complete, and/or incorporate the provisions and clauses that are directly related to soliciting this type of contract.	

UNIT 19.4 SOLICITING INDEFINITE DELIVERY CONTRACTS

Part B Indefinite Quantity

Tasks	Related Standards
1. Identify all FAR provision(s) and clause(s) required under FAR 16.505.	
2. Identify the names of the activity or activities authorized to place orders.	
3. Determine whether to provide authority for oral orders (optional).	B3. If oral orders are to be authorized, the contract must also provide procedures for obligating funds and written confirmation of the oral orders.
4. Establish the minimum quantity that shall be ordered by the Government.	B4. The minimum quantity must be sufficient to bind the contractor (i.e., more than nominal) but not exceed that amount that the Government is fairly certain to order.
5. Establish the maximum quantity that the contractor is required to fill.	
6. Establish the maximum and/or minimum quantities that may be included on any one order.	
7. Prepare, complete, and/or incorporate the provisions and clauses that are directly related to soliciting this type of contract.	

Requirements



UNIT 19.4 SOLICITING INDEFINITE DELIVERY CONTRACTS

Part C Requirements

Tasks	Related Standards
1. Identify all FAR provision(s) and clause(s) required under FAR 16.505.	
2. Identify the names of the activity or activities authorized to place orders.	
3. Determine whether to provide authority for oral orders (optional).	C3. If oral orders are to be authorized, the contract must also provide procedures for obligating funds and written confirmation of the oral orders.
4. Establish the maximum and minimum quantities that may be included on any one order.	
5. Estimate of the aggregate quantity to be ordered and, if feasible, the maximum limit of the contractor's obligation to deliver and the Government's obligation to order.	
6. Prepare, complete, and/or incorporate the provisions and clauses that are directly related to soliciting this type of contract.	

UNIT 19.5 SOLICITING FIXED PRICE CONTRACTS

(Blueprint 10.5 — 4/26/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Firm Fixed Price (FFP) Contracts

Duty Prepare provisions and/or clauses to solicit FFP offers.

Conditions Given a decision to solicit FFP offers.

Overall Standard(s) Provide notice that the Government contemplates award of an FFP contract.

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Fixed Price Contracts With Economic Price Adjustment (FP-EPA)

Duty Prepare provisions and/or clauses to solicit FP-EPA offers.

Conditions Given acquisition histories, market data, the purchase request, and the decision to solicit FP-EPA offers.

Overall Standard(s) Provide notice that the Government contemplates award of an FP-EPA contract and the contemplated basis and procedure for adjusting the price.

Evaluator Name _____

Title _____

Date _____

Certification for Part C: Fixed Price Incentive (FPI) Contracts

Duty	Prepare provisions and/or clauses to solicit FPI offers.
Conditions	Given acquisition histories, market data, the purchase request, and the decision to solicit FPI offers.
Overall Standard(s)	Provide notice that the Government contemplates award of an FPI contract and the contemplated basis and procedure for adjusting the price.

Evaluator Name _____

Title _____

Date _____

Certification for Part D: Fixed Price Award Fee (FP-AF) Contracts

Duty	Prepare provisions and/or clauses to solicit FP-AF offers.
Conditions	Given acquisition histories, market data, the purchase request, and the decision to solicit FP-AF offers.
Overall Standard(s)	Provide notice that the Government contemplates award of an FP-AF contract and the contemplated basis and procedure for determining the fee.

Evaluator Name _____

Title _____

Date _____

Certification for Part E: Fixed Price With Prospective or Retroactive Redetermination (FPR) Contracts

Duty	Prepare provisions and/or clauses to solicit FPR offers.
Conditions	Given acquisition histories, market data, the purchase request, and the decision to solicit FPR offers.
Overall Standard(s)	Provide notice that the Government contemplates award of an FPR contract and the contemplated type (prospective or retroactive), periods, and procedure for redetermining the price.

Evaluator Name _____

Title _____

Date _____

Certification for Part F: Firm Fixed Price—Level of Effort (FP-LE) Contracts

Duty	Prepare provisions and/or clauses to solicit FP-LE offers.
Conditions	Given the decision to solicit FP-LE offers.
Overall Standard(s)	Provide notice that the Government contemplates award of an FP-LE contract.

Evaluator Name _____

Title _____

Date _____

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 19.5 SOLICITING FIXED PRICE CONTRACTS

Policies

FAR	*Agency Suppl.*	*Subject*
16.2		Fixed-price contracts.
16.4		Incentive contracts.
17.2		Options.
52.216-1 through 6 52.216-16 through 17		Related provisions and clauses.

Other KSA's

Reserved.

Other Policies and References (Annotate As Necessary):

UNIT 19.5 SOLICITING FIXED PRICE CONTRACTS

Part A: Firm Fixed Price Contracts

Tasks	Related Standards
1. Select the related provision(s) and clause(s) for the solicitation (e.g., 52.216-1).	

UNIT 19.5 SOLICITING FIXED PRICE CONTRACTS

Part B: Fixed Price Contracts With Economic Price Adjustment

Tasks	Related Standards
1. Determine the basis for adjusting prices. • Established (i.e., catalog or market prices for standard supplies. • Actual costs of labor or material. • Cost indices of labor or material.	B1. Base the adjustment on established (i.e., catalog or market prices) when procuring standard supplies . Also base the adjustment on established prices for for semi-standard supplies if prices for such supplies can be reasonable related to the prices of nearly equivalent standard supplies. Verify the catalog or market prices (per Unit 37). Base the adjustment on actual costs of labor or material when (1) no major element of design engineering or developmental work is involved and (2) one or more identifiable labor or material cost factors are subject to change. Base adjustments on indices when (1) the contract involves an extended period of performance with significant costs to be incurred beyond one year after the commencement of performance, (2) the contract amount subject to adjustment is substantial, and (3) the economic variables for labor and materials are too unstable to permit a reasonable division of risk between the Government and the contractor without such a clause.
2. If prices are to be adjusted based on established prices, select the matching contract clause for the solicitation.	
3. If prices are to be adjusted on actual costs of labor or material, prepare the related terms and conditions for incorporation in the solicitation. • The matching contract clause. • Types of labor and materials subject to adjustment. • Labor rates and unit prices that may be increased or decreased. • Quantities of the specified labor and materials allocable to each unit to be delivered under the contract.	

UNIT 19.5 SOLICITING FIXED PRICE CONTRACTS

Part B: Fixed Price Contracts With Economic Price Adjustment

Tasks	Related Standards
4. If prices are to be adjusted by indices, prepare the related terms and conditions for incorporation in the solicitation. • The matching contract clause (Note: there is no FAR clause for this type of contract). • Estimated rate of labor and/or material usage as a percentage of the total contract price (based on techniques and data from Units 5 and 40). • Index (or indices), base period(s), and times/events for adjustment.	B4. Usage rates should accurately reflect market data on the average expenditure profile of the industry. Usage rates should exclude categories of labor and materials that are not likely to affected by fluctuations in the economy. Generally use only one rate for labor costs (direct and indirect) and one for material costs (direct and indirect). Select the index or indices that best reflected fluctuations in labor and material prices for the industry.

UNIT 19.5 SOLICITING FIXED PRICE CONTRACTS

Part C: Fixed Price Incentive

Tasks	Related Standards
1. Determine whether to use a Firm Target or Successive Targets.	
2. Determine which indicators of performance to employ (e.g., cost, delivery, etc.).	
3. Select the related provision(s) and clause(s) for the solicitation (including intent to award an incentive contract).	
4. Complete the provisions and clauses, identifying the proposed indicator or indicators (i.e., cost and/or performance) for adjusting price. For Successive Targets, also disclose the proposed production point at which the firm target cost and profit would be negotiated.	C4. Do not disclose the Government's negotiation position on target cost, target profit, price ceiling, or the profit adjustment formula.

UNIT 19.5 SOLICITING FIXED PRICE CONTRACTS

Part D: Fixed Price Award Fee

Tasks	Related Standards
1. Determine which indicators of performance to employ.	
2. Select the related solicitation provision(s) and clause(s) (including intent to award an award fee contract).	
3. Complete the related provisions and clauses for the RFP. Identify: • The contemplated performance standards for adjusting fee. • The percentage of the price that, at maximum, will constitute the award fee.	D3. Expressly exclude from the operation of the Disputes clause any disagreement by the contractor concerning the amount of the award fee.

UNIT 19.5 SOLICITING FIXED PRICE CONTRACTS

Part E: Fixed Price With Prospective or Retroactive Redetermination

Tasks	Related Standards
1. Select the related solicitation provision(s) and clause(s) (including intent to award a redeterminable contract).	
2. Complete the provisions/clauses for prospective redeterminables. Identify: • The initial period and proposed subsequent periods (at least twelve months apart) for redetermination. • When the contractor must submit a proposal and related data for the redeterminations.	
3. Complete the provisions/clauses for retroactive redeterminables. Identify: • When the redetermination would take place. • When the contractor must submit a proposal and related data for the redetermination.	

Tasks	Related Standards
1. Select and prepare the related solicitation provision(s) and clause(s).	

UNIT 19.6 SOLICITING COST TYPE CONTRACTS

(Blueprint 10.6 — 3/18/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Cost Plus Fixed Fee Contracts

Duty Prepare provisions and/or clauses to solicit CPFF offers.

Conditions Given a decision to solicit CPFF offers.

Overall Standard(s) Provide notice that the Government contemplates award of an CPFF contract.

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Cost Plus Incentive Fee (CPIF) Contracts

Duty Prepare provisions and/or clauses to solicit CPIF offers.

Conditions Given acquisition histories, market data, the purchase request, and the decision to solicit CPIF offers.

Overall Standard(s) Provide notice that the Government contemplates award of an CPIF contract and the contemplated basis and procedure for adjusting the fee.

Evaluator Name _____

Title _____

Date _____

Certification for Part C: Cost Plus Award Fee (CPAF) Contracts

Duty	Prepare provisions and/or clauses to solicit CPAF offers.
Conditions	Given acquisition histories, market data, the purchase request, and the decision to solicit CPAF offers.
Overall Standard(s)	Provide notice that the Government contemplates award of an CPAF contract and the contemplated basis and procedure for determining the fee.

Evaluator Name _____

Title _____

Date _____

Certification for Part D: Cost—No Fee/Cost Sharing Contracts

Duty	Prepare provisions and/or clauses to solicit no-fee or cost sharing offers.
Conditions	Given acquisition histories, market data, the purchase request, and the decision to solicit on a no-fee or cost sharing basis.
Overall Standard(s)	Provide notice that the Government contemplates award of a Cost—No Fee or a Cost Sharing contract.

Evaluator Name _____

Title _____

Date _____

UNIT 19.6 SOLICITING COST TYPE CONTRACTS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 19.6 SOLICITING COST TYPE CONTRACTS

Policies

FAR	*Agency Suppl.*	*Subject*
16.3		Cost-reimbursement contracts.
16.4		Incentive contracts.
17.2		Options.
52.216-7 and 8; 52.216-10 through 12		Related provisions and clauses.

Other KSA's

Reserved.

Other Policies and References (Annotate As Necessary):

UNIT 19.6 SOLICITING COST TYPE CONTRACTS

Part A: Cost Plus Fixed Fee Contracts

Tasks	Related Standards
1. Determine whether to use a completion or term form.	
2. Select the related provision(s) and clause(s) for the solicitation (including a statement of intent to award a fixed fee contract).	

UNIT 19.6 SOLICITING COST TYPE CONTRACTS

Part B: Cost Plus Incentive Fee Contracts

Tasks	Related Standards
1. Determine which indicators of performance to employ (e.g., cost, delivery, etc.).	B1. Apply incentives only to critical aspects of performance (i.e., cost control).
2. Select the related provision(s) and clause(s) for the solicitation (including statement of intent to award an incentive fee contract).	
3. Complete the selected provisions and clauses, identifying the proposed indicator or indicators (i.e., cost and/or performance) for adjusting the fee.	B3. Do not disclose the Government's negotiation position on target cost, target fee, or the fee adjustment formula.

UNIT 19.6 SOLICITING COST TYPE CONTRACTS

Part C: Cost Plus Award Fee Contracts

Tasks	Related Standards
1. Determine which indicators of performance to employ.	
2. Select the related provision(s) and clause(s) for the solicitation (including statement of intent to award an award fee contract).	
3. Complete the selected provisions and clauses. Identify: • The proposed performance standards for adjusting fee. • The maximum percentage of the fee that will constitute the award fee.	C3. The award fee clause must be (a) compatible with the clause at 52.216-7 and (b) expressly exclude from the operation of the Disputes clause any disagreement by the contractor concerning the amount of the award fee.

UNIT 19.6 SOLICITING COST TYPE CONTRACTS

Part D: Cost—No Fee/Cost Sharing Contracts

Tasks	Related Standards
1. Select the related solicitation provision(s) and clause(s).	

Tasks	Related Standards

UNIT 20 LETTER CONTRACTS

(Blueprint 28 — 3/18/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Prepare and definitize a letter contract.
Conditions	Given the purchase request and market data.
Overall Standard(s)	Use letter contracts only when the Government needs immediate performance and time doesn't permit negotiation of definitive contract. The Government's commitment does not exceed available funds or 50% of the total estimated cost of a definitive contract without advance approval by the official that authorized the letter contract. The letter contract is definitized within 180 days or completion of 40% of the performance period.

Evaluator

_____
Name

_____
Title

_____
Date

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 20 LETTER CONTRACTS

Policies

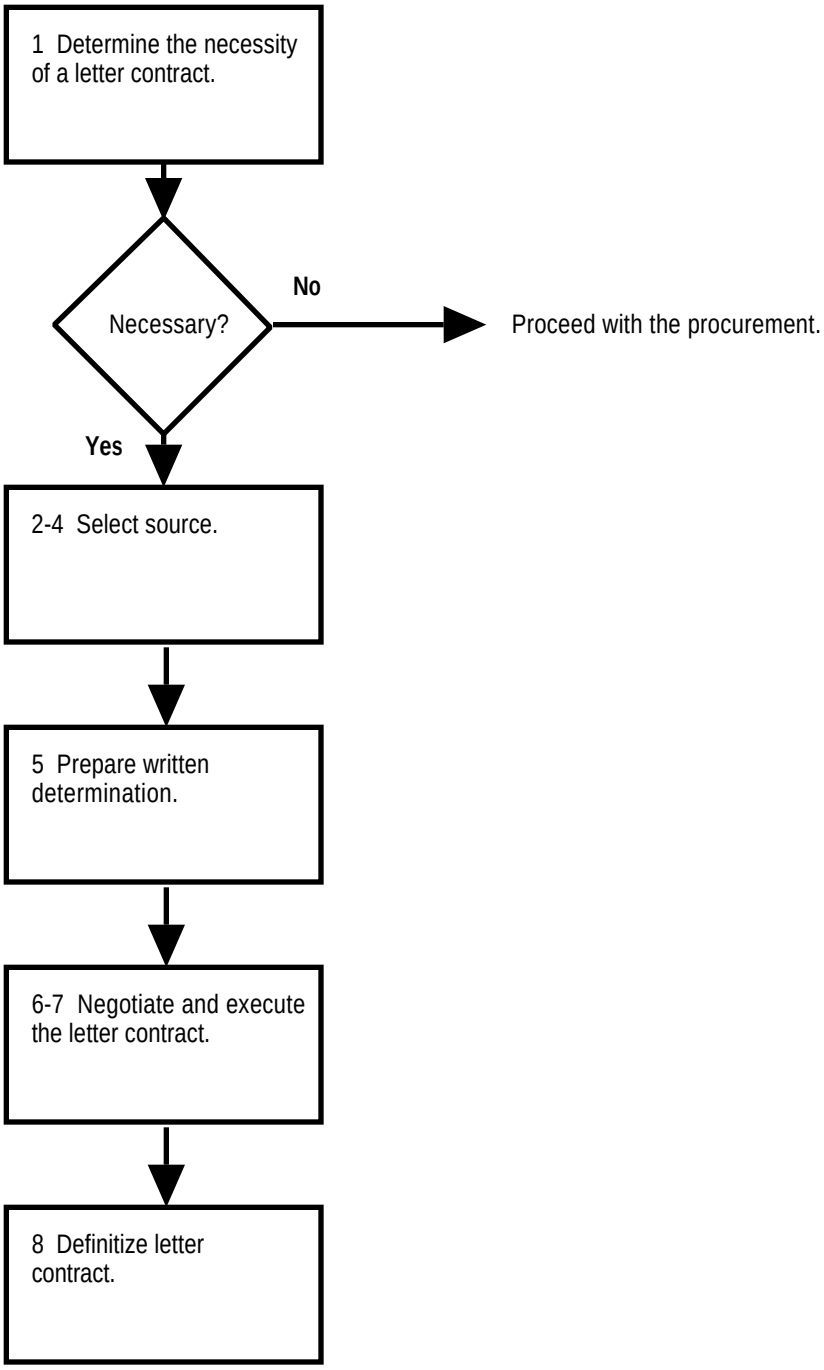
FAR	*Agency Suppl.*	*Subject*
16.603		Letter contracts.
52.216-23 through 26		Related clauses.

Other KSA's

Reserved.

Other Policies and References (Annotate As Necessary):

LETTER CONTRACTS



UNIT 20 LETTER CONTRACTS

Tasks	Related Standards
1. Determine necessity for letter contract. • Estimate leadtime required to negotiate a definitive contract. • Determine latest possible start time for work to be performed.	1. Use only when Government needs immediate performance and time doesn't permit negotiation of definitive contract.
2. Estimate price (see Units 5 and 37).	
3. Identify sources (per Units 5 and 9) and conduct oral solicitations.	
4. Select source (see Unit 49).	
5. Prepare a written determination and obtain approval of the head of the contracting activity or designee. • Include waiver of 50% funds limit, if needed. • Use blanket waiver, if such exists and is applicable.	
6. Negotiate and execute letter contract which includes the following clauses completed as required: • Specifications (per Units 6 and 7). • Contract Definitization (FAR 52.216.25) or Alternate 1 for price competitive situation. • Limitation of Government Liability (FAR 52.216-24). • Execution and Commencement of Work (FAR 52.216.23) (Unless awarded on SF 26). • Payments of Allowable Costs Before Definitization (FAR 52.216.26) where a definitized cost reimbursement contract is contemplated (except R&A of ships). • Any clauses required by FAR for the type of definitive contract contemplated. • Other terms and conditions.	6. Include all clauses required by FAR 16.603 and all mandatory clauses for type of definitive contract contemplated. Commitment may not exceed funds available nor 50% of the estimated cost of the definitive contract.

Tasks	Related Standards
7. In extreme cases only, authorize an additional period beyond that provided in FAR 52.216-25 for definitization.	
8. Definitize Letter Contract. • Receipt and analysis of contractor's proposal or cost/pricing data (Per Units 35-41). • Negotiate price and other business terms and conditions (Per Units 43-45). • Execute definitive contract, or • With approval of HCA in cases where a price or fee cannot be negotiated, determine reasonable price or fee, subject to appeal.	8. Meet the schedule for definitization (180 days or 40% of work performed which ever occurs first). Sign no agreement that does not contain a fair and reasonable price.

UNIT 21 CONTRACT FINANCING

(Blueprint 11 — 3/18/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Providing for Financing in the Solicitation

Duty Determine whether to provide for Government financing in the solicitation and, where necessary, the method of financing.

Conditions Given the purchase request and market data.

Overall Standard(s) Decisions on financing should best meet the legitimate needs of contractors while minimizing the Government's monetary risk and ensuring satisfactory contract completion. Other than for loan guarantees, only finance working capital, not the expansion of contractor-owned facilities or the acquisition of fixed assets.

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Evaluating Offers Contingent Upon Financing

Duty Determine the need for contractor financing and, where necessary, the method of financing.

Conditions Given a contractor's request for financial assistance submitted with the offer or during performance of the contract.

Overall Standard(s) Select multiyear, option, or indefinite delivery clauses and/or provisions for the solicitation when such clauses and/or provisions would lower the expected cost to the Government of meeting additional requirements.

Evaluator Name _____

Title _____

Date _____

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 21 CONTRACT FINANCING

Policies

FAR	*Agency Suppl.*	*Subject*
32.102		Description of contract financing methods.
32.104		Providing contract financing.
32.105		Uses of contract financing.
32.106		Order of preference.
32.107		Need for contract financing not to be used as a responsibility or evaluation factor.
32.108		Financial consultation.
32.110		Contract performance in foreign countries.
32.111		Contract clauses.
32.3		Loan guarantees for defense production.
32.4		Advance payments.
32.500 through 502		Progress payments based on costs.
32.504		Progress payments to subcontractors.
52.232-12 through 232-16		Related clauses.

Other KSA's

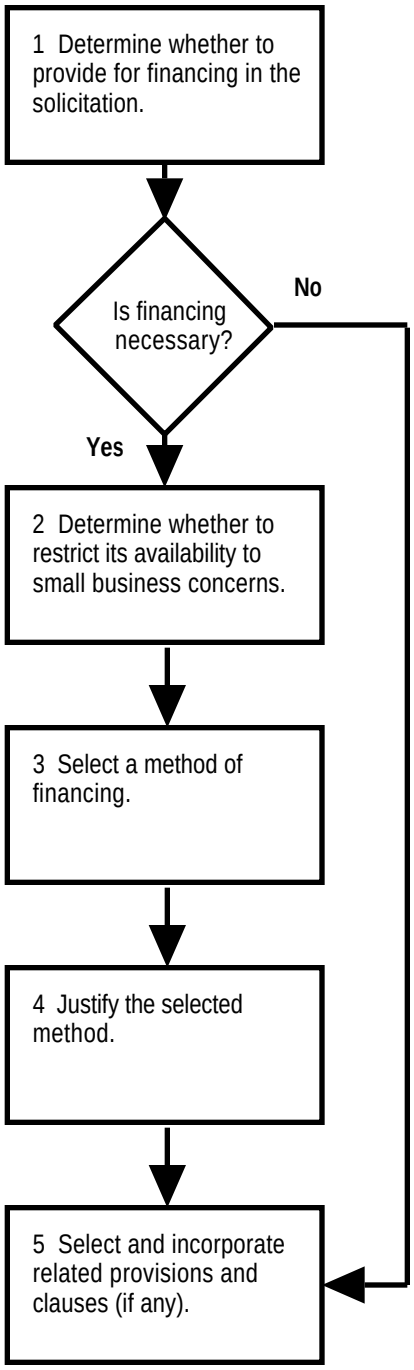
1. Basic knowledge of corporate financial management.

2. Criteria for determining whether a contractor has a valid need for financial assistance.

3. Skill in identifying independent sources of information and advice on the financial situation of contractors; ability to obtain information and advice to validate the contractor's alleged cash flow difficulties.

Other Policies and References (Annotate As Necessary):

Providing for Financing in the Solicitation

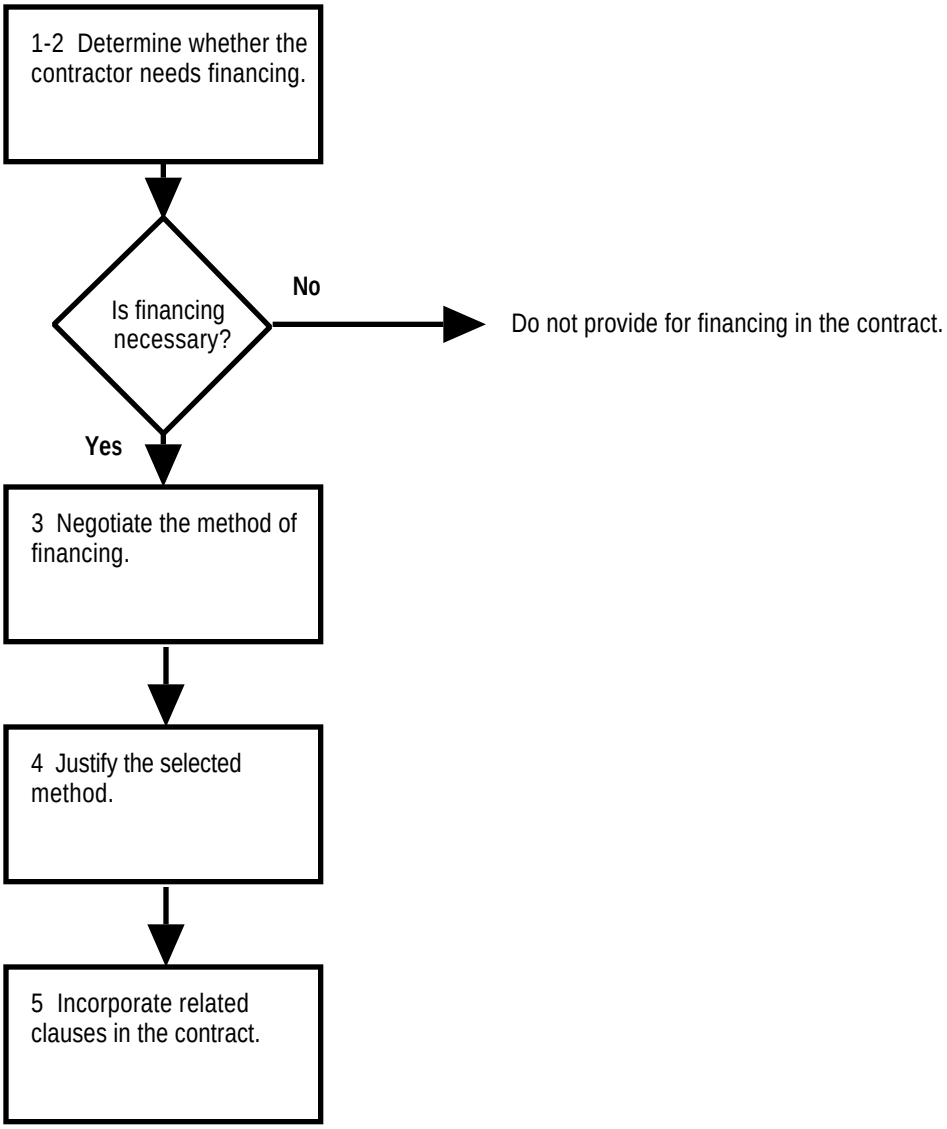


UNIT 21 CONTRACT FINANCING

Part A: Providing for Financing in the Solicitation

Tasks	Related Standards
1. Determine whether to provide for Government financing in the initial solicitation. Note: This determination is generally conducted only for : • Any contract expected to exceed $1 million. • A contract expected to exceed $100,000 when small business are likely to compete. • A contract likely to be awarded to a contractor who is also performing a number of other contracts expected to exceed $1 million.	A1. Unless a customary commercial practice, do not include financing provisions and clauses when contracting for "quick turnover" items (e.g., standard commercial items such as subsistence, clothing, and medical supplies). Include financing provisions and clauses when (a) contractors could not otherwise be reasonably expected to perform or (b) when otherwise responsible firms would be unable to compete. For example, include financing provisions and clauses when: • Contractors would not be able to bill for the first delivery of products, or other performance milestones, for a substantial time —normally 6 months or more (4 months for small business concerns)—after work begins and expenditures for contract performance during the predelivery period would have a significant impact on the contractor's working capital. • Otherwise responsible firms in the market are likely to have an actual financial need or not be able to obtain private financing for the work.
2. Determine whether to restrict the availability of financing to small business concerns.	A2. Generally restrict the availability of financing when the contract is expected to be less than $1 million.
3. Select the method of financing to incorporate in the IFB or RFP: • Progress payments. • Loan guarantees. • Advance payments. • Other.	A3. Properly apply criteria in the FAR 32.106, 32.402-403, and 32.502 in selecting the most appropriate financing method.
4. Document the justification for authorizing contractor financing (a D&F for advance payments).	A4. Correctly prepare memorandum or D&F as required (FAR Part 32).
5. Select clauses and provisions for the solicitation (if any).	

Evaluating Offers Contingent Upon Financing



UNIT 21 CONTRACT FINANCING

Part B: Evaluating Offers Contingent Upon Financing

Tasks	Related Standards
1. Given a proposal that is contingent upon Government-provided financing, determine whether the contractor needs financing. • Review data included with the request. • Identify and obtain independent information on the contractor's financial status (i.e., auditors, SBA, and others). • Request additional information from the contractor to support or verify the need.	B1. Provide financing only to firms which are otherwise responsible but have a valid need for financial assistance.
2. Determine whether the contractor is otherwise responsible (per Unit 47). Especially: • Verify that the contractor has production capability. • Verify that the contractor's past performance was satisfactory.	B2. If the contractor is otherwise responsible, do not treat the contractor's need for financing as a handicap for contract award (i.e., as a factor in determining responsibility or an evaluation criterion).
3. Negotiate an agreement on the method of financing: • Advance payments. • Progress payments. • Loan guarantees. • Other.	B3. Accurately explain the pros and cons of each method of financing vis-a-vis the contractor's situation. Properly apply criteria in the FAR 32.106, 32.402-403, and 32.502 in selecting the most appropriate financing method.
4. Document in a memorandum for the file the justification for authorizing contractor financing (a D&F for advance payments).	B4. Correctly prepare memorandum or D&F as required (FAR Part 32).
5. Add appropriate contract clauses and language to award or through contract modification.	

Tasks	Related Standards

UNIT 22 USE OF GOVERNMENT PROPERTY AND SUPPLY SOURCES

(Blueprint 48.1 — 3/18/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Government Furnished Property

Duty Determine whether to furnish Government property (GFP).[1]

Conditions Given a purchase request that offers Government property for use by the contractor or, after an RFP is issued, supplier requests or proposals to use Government furnished property.

Overall Standard(s) Furnish GFP to contractors when the property is necessary for timely contract performance and:

- The Government is the only source, or
- The total cost to the Government of furnishing property would be less than the cost of having the contractor furnish such property.

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Government Sources Of Supply

Duty Determine whether to authorize contractors to use Government supply sources.

Conditions Given the availability of Government sources of supply.

Overall Standard(s) Correctly determine whether the use of Government supply sources can be authorized. Authorize use when the supplies are necessary for timely contract performance and:

- Government is the only source, or
- The total cost to the Government would be less than the cost of having the contractor use other sources.

Evaluator Name _____

Title _____

Date _____

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[1]Other than facilities, motor vehicles, special tooling, or special test equipment. For the policies that apply to these types of property, see FAR 45.302, 45.304, 45.306, and 45.307, respectively.

UNIT 22 USE OF GOVERNMENT PROPERTY AND SUPPLY SOURCES

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 22 USE OF GOVERNMENT PROPERTY AND SUPPLY SOURCES

Policies

FAR	*Agency Suppl.*	*Subject*
35.014		R&D property.
45.101 and 45.302		Definitions.
45.102		Basic criteria for furnishing property.
45.303		Government furnished material.
45.310		Agency-peculiar property.
51.1		Government supply sources.
52.245-1		Terms and conditions for GFP. Also 52.245-2, 52.245-4, and 52.245-5.
52.251-1		Government supply sources.

Other KSA's

1. Knowledge of business finance.

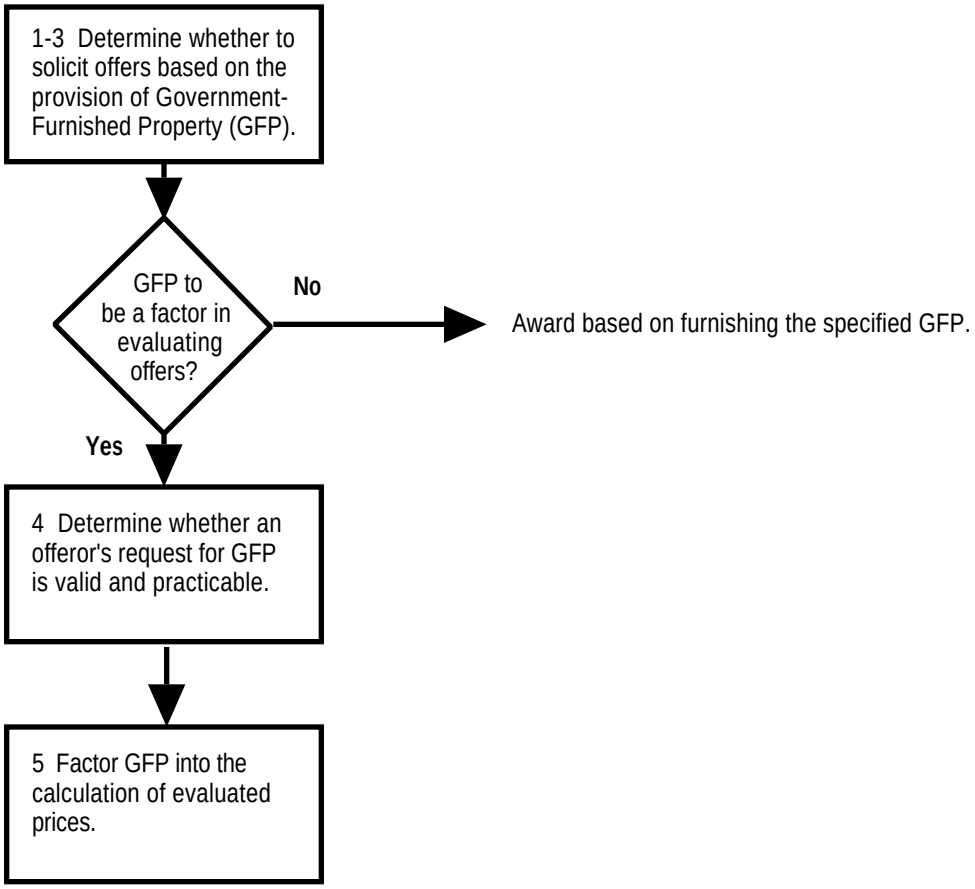
2. Knowledge of FAR requirements for the special types of property (e.g., Facilities —45.302, Motor Vehicles—45.304, Special Tooling—45.306, Special Test Equipment—45.307, and Government production and research property—35.104, 45.308, and 45.309).

3. Knowledge of potential liabilities incurred by the Government for GFP, such as:
   - Excusable delay.
   - Disruptions and production inefficiencies due to late GFP.
   - Repair of defective GFP.
   - Late availability of design information.
   - Insufficient stocks of spare parts.

4. Knowledge of opportunity costs and methods for estimating such costs.

Other Policies and References (Annotate As Necessary):

Government Furnished Property



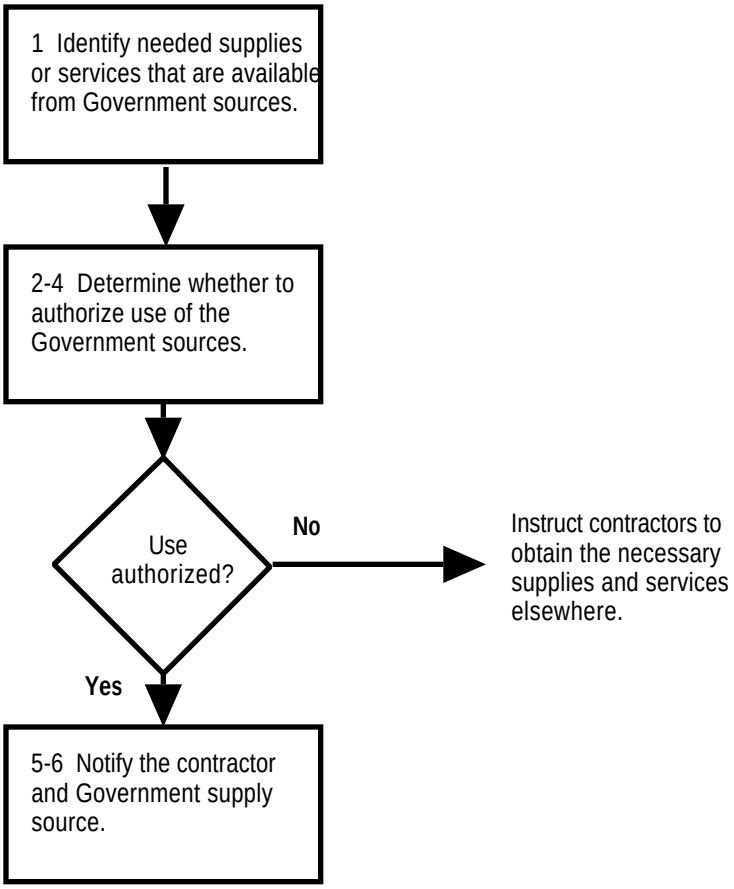
UNIT 22 USE OF GOVERNMENT PROPERTY AND SUPPLY SOURCES

Part A: Government Furnished Property

Tasks	Related Standards
1. Identify Government property that might be furnished to contractors. Based on: • Recommendations from requiring activities. • Review of acquisition histories (per Unit 5). • Supplier requests.	A1 & 2. Only furnish GFP when the economic benefits outweigh the costs or when the contractor would not otherwise be able to meet critical deadlines. In calculating total cost to the Government of GFP vs. CFP, correctly incorporates all relevant factors, including (but not limited to): • Government liability for performance with GFP. • Cost of administering GFP provisions of the contract (e.g., reporting and recordkeeping). • Cost of logistics support for GFP (e.g, preparation, transportation, installation, maintenance, storage; spares). • Cost of retrofitting or modifying the GFP. • Opportunity costs of GFP (i.e., how would the Government otherwise use the property?). • Potential impact on the total contract price if the availability of GFP would attract more competitors for the contract. • Reduction in direct costs, indirect costs, and fee with GFP. • Economic benefits of standardization through GFP.
2. Determine whether to furnish property. Criteria: • Extent of competition for award (i.e., full and open or other than full and open). • Potential impact on competition for the procurement. • Available sources of the property other than Government. • Net difference in the total cost to the Government with and without GFP. • Impact on schedule with GFP.	
3. Provide for Government furnished property in the solicitation. • Specify the property. • Identify required terms and conditions for the solicitation. • Include any special instructions for security, liability, maintenance, and/or property control that are applicable to the property.	A3. Specify the property in sufficient detail (including requisition procedures) to enable offerors to evaluate it accurately.
4. Determine whether the individual offeror's requests for GFP are valid and practicable.[2]	
5. Determine the evaluated price (per Units 33, 37, and 40) of offers which are predicated upon GFP vs. those which are not.	A5. Adjust prices to reflect cost of furnishing property. Factor the cost of furnishing vs. not furnishing into the formulation of pricing objectives and overall strategy.

[2]Tasks 4 and 5 may be taught as part of Unit 41 "Evaluating Other Terms and Conditions."

Government Sources of Supply



UNIT 22 USE OF GOVERNMENT PROPERTY AND SUPPLY SOURCES

Part B: Government sources of supply

Tasks	Related Standards
1. Identify supplies or services needed for the contract that are available for Government sources. Examples: • The GSA FEDSTRIP program. • The DoD MILSTRIP program. • VA supply sources. • Bureau of Mines, Dept. of Interior, for Helium.	
2. Determine whether contractors may be authorized to use Government sources of supply. Contractors may be authorized when: • Working under a cost-reimbursement contract. • Working under other types of negotiated contracts if a substantial dollar portion of the contractor's contracts are cost reimbursement. • There is a need for security equipment when a fixed-price contract involves protection of classified information.	B3. Correctly document the decision to authorize use of the supply sources per FAR 51.102(a).
3. Determine whether it is in the Government's interest to authorize use of Government supply sources.	
4. Incorporate in the solicitation the clause at 52.251-1.	
5. Request, from the supplying agency, activity address codes or approvals for the contractor's use of the supply source.	B5. The request should conform to the requirements of FAR 52.102(d).
6. Provide written authorization to the contractor and, where appropriate, notify the GSA regional office or military activity.	B6. The authorization should conform to the requirements of FAR 52.102(e) and provide the contractor with the ordering information in FAR 52.103. Also direct contractors to make payment promptly upon receipt of billings.

UNIT 22 USE OF GOVERNMENT PROPERTY AND SUPPLY SOURCES

Part B: Government sources of supply

Tasks	Related Standards

UNIT 23 NEED FOR BONDS

(Blueprint 49A — 3/18/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Determine bonding requirements (if any) for the solicitation and contract.
Conditions	Given purchase requests, market data, and acquisition histories.
Overall Standard(s)	Obtain bonds for high risk markets. Reject bonds that are not acceptable.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 23 NEED FOR BONDS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 23 NEED FOR BONDS

Policies

FAR	*Agency Suppl.*	*Subject*
9.405(c)		No debarred sureties.
28.101		Bid guarantees.
28.103		Performance and payment bonds for other than construction contracts.
28.104		Annual performance bonds.
28.105		Other types of bonds.
28.106-1		Bonds and related bond forms.
28.2		Sureties.
52.228-1		Bid guarantee.
52.228-2		Additional bond security.

Other KSA's

1. Knowledge of corporate financial instruments.

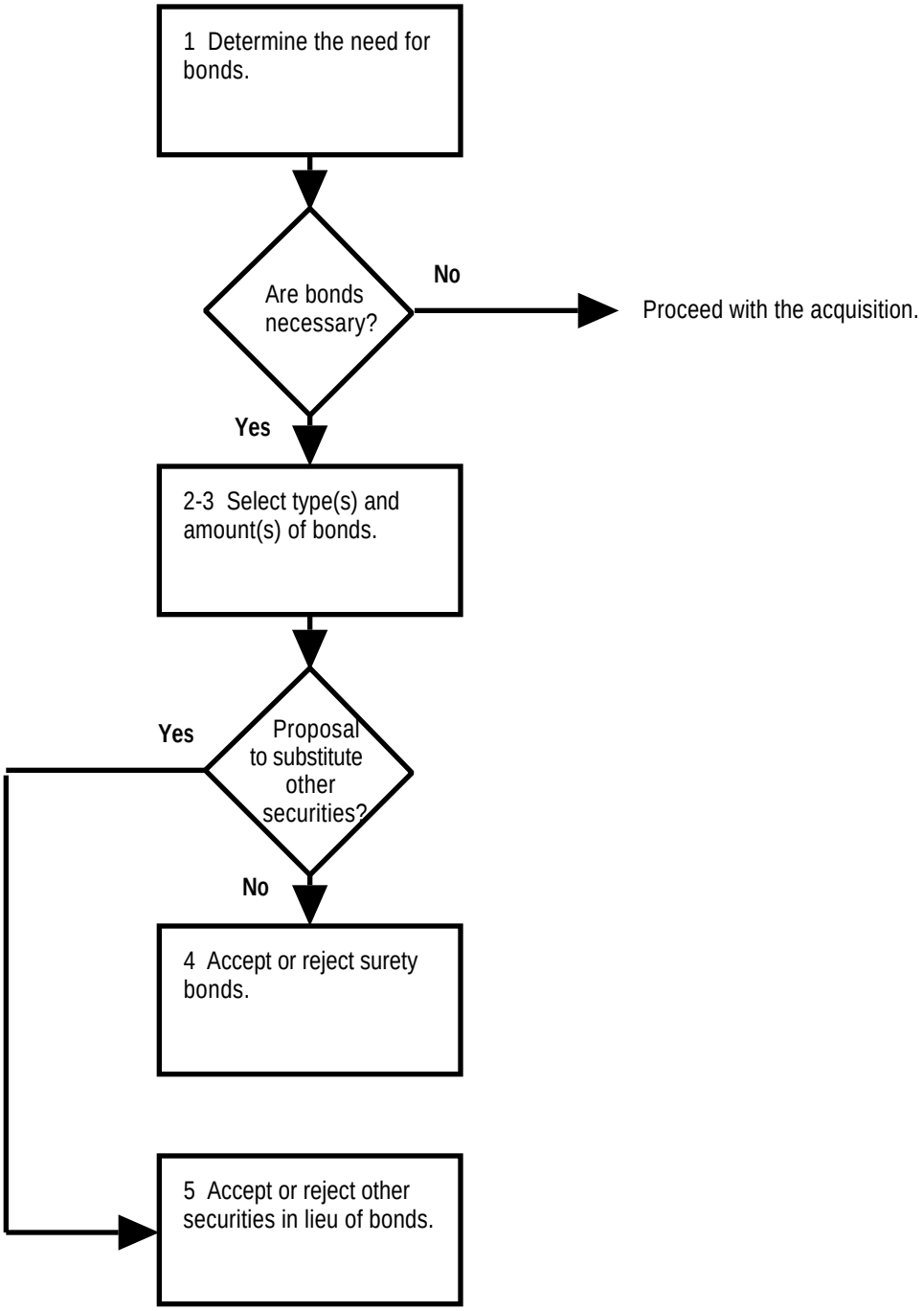
2. Knowledge of what constitutes a "high risk" market.

3. Knowledge of typical agency bonding clauses and types of bonds.

4. Knowledge of the Treasury Circular 570 “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies.

Other Policies and References (Annotate As Necessary):

NEED FOR BONDS



UNIT 23 NEED FOR BONDS

Tasks	Related Standards
1. Determine need for bonds in contracts other than for construction. Subtasks: • Identify and review relevant data from acquisition histories and the market (from Unit 5). • Identifying high risk markets (previous history of problems in contract completion and with recovery of reprocurement costs), especially when: - Government property or funds are to be provided to the contractor for use in performing the contract or as partial compensation. - A contractor sells assets to or merges with another concern, and the Government, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable. - Substantial progress payments are made before delivery of end items starts.	1. Correctly identify regulatory requirements for bonds. Obtain bonds for "high risk" markets where any additional price of obtaining bonds is offset by reduction of the Government's risk through screening out marginal offerors.
2. Select type(s) and amount(s) of bonds. • Performance Bond. • Annual Performance Bonds. • Payment Bond. • Bid Guarantee. • Advance Payment Bond. • Some combination of the above.	2. Bid Guarantees— In sealed bidding, require bid guarantees only when a performance bond (or a performance and payment bond) is required. The chief of the contracting office may waive any requirement for a bid guarantee. The bid guarantee amount should be at least 20% of the bid price up to, but not exceeding, $3 million. The actual amount required should be adequate to protect the Government from loss if the successful bidder fails to execute further contractual documents and bonds as required.[1]
3. Identify and complete appropriate terms and conditions—including the appropriate form(s)—for the solicitation.	

[1]FAC 84-51.

Tasks	Related Standards
4. Accept or reject surety bonds. Check the bond to determine whether: • It is properly signed and notarized. • It conforms with the solicitation's bonding requirements (e.g., value and name).	4. Only accept surety bonds that are complete and include a signature and affidavit certifying power of attorney from an approved surety. Only accept bonds from an individual surety if the surety furnishes with the bond a security interest in assets acceptable under FAR 28.203-2. Corporate Sureties must meet the tests of FAR 28.202, such as: • The surety must be on the Treasury's list of acceptable Sureties.[2] • The penal bond must not exceed the surety's underwriting limit as stated by Treasury (in terms of dollar amount and localities for which the Surety has been approved). However, the dollar amount that exceeds the specified limit can be coinsured or reinsured in amounts that do not exceed the underwriting limits of the coinsurers or reinsurers. Individual Sureties must meet the tests of FAR 28.203 (e.g., the unencumbered value of pledged assets must equal or exceed the amount of the bond.)[3] Reject any surety that has been debarred, suspended, or proposed for debarment. If no individual surety is acceptable, permit the offeror a reasonable time to find a substitute. If no acceptable substitute is found, reject the bid.[4]
5. Accept or reject other securities for one or more of the required bond(s). Examples: • U.S. bonds or notes. • Certified or cashiers checks, bank drafts, money orders, or currency.[5]	Accept other securities only as provided by FAR 28.204.

[2]But see FAR 28.202(b) for foreign countries.
[3]FAC 84-53.
[4]FAC 84-53.
[5]FAC 84-53.

UNIT 24 SOLICITATION PREPARATION

(Blueprint 12 — 3/18/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Preparing IFBs

Duty Select provisions and clauses for the Invitation For Bids (IFB) and assemble the IFB.

Conditions Given Purchase Requests, acquisition histories, data on the market, and presolicitation business decisions from Units 6 through 23.

Overall Standard(s) Final solicitation conforms to the Uniform Contract Format (where required). Incorporate all required clauses and solicitation provisions, given prior decisions on method of procurement, type of contract, nature of goods or services being procured, method of procurement, et. al. Select optional clauses or provisions and draft new clauses or provisions that represent a net benefit in terms of improving the probability of attaining the Government's minimum needs on-time and at a fair and reasonable price.

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Preparing RFPs

Duty Select provisions and clauses for the Request For Proposals (RFP) and assemble the RFP.

Conditions Same as Part A.

Overall Standard(s) Same as Part A.

Evaluator Name _____

Title _____

Date _____

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 24 SOLICITATION PREPARATION

Policies

FAR	*Agency Suppl.*	*Subject*
1.4		Deviations from FAR provisions and clauses.
5.203 19.202-4		Time requirements for opening and closing dates.
14.202 15.402(a) 15.402(c) thru 15.402(i)		General instructions on IFBs and RFPs.
14.213		Annual reps and certs.[1]
14.203-3 15.408(d)		Master solicitations.[2]
14.201 15.406 15.407 15.414		Uniform Contract Format, Simplified Contract Format, and related forms.[3]
35.007(d)		R&D solicitations
52.214-13		Telegraphic bids.
52.214-15 52.214-16 52.215-19		Acceptance periods for offers.
52.252-1 thru 52.252-6		Alterations, and deviations, and incorporation by reference.
52.3		Matrices.

For specific clauses and provisions, see Appendices I and II and related sections of Parts 1-51 that prescribe the use of the contract clauses or solicitation provisions in those appendices (e.g., 15.804-8). Examples include FAR subpart 12.2 (determining the applicability of a liquidated damages clause and instructions for completing the clause); 27.200, 201, 202-2, 203, 204, 206, 207, 303, 304-1(f), and 306 (applicability of patent-related clauses); 27.400 to 409 (applicability of clauses on rights in data and copyrights); and 46.701 to 710 (applicability of warranty clauses).

[1]FAC 84-53
[2]FAC 84-49
[3]FAC 84-53

UNIT 24 SOLICITATION PREPARATION

Other KSA's

1. Standard Forms 18 and 33; Optional Form 336.

2. Skill at using clear and concise language in developing the solicitation schedule and evaluation factors for award.

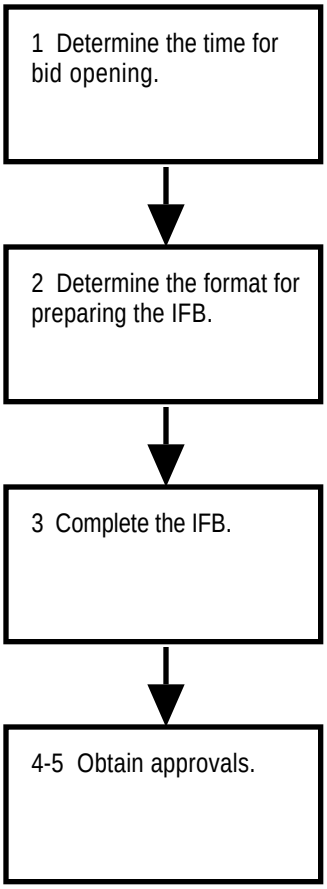
3. Skill at using FAR matrices.

4. Knowledge of the purpose and intent of the different required, required when applicable, and optional clauses, along with the benefits and disadvantages of each such clause and conditions for use.

5. Knowledge of the nature and classes of contracts (e.g., elements; competent parties; formation; intent to make a binding agreement; express and implied; valid and voidable; executed vs. executory; bilateral vs. unilateral), agreements (e.g., offers—requirements of, actions precedent to, expiration of, revocation of, acceptance of, confirmation of; contractual capacity; terms and conditions; modification of agreements), consideration (e.g., definition; effect of absence; promises as; present vs past; forbearance; adequacy; exceptions to requirement), legality (e.g., legality of purpose; good faith and fairness; unconscionable and oppressive contracts), and contract interpretation (e.g., parole evidence rule; rules of construction and interpretation; typical problems)—from Business Law.

Other Policies and References (Annotate As Necessary):

Preparing IFBs



UNIT 24 SOLICITATION PREPARATION

Part A: Preparing IFBs

Tasks	Related Standards
1. Establish opening dates and times. Basis: • Degree of urgency. • Complexity of the requirement. • Anticipated extent of subcontracting. • Whether use was made of presolicitation notices. • Geographic distribution of the bidders. • Normal mailing times for the IFB and bids.	A1. When a synopsis is required, allow at least 45 calendar days between publication of the synopsis in the CBD and the opening of bids (at least 15 days between the publication date and issuance of the IFB; at least 30 days between issuance of the IFB and bid opening). Also take into account the time between transmittal of the synopsis to the CBD and its publication in the CBD (up to 10 days following transmittal of a written notice) as provided in FAR 5.203. Correctly apply the factors to establish a bid opening date to allow the maximum amount of time practicable for the submission of bids.
2. Select the format for the solicitation. Choices: • Uniform Contract Format (UCF). • Simplified Contract Format (SCF).[4] • Other.	A2. Correctly list types of procurements for which the Uniform Contract Format is not required (e.g., construction, A&E, shipbuilding, subsistence, etc.). Consider using the SCF in lieu of the UCF only when soliciting offers for firm-fixed-price or fixed-price with economic price adjustment contracts.
2.1 Determine whether to use a master solicitation.[5]	A2.3 Reference the date of the current master and any changes thereto in the individual solicitation.
3. Complete the IFB using the UCF. Part I—The Schedule: A. Solicitation/contract form. SF33 or agency equivalent. B. Supplies or services and prices. OF 336 or agency equivalent. For each line item, record (from Units 3 and 6): • Item number. • National stock or part number (if any). • Name or short title. • Quantity. C. Description/specifications (from Units 3 and 6). D. Packaging and marking. Packaging, packing, preservation, and marking requirements, if any (from Units 3 and 6).	A3 Correctly identify, complete, and incorporate all required clauses and provisions that apply to the procurement, given decisions made in the procurement planning process (i.e., from Units 1-23). Correctly determine which must be referenced and which must appear in full text. Select optional clauses and draft new clauses that will improve the probability of attaining the Government's minimum needs on-time and at a fair and reasonable price. Delivery or performance schedules in F should be established as provided in FAR subpart 12.1.

[4]FAC 84-53
[5]FAC 84-49

Tasks	Related Standards
E. Inspection and acceptance. Inspection, acceptance, quality assurance, and reliability requirements (from Units 3 and 6). (See Appendix I for FAR clauses to highlight in training.) F. Deliveries or performance. Time, place, and method of delivery or performance (from Units 3 and 6). (See Appendix I for FAR clauses to highlight in training.) G. Contract administration data. Any required accounting and appropriation data; any required contract administration information or instructions other than those on the solicitation form (from Units 3 and 6). H. Special contract requirements (from Units 3 and 6). • For unique and significant features. • Use to highlight a few exceptional requirements.	
Part II—Contract Clauses I. Contract clauses (from Units 3-23). (See Appendix I for FAR clauses to highlight in training.) • Required FAR clauses. • FAR clauses that are required when applicable for the supplies or services being acquired, method of procurement, and /or type of contract. • Optional FAR clauses. • Agency required or optional clauses. • Special clauses drafted for the procurement.	
Part III—List of Documents, Exhibits, and Other Attachments J. List of documents, exhibits, and other attachments . (List title, date, and number of pages for each attachment.)	
Part IV—Representations and Instructions (from Units 3-23). K. Representations, certifications, and other statements of offerors. Include solicitation provisions that require representations, certifications, or the submission of other data by bidders. (See Appendix I for FAR provisions to highlight in training.)	If bidders annually submit representations and certifications, include the FAR clause at 52.214-29. Do not include in individual solicitations the full text of provisions that are contained in the annual representations and certifications.[6]

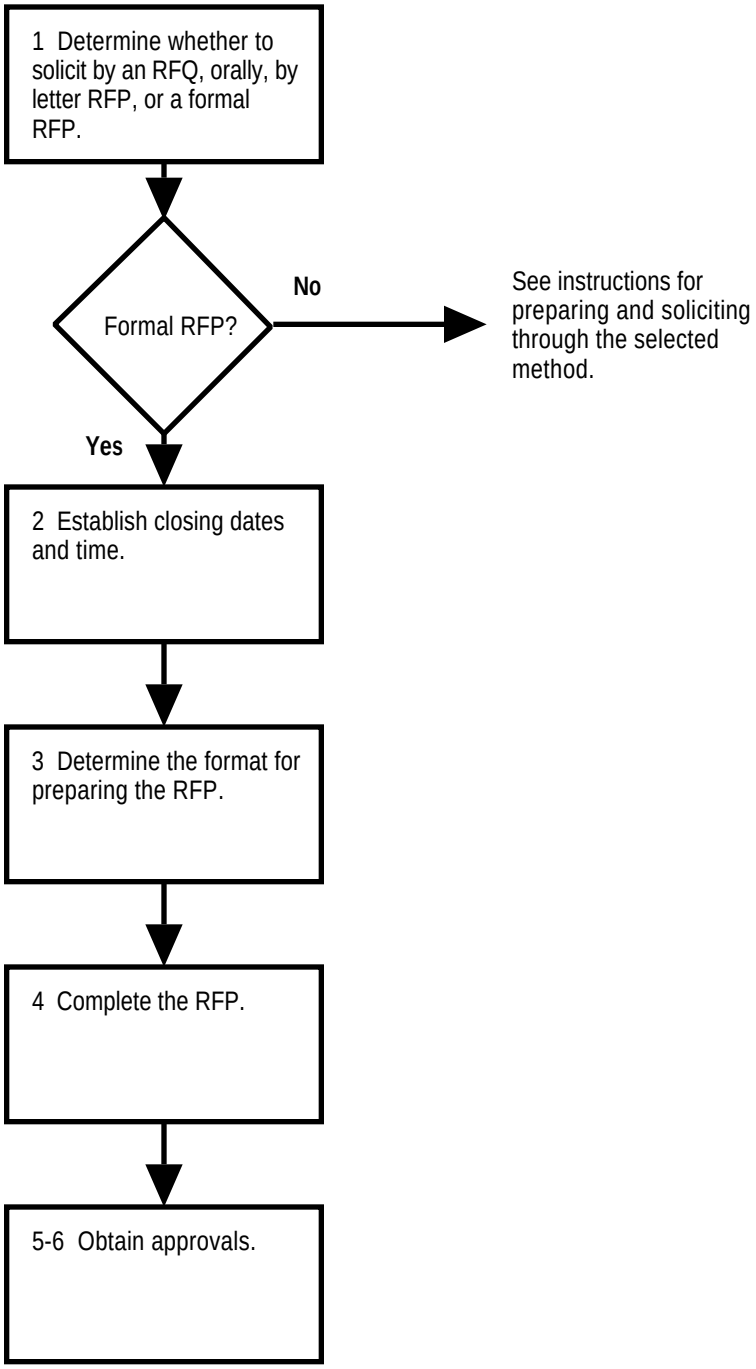
[6] FAC 84-53

Tasks	Related Standards
L. Instructions, conditions, and notices to offerors. (See Appendix I for FAR provisions to highlight in training.) Include: • Required FAR solicitation provisions. • FAR solicitation provisions that are required when applicable for the supplies or services being acquired, method of procurement, and/or type of contract. • Optional FAR solicitation provisions. • Agency required or optional solicitation provisions. • Special solicitation provisions drafted for the procurement. M. Evaluation factors for award. Identify price-related factors (from Unit 15). (See Appendix I for FAR provisions to highlight in training.)	Among the issues to cover in training employees to select provisions for section L: • Determine whether to establish a minimum bid acceptance period and the length of any such period. • Determine whether to authorize fascimile bids, telegraphic bids or mailgrams.[7]
3.1 When using the simplified contract format, complete the SF 1447.[8]	Include: (a) The Contract Schedule, with the following elements for each line item. • Contract line item number. • Description of supplies or services, or data sufficient to identify the requirement. • Quantity and unit of issue. • Space for the unit price and amount. • Packaging and marking requirements. • Inspection and acceptance, quality assurance, and reliability requirements. • Place of delivery, performance, and delivery dates, period of performance, and F.O.B. point. • Other item-peculiar information as necessary (e.g., individual fund citations.) (b) Clauses required by the FAR and any other clauses that are absolutely necessary to the acquisition. (c) List of documents and attachments, if any are necessary. (d) Representations and Instructions: • Provisions that require representations, certifications, and other data from offerors. • Instructions, conditions, and notices—including solicitation provisions required by FAR 14.201-6. • Evaluation factors for award.

[7]FAC 84-53
[8]FAC 84-53

Tasks	Related Standards
4. Obtain agency head approval for any deviations from FAR clauses or provisions.	
5. Obtain legal, requiring activity, technical or management concurrence.	

Preparing RFPs



UNIT 24 SOLICITATION PREPARATION

Part B: Preparing RFPs

Tasks	Related Standards
1. Determine whether to solicit by an RFQ, orally, by letter RFP, by reference to a master solicitation, or by a formal RFP.[9]	B1. Only solicit via an RFQ when the Government does not intend to award a contract on the basis of the solicitation but wishes to obtain market information for planning purposes. Only solicit orally when acquiring perishable subsistence or when a written solicitation would delay the acquisition to the detriment of the Government. Document the oral solicitation as prescribed in FAR 15.402(f). Only use a letter RFP when authorized to use less than full and open competition. Prepare letter contracts as prescribed in FAR 15.402(g). Do not solicit at all unless there is a definite intention to award a contract (unless issuing a solicitation for information or planning purposes, as described in Unit 7).
1.1 Determine whether to authorize facsimile proposals.[10]	Consider the factors at FAR 15.402(i).
2. Establish closing date and time. Basis: • Degree of urgency. • Complexity of the requirement. • Anticipated extent of subcontracting. • Whether use was made of presolicitation notices. • Geographic distribution of the offerors. • Normal mailing times for the RFP and offers.	B2. Correctly apply the factors to establish a closing date (including time requirements at FAR 5.203) to allow the maximum amount of time practicable for the submission of offers.
3. If preparing a formal RFP, determine the format. Choices: • Uniform Contract Format (UCF). • Simplified Contract Format (SCF).[11] • Other.	B3. Correctly list types of procurements for which the Uniform Contract Format is not required (e.g., construction, A&E, shipbuilding, subsistence, etc.). Consider using the SCF in lieu of the UCF only when soliciting offers for firm-fixed-price or fixed-price with economic price adjustment contracts.

[9]FAC 84-49 for reference to master solicitation.
[10]FAC 84-53
[11]FAC 84-53

Tasks	Related Standards
4. Complete the RFP using the UCF. Part I—The Schedule (from Units 3, 6, and 7): A. Solicitation/contract form. SF18, SF33, or agency equivalent. B. Supplies or services and prices. OF 336 or agency equivalent. For each line item, record: • Item number. • National stock or part number (if any). • Name or short title. • Quantity. C. Description/specifications (From Units 3, 6, and 7). D. Packaging and marking. Packaging, packing, preservation, and marking requirements, if any (from Units 3, 6, and 7). E. Inspection and acceptance. Inspection, acceptance, quality assurance, and reliability requirements (from Units 3, 6, and 7). (See Appendix II for FAR clauses to highlight in training.) F. Deliveries or performance. Time, place, and method of delivery or performance (from Units 3, 6, and 7). (See Appendix II for FAR clauses to highlight in training.) G. Contract administration data. Any required accounting and appropriation data; any required contract administration information or instructions other than those on the solicitation form (from Units 3, 6, and 7). H. Special contract requirements. • For unique and significant features. • Use to highlight a few exceptional requirements (from Units 3, 6, and 7).	B4. Correctly identify and complete all required FAR clauses and provisions that apply to the procurement, given decisions made in the procurement planning process (i.e., from Units 1-23). (For on-the-job training, also select all required agency clauses and provisions that apply to the procurement). Select optional clauses and draft new clauses that will improve the probability of attaining the Government's minimum needs on-time and at a fair and reasonable price. Correctly determine which clauses and provisions must be referenced and which must appear in full text. Delivery or performance schedules in F should be established as provided in FAR subpart 12.1. Do not normally specify delivery or performance schedules that may require overtime at Government expense.
Part II—Contract Clauses (from Units 3-23). I. Contract clauses. (See Appendix II for FAR clauses to highlight in training.) Include: • Required FAR clauses. • FAR clauses that are required when applicable for the supplies or services being acquired, method of procurement, and/or type of contract. • Optional FAR clauses. • Agency required or optional clauses. • Special clauses drafted for the procurement.	

Tasks	Related Standards
Part III—List of Documents, Exhibits, and Other Attachments J. List of documents, exhibits, and other attachments . (List title, date, and number of pages for each attachment.)	
Part IV—Representations and Instructions (from Units 3-23). K. Representations, certifications, and other statements of offerors. Include solicitation provisions that require representations, certifications, or the submission of other data by bidders. (See Appendix II for FAR provisions to highlight in training.) L. Instructions, conditions, and notices to offerors. (See Appendix II for FAR provisions to highlight in training.) Include: • Required FAR solicitation provisions. • FAR solicitation provisions that are required when applicable for the supplies or services being acquired, method of procurement, and/or type of contract. • Optional FAR solicitation provisions. • Agency required or optional solicitation provisions. • Special solicitation provisions drafted for the procurement. M. Evaluation factors for award. (See Appendix II for FAR provisions to highlight in training.) Identify selection factors (from Units 15 and 16).	B. (Part IV). Instruct prospective offerors to submit technical proposals in severable parts, with (at minimum) separation of technical and cost/pricing data, where this will improve the Government's efficiency in reviewing the proposals. If offerors annually submit representations and certifications, include the FAR clause at 52.215-35. Do not include in individual solicitations the full text of provisions that are contained in the annual representations and certifications.[12]

[12] FAC 84-53

Tasks	Related Standards
4.1 When using the simplified contract format, complete the SF 1447.[13]	B4.1 Include: (a) The Contract Schedule, with the following elements for each line item. • Contract line item number. • Description of supplies or services, or data sufficient to identify the requirement. • Quantity and unit of issue. • Space for the unit price and amount. • Packaging and marking requirements. • Inspection and acceptance, quality assurance, and reliability requirements. • Place of delivery, performance, and delivery dates, period of performance, and F.O.B. point. • Other item-peculiar information as necessary (e.g., individual fund citations.) (b) Clauses required by the FAR and any other clauses that are absolutely necessary to the acquisition. (c) List of documents and attachments, if any are necessary. (d) Representations and Instructions: • Provisions that require representations, certifications, and other data from offerors. • Instructions, conditions, and notices—including solicitation provisions required by FAR 14.201-6. • Evaluation factors for award.
5. Obtain agency head approval for any deviations from FAR clauses or provisions.	
6. Obtain legal, requiring activity, technical or management concurrence.	

[13]FAC 84-53

UNIT 24 SOLICITATION PREPARATION—APPENDIX I

FAR CLAUSES AND PROVISIONS FOR IFBs

The following are examples of general FAR clauses and provisions that are required or otherwise might be applicable in Sealed Bidding and Two-Step Sealed Bidding. No examples are provided of provisions and clauses that apply uniquely to specific commodities (e.g., vehicle leasing; utility services, facilities use, facilities acquisition, transportation and transportation related services, ADP, construction, A&E, and major systems). Likewise, no examples are provided of clauses and provisions that apply uniquely to (a) dismantling, demolition, or removal of improvements, (b) simplified purchasing, and (c) to DoD (e.g., 52-228-3), such as DoD priorities and allocations.

When training Part A of Unit 24, provide an overview of UCF Sections and, under each Section, all sub-titles in this Appendix. Note that subtitles represent a functional ordering of clauses, rather than a FAR-prescribed ordering. In addition, provide the following information about each clause and provision.

- A summary of its purpose and contents.
- Criteria for determining its applicability to the given procurement and, where the criteria entail factfinding or judgement on the part of the contracting officer, examples of contracts for which it is appropriate.
- Instructions for completing any portion of the clause or provision that has blanks for input by the contracting officer.

However, do not train the substance of the clause or provision or its implementation when training Unit 24. The substance of the clauses and provisions will be addressed when training other Units.

CLAUSES

SECTION E. INSPECTION AND ACCEPTANCE

Examples:

52.246-2	Inspection Of Supplies--Fixed Price.
52.246-4	Inspection Of Services--Fixed Price.

SECTION F. DELIVERIES OR PERFORMANCE

DELIVERY TERMS

Examples:

52.212-1 to 2	Time of Delivery/Desired and Required Time of Delivery.
52.212-4	Liquidated Damages—Supplies, Services, or Research and Development.
52.212-9	Variation In Quantity.
52.212-10	Delivery of Excess Quantities Of $100 Or Less.
52.212-15	Government Delay Of Work.

TRANSPORTATION TERMS

Examples:

52.247-29 to 44/55	F.o.b. Origin/F.o.b. Origin, Contractor's Facility /F.o.b. Origin, Freight Allowed/F.o.b. Origin, Freight Prepaid/F.o.b. Origin, with Differential/F.o.b. Destination/F.o.b. Destination, within Consignee's Premises /F.a.s. Vessel, Port of Shipment/F.o.b. Vessel, Port of Shipment/F.o.b. Inland Carrier, Point of Exportation/F.o.b. Inland Point, Country of Importation/Ex Dock, Pier, or Warehouse, Port of Importation/C.&f. Destination./C.i.f. Destination/F.o.b. Designated Air Carrier's Terminal, Point of Exportation/F.o.b. Designated Air Carrier's Terminal, Point of Importation./F.O.B. Point for Delivery of Government-Furnished Property.
52.247-48	F.o.b. Destination—Evidence of Shipment.
52.247-54	Diversion of Shipment under F.O.B. Destination Contracts.
52.247-57	Transportation Transit Privilege Credits.
52.247-58	Loading, Blocking, and Bracing of Freight Car Shipments.
52.247-59 to 61	F.O.B. Origin—Carload and Truckload Shipments/Guaranteed Maximum Shipping Weights and Dimensions/F.O.B. Origin—Minimum Size of Shipments
52.247-62	Specific Quantities Unknown.

UNIT 24 SOLICITATION PREPARATION—APPENDIX I

SECTION I. CONTRACT CLAUSES

CONTRACT EXECUTION AND INTERPRETATION

Examples:

52.202-1	Definitions.
52.204-1	Approval of Contract.
52.214-29	Order of Precedence—Sealed Bidding.
52.252-2	Clauses Incorporated By Reference.
52.252-4	Alterations In Contracts.
52.252-6	Authorized Deviations In Clauses.

IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST

Examples:

52.203-1	Officials Not to Benefit.
2.203-3	Gratuities.
52.203-5	Covenant Against Contingent Fees.
52.203-6	Restrictions on Subcontractor Sales to the Government.
52.203-7	Anti-Kickback Procedures.
52.203-9	Requirement for Certificate of Procurement Integrity—Modification[1]
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity[2]
52.203-12	Limitation on Payments to Influence Certain Federal Transactions[3]

BONDS AND INSURANCE REQUIREMENTS

Examples:

52.228-1-2	Bid Guarantee/Additional Bond Security
52.228-5	Insurance—Work on a Government Installation.

ADDITIONAL INSPECTION AND ACCEPTANCE RELATED REQUIREMENTS

52.210-5 & 7	New Material/Used or Reconditioned Material, Residual Inventory, and Former Government Surplus Property.
52.246-23	Limitation Of Liability (for damage to Government property (excluding the supplies delivered under this contract)
52.246-25	Limitation of Liability—Services.

TYPE OF CONTRACT

Examples:

52.216-18 to 22	Ordering/ Delivery-Order Limitations/Definite Quantity/Requirements/ Indefinite Quantity.
16.203-4(d)	Economic Price Adjustment.

OPTIONS

Examples:

52.217-6 to 9	Option For Increased Quantity/Option For Increased Quantity--Separately Priced Line Items/Option to Extend Services/Option to Extend the Term of the Contract.

AVAILABILITY OF FUNDS

Examples:

52.232-18	Availability of Funds.
52.232-19	Availability of Funds for the Next Fiscal Year

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[1]FAC 84-60
[2]FAC 84-60
[3]FAC 84-55

UNIT 24 SOLICITATION PREPARATION—APPENDIX I

SET ASIDES FOR SMALL BUSINESS, 8(a), AND LABOR SURPLUS AREA CONCERNS

Examples:

52.219-05 to 07	Notice of Total Small Business-Labor Surplus Area Set-Aside/Notice of
52.219-18	Total Small Business Set-Aside/Notice of Partial Small Business Set-Aside/Notification of
52.220-2	Competition Limited to Eligible 8(a) Concerns/Notice of Total Labor Surplus Area Set-Aside
52.220-1	Preference for Labor Surplus Area Concerns.

CONTRACTOR PURCHASING AND SUBCONTRACTING REQUIREMENTS

Examples:

52.208-1	Required Sources for Jewel Bearings and Related Items.
52.209-6	Protecting The Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.
52.219-8/13; 220-3	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns/Utilization of Women-Owned Small Businesses/Utilization of Labor Surplus Area Concerns.
52.219-14	Limitations on Subcontracting.
52.220-3	Utilization of Labor Surplus Area Concerns.
52.220-4	Labor Surplus Area Subcontracting Program.
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts.
52.225-13	Restrictions on Contracting with Sanctioned Persons.
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Interprises[4]
52.244-1	Subcontracts (Fixed-Price Contracts)
52.251-1	Government Supply Sources.

FOREIGN SOURCING

Examples:

52.225-3	Buy American Act--Supplies.
52.225-7	Balance of Payments Program.
52.225-9	Buy American Act—Trade Agreements Act—Balance of Payments Program.
52.225-11	Restrictions on Certain Foreign Purchases.
52.247-63 to 64	Preference for U.S. Flag Air Carriers/Preference for Privately Owned U.S. Flag Commercial Vessels.

LABOR MANAGEMENT REQUIREMENTS

Examples:

52.222-1	Notice to the Government of Labor Disputes
52.222-3	Convict Labor.
52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation.
52.222-18	Notification of Employee Rights Concerning Payment of Union Fees or Dues.[5]
52.222-20	Walsh-Healey Public Contracts Act.
52.222-26	Equal Opportunity
52.222-35& 37	Affirmative Action for Special Disabled and Vietnam Era Veterans/Employment Reports on Special Disabled Veterans and Veterans Era.
52.222-36	Affirmative Action for Handicapped Workers.
52.222-41	Service Contract Act of 1965, as Amended.
52.222-42	Statement of Equivalent Rates for Federal Hires.
52.222-43	Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts).
52.222-44	Fair Labor Standards Act and Service Contract Act—Price Adjustment.
52.222-47	SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA).

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[4]Updated in 2nd. edition.
[5]Updated in 2nd. edition.

52.222-48	Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain ADP, Scientific and Medical, and/or Office and Business Equipment—Contractor Certification.
52.222-49	Service Contract Act—Place of Performance Unknown.
52.223-6	Drug-Free Workplace

ENVIRONMENTAL PROTECTION AND OCCUPATIONAL SAFETY

Examples:

52.223-2	Clean Air and Water.
52.223-3	Hazardous Material Identification and Material Safety Data.
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.

PATENTS AND RIGHTS IN DATA

Examples:

52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.
52.227-3 & 227-5	Patent Indemnity/Waiver of Indemnity.
52.227-14	Rights in Data—General

PAYMENTS

Examples:

52.232-1 to 3	Payments.
52.232-8	Discounts For Prompt Payment.
52.232-9	Limitation on Withholding of Payments.
52.232-11	Extras.
52.232-23 to 4	Assignment of Claims/Prohibition of Assignment of Claims.
52.232-25	Prompt Payment.

TAXES AND DUTIES

Examples:

52.225-10	Duty-Free Entry.
52.229-1	State and Local Taxes.
52.229-3	Federal, State, and Local Taxes.
52.229-5	Taxes—Contracts Performed in U.S. Possessions or Puerto Rico
52.229-6	Taxes—Foreign Fixed-Price Contracts
52.229-7	Taxes—Fixed-Price Contracts with Foreign Governments

TRANSPORTATION

Examples:

52.242-10	F.o.b. Origin—Government Bills of Lading or Prepaid Postage.
52.242-11	F.o.b. Origin—Government Bills of Lading or Indicia Mail.
52.242-12	Report of Shipment.
52.247-1	Commercial Bill of Lading Notations.

GOVERNMENT FURNISHED PROPERTY

Example:

52.245-4	Government-Furnished Property (Short Form).

WARRANTIES

Example:

52.246-17	Warranty Of Supplies Of A Non-Complex Nature.

UNIT 24 SOLICITATION PREPARATION—APPENDIX I

MODIFICATIONS

Examples:

52.214-26	Audit--Sealed Bidding.
52.214-27	Price Reduction for Defective Cost or Pricing Data—Modifications—Sealed Bidding.
52.214-28	Subcontractor Cost or Pricing Data—Modifications—Sealed Bidding.
52.243-01	Changes--Fixed Price.

TERMINATION

Examples:

52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).
52.249-4	Termination for Convenience of the Government (Services) (Short Form).
52.249-8	Default (Fixed-Price Supply and Service).

PROTESTS, DISPUTES AND APPEALS

Examples:

52.233-1	Disputes.
52.233-03	Protest After Award.

OTHER

Examples:

52.204-2	Security Requirements.
52.224-1	Privacy Act Notification
52.224-2	Privacy Act
52.242-13	Bankruptcy.[6]

[6]FAC 90-4

UNIT 24 SOLICITATION PREPARATION—APPENDIX I

PROVISIONS

SECTION K. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

BID ACCEPTANCE PERIOD

52.214-16	Minimum Bid Acceptance Period.

DISCLOSURE OF BUSINESS PRACTICES

Examples:

52.203-2	Certificate of Independent Price Determination.
52.203-4	Contingent Fee Representation and Agreement.
52.203-8	Requirement for Certificate of Procurement Integrity.[7]
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions[8]

INFORMATION ABOUT THE FIRM

Examples:

52.204-3	Taxpayer Identification.
52.204-4	Contractor Establishment Code.[9]
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters.
52.214-2	Type of Business Organization—Sealed Bidding.
52.214-14	Place of Performance—Sealed Bidding Section K. (Unless the place of performance is specified by the Government)
52.214-30	Annual Representations and Certifications.[10]
52.219-1	Small Business Concern Representation.
52.219-2 to 3	Small Disadvantaged Business Concern Representation/Women-Owned Small Business Representation.
52.222-19	Walsh-Healey Public Contracts Act Representation.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATIONS

Examples:

52.222-21	Certification of Nonsegregated Facilities.
52.222-22	Previous Contracts and Compliance Reports.
52.222-25	Affirmative Action Compliance.

ENVIRONMENTAL CERTIFICATIONS

Examples:

52.223-1	Clean Air and Water Certification.
52.223-4	Recovered Material Certifications.

FOREIGN SOURCING CERTIFICATIONS

Examples:

52.225-1	Buy American Certificate.
52.225-6	Balance of Payments Program Certificate.
52.225-8	Buy American Act—Trade Agreements Act—Balance of Payments Program Certificate.
52.225-12	Notice of Restrictions on Contracting with Sanctioned Persons.

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[7]FAC 84-47
[8]FAC 84-55
[9]FAC 84-49
[10]FAC 84-53

UNIT 24 SOLICITATION PREPARATION—APPENDIX I

PATENT & ROYALTY NOTICES

Examples:

52.227-7	Patents—Notice Of Government Licensee.

ABILITY TO MEET QUALIFICATION REQUIREMENTS

52.209-1	Qualification Requirements
52.223-5	Certification Regarding a Drug-Free Workplace

OTHER REQUIRED DATA

Examples:

52.207-4	Economic Purchase Quantity--Supplies.
52.208-2	Jewel Bearings and Related Items Certificate.
52.247-53	Freight Classification Description.

SECTION L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

SOLICITATION DEFINITIONS AND INTERPRETATION

Examples:

52.214-1	Solicitation Definitions—Sealed Bidding. .
52.252-1	Provisions Incorporated By Reference.
52.252-3	Alterations In Solicitation.
52.252-5	Authorized Deviations In Provisions.

PREPARING BIDS

Examples:

52.210-6	Listing of Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property.
52.214-12	Preparation Of Bids.
52.214-17	Affiliated Bidders.
52.214-13	Telegraphic Bids.
52.214-31	Facsimile Bids.[11]
52.214-4	False Statements in Bids.
52.214-3	Amendments To Invitations For Bids.
52.214-20	Bid Samples.
52.214-21	Descriptive Literature.
52.210-6	Listing of Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property

[11] FAC 84-53

UNIT 24 SOLICITATION PREPARATION—APPENDIX I

ADDITIONAL INFORMATION ON THE PROCUREMENT

Examples:

52.207-1	Notice of Cost Comparison (Sealed Bidding)
52.210-1 to 4	Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions/Availability of Specifications Listed in the DOD Index of Specifications and Standards (DODISS)/Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions/ Availability for Examination of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions.
52.214-6	Explanation To Prospective Bidders.
52.219-22	SIC Code and Small Business Size Standard[12]
52.237-1	Site Visit.
52.247-46	Shipping Point(s) Used in Evaluation of F.o.b. Origin Offers.
52.247-45	F.o.b. Origin and/or F.o.b. Destination Evaluation.

SUBMITTING BIDS

Examples:

52.214-5	Submission Of Bids.
52.214-7	Late Submissions, Modifications, and Withdrawals Of Bids.
52.214-9	Failure To Submit Bid.
52.214-34	Submission of Offers in the English Language.[13]
52.214-35	Submission of Offers in U.S. Currency.[14]

CONTRACT AWARD

Examples:

52.214-15	Period for Acceptance of Bids.
52.214-10	Contract Award--Sealed Bidding.
52.222-24	Preaward On-Site Equal Opportunity Compliance Review.
52.233-02	Service Of Protest.

TWO STEP SEALED BIDDING

Examples:

52.214-23 & 25	Late Submissions, Modifications, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding/Step Two of Two-Step Sealed Bidding Section L. Also see 52.214-24 under Section M. (Issue: Should 2-Step Sealed Bidding be employed?).

SECTION M. EVALUATION FACTORS FOR AWARD

Examples:

52.214-22	Evaluation Of Bids For Multiple Awards.
52.214-24	Multiple Technical Proposals
52.217-3 to 5	Evaluation Of Options/Evaluation Exclusive of Options/Evaluation of Options Exercised at Time of Contract Award
52.232-15	Progress Payments Not Included.
52.247-47/49/50/51/55	Evaluation—F.o.b. Origin/Destination Unknown/No Evaluation of Transportation Costs/Evaluation of Export Offers/Transit Arrangements.

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[12]FAC 90-3
[13]FAC 90-4
[14]FAC 90-4

UNIT 24 SOLICITATION PREPARATION—APPENDIX II

FAR CLAUSES AND PROVISIONS FOR RFPs

The following are examples of FAR clauses and provisions that are required or otherwise might be applicable in negotiated procurements. No examples are provided of provisions and clauses that apply uniquely to specific commodities (e.g., vehicle leasing; utility services, facilities use, facilities acquisition, transportation and transportation related services, ADP, construction, A&E, and major systems). Likewise, no examples are provided of clauses and provisions that apply uniquely to (a) dismantling, demolition, or removal of improvements, (b) simplified purchasing, and (c) to DoD (e.g., 52-228-3), such as DoD priorities and allocations.

When training Part B of Unit 24, provide an overview of UCF Sections and, under each Section, all sub-titles in this Appendix. Note that subtitles represent a functional ordering of clauses, rather than a FAR-prescribed ordering. In addition, provide the following information about each clause and provision **highlighted in bold print (the others were covered in Part A)**.

- A summary of its purpose and contents.
- Criteria for determining its applicability to the given procurement and, where the criteria entail factfinding or judgement on the part of the contracting officer, examples of contracts for which it is appropriate.
- Instructions for completing any portion of the clause or provision that has blanks for input by the contracting officer.

However, do not train the substance of the clause or provision or its implementation when training Unit 24. The substance of the clauses and provisions will be addressed when training other Units.

CLAUSES

SECTION E. INSPECTION AND ACCEPTANCE

Examples:

52.246-2	Inspection Of Supplies--Fixed Price.
52.246-4	Inspection Of Services--Fixed Price.
52.246-3/5 to 9	**Inspection of Supplies—Cost-Reimbursement/Inspection of Services—Cost Reimbursement/Inspection—Time-and-Material and Labor-Hour/Inspection of Research and Development—Fixed Price/Inspection of Research and Development—Cost Reimbursement/Inspection of Research and Development—(Short Form)**.
52.246-11	**Higher-Level Contract Quality Requirement (Government Specification)**.
52.246-15	**Certificate Of Conformance.**
52.246-16	**Responsibility For Supplies.**

SECTION F. DELIVERIES OR PERFORMANCE

DELIVERY TERMS

Examples:

52.212-1 to 2	Time of Delivery/Desired and Required Time of Delivery.
52.212-4	Liquidated Damages—Supplies, Services, or Research and Development.
52.212-9	Variation In Quantity.
52.212-10	Delivery of Excess Quantities Of $100 Or Less
52.212-13	**Stop-Work Order**.
52.212-15	Government Delay Of Work.

UNIT 24 SOLICITATION PREPARATION—APPENDIX II

TRANSPORTATION TERMS

Examples:

52.247-29 to 44/55	F.o.b. Origin /F.o.b. Origin, Contractor's Facility /F.o.b. Origin, Freight Allowed/F.o.b. Origin, Freight Prepaid/F.o.b. Origin, with Differential/F.o.b. Destination/F.o.b. Destination, within Consignee's Premises /F.a.s. Vessel, Port of Shipment/F.o.b. Vessel, Port of Shipment/F.o.b. Inland Carrier, Point of Exportation/F.o.b. Inland Point, Country of Importation/Ex Dock, Pier, or Warehouse, Port of Importation/C.&f. Destination./C.i.f. Destination/F.o.b. Designated Air Carrier's Terminal, Point of Exportation/F.o.b. Designated Air Carrier's Terminal, Point of Importation./F.O.B. Point for Delivery of Government-Furnished Property.
52.247-48	F.o.b. Destination—Evidence of Shipment.
52.247-54	Diversion of Shipment under F.O.B. Destination Contracts.
52.247-57	Transportation Transit Privilege Credits.
52.247-58	Loading, Blocking, and Bracing of Freight Car Shipments.
52.247-59 to 61	F.O.B. Origin—Carload and Truckload Shipments/Guaranteed Maximum Shipping Weights and Dimensions/F.O.B. Origin—Minimum Size of Shipments
52.247-62	Specific Quantities Unknown.

SECTION I. CONTRACT CLAUSES

CONTRACT EXECUTION AND INTERPRETATION

Examples:

52.202-1	Definitions.
52.204-1	Approval of Contract.
52.215-33	**Order of Precedence.**
52.252-2	Clauses Incorporated By Reference.
52.252-4	Alterations In Contracts.
52.252-6	Authorized Deviations In Clauses.

IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST

Examples:

52.203-1	Officials Not to Benefit.
2.203-3	Gratuities.
52.203-5	Covenant Against Contingent Fees.
52.203-6	Restrictions on Subcontractor Sales to the Government.
52.203-7	Anti-Kickback Procedures.
52.203-9	Requirement for Certificate of Procurement Integrity—Modification[1]
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity[2]
52.203-12	Limitation on Payments to Influence Certain Federal Transactions[3]
52.203-13	**Procurement Integrity—Service Contracting**[4]

BONDS AND INSURANCE REQUIREMENTS

Examples:

52.228-1-2	Bid Guarantee/Additional Bond Security
52.228-5	Insurance—Work on a Government Installation.
52.228-6	**Insurance—Immunity from Tort Liability**
52.228-7	**Insurance—Liability to Third Persons**.
52.250-1	**Indemnification under Public Law 85-804.**

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[1]FAC 84-60
[2]FAC 84-60
[3]FAC 84-55
[4]FAC 84-60

UNIT 24 SOLICITATION PREPARATION—APPENDIX II

ADDITIONAL INSPECTION, ACCEPTANCE, AND PERFORMANCE RELATED REQUIREMENTS

52.209-3 to 04	**First Article Approvals**.
52.210-5 & 7	New Material/Used or Reconditioned Material, Residual Inventory, and Former Government Surplus Property.
52.237-3	**Continuity of Services.**
52.242-2	**Production Progress Reports**.
52.246-23	Limitation Of Liability (for damage to Government property (excluding the supplies delivered under this contract)
52.246-24	**Limitation of Liability—High-Value Items**.
52.246-25	Limitation of Liability—Services.

TYPE OF CONTRACT

Examples:

52.216-2-4/5-6/8	**Economic Price Adjustment—Standard Supplies/Economic Price Adjustment—Semistandard**
52.216-10 to 12	**Supplies/Economic Price Adjustment—Labor and Material/Price Redetermination—**
52.216-15 to 17	**Prospective/Price Redetermination—Retroactive/Fixed Fee/ Incentive Fee/Cost Contract—No Fee/Cost-Sharing Contract—No Fee/Predetermined Indirect Cost Rates/Incentive Price Revision—Firm Target/Incentive Price Revision—Successive Targets**
52.216-18 to 22	Ordering/ Delivery-Order Limitations/Definite Quantity/Requirements/ Indefinite Quantity.
16.203-4(d)	Economic Price Adjustment.

LETTER CONTRACTS

Examples:

52.216-23 to 26	Execution and Commencement of Work/52.216-24 Limitation of Government Liability/52.216-25 Contract Definitization/52.216-26 Payments of Allowable Costs Before Definitization.

OPTIONS/MULTIYEAR CONTRACTING

Examples:

52.217-1	**Limitation of Price and Contractor Obligations**
52.217-2	**Cancellation of Items**
52.217-6 to 9	Option For Increased Quantity/Option For Increased Quantity--Separately Priced Line Items/Option to Extend Services/Option to Extend the Term of the Contract.

AVAILABILITY OF FUNDS

52.232-18	Availability of Funds.
52.232-19	Availability of Funds for the Next Fiscal Year

SET ASIDES FOR SMALL BUSINESS, 8(a), AND LABOR SURPLUS AREA CONCERNS

Examples:

52.219-05 to 07	Notice of Total Small Business-Labor Surplus Area Set-Aside/Notice of
52.219-18	Total Small Business Set-Aside/Notice of Partial Small Business Set-Aside/Notification of
52.220-2	Competition Limited to Eligible 8(a) Concerns/Notice of Total Labor Surplus Area Set-Aside
52.220-1	Preference for Labor Surplus Area Concerns.
52.219-11 to 12	**Special 8(a) Contract Conditions/Special 8(a) Subcontract Conditions.**

UNIT 24 SOLICITATION PREPARATION—APPENDIX II

CONTRACTOR PURCHASING AND SUBCONTRACTING REQUIREMENTS

Examples:

52.208-1	Required Sources for Jewel Bearings and Related Items
52.209-6	Protecting The Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.
52.215-21	**Changes or Additions to Make-or-Buy Program**.
52.219-8 & 13; 220-3	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns/Utilization of Women-Owned Small Businesses/Utilization of Labor Surplus Area Concerns.
52.219-9	**Small Business and Small Disadvantaged Business Subcontracting Plan**.
52.219-10	**Incentive Subcontracting Program for Small and Small Disadvantaged Business Concerns**.
52.219-14	Limitations on Subcontracting.
52.219-16	**Liquidated Damages—Small Business Subcontracting Plan**.
52.220-3	Utilization of Labor Surplus Area Concerns.
52.220-4	Labor Surplus Area Subcontracting Program.
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts.
52.225-13	Restrictions on Contracting with Sanctioned Persons.
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Interprises[1]
52.244-1	Subcontracts (Fixed-Price Contracts)
52.244-2	**Subcontracts Under Cost-Reimbursement and Letter Contracts**.
52.244-3	**Subcontracts Under Time-and-Materials and Labor-Hour Contracts.**
52.244-5	**Competition in Subcontracting**.
52.251-1	Government Supply Sources.

FOREIGN SOURCING

Examples:

52.225-3	Buy American Act--Supplies.
52.225-7	Balance of Payments Program.
52.225-9	Buy American Act—Trade Agreements Act—Balance of Payments Program.
52.225-11	Restrictions on Certain Foreign Purchases.
52.247-63 to 64	Preference for U.S. Flag Air Carriers/Preference for Privately Owned U.S. Flag Commercial Vessels.

LABOR MANAGEMENT REQUIREMENTS

Examples:

52.207-3	**Right of First Refusal of Employment**.
52.222-1	Notice to the Government of Labor Disputes
52.222-3	Convict Labor.
52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation.
52.222-18	Notification of Employee Rights Concerning Payment of Union Fees or Dues.[2]
52.222-20	Walsh-Healey Public Contracts Act.
52.222-26	Equal Opportunity
52.222-35& 37	Affirmative Action for Special Disabled and Vietnam Era Veterans/Employment Reports on Special Disabled Veterans and Veterans Era.
52.222-36	Affirmative Action for Handicapped Workers.
52.222-41	Service Contract Act of 1965, as Amended.
52.222-42	Statement of Equivalent Rates for Federal Hires.
52.222-43	Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts).
52.222-44	Fair Labor Standards Act and Service Contract Act—Price Adjustment.
52.222-47	SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA).

[1]Updated in 2nd. edition.
[2]Updated in 2nd. edition.

52.222-48	Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain ADP, Scientific and Medical, and/or Office and Business Equipment—Contractor Certification.
52.222-49	Service Contract Act—Place of Performance Unknown.
52.223-6	Drug-Free Workplace

ENVIRONMENTAL PROTECTION AND OCCUPATIONAL SAFETY

Examples:

52.223-2	Clean Air and Water.
52.223-3	Hazardous Material Identification and Material Safety Data.
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.

PATENTS AND RIGHTS IN DATA

Examples:

52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.
52.227-3 & 227-5	Patent Indemnity/Waiver of Indemnity.
52.227-6	**Royalty Information.**
52.227-9	**Refund of Royalties.**
52.227-10 to 13	**Filing of Patent Applications—Classified Subject Matter/Patent Rights—Retention by the Contractor (Short Form)/Patent Rights—Retention by the Contractor (Long Form)/Patent Rights**
52.227-14 to 20/23	Rights in Data—General/**Representation of Limited Rights Data and Restricted Computer Software /Additional Data Requirements/Rights in Data—Special Works/Rights in Data—Existing Works /Commercial Computer Software Restricted Rights/Rights in Data—SBIR Program/Rights to Proposal Data (Technical)**.

PAYMENTS

Examples:

52.222-2	**Payment for Overtime Premiums.**
52.232-1 to 3	Payments.
52.232-7	**Payments under Time-and-Materials and Labor-Hour Contracts.**
52.232-8	Discounts For Prompt Payment.
52.232-9	Limitation on Withholding of Payments.
52.232-11	Extras.
52.232-12 & 16	**Advance Payments/Progress Payments**.
52.232-17	**Interest**.
52.232-20 & 22	**Limitation of Cost.**
52.232-23 to 4	Assignment of Claims/Prohibition of Assignment of Claims.
52.232-25	Prompt Payment.

UNIT 24 SOLICITATION PREPARATION—APPENDIX II

TAXES AND DUTIES

Examples:

52.225-10	Duty-Free Entry.
52.229-1	State and Local Taxes.
52.229-3	Federal, State, and Local Taxes
52.229-4	**Federal, State, and Local Taxes (Noncompetitive Contract)**.
52.229-5	Taxes—Contracts Performed in U.S. Possessions or Puerto Rico
52.229-6	Taxes—Foreign Fixed-Price Contracts
52.229-7	Taxes—Fixed-Price Contracts with Foreign Governments
52.229-8	**Taxes—Foreign Cost-Reimbursement Contracts**
52.229-9	**Taxes—Cost-Reimbursement Contracts with Foreign Governments**

ALLOWABLE COSTS AND ACCOUNTING FOR COSTS

Examples:

52.215-26	**Integrity of Unit Prices**.
52.215-30 to 31	**Facilities Capital Cost of Money/Waiver of Facilities Capital Cost of Money.**
52.216-7	**Allowable Cost and Payment**.
52.242-1	**Notice of Intent to Disallow Costs**.
52.230-3 to 6	**Cost Accounting Standards/Administration of Cost Accounting Standards/Disclosure and Consistency of Cost Accounting Practices/Consistency in Cost Accounting Practices**

PRICING CERTIFICATIONS & DEFECTIVE PRICING

Examples:

52.215-22 to 25	**Price Reduction for Defective Cost or Pricing Data/Price Reduction for Defective Cost or Pricing Data—Modifications/Subcontractor Cost or Pricing Data/Subcontractor Cost or Pricing Data— Modifications**.
52.215-32	**Certification of Commercial Pricing For Parts or Components**.

AUDIT RIGHTS

Examples:

52.215-1	**Examination of Records by Comptroller General**.
52.215-2	**Audit—Negotiation.**

TRANSPORTATION

Examples:

52.242-10	F.o.b. Origin—Government Bills of Lading or Prepaid Postage.
52.242-11	F.o.b. Origin—Government Bills of Lading or Indicia Mail.
52.242-12	Report of Shipment.
52.247-1	Commercial Bill of Lading Notations.

UNIT 24 SOLICITATION PREPARATION—APPENDIX II

GOVERNMENT FURNISHED PROPERTY

Example:

52.245-1	**Property records.**
52.245-2 & 4	**Government Property (Fixed-Price Contracts)**/Government-Furnished Property (Short Form).
52.245-5	**Government Property (Cost-Reimbursement, Time-and-Material, Or Labor-Hour Contracts).**

WARRANTIES

Example:

52.246-17	Warranty Of Supplies Of A Non-Complex Nature.
52.246-18 & 19	**Warranty of Supplies of a Complex Nature**.
52.246-20	**Warranty of Services**

MODIFICATIONS

Examples:

52.243-01	Changes--Fixed Price.
52.243-2	**Changes—Cost-Reimbursement.**
52.243-3	**Changes—Time-and-Materials and Labor-Hour Contracts.**
52.243-6	**Change Order Accounting**.
52.243-7	**Notification Of Changes**.
52.248-1	**Value Engineering**.

TERMINATION

Examples:

52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).
52.249-2	**Termination for Convenience of the Government (Fixed-Price)**.
52.249-4	Termination for Convenience of the Government (Services) (Short Form).
52.249-5	**Termination for Convenience of the Government (Educational and Other Nonprofit Institutions.**
52.249-6	**Termination (Cost-Reimbursement).**
52.249-8	Default (Fixed-Price Supply and Service).
52.249-9	**Default (Fixed-Price Research and Development).**
52.249-14	**Excusable Delays**.

PROTESTS, DISPUTES AND APPEALS

Examples:

52.233-1	Disputes.
52.233-03	Protest After Award.

OTHER

52.204-2	Security Requirements.
52.224-1	Privacy Act Notification
52.224-2	Privacy Act
52.242-13	Bankruptcy.

UNIT 24 SOLICITATION PREPARATION—APPENDIX II

PROVISIONS

SECTION K. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

DISCLOSURE OF BUSINESS PRACTICES

Examples:

52.203-2	Certificate of Independent Price Determination.
52.203-4	Contingent Fee Representation and Agreement.
52.203-8	Requirement for Certificate of Procurement Integrity.
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.209-7	**Organizational Conflicts of Interest—Marketing Consultants**
52.209-8	**Organizational Conflicts of Interest—Advisory and Assistance Services**

INFORMATION ABOUT THE FIRM

Examples:

52.204-3	Taxpayer Identification
52.204-4	Contractor Establishment Code.
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters.
52.215-6	**Type of Business Organization.**
52.215-11	**Authorized Negotiators.**
52.215-20	**Place of Performance** (Except those in which the place of performance is specified by the Government.)
52.215-35	Annual Representations and Certifications.
52.219-1	Small Business Concern Representation.
52.219-2 to 3	Small Disadvantaged Business Concern Representation/Women-Owned Small Business Representation.
52.222-19	Walsh-Healey Public Contracts Act Representation.
52.230-1 to 2	**Cost Accounting Standards Notices and Certification (National Defense)/Cost Accounting Standards Notices and Certification (Nondefense)**.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATIONS

Examples:

52.222-21	Certification of Nonsegregated Facilities.
52.222-22	Previous Contracts and Compliance Reports.
52.222-25	Affirmative Action Compliance.

ENVIRONMENTAL CERTIFICATIONS

Examples:

52.223-1	Clean Air and Water Certification.
52.223-4	Recovered Material Certifications.

UNIT 24 SOLICITATION PREPARATION—APPENDIX II

FOREIGN SOURCING CERTIFICATIONS

Examples:

52.225-1	Buy American Certificate.
52.225-6	Balance of Payments Program Certificate.
52.225-8	Buy American Act—Trade Agreements Act—Balance of Payments Program Certificate.
52.225-12	Notice of Restrictions on Contracting with Sanctioned Persons.

PATENT & ROYALTY NOTICES

Examples:

52.227-6	**Royalty Information.**
52.227-7	Patents—Notice Of Government Licensee.

ABILITY TO MEET QUALIFICATION REQUIREMENTS

52.209-1	Qualification Requirements
52.223-5	Certification Regarding a Drug-Free Workplace

OTHER REQUIRED DATA

Examples:

52.207-4	Economic Purchase Quantity--Supplies.
52.208-2	Jewel Bearings and Related Items Certificate.
52.247-53	Freight Classification Description.

SECTION L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

SOLICITATION DEFINITIONS AND INTERPRETATION

Examples:

52.215-5	**Solicitation Definitions.**
52.252-1	Provisions Incorporated By Reference.
52.252-3	Alterations In Solicitation.
52.252-5	Authorized Deviations In Provisions.

PREPARING PROPOSALS

Examples:

52.210-6	Listing of Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property.
52.215-3	**Solicitation for Information or Planning Purposes**.
52.215-7	**Unnecessarily Elaborate Proposals or Quotations**.
52.215-8	**Amendments to Solicitations**.
52.215-12	**Restriction on Disclosure and Use of Data.**
52.215-13	**Preparation of Offers.**
52.215-17	**Telegraphic Proposals**.
52.215-16	**Facsimile Proposals.**[1]

[1]FAC 84-53

UNIT 24 SOLICITATION PREPARATION—APPENDIX II

ADDITIONAL INFORMATION ON THE PROCUREMENT

Examples:

52.207-2	**Notice of Cost Comparison (Negotiated)**
52.210-1 to 4	Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions/Availability of Specifications Listed in the DOD Index of Specifications and Standards (DODISS)/Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions/ Availability for Examination of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions.
52.215-4	**Notice of Possible Standardization**.
52.215-14	**Explanation to Prospective Offerors**.
52.215-37	**Commercial Pricing Certificate—Notice**.[1]
52.216-1	**Type of Contract**.
52.219-22	SIC Code and Small Business Size Standard[2]
52.222-45 & 46	**Notice of Compensation for Professional Employees/Evaluation of Compensation for Professional Employees.**
52.232-13 to 14	**Notice of Progress Payments/Notice of Availability of Progress Payments Exclusively for Small Business Concerns**.
52.237-1	Site Visit.
52.247-46	Shipping Point(s) Used in Evaluation of F.o.b. Origin Offers.
52.247-45	F.o.b. Origin and/or F.o.b. Destination Evaluation.

SUBMITTING PROPOSALS

Examples:

52.214-34	Submission of Offers in the English Language.[3]
52.214-35	Submission of Offers in U.S. Currency.[4]
52.215-9	**Submission of Offers**
52.215-10	**Late Submissions, Modifications, and Withdrawals of Proposals**
52.215-15	**Failure to Submit Offer**
52.215-19	**Period for Acceptance of Offer**

CONTRACT AWARD

Examples:

52.215-16	**Contract Award**.
52.222-24	Preaward On-Site Equal Opportunity Compliance Review.
52.233-02	Service Of Protest.

SECTION M. EVALUATION FACTORS FOR AWARD

Examples:

52.215-34	**Evaluation Of Offers For Multiple Awards.**
52.217-3 to 5	Evaluation Of Options/Evaluation Exclusive of Options/Evaluation of Options Exercised at Time of Contract Award
52.232-15	Progress Payments Not Included.
52.247-47/49/50/51/55	Evaluation—F.o.b. Origin/Destination Unknown/No Evaluation of Transportation Costs/Evaluation of Export Offers/Transit Arrangements.

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[1]FAC 84-58
[2]FAC 90-3
[3]FAC 90-4
[4]FAC 90-4

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Select and implement a method or methods of publicizing the proposed procurements.
Conditions	Given a proposed solicitation and market data
Overall Standard(s)	Market notified to extent required and necessary for obtaining competition for prime contracts and to offer subcontracting opportunities to small businesses.

Evaluator

_____
Name

_____
Title

_____
Date

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 25 PUBLICIZING PROPOSED PROCUREMENTS

Policies

FAR	*Agency Suppl.*	*Subject*
5.1		Dissemination of information.
5.2		Synopses (excluding sections 5.204 & 5.205, which are covered in Unit 7)
5.5		Paid advertising.
14.203		Methods of soliciting bids (e.g., mailing or delivery; dissemination).
14.211(a) 15.402(b)		Release of information prior to soliciting.
15.408		Issuing solicitations.
35.007(a-b)		Soliciting R&D proposals.
35.016		Broad agency announcements for R&D proposals.
52.210-1 thru 52.210-4		Availability of specifications for review by offerors.

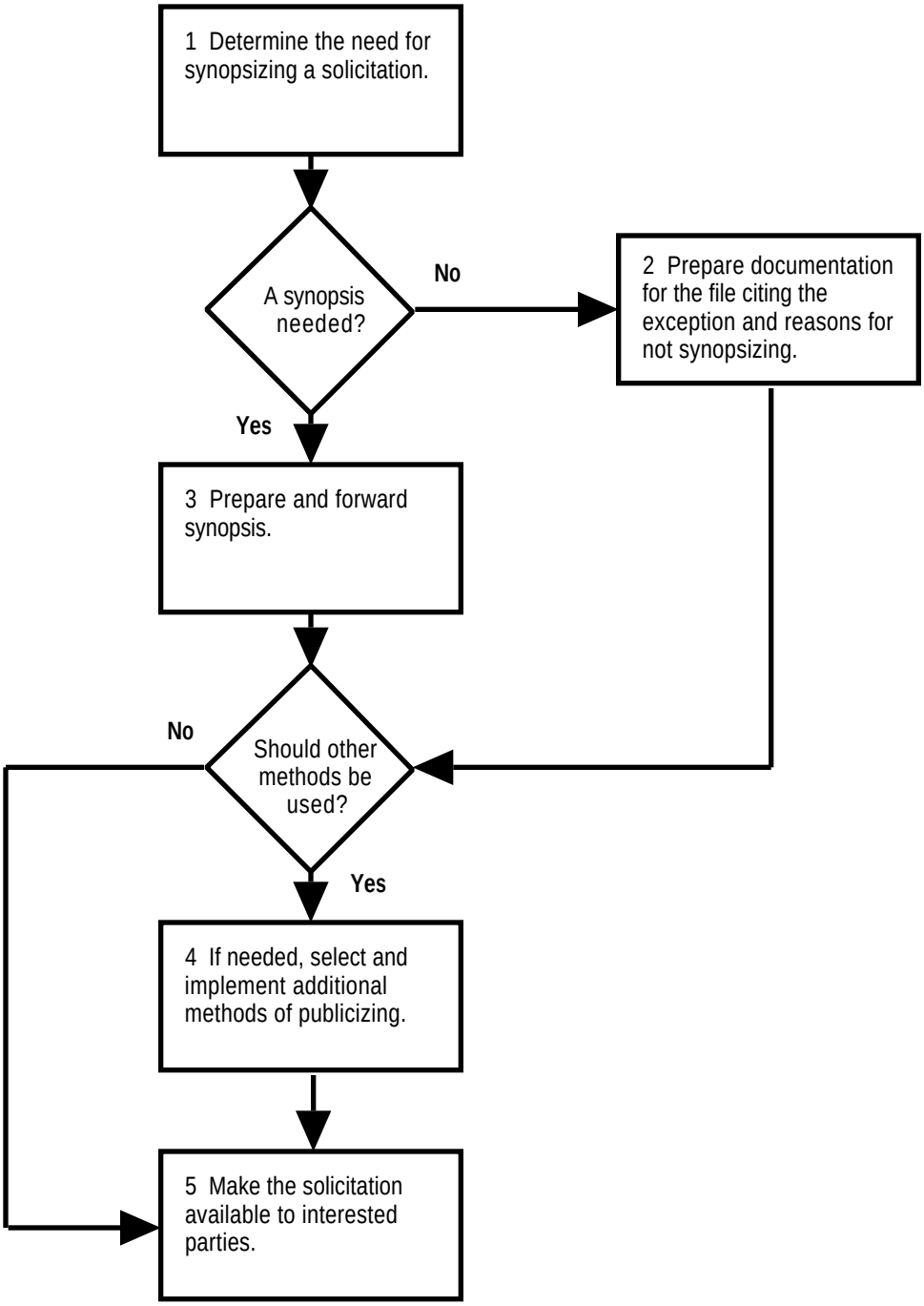
Other KSA's

1. Knowledge of procedures and standard format for electronic transmission of CBD notices.

2. Knowledge of methods, media, and guidelines for advertising and publicity (from Marketing).

Other Policies and References (Annotate As Necessary):

PUBLICIZING PROPOSED PROCUREMENTS



UNIT 25 PUBLICIZING PROPOSED PROCUREMENTS

Tasks	Related Standards
1. Determine the need for synopsizing a solicitation (FAR 5.101(a) and 5.201). Potential issues: • Is a synopsis required? • Is the proposed procurement eligible for an exception to the synopsis requirement (5.202)? • If not required, would synopsizing nonetheless be advantageous to the Government?	1. Identify all omissions and apparent deficiencies in accordance with Appendix I to this Unit.
2. Prepare documentation for the file citing the exception and reasons for not synopsizing.	2. Accurately explain the impact on the acquisition of each omission and deficiency. Obtain corrections and/or supplementary information necessary for acceptance
3. Prepare and forward synopsis.	3. Only accept Purchase Requests upon receipt of all necessary information from the requiring activity.
4. Determine the need for, and, if needed, implement additional methods of publicizing. Among the options: • Posting a notice of the procurement in a public place at the contracting office issuing the solicitation. • Handouts. • Notices to trade associations. • Brief announcements to newspapers, trade journals, magazines, or other mass communication media without cost to the Government. • Paid advertisements. • Electronic bulletin boards.	4. Establish and maintain the contracting office file contract file (as opposed to the contract administration office contract file prescribed at FAR 4.803(b)) as prescribed in FAR 4.803(a).

Tasks	Related Standards
5. Make the solicitation available to interested parties. Methods: • Mailing to concerns on the bidder's mailing list (from Unit 9). • Upon request, mailing to other interested sources (advising the requestor of any limits on competition per Unit 12). • Providing copies on a "first-come first-served" basis for pickup at the contracting office to publishers, trade associations, and other such interested parties. • Retaining a copy for review and duplication upon the request of an interested party.	5. If requested by a small business, also furnish a copy of the specifications, the name and telephone number to call with questions about the solicitation, and adequate citations to each applicable Federal law or agency rule with which small business concerns must comply in performing the contract. May require payment of a fee for a copy of solicitation documents that does not exceed the cost of duplication. Do not issue the IFB before the time indicated in FAR 5.203.

UNIT 26 PREAWARD INQUIRIES

(Blueprint 14 — 3/18/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Inquiries About IFBs

Duty Respond to inquiries on IFBs.

Conditions Given a written or oral inquiry on a solicitation, copies of offers received in response to the solicitation, and a copy of the solicitation.

Overall Standard(s) Disclose no information that would give one offeror an unfair competitive edge over another. Prior to bid opening, do not open bids or share their contents. Answers to inquiries are correct and complete. All files are fully documented.

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Inquiries About RFPs

Duty Respond to inquiries on RFPs.

Conditions Given a written or oral inquiry on a solicitation, copies of offers received in response to the solicitation, and a copy of the solicitation.

Overall Standard(s) Disclose no information that would give one offeror an unfair competitive edge over another. After receipt of proposals, do not disclose any information on the contents of a proposal to other offerors. Answers to inquiries are correct and complete. All files are fully documented.

Evaluator Name _____

Title _____

Date _____

Certification for Part C: FOIA Requests

Duty	Respond to requests for information under the Freedom of Information Act.	
Conditions	Given a request for information on a solicitation or contract under the Freedom of Information Act.	
Overall Standard(s)	Do not disclose exempt data.	
Evaluator	Name	_____
	Title	_____
	Date	_____

UNIT 26 PREAWARD INQUIRIES

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 26 PREAWARD INQUIRIES

Policies

FAR	*Agency Suppl.*	*Subject*
3.104		Prohibition on disclosure of source selection or proprietary information.
5.401 - 403		Release of information.
9.105-3		Prohibition against disclosing data on a firm's responsibility.
10.009		Providing industry with an opportunity to comment on user critiques of specifications.
14.211(b)		Release of acquisition information after solicitation.
14.401		Receipt and safeguarding of bids.
15.402(b)		Release of acquisition information after solicitation.
15.411		Receipt of proposals.
15.413		Disclosure of information before award.
15.803(a)		No disclosure of data in ACO or audit reports.
24.2		Freedom of information act.
52.202-1		Definitions and guidelines for interpreting the solicitation or contract.
52.214-1		Solicitation definitions—sealed bidding.
52.214-6		Explanation to prospective offerors.
52.214-29		Order of precedence.
52.215-5		Solicitation definitions.
52.215-12		Restriction on disclosure and use of data.
52.215-14		Explanation to prospective offerors.
52.215-33		Order of precedence.
52.252-1 52.252-2		Incorporation of provisions and clauses by reference.

Other KSA's

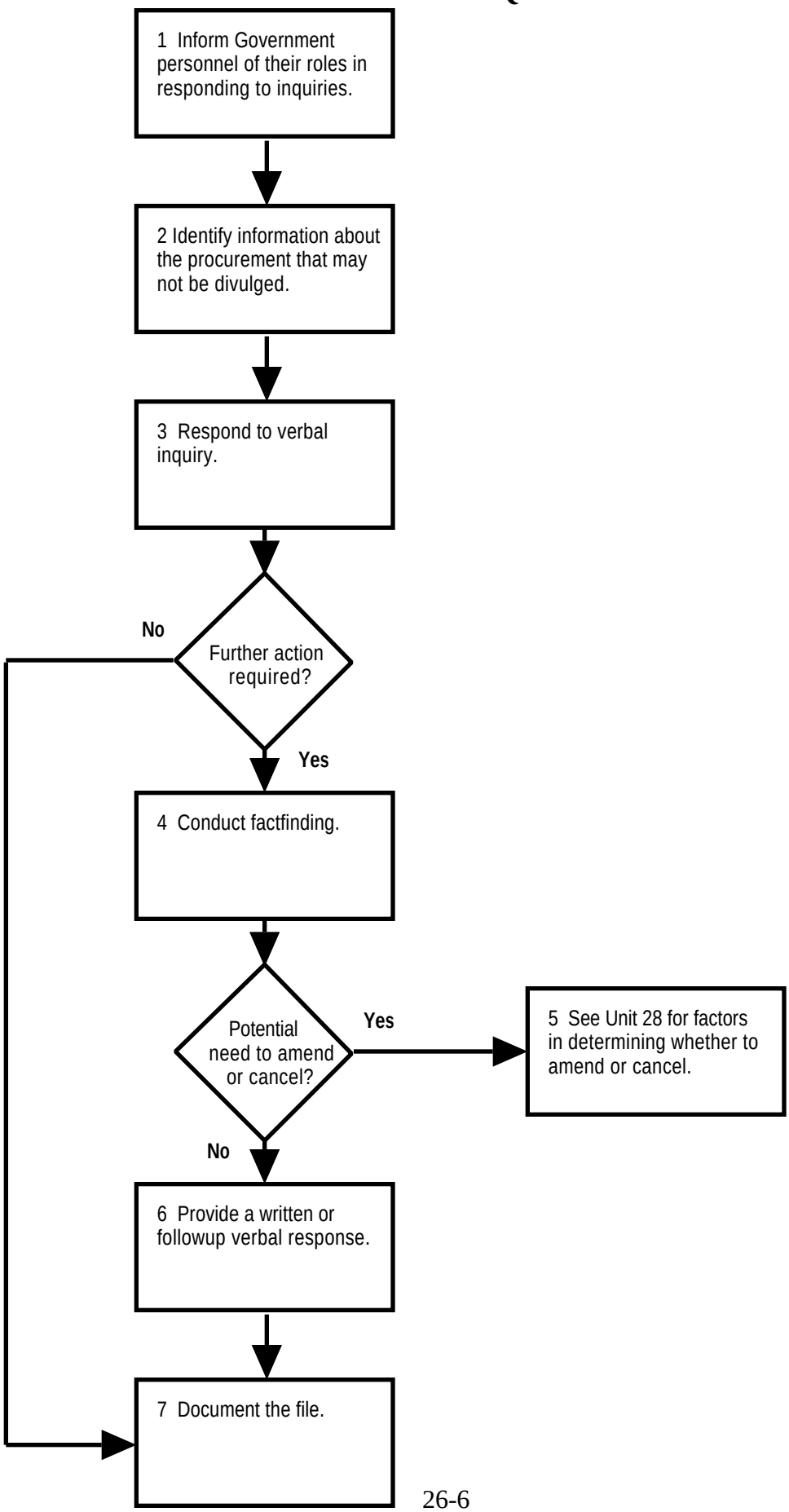
1. Knowledge of legal, technical, and other personnel to consult regarding inquiries (e.g., requiring activity, public affairs, Congressional liaison offices).

2. Knowledge of the Law of Agency (e.g., creation, scope of authority, and duties and liabilities of principals and agents) and how the law of agency applies to discussions between offerors and Government officials (from Business Law).

3. Knowledge of the relationship between line and staff authority; knowledge of the role of service departments such as procurement in supporting line managers on mission accomplishment; skill at communicating and exercising leadership in working with line managers (from Organization and Management).

Other Policies and References (Annotate As Necessary):

PREAWARD INQUIRIES



UNIT 26 PREAWARD INQUIRIES

Part A: Inquiries About IFBs

Tasks	Related Standards
1. Inform Government personnel of their roles in responding to inquiries.	A1. Discussions with interested parties regarding a solicitation may be conducted only by the contracting officer or superiors have contractual authority or by others authorized in writing to discuss the solicitation. Technical or other information should be transmitted to interested parties only through the contracting officer or superiors have contractual authority or by others authorized in writing to discuss the solicitation.
2. Identify information about the procurement that may not be divulged.[1]	A2. Identify all information that may not be imparted prior to the public bid opening, including: • Information on a concern's responsibility and other proprietary information. • Identity and number of bids. • Bid prices or lists of bid prices. • Rankings of bids. • Other information that, if disclosed to a competing contractor, would jeopardize the integrity or successful completion of the procurement.[2] Examples—the Government cost estimate; any portion of the contents of a bid.
3. Respond to verbal inquiry.	A3. Per 52.214-6, advise the offeror that any questions regarding an explanation or interpretation of the solicitation, drawings, specifications, etc., must be received in writing soon enough to allow a reply to reach all other prospective offerors before submission of their offers. Also advise the offeror that oral explanations or instructions are not binding. Ask questions to clarify the inquiry, if needed. Other than for information that may not be divulged per task 2, provide all relevant facts. Where necessary, break for factfinding.

[1]FAC 84-47
[2]FAC 84-60.

UNIT 26 PREAWARD INQUIRIES

Part A: Inquiries About IFBs

Tasks	Related Standards
4. Review inquiries and conduct any necessary factfinding. Consult legal or technical personnel if necessary.	A4. Request and obtain all information necessary for an accurate and complete response.
5. Determine whether there is a need to amend or cancel the solicitation (per Units 28 and 29).	A5. Do not amend the solicitation when providing general information that would not be prejudicial to other prospective bidders (e.g., explanation of a particular contract clause or a particular condition of the schedule).
6. If an amendment or cancellation is not necessary, provide a written or followup verbal response.	
7. Document the file.	

UNIT 26 PREAWARD INQUIRIES

Part B: Inquiries About RFPs

Tasks	Related Standards
1. Inform Government personnel of their roles in responding to inquiries.	B1. Only the contracting officer or superiors have contractual authority or by others authorized in writing may discuss the solicitation and transmit technical or other information to interested parties.
2. Identify information about the procurement that may not be divulged.	B2. Comply with FAR 3.104, 15.411, and 15.413 on pre-closing disclosure of information. Identify all information that may not be imparted. Examples: • Source selection plans. • Technical evaluation plans. • Identity and number of offerors. • Proposed costs or prices submitted by offerors, or lists of same. • Information on an offeror's responsibility and other proprietary information. • Other information that, if disclosed to a competing contractor, would jeopardize the integrity or successful completion of the procurement.[3] Examples—the Government cost estimate; any portion of the contents of a proposal.
3. Respond to verbal inquiry.	B3. Per 52.215-14, advise the offeror that any questions regarding an explanation or interpretation of the solicitation, drawings, specifications, etc., must be received in writing soon enough to allow a reply to reach all other prospective offerors before submission of their offers. Also advise the offeror that oral explanations or instructions are not binding. In responding to the inquiry, do not solicit information about a prospective offeror's proposal or otherwise discuss it. Avoid compromising the Government's right to accept an offer without discussions. Ask questions to clarify the inquiry, if needed. Other than for information that may not be divulged, provide all relevant facts. Where necessary, break for factfinding.

[3]FAC 84-60.

UNIT 26 PREAWARD INQUIRIES

Part B: Inquiries About RFPs

Tasks	Related Standards
4. Review inquiries and conduct any necessary factfinding. Consult legal or technical personnel if necessary.	B4. Request and obtain all information necessary for an accurate and complete response.
5. Determine whether there is a need to amend or cancel the solicitation (per Units 28 and 29).	B5. Do not amend the solicitation when providing general information that would not be prejudicial to other prospective bidders (e.g., explanation of a particular contract clause or a particular condition of the schedule).
6. If an amendment or cancellation is not necessary, provide a written or followup verbal response.	
7. Document the file.	

UNIT 26 PREAWARD INQUIRIES

Part C: FOIA Requests

Tasks	Related Standards
1. Determine whether the Freedom of Information Act (FOIA) request is for records that are exempt from mandatory public disclosure.	C1. Correctly identifies types of records that are exempt.
2. Release non-exempt information.	C2. No disclosure of exempt information.

Tasks	Related Standards

UNIT 27 PREBID/PREPROPOSAL CONFERENCES

(Blueprint 15 — 3/18/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	1. Determine the need for conducting a prebid/preproposal conference. 2. Prepare for and conduct the prebid/preproposal conference.
Conditions	Given a purchase request, market data, the synopsis, and a solicitation
Overall Standard(s)	Call for a conference when contractors do not appear to have a reliable or valid understanding of the solicitation's requirements. Furnish all prospective offerors with identical information concerning the proposed acquisition. Do not use the conference as a substitute for amending a defective or ambiguous specification or solicitation.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 27 PREBID/PREPROPOSAL CONFERENCES

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 27 PREBID/PREPROPOSAL CONFERENCES

Policies

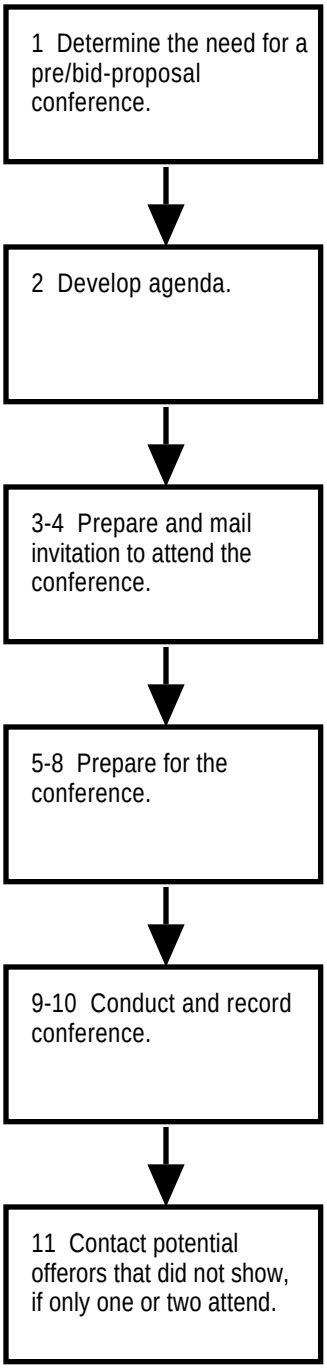
FAR	*Agency Suppl.*	*Subject*
14.207		Pre-bid conferences.
15.409		Pre-proposal conferences.
37.110(a)		Site visits in solicitations for services (other than construction) to be performed on Government installations.
52.237-1		Site visits for other than construction.
52.247-4		Inspection of Government shipping and receiving facilities.

Other KSA's

Reserved.

Other Policies and References (Annotate As Necessary):

PREBID/PREPROPOSAL CONFERENCES



UNIT 27 PREBID/PREPROPOSAL CONFERENCES

Tasks	Related Standards
1. Determine the need for a pre/bid-proposal conference. Consider a conference: • To explain a complex requirement and/or technical evaluation factors. • When contractors need to physically inspect work sites or property to be furnished by the Government. • When revising a longstanding requirement. • When there has been a long period of time between awards. • When contractor inquiries suggesting that key terms and conditions are vague, ambiguous, or unattractive to industry.	1. Call for a conference when: • Contractors do not appear to have a reliable or valid understanding of the contract's requirements, and • Significant dollars are at risk.
2. Develop agenda • Briefing on solicitation. • Presentation of prepared responses to questions submitted in advance. • Questions and answers from the floor.	
3. Prepare invitation to attend the conference: • Nature and scope (reference solicitation at issue). • Attach copy of agenda. • Solicit questions in writing. • Notice of time and place.	
4. Mail invitation to all prospective offerors who have received copies of the solicitation.	4. Mail the invitation only when notice of the conference was not included in the synopsis.
5. Refer submitted technical questions to technical personnel for comment.	
6. Prepare consolidated responses to questions on business terms and conditions and, based on comments from technical personnel, the requirements.	6. Perform all necessary research to fully answer any question.

UNIT 27 PREBID/PREPROPOSAL CONFERENCES

Tasks	Related Standards
7. Prepare opening briefing. • Background and other facts not covered in the solicitation • Description of the requirement, selection criteria, and method of award. • Special terms and conditions not ordinarily included. • If the method of procurement has changed since the previous contract, describe the process • Government's positions on potentially controversial issues (e.g., why not set aside for small business). • Invitation to ask questions or express concerns with the solicitation.	7. Make no statement that conflicts with the solicitation. Advise attenders that (1) remarks and explanations at the conference shall not qualify the terms of the solicitation and (2) terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing.
8. Brief technical personnel. • Roles. • Agenda. • Limits on providing information to attenders.	
9. Conduct the conference.	Keep a complete record of the conference proceedings including questions and answers. Provide answers for all questions. Provide a copy of the record to all prospective offerors.
10. Determine the need to amend or cancel the solicitation (by applying the criteria in Units 28 and 29).	
11. Contact potential offerors that did not show, if only one or two attend.	

UNIT 28 AMENDING SOLICITATIONS

(Blueprint 16.1 — 3/18/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties

1. Determine whether to amend, cancel, or make no changes to IFBs (before opening) or RFPs.

2. Prepare an amendment to the solicitation.

Conditions

Given a solicitation, requests from the requiring activity to change the quantity, specifications, delivery schedules, closing dates, etc., and/or complaints or recommendations from potential offerors about specifications or other terms and conditions.

Overall Standard(s)

Amend an IFB (before opening) or an RFP when the overall scope of the contract would not be affected. Cancel IFBs before opening or RFPs when the requirement no longer exists, funds are no longer available, or when the overall scope of the contract has changed to the extent that the original synopsis and/or solicitation no longer validly describes the requirement.

Amendments clarify or correct all significant ambiguities, errors or omissions in the Government's statement of the minimum functional need (as the need has evolved since the solicitation was issued) and/or other terms and conditions. All amendments are properly executed and put all offerors on an equal footing. No award is made unless the amendment has been issued in sufficient time to permit all prospective offerors to consider such information in submitting or modifying their bids.

Evaluator

_____
Name

_____
Title

_____
Date

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 28 AMENDING SOLICITATIONS

Policies

FAR	*Agency Suppl.*	*Subject*
7.204(b)		Amending or cancelling solicitations based on responses to the provision at 52.207-4, Economic Purchase Quantity—Supplies.
14.208		Amendment of IFBs.
14.209(a)		Grounds for cancelling IFB s before opening.
15.410		Amending solicitations before closing date.
15.606		Changes in Government requirements.
52.214-3		Amendments to IFBs
52.215-8		Amendments to RFPs

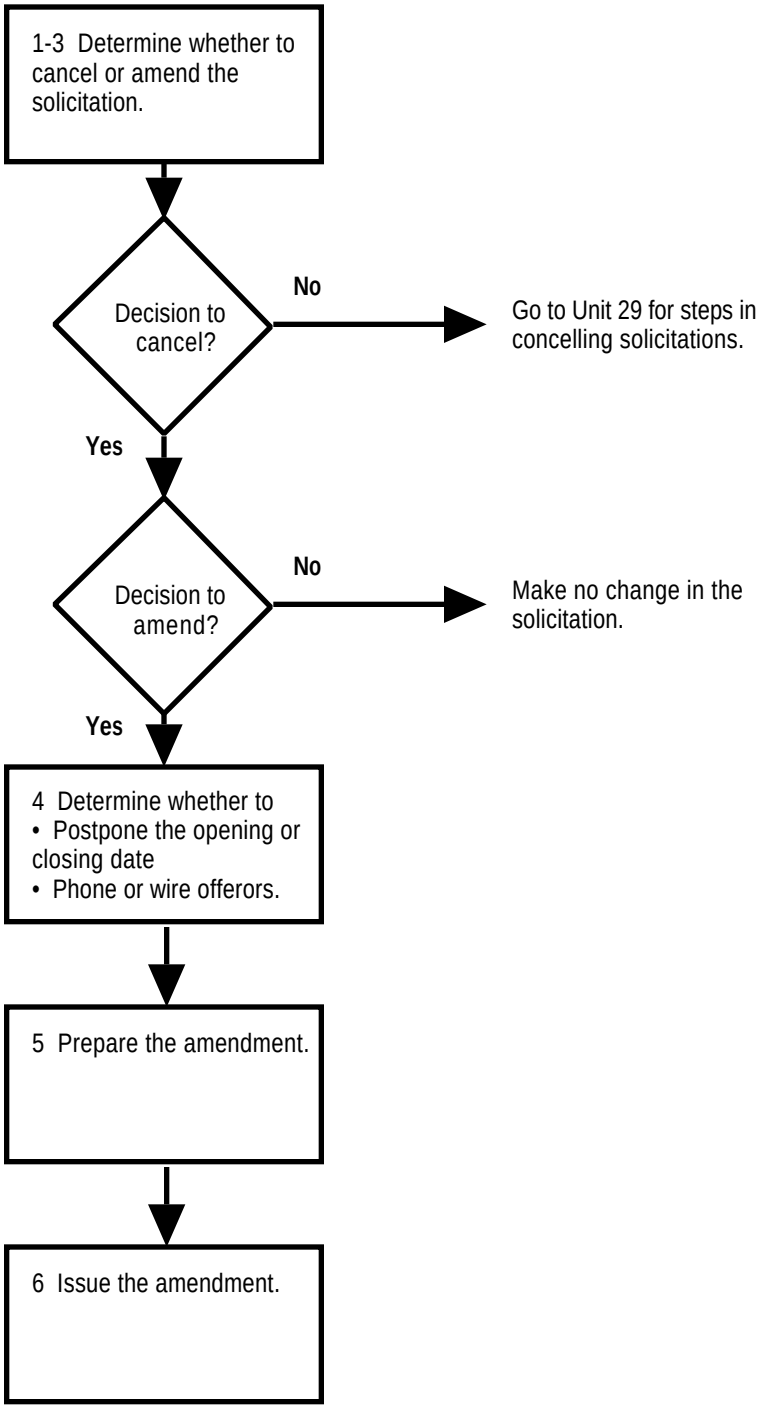
Other KSA's

1. Knowledge of what kind of amendment necessitates an extension of the closing date.

2. Knowledge of the relationship between line and staff authority; knowledge of the role of service departments such as procurement in supporting line managers on mission accomplishment; skill at communicating and exercising leadership in working with line managers on such matters as determining the need and validity of proposed amendments (from Organization and Management).

Other Policies and References (Annotate As Necessary):

AMENDING SOLICITATIONS



UNIT 28 AMENDING SOLICITATIONS

Tasks	Related Standards
1. Obtain written revisions to the purchase request from the requiring activity. Examples: • Proposals to cancel the solicitation--money or need has lapsed. • Proposals to cancel and resolicit. • Proposals to amend the solicitation.	1. Subject any requests to amend the solicitation (or to cancel and resolicit) to the tests of Units 3, 6 and 7, and, where applicable, 15 and 16).
2. Identify problems with issued solicitations. Potential indicators: • Offeror inquiries (see Unit 26). • Pre-bid/preproposal conferences (see Unit 27). • Technical review of the offer, if any (see Unit 36). • Factfinding conferences (see Unit 43).	2. Recognize and collect evidence of any problem with the solicitation: • Insufficient time allowed for the preparation and submission of offers. • Incomplete, inaccurate, or missing terms, conditions, or data. • Terms or conditions that are being misinterpreted by potential offerors (vague or ambiguous). • Release of additional data to some but not all potential offerors. • Identification of terms or conditions (especially elements of the specification) which are inferior to alternatives surfaced by one or more offerors. Examples: - In their responses to the provision at 52.207-4, Economic Purchase Quantity—Supplies, offerors recommend buying in different quantities than solicited. - The proposal considered most advantageous to the Government is predicated upon a departure from the stated requirements. • Identification of terms and conditions that are unnecessarily restricting competition or otherwise discriminating against some potential offerors. • CBD notice not published within 10 days of transmittal (6 days if electronically transmitted).
3. Determine whether to: • Leave the solicitation "as is." • Amend the solicitation. • Cancel the solicitation.	3. Cancel if the requirement no longer exists or funds no longer are available. Cancel and resolicit when the overall scope of the contract has changed to the extent that the original synopsis and/or solicitation no longer validly describe the requirement.

Tasks	Related Standards
4. If the decision is to amend, determine whether to postpone the bid opening date or extend the RFP's closing date and, if so, whether to precede mailing the amendment with telephone calls or telegrams.	4. Give all potential offerors sufficient time to consider the change(s) in submitting or modifying their offers. Telephone or send telegrams when offerors are upon the point of sending in their offers.
5. Prepare amendment, using SF30.	5. Complete the SF30 per instructions on back page of the form (FAR 53.301-30). Among other things: • Cite solicitation number. • Number amendments serially. • Include instructions on acknowledging receipt of amendment. • State whether or not the bid opening date has been postponed or whether the RFP's closing date has been extended and, if postponed or extended, identify the new date. • Use replacement pages for the solicitation, with changes marked.
6. Issue amendment.	6. For IFB, send the amendment to all offerors who have been provided official copies of the solicitation and post a copy of the amendment in the Bid Room. For RFP's: • If proposals are not yet due, copy to every firm that has received a solicitation. • If proposals have been received, a copy sent to all responding offerors. • If the competitive range has been established, a copy to offerors in the range. In the case of RFPs, the amendment may be conveyed orally under the conditions described in FAR 15.606(a).

UNIT 29 CANCELLING SOLICITATIONS

(Blueprint 16.2 — 4/26/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Cancellation of IFB Before Opening

Duty Cancel the IFB before bid opening.

Conditions Given an IFB and a decision to cancel prior to bid opening from Unit 28.

Overall Standard(s) Correctly prepare cancellation notices and notify all potential offerors.

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Cancellation of IFB After Opening

Duty Determine whether to cancel after opening and, if so, cancel the IFB.

Conditions Given market data, contacts with the requiring activity, an IFB, and opened bids.

Overall Standard(s) Correctly determine whether, given the facts on hand, there is a compelling reason for cancellation. Correctly prepare cancellation notices and notify all potential offerors.

Evaluator Name _____

Title _____

Date _____

UNIT 29 CANCELLING SOLICITATIONS

Certification for Part C: Cancellation of RFP

Duty	Cancel the RFP.	
Conditions	Given an RFP and a decision to cancel from Unit 28.	
Overall Standard(s)	Correctly prepare cancellation notices and notify all potential offerors.	
Evaluator	Name	_____
	Title	_____
	Date	_____

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 29 CANCELLING SOLICITATIONS

Policies

FAR	*Agency Suppl.*	*Subject*
14.209		Cancellation of IFBs before opening.
14.404-1		Cancellation after opening.
14.404-3		Rejecting all bids.
15.103		Converting from sealed bidding.
15.606(b)(4)		Cancelling RFPs.

Other KSA's

1. Knowledge of the relationship between line and staff authority; knowledge of the role of service departments such as procurement in supporting line managers on mission accomplishment; skill at communicating and exercising leadership in working with line managers on such matters as determining the need for cancellation (from Organization and Management).

Other Policies and References (Annotate As Necessary):

Cancellation of IFB Before Opening

1 Determine whether or not to cancel (from Unit 28).

↓

2 Prepare notice of cancellation.

↓

3-4 Send notice to bidders and return bids

↓

5 Record cancellation of IFB.

Cancellation of IFB After Opening

1 Identify compelling reason to cancel IFB.

↓

2 Determine whether to complete the acquisition through negotiations and obtain approval.

↓

3 Prepare notice of cancellation.

↓

4 Send notice to all bidders.

↓

5 Record cancellation of IFB.

UNIT 29 CANCELLING SOLICITATIONS

Part A. Cancellation of IFB Before Opening

Tasks	Related Standards
1. Determine whether or not to cancel (from Unit 28).	
2. Prepare notice of cancellation.	A2. In the notice: • Identify IFB by number and short title or subject matter. • Explain reason for cancellation. • Assure bidders of opportunity to bid on resolicitation or any future such requirement.
3. Send notice to all prospective bidders.[1]	A3. Send a copy to all bidders to whom IFBs were issued.
4. Return unopened bids to bidders.	
5. Record cancellation of IFB.	A5. Include: • Number of bids invited. • Number of bids received.

[1]Changed in the 2nd. edition

UNIT 29 CANCELLING SOLICITATIONS

Part B. Cancellation of IFB After Opening

Tasks	Related Standards
1. Identify compelling reason to cancel IFB. Potential reasons: • The requirement no longer exists or has substantially changed; specifications have been revised. • Inadequate or ambiguous specifications were cited in the invitation. • The IFB did not provide for consideration of all factors affecting price, such as the cost of transporting Government furnished property to bidder's plants. • Bids indicate needs can be met by a less expensive and different item than solicited. • Requirements of FAR 10.008 on availability and identification of specifications have not been met. • All otherwise acceptable bids are at unreasonable prices. • Only one bid was received and the Government cannot determine that the bid is reasonable. • No responsive bid has been received from a responsible bidder. • Bids were not independently prepared or were submitted in bad faith. • A cost comparison as prescribed in OMB Circular A-76 shows that performance by the Government is more economical.	B1. Do not cancel only to increase quantity required. Make correct determination of the reason. Logically derive conclusion logically derived from facts at hand. Document the necessity for cancellation in a determination and obtain approval from the designated official.
2. Determine whether to request authority to complete the acquisition through negotiations and prepare determinations and findings for approval from the designated official. If the decision is to negotiate: • Provide prior notice of intent to negotiate to each responsible bidder that submitted a bid in response to the IFB. • Provide each such bidder a reasonable opportunity to participate in the negotiations.	B2. Only request authority to negotiate when the IFB had been cancelled because: • All otherwise acceptable bids were at unreasonable prices. • Only one bid was received and the Government cannot determine that the bid is reasonable. • No responsive bid was received from a responsible bidder. • Bids were not independently prepared or were submitted in bad faith. Only awards after negotiations if the negotiated price (1) is the lowest negotiated price offered by any responsible bidder and (2) is lower than the lowest rejected bid price of a responsible bidder that had submitted a bid in response to the IFB.

UNIT 29 CANCELLING SOLICITATIONS

Part B. Cancellation of IFB After Opening

Tasks	Related Standards
3. Prepare notice of cancellation.	B3. In the notice: • Identify IFB by number and short title or subject matter • Explain reason for cancellation. • Assure bidders of opportunity to bid on resolicitation or any future such requirement When all bids are rejected, also notify each bidder that all bids were rejected and the reason for such action.
4. Send notice to all bidders.	
5. Record cancellation of IFB.	

UNIT 29 CANCELLING SOLICITATIONS

Part C. Cancellation of RFP.

Tasks	Related Standards
1. Determine whether or not to cancel (from Unit 28).	
2. Prepare notice of cancellation and document reasons in the file.	

UNIT 30 PROCESSING BIDS

(Blueprint 17.1 — 3/18/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	1. Receive and control bids. 2. Open, read, record, and abstract bids.
Conditions	Given an IFB and sample bids
Overall Standard(s)	All bids kept secure. Open and correctly abstract the bid no earlier than the opening date and time.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 30 PROCESSING BIDS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 30 PROCESSING BIDS

Policies

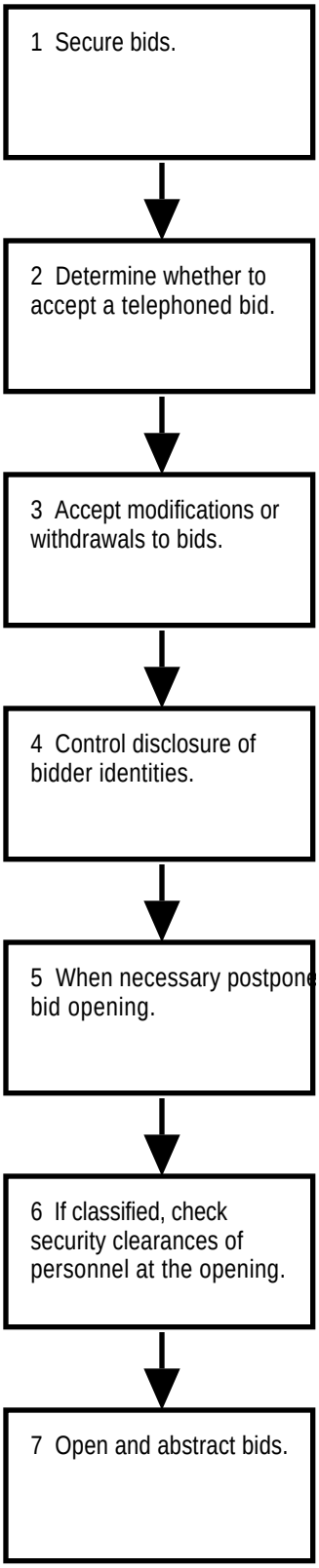
FAR	*Agency Suppl.*	*Subject*
7.306(a)(1)		Opening the Government sealed cost-comparison form.
14.204		Records of bids.
14.302		Bid submission.
14.303		Modification or withdrawal of bids.
14.401		Receipt and safeguarding of bids.
14.402		Opening bids.
14.403		Recording of bids.
14.404-4		Restrictions on disclosure of descriptive literature.
52.214-5		Submission of bids.

Other KSA's

1. Knowledge of contract law on matters related to agreement , including such issues as revocation of offers by offerors (from Business Law).

Other Policies and References (Annotate As Necessary):

PROCESSING BIDS



UNIT 30 PROCESSING BIDS

Tasks	Related Standards
1. Secure bids/or modification to bids in a locked box or safe.	1. Safeguard all bids and/or bid related documents. If a bid was opened by mistake or was obtained to determine the name of the bidder or the solicitation to which it applies: • Require the opener to sign the envelope and record his/her position title. • Record on the envelope an explanation for the opening, the date and time opened, the IFB number, and the signature of the designated official.
2. Determine whether to accept a telephoned bid.	2. Only accept such a bid under the conditions prescribed in FAR 14.302.
3. Accept modifications or withdrawals to bids.	3. Only accept such modifications of withdrawals prior to the exact time set for the opening of bids. Handle telephoned, facsimiled, or telegraphed modifications or withdrawals as prescribed in FAR 14.303.[1]
4. Prior to opening, control information concerning bidder identity.	4. Such information is provided only on a "need to know" basis to other Government employees and with assurance that they will not disclose the information.
5. When necessary postpone bid opening.	5. Postpone under the conditions described in FAR 14.402-3. Follow the procedures of that FAR provision to effect the postponement.
6. If the bid is classified, ensure that all bidder's representatives at the opening have an appropriate security clearance and close the door on the general public.	

[1]FAC 84-53

Tasks	Related Standards
7. Open the bid on the designated date and time and abstract unclassified bids on the SF 1409 or equivalent agency form.	7. Comply with the instructions in FAR 14.402 and 14.403. Do not disclose descriptive literature if the bidder has imposed a restriction on public disclosure (but see 14.404-4). If the sealed bidding involves a cost comparison under OMB Circular A-76, comply with the rules in FAR 7.306(a)(1). In the abstract, include a roster of the bidders' representatives.

UNIT 31 BID ACCEPTANCE PERIODS

(Blueprint 17.2 — 3/18/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Request time extensions of bid expiration dates.
Conditions	Given an IFB and the bids.
Overall Standard(s)	When the Government encounters administrative difficulties that would delay award beyond bidders' acceptance periods, provide bidders who submitted the lowest unexpired bids an opportunity to keep their bids valid through the procurement process up to award.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 31 BID ACCEPTANCE PERIODS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 31 BID ACCEPTANCE PERIODS

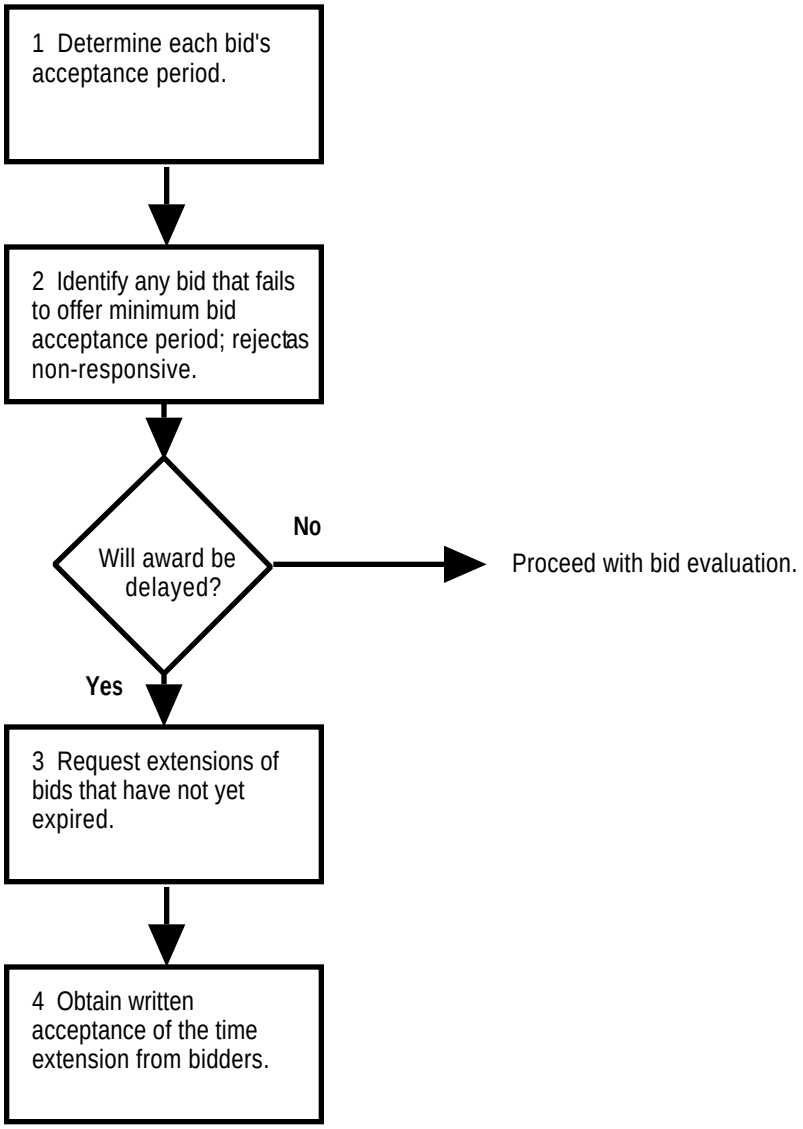
Policies

FAR	*Agency Suppl.*	*Subject*
14.404-1(d)		Extension of bid acceptance times.
52.214-10(d) 52.215-16(e)		Offer results in a binding contract if accepted by the Government within the time for acceptance specified in the bid.
52.214-15 52.214-16		Provisions that establish a mandatory minimum period for accepting bids.

Other KSA's

Other Policies and References (Annotate As Necessary):

BID ACCEPTANCE PERIODS



UNIT 31 BID ACCEPTANCE PERIODS

Tasks	Related Standards
1. Determine each bid's acceptance period	
2. Identify any bid that fails to offer the minimum bid acceptance period (if any) and reject each such bid as non-responsive (if such a period has been specified).	2. Correctly identifies all bids that are non-responsive in terms of the bid acceptance period (if any) established in the IFB.
3. If award will be delayed, request extensions of bids that have not yet expired.	3. Before their bids expire, ask the several lowest bidders (irrespective of the acceptance periods in the bids) to extend in writing the bid acceptance period. Where necessary, also requests that consent by sought from any sureties. Do not use this authority, however, in violation of the "firm bid" rule.[1]
4. Obtain written acceptance of the time extension from bidders.	

[1]If, for example, in completing the provision at FAR 15.214-15 (or block 12 of SF33), a bidder has offered a bid acceptance period of less than 60 days while a second low bidder has offered the standard 60 period, you may not ask the first bidder to extend its acceptance period. See 42 Comp. Gen. 604 and 53 Comp. Gen. 775. See also Comp. Gen. Dec. B-208451, 83-1 CPD ¶204 (1983).

UNIT 31 BID ACCEPTANCE PERIODS

Tasks	Related Standards

UNIT 32 LATE OFFERS

(Blueprint 17.3 — 3/18/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Determine which late offers, if any, can be considered for award.
Conditions	Given a solicitation specifying a due date and time for receipt of offers and several late offers
Overall Standard(s)	Decisions strictly comply with FAR 14.304 and 15.412 on the administration of late offers.

Evaluator

_____
Name

_____
Title

_____
Date

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 32 LATE OFFERS

Policies

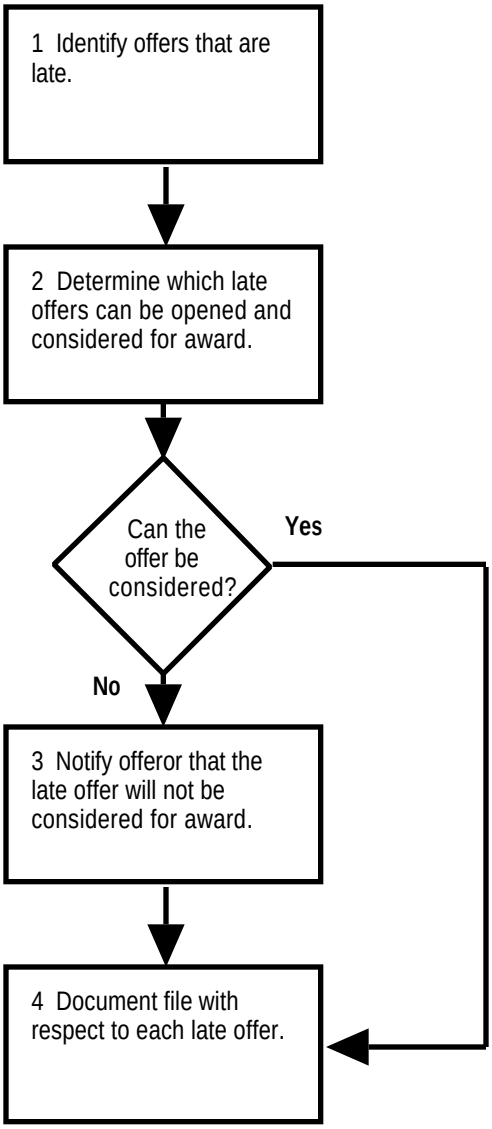
FAR	*Agency Suppl.*	*Subject*
14.304		Late bids, late modifications of bids, or late withdrawal of bids.
15.412		Late proposals and modifications.
52.214-7		Late submissions, modifications, and withdrawals of offers.
52.215-10		Late submissions, modifications, and withdrawals of offers.

Other KSA's

1. Knowledge of the definition of late offer or modification and acceptable evidence for establishing the date of mailing or receipt of offer.

Other Policies and References (Annotate As Necessary):

LATE OFFERS


1 Identify offers that are late.
2 Determine which late offers can be opened and considered for award.
Can the offer be considered?
Yes
No
3 Notify offeror that the late offer will not be considered for award.
4 Document file with respect to each late offer.

UNIT 32 LATE OFFERS

Tasks	Related Standards
1. Identify all offers (including modifications to offers) which are received in the designated Government office after the exact time specified in the solicitation.	
2. Determine which late offers can be opened and considered for award. • If sent by registered or certified mail, the only acceptable evidence of the mailing date is a U.S. or Canadian Post Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. • If neither postmark shows a legible date, then it is late. • Only acceptable evidence of time of receipt at the Government installation is the time/date stamp on the bid wrapper or other documentary evidence maintained by the installation. • If sent by U.S. Postal Service Express Mail Next Day Service, the only acceptable evidence of the mailing date is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service.	2. Open and consider late offers only if received before an award has been made and: • Offer had been sent by registered or certified mail not later than 5 calendar days before the offer receipt date, or • Offer was sent by mail (or facsimile or telegram, if authorized) and was late only because of Government mishandling after receipt at the Government installation, or • The offer had been sent to a contracting office in the U.S. or Canada by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee not later than 5:00 PM at the place of mailing 2 working days prior to the date specified for receipt of offers.[1] Late modification of an otherwise successful offer may be considered at any time, if the modification would be more favorable to the Government. For RFPs only, a late proposal can be considered if it is the only proposal received (FAR 52.215-10(a)(3)). Open other late offers only if necessary to identify the offeror; otherwise, leave late offers unopened until after award.
3. Notify offeror that the late offer will not be considered for award.	3. When the late offer had been sent through the U.S. or Canadian Postal Services (by registered, certified, or Express Mail Next Day Service) and has arrived prior to award, send the notice at FAR 14.304-2.[2]
4. Document file with respect to each late offer. • Retain late offer • Return only the bid bonds or guarantees (if any)	4. As a minimum, provide: • Date and hour of mailing, filing or delivery. • Date and hour of receipt. • Determination, with supporting facts, of whether or not considered for award. • Description of late offer's disposition. • Envelope, wrapper, and/or other evidence of date of the submission.

[1]FAC 84-53
[2]FAC 84-53

UNIT 32 LATE OFFERS

Tasks	Related Standards

UNIT 33 BID PRICES

(Blueprint 17.4 — 3/18/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Calculate the evaluated price for each bid and determine whether the lowest price is reasonable.
Conditions	Given an IFB and bids with one or more of the following: • Economic price adjustments • Transportation cost • Options • Other price-related factors
Overall Standard(s)	Consider all price-related factors and accurately calculates evaluated prices. Identify all comparative data, select the best price comparison and analysis techniques for the procurement, and accurately adjust the data for equitable comparison with bids. Correctly determine whether the lowest evaluated bid is reasonable.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 33 BID PRICES

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 33 BID PRICES

Policies

FAR	*Agency Suppl.*	*Subject*
14.201-8		Price-Related Factors[1]
14.404-2(f)-(g)		Rejection of bids unreasonable as to price.[2]
14.407-2		Reasonableness of price; use of price analysis techniques in §15.805-2.
14.407-3		Prompt payment discounts.
14.407-4		Economic price adjustments.
14.407-6 19.202-3 20.104(f) 52.220-1		Equal low bids.
15.605(f) 52.214-22		Factoring in the additional administrative costs of multiple awards.
15.814		Unbalanced offers.[3]
17.206		Evaluating options. See also FAR 52.217-3 through 52.217-5.
19.202-6		Determination of fair market prices.
25.1 and 25.4		Buy American Act, as qualified by the Trade Agreements Act.
47.306		Transportation factors. See also FAR 52.247-45 through 51 and 52.247-56
52.214-10		Use of price related factors in making award.

Other KSA's

1. Knowledge of common strategies used by business entities to price their goods and services, including goals (e.g., profit maximization, market-share, market skimming, current revenue, target-profit pricing and promotional pricing) and bases (e.g., cost, demand, or competition) (from Marketing).

2. Knowledge of mathematical techniques for (1) adjusting prices for comparison and (2) estimating a fair and reasonable price (from Quantitative Methods).

3. Knowledge of the fundamentals of supply and demand (e.g., mechanics of individual prices; economic choices; demand, supply, and market prices, and elasticity of demand) (from Economics).

4. Knowledge of logistic support requirements (e.g., technical documentation, supplies, spares and component provisioning, and support facilities), as potential price-related factors (from Industrial Management).

5. Knowledge of price-related factors that typically apply in sealed bidding and skill at applying each such factor in computing evaluated prices.

6. Knowledge of typical pitfalls and errors in evaluating data on prices; knowledge of techniques for analyzing prices and the advantages and disadvantages of each; skill at applying each technique.

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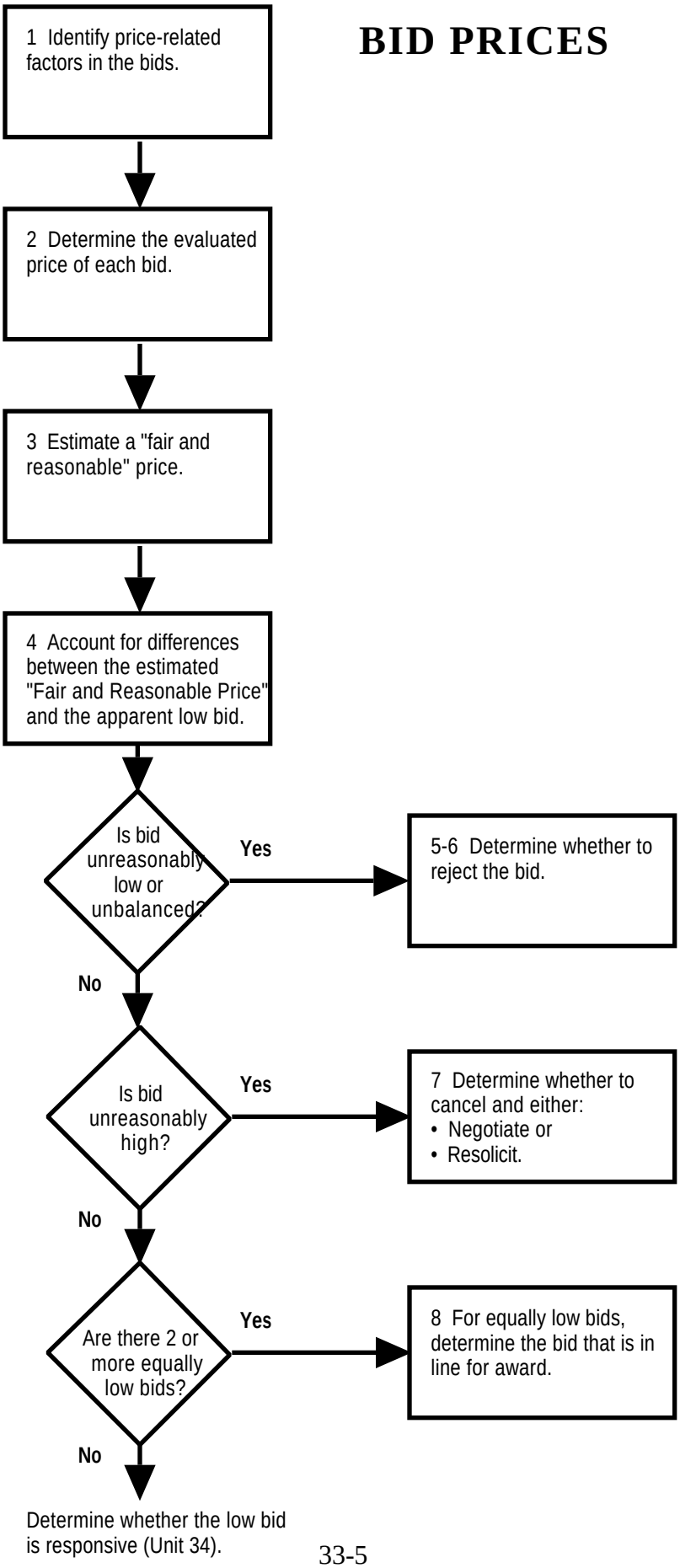
[1]Per FAC 84-58.
[2]Per FAC 84-58.
[3]Per FAC 84-58.

Other Policies and References (Annotate As Necessary):

BID PRICES


1 Identify price-related factors in the bids.
2 Determine the evaluated price of each bid.
3 Estimate a "fair and reasonable" price.
4 Account for differences between the estimated "Fair and Reasonable Price" and the apparent low bid.
Is bid unreasonably low or unbalanced?
Yes
5-6 Determine whether to reject the bid.
No
Is bid unreasonably high?
Yes
7 Determine whether to cancel and either:
• Negotiate or
• Resolicit.
No
Are there 2 or more equally low bids?
Yes
8 For equally low bids, determine the bid that is in line for award.
No
Determine whether the low bid is responsive (Unit 34).

UNIT 33 BID PRICES

Tasks	Related Standards
1. Identify price-related factors in the bids. Examples: • Multiple awards. • Maintenance, warranty protection or repair, training, installation, technical manuals, spare parts, and supplemental supplies. • Life Cycle Costing. • Assumed economic price adjustments. • Transportation costs. • Government furnished property. • Options and/or multiyear offers. • Incremental pricing or family buys/quantity discounts. • Energy conservation and efficiency criteria. • Estimated quantities. • Government furnished property.	1. Identify all factors impacting price, under FAR 14.201-8.[4]
2. Determine the *evaluated price*[5] or, when multiple awards may be made, evaluated prices of each bid. Subtasks: • Verify the bidder's computations. • Apply price-related factors (including Buy America Act criteria). • Identify the the lowest evaluated price or, if multiple awards may be made, the bids that collectively represent the lowest evaluated price for the procurement.[6]	2. Accurately compute the evaluated price or (for evaluating the possibility of multiple awards, evaluated prices) of each bid, per such policies as FAR 14.407-3 (prompt pay discounts), 14.407-4 (economic price adjustments), 15.605(f) (multiple awards); 17.206 (options); 25.1 and 25.4 (Buy American Act criteria); and 47.306 (transportation factors).

[4]Per FAC 84-58.

[5]*Evaluated Price* is the price that will actually be used in evaluating an offer against other offers. For example, the IFB may tell the offeror to submit an FOB origin price. To that price, the Contracts Specialist may add transportation costs (from freight rate specialists). The sum of price and transportation costs is the evaluated price.

[6]This subtask was previously in EO 3 of BP 17.4 in the 1989 edition of the Contract Management Training Blueprints.

Tasks	Related Standards
3. Estimate a "Fair and Reasonable Price".[7] • Select the bases for projecting a "Fair and Reasonable Price" (e.g., the bids, catalog/ market/ regulated prices, historical prices, pricing yardsticks, and the IGCE). • Select techniques for projecting the "Fair and Reasonable" Price from the selected bases (e.g., index numbers, economic trend analysis, price-volume relationships, improvement curves, CERs, and the ratio of price to estimated direct costs). • Apply the techniques.	3. Do not draw inferences about the reasonableness of the bid prices solely by comparing them against one another. Select the best bases and estimating technique(s), given the data in hand on the procurement and the market. Correctly apply selected estimating techniques. Accurately adjust historical and market pricing data for differences in time, quantity, delivery schedules, packaging, specifications and other such factors to be comparable with proposed prices. Do not project a "fair and reasonable price" from a past price unless that price was reasonable. When projecting from a prior price, correctly account for the impact of changes in the general level of business in the industry.[8]
4. Account for any significant difference between the estimated "Fair and Reasonable Price" and the apparent low bid.[9] Potential reasons: • Unexpectedly high bid resulting from vendor collusion, defective specifications, other contract terms, changes in market conditions, or inadequate competition. • Unexpectedly low bid resulting from a vendor's edge in efficiency or technology. • Unexpectedly low bid resulting from vendor's "buy-in" pricing. • Unexpectedly low bid resulting from vendor mistakes, improper wage rates, or other responsibility deficiencies.	4. Given the facts in hand from market research and from acquisition histories, correctly explain any significant differences between the "Fair and Reasonable Price" and the lowest evaluated bid(s).

[7]The "Fair and Reasonable" Price is the price that we should expect to pay, given data on historical prices, current market prices, yardsticks, etc. Also referred to as the "should pay" price.
[8]FAC 90-3.
[9]This is a new EO, relative to the 1989 version of Blueprint 17.4.

Tasks	Related Standards
5. Determine the need to verify the low bid per the procedures in Unit 45.[10]	5. Verify bids which appear to be unreasonably low (i.e., "so out of line with the amounts of other bids received or with the amount estimated by the agency or determined by the Contracting Officer to be reasonable or if there are other indications of error so clear, as to reasonably justify the conclusion that acceptance of the bid would be unfair to the bidder or to other bona fide bidders"). If the bidder cannot verify the reasonableness of the bid, reject the bid (whether or not the bidder alleges a mistake).
6. Identify unbalanced bids and determine whether to reject any such bid.[11]	6. Correctly identifies bids that are mathematically and also materially unbalanced.
7. Determine whether to cancel the IFB (per the procedures in Unit 29) and either: • Negotiate, or • Resolicit.	7. Cancel if: • The IFB did not provide for consideration of all factors affecting price, such as the cost of transporting Government furnished property to bidder's plants, • Bids indicate needs can be met by a less expensive and different item than solicited, • All otherwise acceptable bids received are at unreasonable prices, or • Only one bid is received and its reasonableness cannot be determined.[12] Negotiate only when funds are available and the costs (in time and money) of resoliciting outweigh any potential benefit (e.g., when market research confirms that resoliciting is not likely to attract new competitors or otherwise result in a different outcome). When resoliciting, identify the causes of unreasonable prices and rework the IFB to overcome them, through such means as: • Changing scope. • Removing goldplating. • Breaking out separate line items and obtaining separate bids on each. • Changing the method of procurement.
8. For equally low bids, determine the bid that is in line for award.	8. Comply with procedures in FAR 14.407-6, 19.202-3, and 20.104(f) to break the tie.

[10]This is a new EO, relative to the 1989 version of Blueprint 17.4.
[11]FAC 84-58.
[12]These are "price-related" reasons for cancelling. Other reasons for cancelling are identified in Unit 29.

UNIT 34 RESPONSIVENESS

(Blueprint 17.5 — 3/18/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Determine responsiveness to the IFB.
Conditions	Given an IFB and sample bids.
Overall Standard(s)	The apparent low bid complies in all material aspects with the IFB; all minor informalities/irregularities are corrected or waived.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 34 RESPONSIVENESS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 34 RESPONSIVENESS

Policies

FAR	*Agency Suppl.*	*Subject*
3.103-2		Evaluating the Certificate of Independent Price Determination.
3.405		Reviewing the Contingent Fee Representation and Agreement.
8.203-2		Jewel bearing certification.
14.103-2		Award only to responsive bids.
14.202-4		Bid samples.
14.202-5 14.404-4		Descriptive literature.
14.301		Responsiveness of bids.
14.404-2		Rejection of individual bids.
14.404-5		All or none qualifications may be considered responsive.
14-405		Minor informalities or irregularities in bids.
28.101-4		Noncompliance with a bid guarantee requirement.
52.203-2		Certificate of Independent Price Determination.
52.203-4		Contingent Fee Representation and Agreement.
52.214-10		Award
52.214-12		Preparation of bids.
52.214-17		Affiliated bidders.
52.214-20		Bid samples.
52.214-21		Descriptive literature.
52.222-19		Walsh-Healy Public Contracts Act Representation.
52. 222-21		Certification of nonsegregated facilities.
52.222-22		Previous contracts and compliance reports.
52. 222-25		Affirmative action compliance.
52.223-1		Clean air and water certification.
52.223-4		Recovered material certification.
52.225-1		Buy American certificate.
52.225-6		Balance of Payments program certificate.
52.225-8		Buy American/Trade Agreements/Balance of Payments certificate
52.232-14 52.232-15		Rejection of bids as nonresponsive if conditioned upon progress payments.

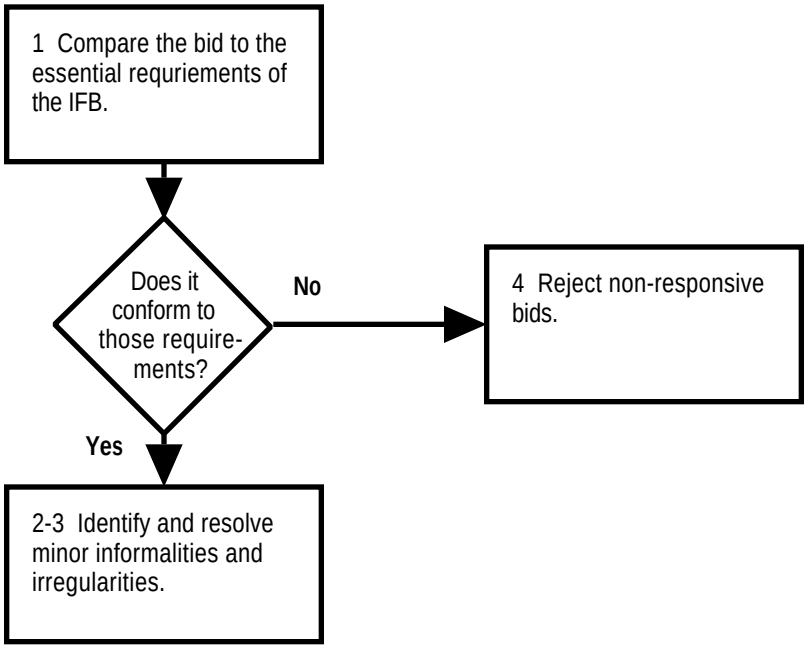
Other KSA's

1. Knowledge of law regarding offers, including requirements with respect to contractual intention and definiteness and for rejection of offers; knowledge of law regarding the nature, creation, and termination of corporations (e.g., mergers, takeovers, and transfer of assets) in the context of applying FAR §14.404-2(k) (from Business Law).

2. Knowledge of holding companies, mergers, and consolidations in the context of applying FAR §14.404-2(k) (from Business Finance).

Other Policies and References (Annotate As Necessary):

RESPONSIVENESS



UNIT 34 RESPONSIVENESS

Tasks	Related Standards
1. Determine whether the bid conforms to the essential requirements of the IFB.	1. Correctly identify all material defects in bids and all material variations from the IFB's requirements. Only accept a bid as responsive which: • Conforms to applicable specifications, based in part on a technical review of bid samples and/or descriptive literature (if any). • Conforms to the delivery schedule. • Does not impose conditions that would modify the IFB's requirements or limit the bidder's liability to the Government. • Includes the required Bid Guarantee (but see FAR 28.101-4 on conditions under which non-compliance may not necessitate rejection of the bid). • Has been submitted by a bidder whose assets (in whole or that part related to the bid) have not been transferred to another party after bid opening but prior to award (unless the transfer is effected by merger, operation of law, or other means not barred by 41 U.S.C. 15 or 31 U.S.C. 3727).
2. Identify minor informalities and irregularities. Examples: • Failure to provide the required number of copies of signed bids. • Failure to furnish required information on the number of employees. • Failure to sign the bid if accompanied by other material indicating the bidder's intention to be bound by the unsigned bid (e.g., submission of a bid guarantee or a letter signed by the bidder, with the bid, referring to and clearly identifying the bid itself). • Failure to acknowledge receipt of an amendment, but only if the bid clearly indicates that the bidder received the amendment (e.g., the amendment added a line item on which the bidder submitted a bid) or the amendment involves only a matter of form or has a negligible effect (if any) on price, quantity, quality, or delivery. • Failure to furnish affidavits concerning parent company and affiliates (if required). • Failure to execute certifications with respect to Jewel Bearings, Equal Opportunity and Affirmative Action Programs, Previous Contracts and Compliance Reports, and Affirmative Action Compliance. (where required)	2. Identify all minor informalities and irregularities. By definition, a minor informality or irregularity is one that is merely a matter of form rather than substance. It also pertains to some immaterial defect in a bid or variation from the IFB's requirements that can be corrected or waived without prejudice to other bidders. A defect or variation is immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired.

UNIT 34 RESPONSIVENESS

Tasks	Related Standards
3. Provide the bidder with an opportunity to cure any deficiency resulting from a minor informality or irregularity or waive it.	
4. Reject non-responsive bids.	

UNIT 35 PROCESSING PROPOSALS

(Blueprint20.1 — 3/18/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	1. Safeguard, open, and record proposals. 2. Identify variances from the RFP's terms and conditions. 3. Select reviewers and assign responsibility for analyzing the proposals.
Conditions	Given an RFP and the offers.
Overall Standard(s)	Correctly identify all potential areas of discussion (i.e., variances from the RFP's terms and conditions). Correctly distinguish "minor irregularities and informalities" from differences requiring discussion.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 35 PROCESSING PROPOSALS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 35 PROCESSING PROPOSALS

Policies

FAR	*Agency Suppl.*	*Subject*
3.103		Independent pricing.
3.104		Safeguarding source selection and proprietary information.
3.405		Contingent fee representation.
14.401 15.411		Receipt of proposals.
15.412		Late proposals.
15.413		Disclosure and use of information before award.
15.805-1(a)		Selection of personnel to review and advise on proposals.
25.405		Requirement to open offers in the presence of an impartial witness when the Trade Agreement Act applies.
52.203-2 and 203-4		Certificates of independent pricing and contingent fee representation.
52.215-9		Submission of offers.
52.215-13		Preparation of offers.
52.215-16		Contract award.
52.217-17		Telegraphic proposals.

Other KSA's

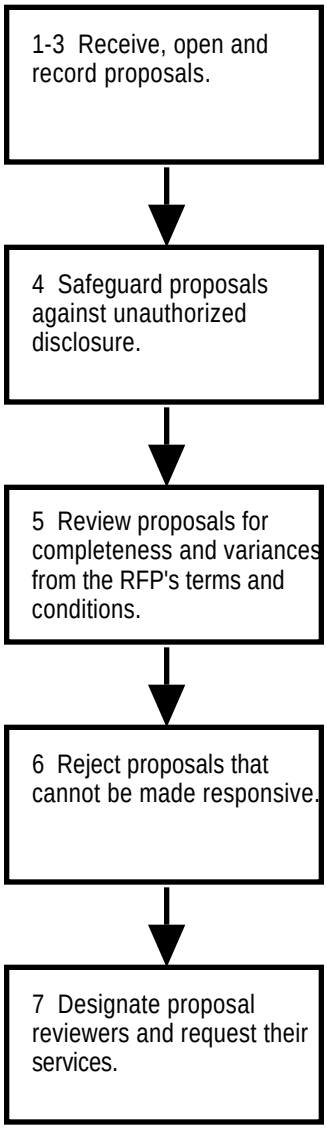
1. Knowledge of representations, certifications and other data typically required of offerors as part of their proposals.

2. Skill at distinguishing minor irregularities from issues that should not be discussed with the offerors prior to negotiations.

3. Skill in dealing with offerors' questions on the status of the proposal - good judgement and discretion, applying a knowledge of what offerors can properly be told or not told at this point in process.

Other Policies and References (Annotate As Necessary):

PROCESSING PROPOSALS



UNIT 35 PROCESSING PROPOSALS

Tasks	Related Standards
1. Mark proposals with date and time of receipt.	
2. Identify and determine allowability of late proposals (See Unit 32).	
3. Open and record proposals.	
4. Safeguard proposals, other proprietary information, and source selection information against unauthorized disclosure (to the public or anyone in Government not having a legitimate interest).	4. Comply with FAR 3.104, 15.411, and 15.413 in safeguarding information on:[1] • Source selection and technical evaluation plans. • Number and identity of offerors. • Information contained in the proposals. • A restriction placed on disclosure and use of data by an offeror. • Field pricing reports and audits. • Cost or price evaluations of proposals. • Technical evaluations. • Competitive range determinations. • Rankings of proposals or competitors. • Reports and evaluations of source selection panels, boards or advisory councils. • Other proprietary and source selection information.
5. Review proposal for completeness: • Identify minor irregularities and informalities and contact offeror to clarify. • Identify substantive differences between the RFP and the proposals' terms and conditions that need discussion. • Identify inconsistencies and errors of quantitative or other reasoning in proposals.	5. Correctly identify all variances from RFP's terms and conditions. Correctly distinguish "minor irregularities and informalities" from differences requiring discussion.

[1]FACs 84-47 and 84-60.

Tasks	Related Standards
6. Reject proposals that cannot be made responsive. Examples: • Collusion per FAR 3.103. • Refusal by the contractor to furnish the contingent fee representation per FAR 3.405.	
7. Identify specialists (if any) to participate in reviewing the proposals and request their services. • Technical per Unit 36. • Audit per Unit 39. • Legal. • Contract administration. • Contract pricing. • Financial. • Packaging. • Quality control. • Engineering traffic management. • Other.	7. Comply with FAR 3.104 and 15.413 in disclosing source selection and proprietary information to the specialists.[2]

[2]FAC 84-47.

UNIT 36 TECHNICAL EVALUATION

(Blueprint 20.2 — 2/25/93)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	1. Develop and communicate guidance to technical evaluators. 2. Analyze technical evaluation reports. 3. When awarding on "best value", obtain ratings or scoring of technical evaluation factors (if any).[1]
Conditions	Given the RFP, technical proposals, and information on the technical characteristics of supplies or services being procured.
Overall Standard(s)	Provide technical evaluators with complete and correct instructions on evaluating technical proposals. The findings and recommendations of the technical evaluators, after review of the technical evaluation memorandum and followup discussions with the evaluators, provide sufficient data to: • Determine the need for fact finding. • Determine the need for amending or cancelling the RFP. • Present and support negotiation objectives (i.e. areas of discussion). • Support the Contracting Officer's determination of the competitive range. • Provide constructive information to offerors regarding their technical proposals after award. When awarding on "best value", evaluator ratings or scoring of technical proposals are reliable and, in terms of the RFP's evaluation factors, valid.

[1]Duties and standards reworded for the 2nd edition.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 36 TECHNICAL EVALUATION

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 36 TECHNICAL EVALUATION

Policies

FAR	*Agency Suppl.*	*Subject*
3.104		Procurement integrity.
15.608(a)(2)		Technical evaluation.
15.805-4		Technical analysis.

Other KSA's

1. Knowledge of organization and management.

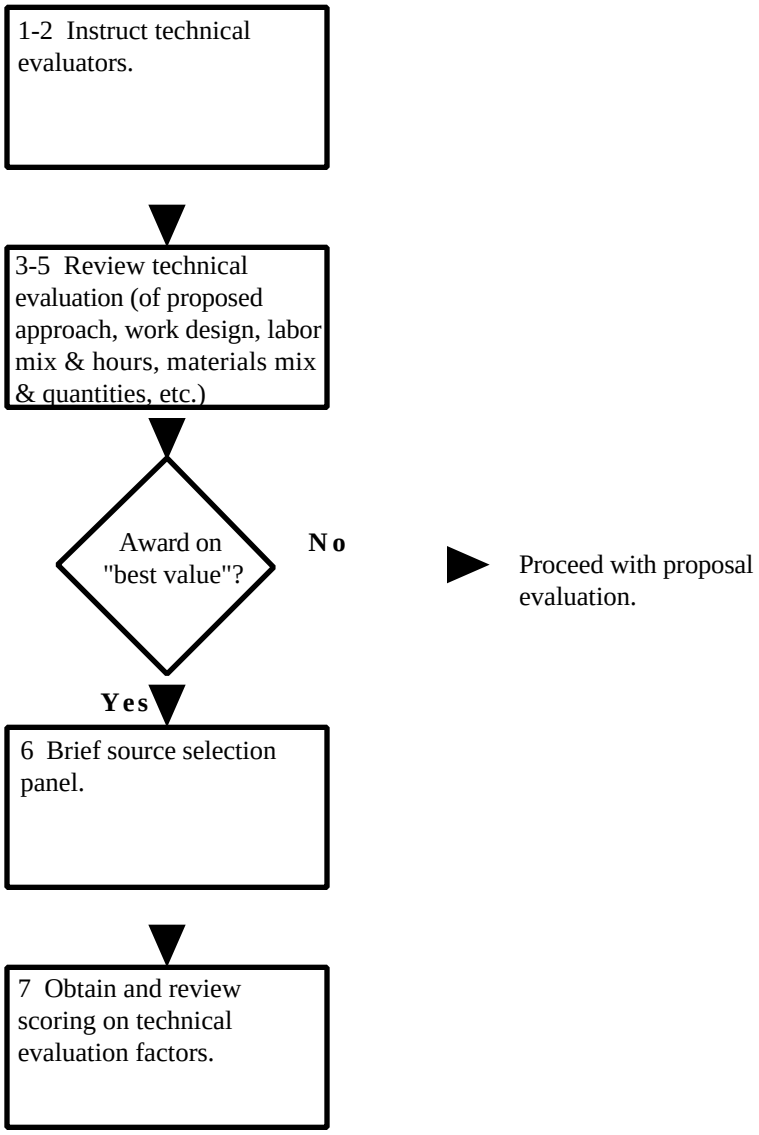
2. Knowledge of basic principles for evaluating proposals established in Comptroller General decisions and other case law. Example:

- While procuring agencies have broad discretion in determining the evaluation plan they will use, they do not have the discretion to announce in the solicitation that one plan will be used and then follow another in the evaluation. Once offerors are informed of the criteria against which their proposals will be evaluated, the agency must adhere to those criteria or inform all offerors of any significant changes made in the evaluation schedule. Greenebaum and Rose Assocs., B-227807, Aug. 31, 1987, 87-2 CPD P 212. (B-236603.2 , Matter of: Gracon Corporation—Request for Reconsideration, May 24, 1990.)[1]

Other Policies and References (Annotate As Necessary):

[1]Other examples now appear in Unit 16.

TECHNICAL EVALUATION



UNIT 36 TECHNICAL EVALUATION

Tasks	Related Standards
1. Separate cost and technical proposals.	1. Enclose no information on costs with the technical proposal.
2. Prepare memo to the technical evaluator(s). Request: • A determination of each proposal's technical acceptability: - Acceptable - Reasonably susceptible of being made acceptable - Unacceptable. • Reporting of specific deficiencies in the technical proposal.[1] • Analysis of proposed labor mix and hours, material mix and quantities, proposed special tooling and facilities, proposed scrap and spoilage factors, tasks, schedule, and other such data for cost or price analysis. • Consideration of any need for factfinding to clarify offerors' proposals and, if necessary, specifics on what must be asked of the offeror. • Consideration of any need to amend the RFP, and, if necessary, the nature of any such amendment. • Signature of the evaluator's head (and any other signatures required by agency policy) on summary evaluation report.	2. Request memorandum should be clear and enumerate all responsibilities of evaluator(s) and concerns of the contracting officer including those listed in FAR 15.805-4. (Upon receipt of Best And Final Offers, a supplemental report may be requested on revised technical proposals). Request factual support for all determinations and conclusions. Base determinations of technical acceptability solely on provisions and clauses in the RFP (including the statement of work, any special standards of responsibility, and/or technical factors for evaluating acceptability).
3. Review the technical evaluation report(s). • Determination of acceptability • Major strengths and/or deficiencies; factual basis of determination. • Position on proposed labor mix and hours, material mix and quantities, proposed special tooling and facilities, proposed scrap and spoilage factors, tasks, schedule, and other such factors that affect the cost of performance. • The need for factfinding or to amend the RFP.	3. Identify data on proposed labor mix and hours, material mix and quantities, tasks or schedules that are inconsistent with the offeror's proposals, audit reports, or data from other sources. The report, as prepared by the technical evaluators after follow-on questions and input from the Contract Specialist, should be complete and well documented. Technical determinations on deficiencies and acceptability should be validly and consistently derived from the SOW. The report should include all factual data necessary to sustain a finding of unacceptability.

[1] Tasks 2, 3, 4, 6, and 7 were changed for the 2nd edition.

Tasks	Related Standards
4. Contact technical evaluator(s) to ask any follow-up questions to the report.	
5. Obtain from technical personnel any recommended technical negotiation objectives to better meet the Government's minimum need.	5. Obtain sufficient factual data to establish and support negotiation objectives. Identify recommended technical objectives that go beyond the Government's minimum need or would represent "technical leveling."
6. Brief source selection board. • Stress adherence to RFP evaluation factors. • No contact with any offerors or on-site visits unless approved by the contracting officer. • Necessity to safeguard source selection and proprietary information. • Provide additional instructions to technical evaluators on analyzing the technical proposal per Task 2.	6. Thoroughly and correctly answer all questions from source selection participants on the evaluation process. Instructions for analyzing the technical proposal also comply with the standard for Task 2.
7. Obtain and critique reports on the technical and/or business proposal. • Evaluations of deficiencies in the proposal and its acceptability, related issues for factfinding, recommended negotiation objectives, and recommendations (if any) for amending the RFP (per Tasks 3-5). • Ratings/scoring on technical evaluation factors (including any business management factors) and supporting documentation per FAR 15.608(a)(2).	7. Evaluations of technical proposals meet the standards for Tasks 3-5. Ratings or scoring must be based solely on RFP evaluation factors and the agreed upon methodology from Unit 16. Ratings or scoring should be reliable and valid. Proposals should not be rated or scored against each other. To support the ratings or scoring, obtain the following documentation from the participants: • Basis for evaluation. • Analysis of the proposal's strengths and weaknesses against each technical evaluation factor. • A summary, matrix, or quantitative rating or score of each technical proposal in relation to the best possible score. • Summary of findings.

UNIT 37 PRICE OBJECTIVES

(Blueprint 21)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty

Reach decisions on:

- Prenegotiation positions on price.
- Whether there is a need to cancel and resolicit (see Unit 29).
- Whether there is a need for factfinding to (see Unit 43).
- Whether there is a need for cost data (see Unit 40).
- Whether there is a need to negotiate.

Conditions

Given RFPs, proposals, technical data, purchase requests, Government independent cost estimates, market data, and acquisition histories

Overall Standard(s)

Consider all price-related factors and accurately calculate evaluated prices. Identify all comparative data, select techniques for comparison, and accurately adjust the data for equitable comparison with proposed prices. Correctly determine when additional factfinding or cost data are necessary to develop negotiation objectives. Logically derive price negotiation objectives and competitive range determinations from available pricing data. Correctly determine when discussions are not necessary to obtain a reasonable price that meets (or is lower than) the Government's best case price negotiation objective.

Price each contract separately and independently, without regard for proposed price reductions on other contracts or losses or profits realized or anticipated under other contracts. Include no amount for any specified contingency if the contract provides for price adjustment based on the occurrence of that contingency.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 37 PRICE OBJECTIVES

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 37 PRICE OBJECTIVES

Policies

FAR	*Agency Suppl.*	*Subject*
15.605(f)		Factoring in the administrative costs of multiple awards.
15.608(a)(1)		Price analysis as a basis for determining the offeror's understanding of the work and ability to perform the contract.
15.609		Price as a factor in determining the competitive range.
15.610		Need for discussions.
15.800 15.802		General policies on price, as well as cost, analysis.
15.801		Price analysis defined.
15.803 15.805-1(b)		Requirement to analyze the overall price even when analyzing proposed elements of cost.
15.803(b)		Requirement for presolicitation estimates of the value or proper price level of the item.
15.805-2		Price analysis techniques.
15.807(b)		Prenegotiation price objectives, including factfinding where necessary to establish such objectives.
15.814		Unbalanced offers.[1]
17.103-3 17.103-4		Evaluating multiyear offers.
17.206		Evaluating options.
19.202-6		Fair market pricing for small business set asides.
22.103-3		Discounting prices based on overtime and shift premiums.
25.1 25.4		Applying Buy American Act factors.
27.204		Reducing or eliminating excessive or improper royalties.
47.306		Evaluating transportation factors.
52.215-26		Integrity of unit prices.
52.215-34		Evaluation of offers for multiple awards.
52.217-3 through 5		Evaluation of options.
52.220-1		Labor surplus areas.
52.227-6 through 8		Royalties.
52.247-45		Evaluation of transportation factors (also 52.247-46, 47, 49, 50, 51, and 56).

[1]FAC 84-58.

UNIT 37 PRICE OBJECTIVES

Other KSA's

1. Knowledge of price decisions of business entities, including goals (e.g., profit maximization, market-share, market skimming, current revenue, target-profit pricing and promotional pricing) and bases (e.g., cost, demand, or competition), in terms of analyzing the reasonableness of proposed prices (from Marketing).

2. Knowledge of mathematical techniques for adjusting and comparing prices (from Quantitative Methods).

3. Knowledge of the fundamentals of supply and demand (e.g., mechanics of individual prices; economic choices; demand, supply, and market prices, and elasticity of demand), in terms of analyzing the reasonableness of proposed prices (from Economics).

4. Knowledge of logistic support requirements (e.g., technical documentation, supplies, spares and component provisioning, and support facilities), as potential price-related factors (from Industrial Management).

5. Knowledge of price-related factors that typically apply in competitive negotiations and skill at applying each such factor in computing evaluated prices.

6. Knowledge of typical pitfalls and errors in evaluating data on prices; knowledge of techniques for analyzing prices and the advantages and disadvantages of each; skill at applying each technique.

7. Skill in communicating with the requiring activity to discover the validity of the Government's price estimate and obtaining additional data to support the price position.

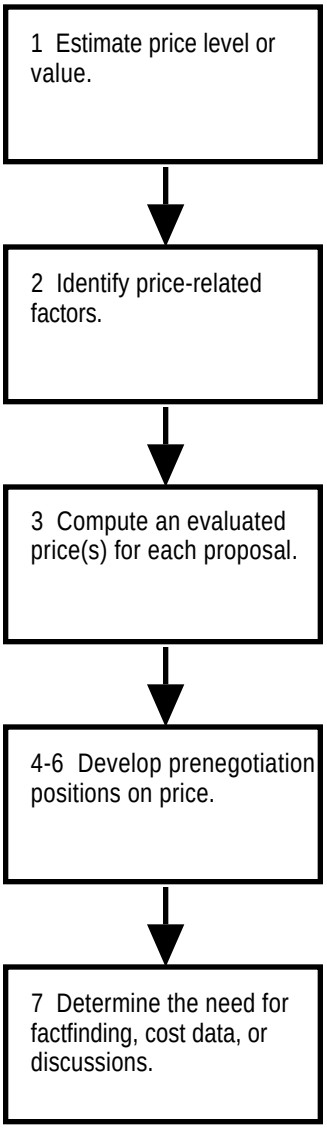
8. Knowledge of techniques for price analysis, the advantages and disadvantages of each technique, and how to apply each technique.

9. Knowledge of typical pitfalls and errors in evaluating data on prices, markets, etc.

10. Potential risks to the Government if the price is unreasonably low or high.

Other Policies and References (Annotate As Necessary):

PRICE OBJECTIVES



UNIT 37 PRICE OBJECTIVES

Tasks	Related Standards
1. Estimate the proper price level or value of the supplies or services to be purchased prior to soliciting (per FAR 15.803(b)). Subtasks:[2] • Determine whether the Independent Government Cost Estimate (IGCE) is supported by the facts and documentation provided by the requiring activity. • Identify relevant historical pricing data and data on market trends and prices (from Unit 5). • Identify factors that are likely to influence offered prices (e.g., overall levels and trends in supply and demand, market segmentation, nature and extent of competition, etc.) • Given those factors, calculate the range of probable offers.	1. Correctly calculate the probable range of prices that will be offered and key cost drivers.
2. Identify price-related factors in the proposals (see Unit 15): • Multiple awards. • Maintenance, warranty protection or repair, training, installation, technical manuals, spare parts, and supplemental supplies. • Life Cycle Costing. • Assumed Economic Price Adjustments. • Transportation. • Government furnished property. • Options and/or multiyear offers. • Incremental pricing or family buys/quantity discounts. • Energy conservation and efficiency criteria. • Estimated quantities. • Other.	
3. Determine the evaluated price or prices[3] of each offer (as in Unit 33). Subtasks: • Verifying the offeror's computations. • Applying price-related factors (including Buy America Act criteria).	3. Correctly calculate an evaluated price or (if multiple awards are possible) prices for each proposal by applying price-related factors in the RFP. To the extent that offers are premised on overtime and shift premiums, deduct said premiums from the evaluated price (per FAR 22.103-3).

[2]Relative to the 1989 edition of the Contract Management Training Blueprints, this EO has been changed to add subtasks. The standard has also been simplified.

[3]Evaluated Price is the price that will actually be used in evaluating an offer against other offers. For example, the RFP may tell the offeror to submit an FOB origin price. To that price, the Contracts Specialist may add transportation costs (from freight rate specialists). The sum of price and transportation costs is the evaluated price.

UNIT 37 PRICE OBJECTIVES

Tasks	Related Standards
4. Estimate a "Fair and Reasonable Price".[4] • Select the bases for projecting a "Fair and Reasonable Price" (e.g., the bids, catalog/ market/ regulated prices, historical prices, pricing yardsticks, and the IGCE). • Select techniques for projecting the "Fair and Reasonable" Price from the selected bases (e.g., index numbers, economic trend analysis, price-volume relationships, improvement curves, CERs, and the ratio of price to estimated direct costs). • Apply the techniques.	4. Do not draw inferences about the reasonableness of proposed prices solely by comparing them against one another. Select the best bases and estimating technique(s), given the data in hand on the procurement and the market. Correctly apply selected estimating techniques. Accurately adjust historical and market pricing data for differences in time, quantity, delivery schedules, packaging, specifications and other such factors to be comparable with proposed prices. Do not project a "fair and reasonable price" from a past price unless that price was reasonable. When projecting from a prior price, correctly account for the impact of changes in the general level of business in the industry.[5]
5. Account for any significant differences between the estimated "Fair and Reasonable Price" and offered prices.[6] Potential reasons: • Unexpectedly high prices resulting from vendor collusion, defective specifications, other contract terms, changes in market conditions, or inadequate competition. • Unexpectedly low prices resulting from a vendor's edge in efficiency or technology. • Unexpectedly low prices resulting from vendor's "buy-in" pricing. • Unexpectedly low prices resulting from vendor mistakes, improper wage rates, or other deficiencies in the proposal.	5. Given the facts in hand from market research and from acquisition histories, correctly explain any significant differences between the "Fair and Reasonable Price" and the offered prices. Identify potential tradeoffs between price and other proposed terms and conditions that could yield lower priced BAFOs. Identify other deficiencies in the offeror's pricing that merit discussion (e.g., mathematical and material imbalances).[7]
6. Establish prenegotiation positions on price (lowest reasonable price, the highest reasonable price, and the target price) and the competitive range (See Unit 42, especially for application of FAR 15.609).	6. Only award to an offer that is fair and reasonable.

[4]The "Fair and Reasonable" Price is the price that we should expect to pay, given data on historical prices, current market prices, yardsticks, etc. Also referred to as the "should pay" price. This EO combines EO's 4 & 5 from the 1989 version of Blueprint 21, as well as the standard from EO 6.
[5]FAC 90-3.
[6]This is a new EO, relative to the 1989 version of Blueprint 21.
[7]FAC 84-58.

Tasks	Related Standards
7. Make other price-related preaward decisions.[8] E.g, Determine: • The need for cancelling the RFP and resoliciting. • The need for discussions (when the solicitation provides for award without discussions). • The need for factfinding sessions. • The need for cost data (when cost data had not already been obtained under the requirements of FAR 15.804-2).	7. Cancel and resolicit when there is a strong probability of obtaining a net decrease in the acquisition's total cost to the Government.[9] Award without discussions per Unit 42 when there is no reasonable indication that the Government would obtain a net savings by holding discussions. Initiate factfinding when data are not sufficient to determine the reasonableness of a proposed price. Request cost data when pricing data are not sufficient to establish valid prenegotiation positions.

[8]Note changes in the standard relative to the standard for EO 7 from the 1989 version of Blueprint 21.
[9]See, for example, Comptroller General decisions B-235208, August 9, 1989, matter of GKS, Inc.; and B-237531, August 17, 1990, matter of Adrian Supply Company.

UNIT 38 COST AND PRICING DATA

(Blueprint 20.3 — 3/19/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	1. Determine whether certified cost/pricing data are required for the acquisition, and—if required—obtain the data along with the offeror's certification that the data are current, complete, and accurate. 2. If certified data are not required, determine the need for uncertified data and request such data from the offeror.
Conditions	Given the purchase request, market data, a solicitation and one or more proposals.
Overall Standard(s)	Obtain data necessary to verify the reasonableness of proposed prices. Correctly determine whether the data must be certified.

Evaluator

_____
Name

_____
Title

_____
Date

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 38 COST AND PRICING DATA

Policies

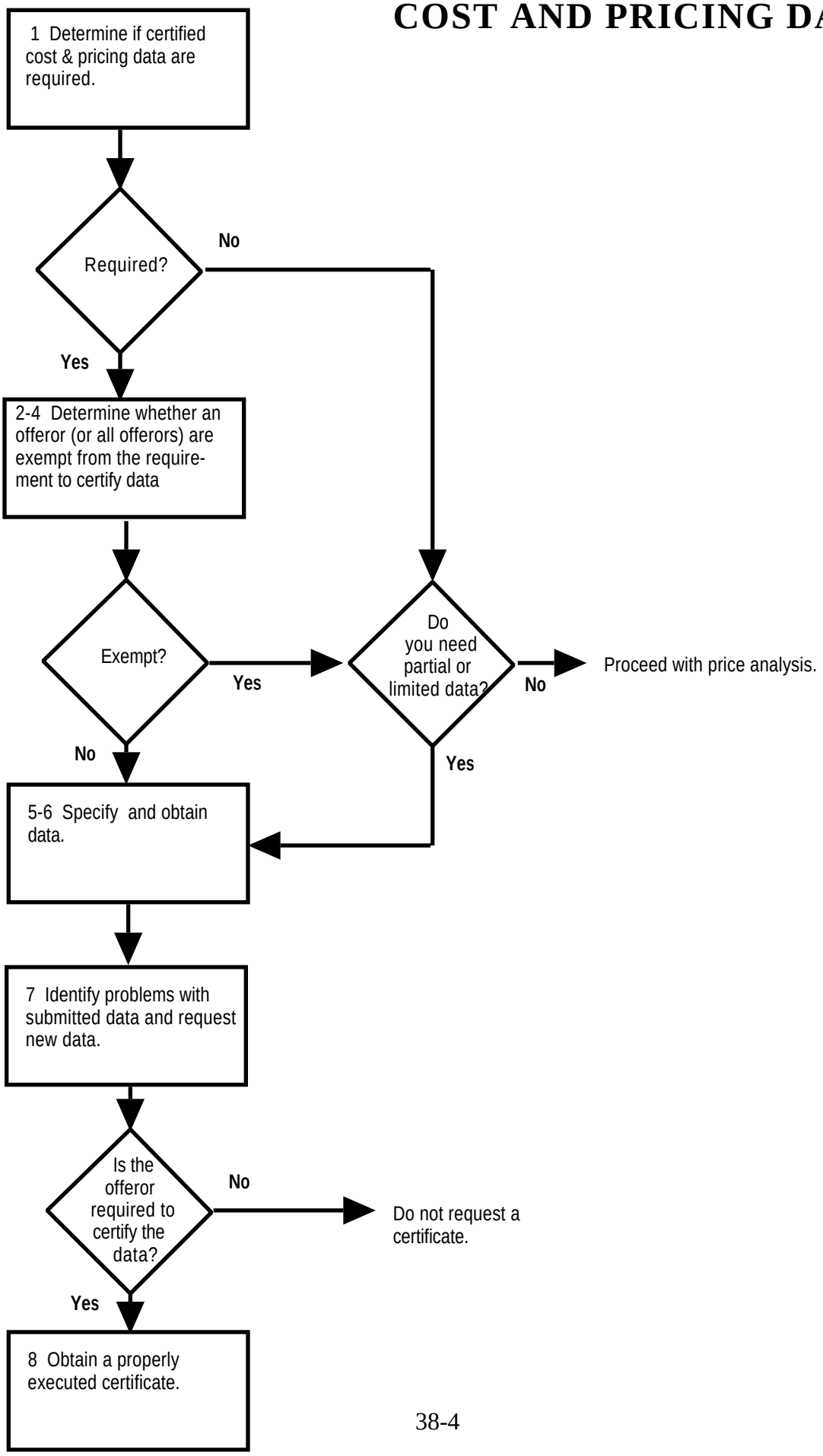
FAR	*Agency Suppl.*	*Subject*
15.804		Certificates of current cost and pricing data.
15.806		Subcontract pricing considerations.
15.813		Commercial pricing certificates.
52.215-22 through 52.215-25		Clauses related to certified cost and pricing data.
52.215-32		Certification of commercial pricing.
SF 1411		Contract Pricing Proposal Cover Sheet
SF 1412		Claim for exemption from submission of certified cost or pricing data.

1. Knowledge of ASPM, Chapter 8A, including Logic Chart 8A-1.

2. Knowledge of sources of data on market prices, market segmentation, product differentiation, and market measurement and forecasting; skill at forecasting market prices and analyzing the pricing decisions of business entities (from Marketing and Economics).

Other Policies and References (Annotate As Necessary):

COST AND PRICING DATA



UNIT 38 COST AND PRICING DATA

Tasks	Related Standards
1. Determine if **certified** cost/pricing data are required.	1. Correctly identify all negotiated contracts that require **certified** data, including:[1] • Negotiated contracts expected to exceed $100,000. • Any modification to a contract involving an aggregate price adjustment in excess of $100,000. • Subcontracts exceeding $100,000 where the higher tier is required to submit cost/pricing data. • Any modification to a subcontract involving an aggregate price adjustment in excess of $100,000. • Contracts between $25,000 and $100,000, when the contracting officer justifies in writing the requirement for certified data under the conditions specified in FAR 15.804-2(a)(2).
1.1 Determine if **certified** cost or pricing data from a prospective subcontractor must be submitted to the Government.	1.1. Correctly identify all prospective subcontracts that require **certified** data. Such data are required to support each subcontract cost estimate that is: • $1,000,000 or more, or • Both more than $100,000[2] and more than 10% of the prime contractor's proposed price, or • Necessary for adequately pricing the prime contract.
2. Determine whether the offeror is exempt from certifying cost and pricing data because the submitted price is set by law or regulation. Basis of determination: • Evidence on hand prior to the solicitation that the price is set by law or regulation. • A claim for an exemption filed by the offeror on SF 1412.	2. Correctly apply the criteria in FAR 15.804-3(d) and 15.804-3(f) to verify the exemption.

[1]Per FAC 90-10, the dollar threshold has been raised to $500,000 for contracts awarded after December 5, 1990 by the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard.
[2]Per FAC 90-10, the dollar threshold has been raised to $500,000 for subcontracts under prime contracts awarded after December 5, 1990 by the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard.

Tasks	Related Standards
3. Determine whether the offeror is exempt from certifying cost and pricing data because the submitted price is based on established catalog or market prices of commercial items sold in substantial quantities to the general public. Basis of determination: • Evidence on hand prior to the solicitation. • A claim for an exemption filed by the offeror on SF 1412.	A3. Correctly apply the criteria in FAR 15.804-3(c) and 15.804-3(f) to verify the exemption.
4. Determine whether the offeror is exempt from certifying cost and pricing data because the submitted price is based on adequate price competition.	A4. Correctly apply the criteria in FAR 15.804-3(b) to determine whether the exemption applies to the instant procurement.
5. Specify data submission requirements to the business entity. Indicate: • Whether or not cost or pricing data are required. • Whether or not certification will be required. • The form in which cost or pricing data shall be submitted.	A5. Data requests comply with FAR 15.804-6(a). Do not require certified data if an exemption applies. When an offeror does not have to provide complete cost and pricing data, require any data necessary to verify the fairness and reasonableness of prices (per FAR 15.804-3(h)).
5.1 Request partial or limited data for actions under the dollar threshold for certified data.[1] Examples: • Data on proposed direct labor and material costs for a contract modification, when indirect rates are not at issue. • Information on previous sales (prices and quantities) when a sole source vendor has offered a catalog price.	A5.1 Request partial or limited data only if: • The contracting officer has decided not to require certified data (see Task 1) AND • Partial or limited data are necessary to verify price reasonableness. Only request that data necessary to verify price reasonableness.
6. If offeror refuses to provide or certify cost/pricing data, withhold award or price adjustment and refer contract action to higher authority. Subtasks: • Obtain written waiver from agency head provided product or service is a priority requirement and supplier is only feasible source. • Negotiate with alternate source.	

[1]Added in 2nd. edition.

Tasks	Related Standards
7. Identify any data which are inaccurate, incomplete, or noncurrent and obtain new data. Subtasks: • Request that auditors verify data provided by the contractor (see Unit 39). • Doublecheck contractor's data during price and/or cost analysis (see Units 37 and 40). • Question suspect data during discussions (see Units 43-45). • Require submission of corrected data or make allowance for incorrect data.	A7. Accurately verify that the offeror has complied with all data submission instructions. For data that must be certified, accurately verify that the offeror has submitted a complete and internally consistent SF 1411. Data, as submitted, must satisfy the instructions and format of Table 15-2 in FAR Part 15.
8. Obtain from offeror (including proposed sub-contractor, if appropriate) a properly executed "Certificate of Current Cost or Pricing Data."	A8. Certification should be executed as of the date of final agreement on price. The certificate must conform to FAR 15.804-4.

UNIT 39 AUDITS

(Blueprint 20.4 — 3/19/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Obtain data from auditors.
Conditions	Given a copy of the proposal, market data, acquisition histories, and the RFP.
Overall Standard(s)	Request data from auditors when necessary to establish price, cost, and/or profit negotiation objectives. Audit findings and recommendations, after review of the audit report and further discussions with the auditors, provide all accounting data necessary to establish the negotiation objectives.

Evaluator

_____
Name

_____
Title

_____
Date

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 39 AUDITS

Policies

FAR	*Agency Suppl.*	*Subject*
15.805-5		Field pricing support.
15.806-3		Field pricing support for analysis of subcontractor proposals.
52.214-26		Audit—sealed bidding.
15.215-2		Audit—negotiation.

Other KSA's

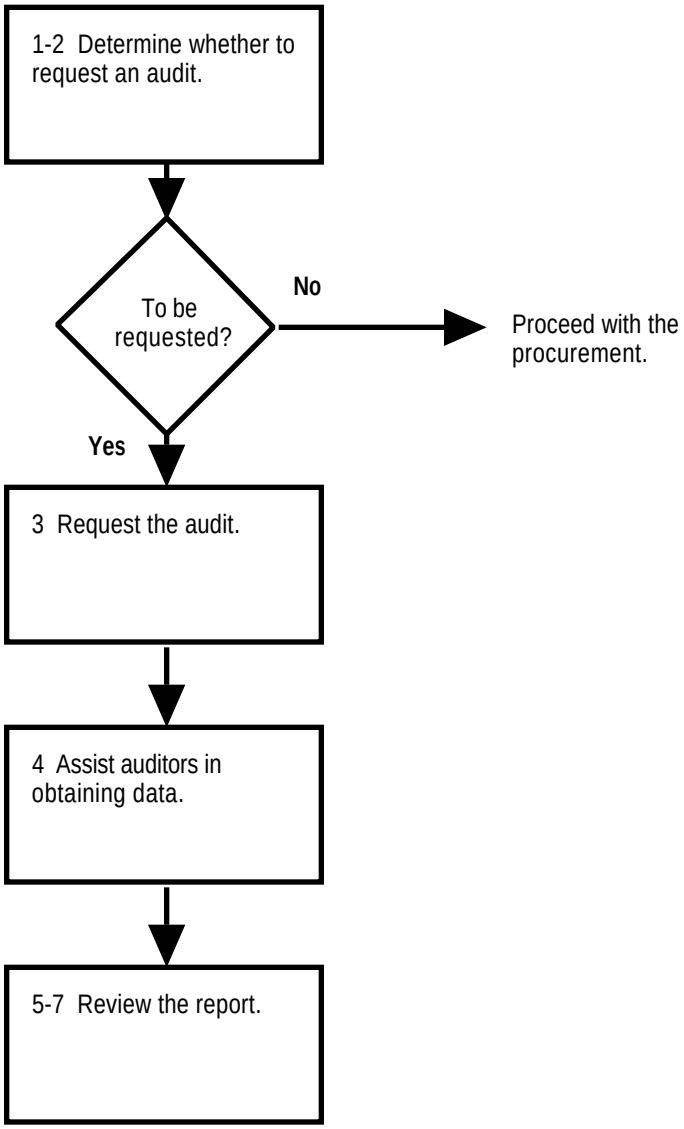
1. Knowledge of when to request a Government audit of subcontractors (FAR 15.806-3) for such reasons as the following:
   - Business relationship between prime and subcontractor is not conducive to independence and objectivity,
   - Prime is sole source and subcontractor's portion of cost is substantial,
   - Prime has been denied access to subcontractor's books, or
   - Contracting officer determines need because of size, etc.

2. Knowledge of what, at minimum to, must be included in audit reports:
   - Findings on specific areas listed in the contracting officer's request.
   - Offeror's basis and method used for preparing the proposal.
   - Inventory of all submissions of cost or pricing data.
   - Significant cost/pricing data not submitted but known to the auditor.
   - Cost/pricing data which are not accurate, complete, and current; unsupported cost representations.
   - Quantification of dollar effect of technical analysis findings.
   - Assessment of offeror's estimating and accounting systems.
   - Extent to which auditor has discussed discrepancies or mistakes of fact in the proposal with the offeror.

3. Knowledge of accounting terms and concepts typically encountered in audit reports.

Other Policies and References (Annotate As Necessary):

AUDITS


1-2 Determine whether to request an audit.
To be requested?
No
Proceed with the procurement.
Yes
3 Request the audit.
4 Assist auditors in obtaining data.
5-7 Review the report.

UNIT 39 AUDITS

Tasks	Related Standards
1. Determine whether to request field pricing support (which may include an audit review by the cognizant contract audit activity).	1. Request field pricing support: • Prior to negotiating a proposal for a contract or modification in excess of $500,000, • When required by agency policy, or • When prices cannot otherwise be reasonably analyzed.
2. Determine whether to directly request an audit by a cognizant audit office. Do so when: • Field pricing support is not available or is exempted, and • Additional information is necessary to determine reasonableness of proposed costs or prices (for Unit 40) or to review a request for exemption from need to submit certified cost/pricing data.	2. Only request audits when required or when the expected benefits from an audit would offset (a) the audit's costs and the (b) potential for delay in awarding the contract.
3. Request the audit. Include in the request: • Extent of support needed. • Specific areas for which input is required. • Information needed to perform review. • Deadline for receipt of report. • Need to audit costs proposed by a prospective subcontractor.[1]	3. Given data on hand from market research and acquisition histories for analyzing costs, only request the minimum essential information necessary to ensure a fair and reasonable price.[2]
4. Assist auditors in obtaining access to the necessary data.	4. Take immediate action upon written notification from an auditor (a) of deficiencies in the offeror's provided data or (b) that data has been denied to the auditor.
5. Review the field pricing and/or audit report and develop followup questions. • Extract relevant facts. • Identify missing or insufficiently documented findings of fact. • Identify any fallacies (quantitative or logical) in the auditor's report • Identify inconsistencies between audit findings and other available data (e.g., from proposal or market research).	5. Audit as submitted should conform to FAR 15.805-5(e).

[1]FAC 84-51.
[2]FAC 90-3.

Tasks	Related Standards
6. Contact the field pricing office and/or auditors. • To resolve any questions with the report. • To submit any new information to the price analyst and/or auditor for review and possible issuance of supplemental oral or written report. • To invite the auditor and/or price analyst to be on negotiation team (see Unit 44)	6. Obtain all facts necessary to establish negotiation objectives: • All numbers and totals are correct. • All areas of concern are investigated. • Questions cover all missing data that are necessary to prepare negotiation objectives.
7. Document rationale for exceptions to audit findings and recommendations.	

UNIT 40 COST ANALYSIS

(Blueprint 22 — 5/10/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty

Develop prenegotiation positions (minimum, maximum, and target) on each element of cost, the overall total cost of the work to be performed, and profit. Also develop prenegotiation positions on:

- The limitation of costs ("ceiling price" for Time and Materials/Labor Hour contracts) for cost reimbursable contracts.
- The price ceiling and incentive formula (fixed price incentive firm target contracts).
- The ceiling price (retroactive redetermination contracts).
- The minimum fee (i.e., base amount), maximum fee (i.e., award amount) and formula for adjusting fee (cost reimbursable incentive and award fee contracts).

Conditions

Given the RFP, market data, acquisition histories, a proposal, an audit report, a technical evaluation memorandum, and the independent Government estimate.

Overall Standard(s)

All available, relevant data are considered and positions on each major element of cost are validly derived from the data and are reasonable. Ensure that the unit prices of supplies are in proportion to the item's base cost per FAR 15.812-1.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 40 COST ANALYSIS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 40 COST ANALYSIS

Policies

FAR	*Agency Suppl.*	*Subject*
3.5		Buy in pricing.
15.608(a)(1)		Purposes for analyzing costs.
15.7		Make or buy analysis.
15.801		Definitions.
15.802		Policy.
15.803(c)-(d)		Negotiation goals.
15.805-1(b)		Necessity for an overall price analysis to verify the cost analysis.
15.805-1(c)		Requiring prospective contractors to analyze prices and elements of cost proposed by subcontractors.
15.805-3		Cost analysis.
15.806		Subcontract pricing considerations.
15.807		Prenegotiation objectives.
15.809		Forward pricing rate agreements.
15.810		Should cost analysis.
15.812		Unit prices—integrity thereof.
15.9		Profit.
22.101-2(a)		Contractor labor policies and compensation practices not necessarily reasonable when analyzing proposed costs.
22.103-3(b)		Negotiating prices not predicated upon overtime or shift premiums.
22.1103		Unrealistically low professional employee compensation as an adverse factor in making award.
27.204		Evaluation of anticipated royalty costs.
29		Taxes.
30.4		Cost accounting standards.
31		Contract cost principles and procedures.
35.008(e)		Cost or price analysis as a basis for evaluating an offeror's understanding of the project, perception of risks, and ability to organize and perform the work.
42.704		Billing rates.
46.707		Pricing warranties.
47.104-3		Applicability of section 10721 rates to contractor shipments.
52.215-7		Unnecessarily elaborate proposals as indicative of a lack of cost consciousness.
52.215-26		Unit pricing.
52.215-30 and 215-31		Facilities cost of capital as an allowable cost.
52.222-45 and 222-46		Evaluation of compensation for professional employees.
52.227-6 thru 227-8		Royalty data.
52.229-1 thru 229-10		Taxes.

UNIT 40 COST ANALYSIS

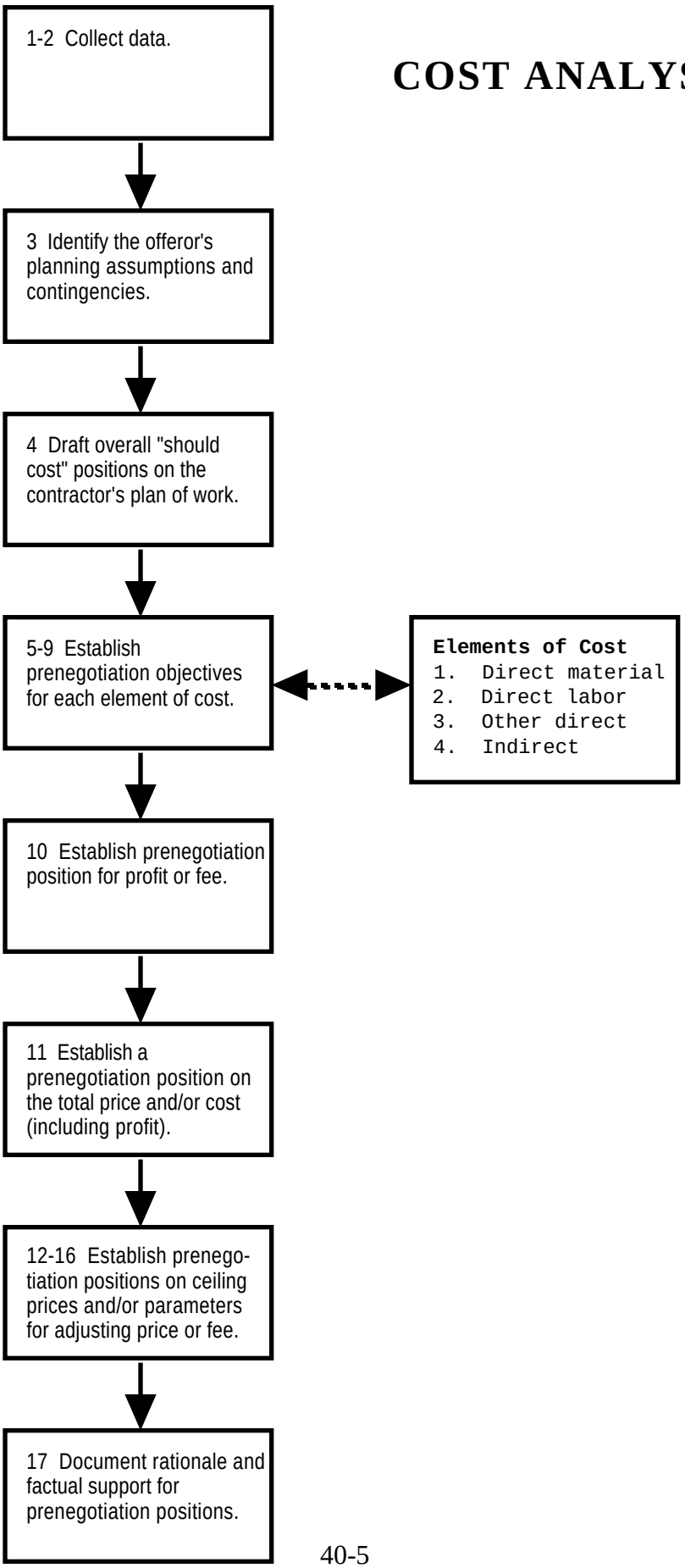
Other KSA's

1. Knowledge of quantitative techniques (e.g., sampling, index numbers, improvement curves, moving averages, multiple regression, etc.) for estimating costs.

2. Knowledge of:
   - The different cost elements and their relationship and contribution to bottom line prices.
   - Different methods for establishing indirect (overhead and G&A) rates.
   - Structured (e.g., weighted guidelines) methods to determine profit objective.
   - Basic principles and theory of accounting and cost accounting, including GAAP.

Other Policies and References (Annotate As Necessary):

COST ANALYSIS



UNIT 40 COST ANALYSIS

Tasks	Related Standards
1. Collect and review available reports, analyses, and other data (e.g., audit reports, technical evaluations, independent Government estimates--using the procedures in Units 5, 35, 36, 38, and 39).	1. Identify and collect all relevant data bearing on each major element of cost, such as: • Historical data (including actual costs, if any, previously incurred by the same contractor). • Data from previous estimates from the offeror or other offerors for the same or similar items. • Data provided by technical evaluators. • Forecasts or planned expenditures.
2. Verify that contractor proposals are based on adequate estimating and inventory control systems (per the procedures in Unit 71).	
3. Identify "contingencies" and other planning assumptions that are factored into the contractor's cost estimates. For example, did the contractor "pad" the estimates for: • Potential problems in retooling a production line to meet new Government specifications? • Potential technical problems in writing and testing new software? • Potential strikes? • Potential shortages of labor or materials? • Inflation?	
4. Draft "should cost" positions on the contractor's plans for performing the work, such as on the contractor's proposals for: • Tasks and subtasks. • Methods. • Facilities. • Equipment. • Hardware and software. • Management and operating systems. • Make-or-buy.	4. Focus on significant cost drivers. Identify inefficient or uneconomical past practices in performing like work; do not accept such practices as a basis for estimating the costs of future performance. Use the "should cost" positions in establishing prenegotiation objectives for each element of cost.

Tasks	Related Standards
5. Establish objectives for direct material costs. Base objectives on assessment of: • Need and quantity (reasonable in comparison to specifications; no goldplating). • Scrap allowance. • Unit prices, by comparison to previous and market prices as adjusted (See Unit 37 for pricing techniques). • The contractor's support for proposed costs (traceable to and documented with bills of material, vendor's quotes, and/or proposed subcontracts). • Impact of use or non-use of competition by contractor in buying supplies or services. • Whether proposed costs are predicated on Government furnished property (if so, adjust proposed cost). • Whether it should be charged as an indirect cost rather than as a direct materials cost.	5 through 9: For each element of cost: • Correctly apply all factors for determining allowability: - Reasonableness. - Allocability. - Limitations set forth in FAR Part 31. - CAS standards (see FAR Part 30), if applicable, or generally accepted accounting practices. - Terms and conditions of the proposed or existing contract. • Correctly select and apply techniques for determining the reasonableness of the need, amount, and unit price(s). • Determine the reasonableness of allowances in the contractor's estimates for "contingencies" and other planning assumptions. • Support each objective by a written analysis, and each such objective should represent the most defensible negotiation position. • Identify any additional cost or pricing data necessary to make the contractor's proposal accurate, complete, and current (to be obtained through the procedures in Units 38 and 43). Make satisfactory allowance for incomplete data.
6. Establish objectives for each category of direct labor cost. Base objectives on assessment of: • Need (i.e., question classification and skill mixes). • Total labor hours (i.e., reasonable in comparison to work requirements). • Reasonable amount for contingencies. • Rate of escalation for outyears. • Whether the labor cost should be charged as indirect cost rather than direct labor cost. • Hourly labor rates, based on comparability to those for similar work in the competing labor market and/or conformance to regulated or previously negotiated rates. (See Unit 37).	6. In pricing labor hours, do not accept contractor labor policies and compensation practices, whether or not included in labor-management agreements, if they would result in unreasonable costs (FAR 22.101-2). Identify the extent (if any) to which contractor cost estimates are based upon payment of overtime and shift premiums and exclude such premiums in establishing cost objectives (FAR 22.103-3).

Tasks	Related Standards
7. Establish objectives for other direct costs. Base objectives on assessment of: • Allowability in accordance with FAR 31.205, Selected Costs. • The propriety of classification as a direct cost and of allocation to the proposed contract. • The need for each item and the amount, if any, needed. • Price (by applying the correct price analysis techniques).	
8. Establish indirect cost objectives (including material overhead and G&A).[1] Base objectives on assessment of: • Allowability in accordance with FAR Part 31. • The propriety of classification as an indirect cost and allocation to the proposed contract. • The level of cost (need, amount, and price) for each overhead/G&A category, in terms of what would be incurred by prudent business managers in the ordinary course of doing business. • Base for allocation (e.g., direct labor). • Calculation of the indirect rate. For cost reimbursement type contracts, use a billing or provisional rate (i.e., a rate to be used until a final rate can be established from actual cost experience and audit) or establish a ceiling.	8. Identify and use any applicable Forward Pricing Rate Agreements (FPRAs) as the basis for pricing contracts to be performed during the period covered by . Alternatively, identify and apply any Forward Pricing Rate Recommendations (FPRRs) established by an ACO.[2]
9. Establish objectives for the facilities capital cost of money in proposals for contracts with commercial organizations that are subject to the cost principles.[3]	9. If the offeror identified or proposed this element of cost in its proposal pursuant to FAR 52.215-30, exclude this cost when applying profit or fee factors in Task 10. If the offeror failed to identify or propose this element of cost, facilities capital cost of money is not an allowable cost under the resulting contract per FAR 52.215-31. Instead, the only money under the contract available to pay for the facilities capital cost of money would be the fee or profit.

[1]Combines EO's 6 and 9 from the 1989 edition of the Contract Management Training Blueprints.
[2]FAC 90-3.
[3]Relative to the 1989 edition of the Contract Management Training Blueprints, this is a new task. Facilities capital cost of money may either be represented as an indirect cost or as an element of profit, depending on the agency. Hence the need to treat it as a separate tasking in this OJT Unit.

Tasks	Related Standards
10. Establish objectives for profit or fee. • Through a "structured" (e.g., weighted guidelines) assessment • Otherwise.	10. Comply with FAR 15.901 and 15.903 in establishing profit or fee objectives. Correctly apply the structured approach prescribed by FAR 15.902 and relevant agency FAR supplements, where required. Where prescribed structured approaches do not apply, correctly apply the factors in FAR 15.905. Profit or fee objectives may not exceed statutory limitations in 15.903 (e.g.: • 15% for R&D cost plus fixed fee. • 10% for non-R&D cost plus fixed fee. • 6% of estimated construction cost for A&E.)
11. Perform overall price analysis to determine total cost/price negotiation objective (minimum, maximum and target) for each line item.	11. Unit prices for line items of supplies must be in proportion to the item's base cost (e.g., manufacturing or acquisition costs)—unless the price is, or is based on, an established catalog or market price of a commercial item sold in substantial quantities to the general public per FAR 15.812-1(b).[4]
12. For cost reimbursable contracts, establish a position on the limitation of costs ("ceiling price" for Time and Materials or Labor Hour contracts).	
13. For fixed price incentive (firm target) contracts, establish negotiation objectives for the price ceiling and incentive formula.	13. The share ratio should be commensurate with the level of risk, urgency of the requirement, and dollar value. Include the estimated cost of any warranty in establishing the incentive target price and ceiling price of the contract per FAR 46.707.
14. For retroactive redetermination contracts, establish negotiation objectives for the ceiling price.	

[4]FAC 90-4.

UNIT 40 COST ANALYSIS

Tasks	Related Standards
15. For cost reimbursable incentive contracts, develop negotiation objectives for the minimum fee, maximum fee, and formula for adjusting fee.	15. The share ratio should be commensurate with the level of risk, urgency of the requirement, and dollar value.
16. For cost plus award fee contracts, develop negotiation objectives for base fee and award amount.	
17. Document rationale and factual support for price negotiation objectives.	17. Address (1) the pertinent issues to be negotiated, (2) the cost objectives, and (3) a profit or fee objective.

UNIT 41 EVALUATING OTHER TERMS AND CONDITIONS

(Various Blueprints — 3/16/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Develop prenegotiation positions on terms and conditions other than price.
Conditions	Given the purchase request, market data, acquisition histories, the technical evaluation memorandum, and findings of the price or cost analysis.
Overall Standard(s)	Develop positions that address every significant variance between the terms and conditions in the solicitation vis-a-vis the proposal. Identify the potential impact on price of each such variance. Identify potential trade-offs between the proposed price, other business terms and conditions, and the technical proposal.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 41 EVALUATING OTHER TERMS AND CONDITIONS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 41 EVALUATING OTHER TERMS AND CONDITIONS

Policies

FAR	*Agency Suppl.*	*Subject*
15.803(d)		Relationship between the negotiation of a contract type and the negotiation of the price.
15.807		Prenengotiation objectives.

Other KSA's

Reserved.

Other Policies and References (Annotate As Necessary):

UNIT 41 EVALUATING OTHER TERMS AND CONDITIONS

Tasks	Related Standards
1. Develop a prenegotiation position on the contract type.	1. Develop such a position when: • The offeror has proposed a different type than solicited, or • Changing the contract type would probably yield a more optimal BAFO, given the findings of the price or cost analysis. The goal is to negotiate a contract of a type and at a price that would provide a contractor with the the greatest incentive for efficient and economical performance. The negotiation of a contract type and price are related and should be considered together with the issues of risk and uncertainty to the contractor and the Government.
2. Compare offers to lease against offers to sell per Unit 14 (Lease Vs. Purchase), Part B (Evaluating Offers).	2. Perform such a comparison when: • The CO has solicited both types of offers, or • An offeror has proposed a different type of buying arrangement than solicited.
3. Evaluate offers predicated upon Government financing per Unit 21 (Contract Financing), Part B (Offers Contingent Upon Financing).	3. Perform such an evaluation when an offeror has proposed a different financing method and/or different terms than solicited.
4. Evaluate offers predicated upon Government furnished property (GFP), per Unit 22 (Use of Government Property and Supply Sources), Part A, Tasks 4 and 5 (evaluating an offeror's request for GFP).	4. Perform such an evaluation when: • The CO solicited offers based on GFP for comparison with offers based on contractor furnished property, or • An offeror has proposed different terms and conditions with respect to GFP than solicited.
5. Develop prenegotiation positions on other terms and conditions. Such terms and conditions might, among others, include: • The specification or statement of work. • Quality assurance requirements. • Time, place, and method of delivery or performance. • Bonding and/or insurance requirements. • Patents and/or rights in data. • Warranty requirements.	5. Develop these positions when: • The offeror has proposed different terms and conditions than solicited, or • Changing (or adding to) the terms and conditions would probably result in a more optimal BAFO (taking into account all goals of the acquisition—price, quality, timeliness, minimization of risk, socioeconomic requirements, etc.).

UNIT 42 COMPETITIVE RANGE

(Blueprint 24 — 4/1/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Establish the competitive range.
Conditions	Given the RFP, proposals, technical reports, and cost/price analysis reports.
Overall Standard(s)	Exclude proposals which do not have a reasonable chance of selection for award. For example, exclude a proposal that is susceptible of being made technically acceptable through discussions—if, relative to other acceptable offers, it has no reasonable chance of being awarded the contract (e.g., if its technical score is far lower than that of the next higher-scoring offeror and its price is higher than that of any of the offerors in the competitive range).[1]

[1]See, for example, Comp. Gen. decision B-239906, Matter of: BioClean Medical Systems, Inc., August 17, 1990.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 42 COMPETITIVE RANGE

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 42 COMPETITIVE RANGE

Policies

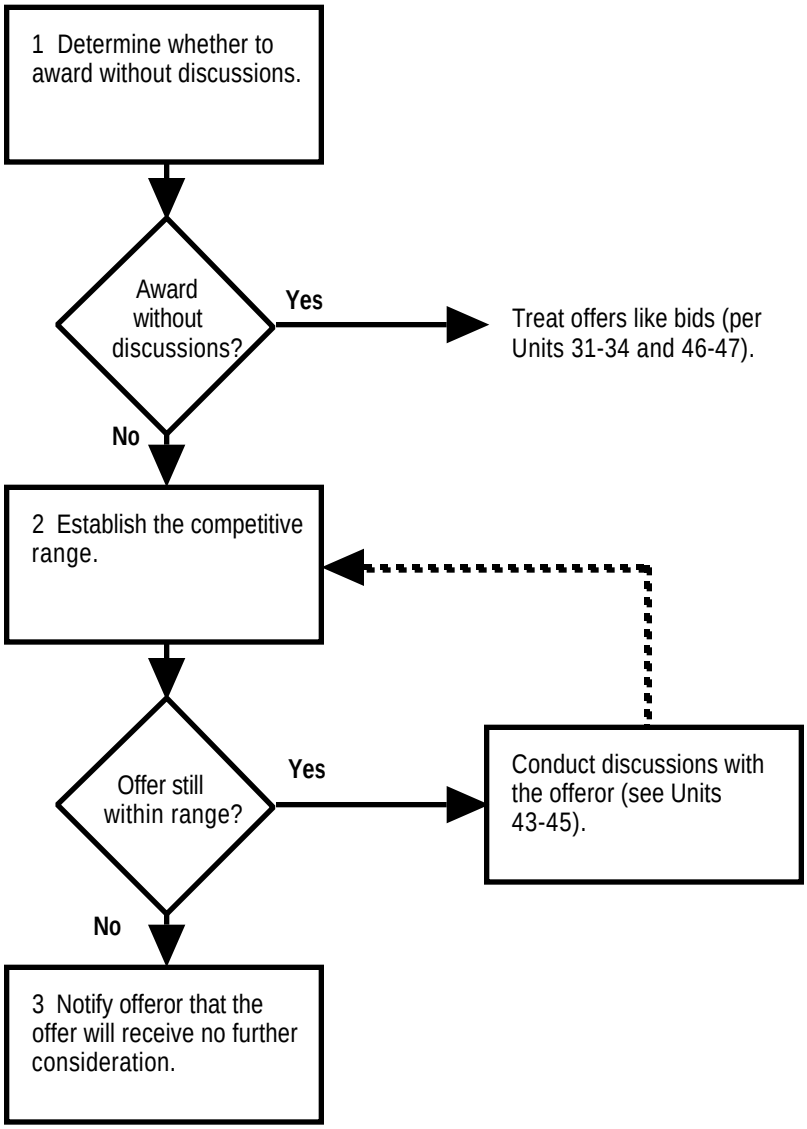
FAR	*Agency Suppl.*	*Subject*
15.609		Competitive range.
15.610(a)		Award without discussions.
15.1001(b)		Pre-award notifications to unsuccessful offerors.

Other KSA's

1. Knowledge of relevant case law (e.g., Comptroller General decisions).

Other Policies and References (Annotate As Necessary):

COMPETITIVE RANGE



UNIT 42 COMPETITIVE RANGE

Tasks	Related Standards
1. Determine whether to award without discussions. • Identify the lowest priced, responsive offer from a responsible offeror (as in Units 33, 34, 46, and 47). • Determine whether the offer's acceptance period has expired (as in Unit 31).	1. Award without discussion when the lowest priced responsive proposal from a responsible offeror: • Offers a price that is fixed by law or regulation. • Is at a fair and reasonable price on the set aside portion of a partial set aside. • Is priced at or near the Government's most optimistic prenegotiation position on price (from Unit 37). Do not recommend award without discussions on this basis unless the solicitation notified all offerors of that possibility and there has in fact been no written or oral discussion with any offeror (other than to verify proposals as provided in Unit 46 or to provide general information that was not prejudicial to other offerors prior to receipt of the proposals as provided in Unit 26). Conduct discussions where the circumstances of the competition, including the pattern of prices obtained, reasonably place you on notice that award on the basis of initial proposals may not result in the lowest overall cost to the government.[2]
2. Establish the initial competitive range.[3] • Pencil out offers which are technically unacceptable -- from Unit 36. • Pencil out offers with prices that are much higher than the prices of other technically acceptable offers -- from Units 37 or 40. • When selecting on greatest value, pencil out proposals that rank well behind other proposals--having accounted for all evaluation factors (including price). • Set the range.	2. A technically unacceptable proposal may be excluded from the competitive range irrespective of its low offered price.[4] Before excluding a borderline offer from the range, consider such factors as the: • Total number of offers. • The number of offers that would remain in the range (especially if excluding a borderline offer would leave only one offer within the range).[5] • Nature of the technical deficiencies (if any). • Whether there is an opportunity for significant cost savings by considering the borderline proposals.

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[2]See Comp. Gen. decision B-239287, Matter of: AMP, Inc., August 16, 1990.

[3]This task combines EOs 2 and 3 from the 1989 edition of the Contract Management Training Blueprints.

[4]See Comp. Gen. decision B-228494, Matter of: Data Resources, February 1, 1988.

[5]See, for example, Comp. Gen. Dec. B-183379 (1975), in which the Comptroller General said that a competitive range restricted to one proposal might be overturned if:

- A proposal was excluded by virtue of a close call on acceptability, or
- There is an opportunity for significant cost savings by considering excluded proposals, or
- The RFP's inadequacies contributed to the technical deficiencies in the excluded proposals, or
- Information deficiencies could be corrected by selectively limited discussions.

Tasks	Related Standards
3. Notify appropriate offerors in writing of decision not to consider their proposals further. State: • The basis for determining that the proposal is not acceptable. • That revisions to the proposal will not be considered.	3. Notice must conform to the requirements of FAR 15.1001(a) and (b)(1).

UNIT 43 FACTFINDING

(Blueprint 23 — 4/1/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Prepare an agenda, notify the contractor, conduct a factfinding session, and determine the need for: 1. Issuing an amendment to the RFP 2. Revising pre-negotiation objectives 3. Excluding the proposal from the competitive range (i.e., from further consideration).
Conditions	Given proposals, technical evaluation reports, the RFP and results of a cost or price analysis.
Overall Standard(s)	Identify and request all information available from the offeror that is necessary to complete analysis of the proposal. Conduct no negotiations during the factfinding session. Identify the correct follow-up action.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 43 FACTFINDING

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 43 FACTFINDING

Policies

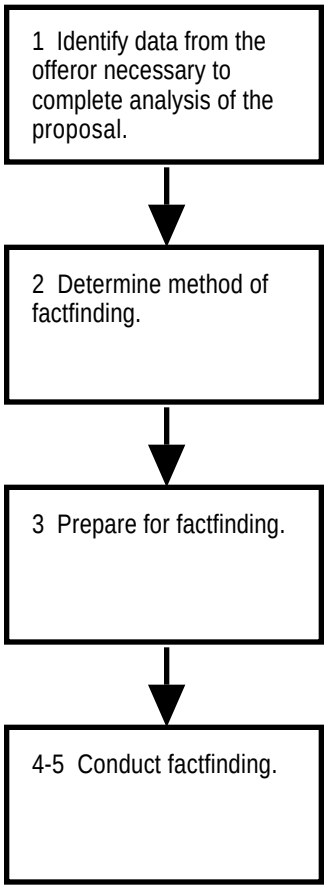
FAR	*Agency Suppl.*	*Subject*
15.807(a)		Factfinding as a basis for determining prenegotiation objectives.

Other KSA's

1. Knowledge of factfinding pitfalls and their impact on future negotiations.
2. Skill in preparing for and conducting meetings.

Other Policies and References (Annotate As Necessary):

FACTFINDING



UNIT 43 FACTFINDING

Tasks	Related Standards
1. Identify information available from the offeror necessary to complete analysis of the proposal. Seek any facts necessary to complete analysis of the: • Technical proposal--from Unit 36. • Proposed business terms and conditions--from Units 35, 37, 38, 39, 40, and 41.	1. Identify all areas of the proposal that are unclear and require additional facts to prepare for negotiations.
2. Determine method of factfinding. • Phone call. • Letter. • Conference. • Visit to offeror's site.	
3. Assemble and prepare participants for each factfinding meeting with representatives of the offeror or contractor.[1] • Define roles. • Develop specific questions on the technical proposal. • Develop specific questions on business terms and conditions.	3. All participants should know their roles and be able to discriminate between negotiations and factfinding. Questions should cover all information needs. Questions should not reveal information that could impair the Government's negotiation strategy.
4. Conduct factfinding session.	
5. Follow-up on results of factfinding. • Amend RFP, if necessary. • Revise negotiation objectives. • Redetermine competitive range. • Document.	

[1]Changed in 2nd. edition.

UNIT 43 FACTFINDING

Tasks	Related Standards

UNIT 44 NEGOTIATION STRATEGY

(Blueprint 25 — 2/25/93)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	1. Prepare a prenegotiation plan. 2. Assemble and prepare the Government team for discussions.[1]
Conditions	Given an RFP, contractor proposals, the technical analysis, a completed cost/price analysis (including recommended price-related prenegotiation objectives), and other analyses of the proposals.
Overall Standard(s)	Select a strategy and tactics that are the best calculated to accomplish the Government's highest priority prenegotiation objectives. At the prenegotiation meeting(s) with the Government team, fully discuss the strategy, prenegotiation plan, roles and responsibilities of team members in the discussions, and limits on what each member may say or do during discussions.

[1]Duty 3 deleted in 2nd edition.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 44 NEGOTIATION STRATEGY

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 44 NEGOTIATION STRATEGY

Policies

FAR	*Agency Suppl.*	*Subject*
3.104		Procurement integrity—protecting source selection and proprietary information during discussions.
7.303(d)		Cost Comparisons — may be initiated because commercial prices appear unreasonable[1]
15.413		Restrictions on disclosure of the contents of proposals.
15.610		Written or oral discussions.
15.803		Additional guidance on negotiating against cost and price objectives.

Other KSA's

1. Skill in organizing and leading a team, including such components as conducting team meetings to:
   - Draft objectives.
   - Develop a strategy and tactics for accomplishing objectives
   - Establish roles and responsibilities.
   - Implement the strategy and make tactical adjustments.
   - Review the results of negotiations.

2. Knowledge of alternative strategies and tactics for conducting negotiation sessions. (See Appendix 1)

3. Knowledge of potential sources of intelligence on contractor negotiation styles and approaches, e.g.:
   - PNMs.
   - C.O.s, COTR's, and other Government representatives.
   - Trade journals.
   - The proposal.
   - Government analyses of the proposal.
   - Factfinding.

Other Policies and References (Annotate As Necessary):

[1]Updated in 2nd. edition.

NEGOTIATION STRATEGY

UNIT 44 NEGOTIATION STRATEGY

Tasks	Related Standards
1. Organize and brief the negotiation team (when a contracting officer or specialist is not the lone negotiator).[1]	a. Brief members of the team, in particular, on the policies at FAR 3.104, 15.413, 15.610(c)(1), 15.610(d), and 15.803. Define "procurement official" and distinguish what may be disclosed during discussions and what may not be disclosed.
2. Review and synthesize prenegotiation issues and objectives in consultation with team members. Such issues and objectives include: • Issues from the initial reading of the proposal (from Unit 35, task 5). • Issues and recommended prenegotiation objectives from technical analyses (from Unit 36). • Issues and recommended prenegotiation objectives from the field pricing or audit report (from Unit 39). • Issues and recommended prenegotiation objectives from the cost or price analysis (from Units 37 or 40) and evaluation of other proposed business terms (from Unit 41). • Issues arising from factfinding (Unit 43).	2. Consolidate, reorganize, and, as necessary, reformulate issues and prenegotiation objectives. All objectives should be fully supportable based on facts and market knowledge.
3. Research the offeror's (contractor's) negotiation style and probable approach. In particular, focus on the offeror's probable: • Goals. • Priorities. • Strategy and tactics. • Representatives. • Pressures and constraints.	3. Contact all of the most likely sources of significant data. Revise prenegotiation objectives as necessary based on this research.

[1]All tasks changed in 2nd. edition.

UNIT 44 NEGOTIATION STRATEGY

Tasks	Related Standards
4. Assess bargaining strengths and weaknesses of the two parties. Among the many factors to consider: • Number of offerors. • Time constraints. • Negotiation skills of each side. • Importance of the contract to each party. • Risks inherent in the contract for each party. • Identify "riders" — non-price issues to satisfy the other party.	4. Identify methods for improving the Government's bargaining position in sole source negotiations. • Review alternative ways to meet the Government's needs. Examples: - In-house performance (e.g., by initiating a cost comparison per FAR 7.303(d)). - Resorting to another technical solution. - Bringing another offeror on line. - Postponing the need. - "Breaking out" and competing subcomponents. - Purchasing data rights. • Act as equal because cost/ pricing data and/or technical support puts Government on level with contractor (e.g., Truth in Negotiations). • Consider changing the type of contract. • Link this work to other potential, competitive business opportunities.
5. Establish negotiation priorities and potential tradeoffs or concessions. • Rank issues. • Determine the negotiation range for the Government's position on each issue (i.e., to distinguish positions that are relatively "firm" from "give" positions). • Compare to the offeror's anticipated positions. • Identify potential tradeoffs and concessions. • Determine how each issue should be addressed.	5. Slant concessions and tradeoffs during negotiations towards the Government's most important objectives and away from the least important.
6. Develop an overall strategy for attaining the prenegotiation objectives. • Opening positions. • Order of presentation of the issues. • Gameplan for exchanging counter offers and concessions. • Tactics (which to employ and when). • Bargaining techniques. • Overall strategy (Win/Win).	6. Select the strategy and tactics (from Appendix I) that best fits the prenegotiation plan and knowledge of the offeror's (contractor's) probable objectives and strategy

UNIT 44 NEGOTIATION STRATEGY

Tasks	Related Standards
7. Prepare a prenegotiation plan. • Background. • Target objectives. • Major negotiation issues. • Negotiation strategy. • Team members and roles. • Schedule.	
8. Brief management on the plan. • Present plan orally. • Obtain agreement on objectives, issues, team members, roles, schedule, and any limits on concessions or commitments to be made by the Government during the negotiations without higher level approval.	8. Obtain firm agreements on prenegotiation objectives, issues, team members, roles assigned the members, and negotiation schedule. Also obtain firm agreement on limits on concessions and commitments.
9. Prepare negotiation agenda.[1] • Schedule. • Topics. • Location(s). • Names and titles of Government and the offeror's (contractor's) team.	9. Where feasible, consult the offeror prior to finalizing the agenda.
10. Rehearse and finalize the negotiation plan and strategy: • Present the plan and strategy. • Obtain agreement on each member's role. • Conduct a simulated negotiation session. • Designate a "devil's advocate" to challenge the strategy.	10. The negotiating team should be completely prepared for negotiation session.

[1]In preparing the 2nd. edition, we reversed Tasks 9 and 10 in order of presentation.

UNIT 44 NEGOTIATION STRATEGY

Tasks	Related Standards

NEGOTIATION STRATEGIES

AND TACTICS

UNIT 44 APPENDIX I

NEGOTIATION STRATEGIES

A. Definition And Purpose.

1. Skillful management of the means at one's disposal to attain the stated objective.
2. Deals with the planning and direction of negotiations.
3. Should not be based on overcoming resistance but on diminishing the possibilities of resistance and increasing gains for both parties.
4. The goal: win/win, not win/lose, by conducting negotiations as a cooperative search for solutions that are optimal from the standpoint of both parties' goals.

B. Considerations.

1. Determine the flexibility of the Government's resources and adjust strategies and tactics to the available resources, keeping your objectives and priorities always in mind.
2. Choose the course of least resistance and exploit it.
3. Take an approach which offers alternative objectives thereby ensuring that the negotiation plan is adaptable to changing circumstances.
4. With your team members, determine not only the overall minimum (i.e., bottom line) position but also the alternatives to a negotiated agreement if that position proves unattainable.
5. Don't put your weight behind an approach while the offeror is on guard; don't pursue the same line after it has failed.
6. Recognize when to close.
7. Observe standards of conduct and ethics throughout the negotiation.

C. Major Strategic Concepts.

1. Offensive.
   a. Arrange issues in order of most important.
   b. Arrange issues and present them so that when a concession is made by offeror on one issue, it's necessary to make a concession on another to be consistent.
   c. Arrange issues in order of ease of agreement.
   d. Arrange issues in terms of the offeror's stated interests.
2. Defensive.
   a. Arrange issues in order of least importance.
   b. Arrange issues in order of difficulty of agreement.
3. Defensive-Offensive.
   a. Use an initial strategy to move offeror from position beyond maximum objective to one which is within the objective range, then use a separate strategy.
   b. Present options to the offeror on each issue and ask the offeror to choose between them.

4. Problem Solving
   a. Determine offeror's interests beyond the stated positions.
   b. Arrange issues in terms of amenability to a joint problem-solving basis.
   c. Focus decisionmaking on known interests rather than on fixed positions on trivial issues.
   d. Where possible, establish qualitative rather than quantitative objectives.

D. Basic Approaches.
   1. Reveal no position.
      a. Make offeror justify position; counter justification.
      b. Move offeror from one position to another until objective is reached.
      c. Useful when offeror in weak position.
   2. Reveal minimum position.
      a. Initial counterproposal.
      b. Useful to test strength of offeror's position.
      c. Should not be offered and immediately withdrawn; must be vigorously negotiated.
      d. Useful as a point from which concessions can be made.
   3. Reveal the minimum and target objective.
      a. Saves negotiation time but has little bargaining room.
      b. Negotiator must be willing to sell hard.
      c. May be considered as a sign of weakness.

UNIT 44 APPENDIX I

NEGOTIATION TACTICS

The following are tactics that have been used from time to time by negotiators. Some of the following are unethical and should be covered only to help Government negotiators recognize and successfully counter them.

A. Use of Language.

1. Verbal: Speaking, writing, listening, and reading.
2. Nonverbal: Posture, facial expression, voice tone, gestures, and dress.
3. Physical: Charts, pictures, movies, television, and handouts.

B. Use of Questions.

1. Direct to an individual.
2. Overhead to a group.
3. Factual.
4. Require explanation.
5. Ambiguous.
6. Controversial.
7. Provocative.
8. Redirected or reversed.
9. Relay.
10. "Yes" or "No."
11. Leading.

C. Miscellaneous.

1. Make the other party appear unreasonable.
2. Place the other side on the defensive.
3. Throw blame for inability to compromise on a third party.
4. Get offeror to justify position on the basis that the negotiator will then use the information to justify the offeror's position to higher authority.
5. Good guy - bad guy technique.
6. Appeal to ego or emotions (e.g., flattery, appeal to patriotism).
7. Straw issues.
8. Use of walkouts.
9. Use of recesses.
10. Change members of the negotiation team.
11. Present alternative proposals.
12. Agreement and rebuttal (yes but).

13. Deliberate misinterpretation or pretended misunderstanding (borders on the unethical).
14. Express any genuine misunderstandings.
15. Pro and con analysis.
16. Prepare a detailed memorandum showing the offeror's position to be unreasonable.
17. Issue a unilateral decision.
18. Allow issue to drag out.
19. Use of summaries.
20. Use of negative or indirect concessions.
21. "Walk in the woods"--separate meeting between the two principal negotiators.
22. Break off the negotiations; announce that any further negotiations will be conducted by the parties' respective superiors.
23. Physical distractions.
24. Selection of negotiation sites.
25. Use of deadlines.
26. "David vs. Goliath."
27. Unscheduled meetings.
28. Bait and switch (questions on one aspect of the negotiations actually designed to elicit data on another aspect).
29. Hospitality.
30. Show of detachment.
31. Use of the word "No."
32. Silence.
33. Bribes and inducements (from the subtle to the not so subtle); Federal contract specialists need to learn the types of bribes and inducements that might be offered and how to reject them--see Unit 53.
34. Single text strategy (especially when a dispute originated between another member of the negotiation team and the business entity).

UNIT 44 APPENDIX I

UNIT 45 CONDUCTING NEGOTIATIONS

(Blueprint 26 — 2/25/93)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Conduct a negotiation session and prepare the Price Negotiation Memorandum (PNM). • In a sole source situation. • As part of a competitive negotiation. • As part of a post award negotiation (e.g., a contract modification).
Conditions	Given an RFP, proposals, analysis reports, prenegotiation plan, and the prenegotiation strategy.
Overall Standard(s)	Select and correctly apply tactics to accomplish the Government's negotiation strategy, resulting in: • A best and final offer that accomplishes the Government's highest priority objectives for the negotiation, or • An agreement with a sole source supplier that accomplishes the Government's highest priority objectives for the negotiation. In competitive negotiations, comply with FAR 15.610(d)—no technical leveling, no technical transfusion, and no auctioning. Only disclose information to participants in discussions that may be disclosed under FAR 15.413. In writing the PNM, identify and discuss all negotiation issues in sufficient detail to allow accurate reconstruction of the procurement for immediate review and future reference. The PNM must fully support the recommendation for award.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 45 CONDUCTING NEGOTIATIONS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 45 CONDUCTING NEGOTIATIONS

Policies

FAR	*Agency Suppl.*	*Subject*
3.104		Procurement integrity—protecting source selection and proprietary information during discussions.
15.413		Restrictions on disclosure of the contents of proposals.
15.610		Written or oral discussions.
15.803		Additional guidance on negotiating against cost and price objectives.
15.807(c)		Do not agree on profit or fee without concurrent agreement on cost and type of contract.
15.611		Best and final offers.
15.808		Price negotiation memoranda.
52.215-11		Authorized negotiators.

Other KSA's

1. Knowledge of other general restrictions on negotiations, such as:
   - Never indicate to offerors they will win the award.
   - Never give one offeror an advantage by disclosing information to him/her only.
   - Never cite non-existent regulations or make false statements.
   - Never disclose Government cost estimate.
   - Never allow team members to disagree (unless planned) during negotiation session.
   - Never allow deadlines to affect course of negotiations.
   - Do not use the same strategies/tactics all the time.

2. Skill at briefing a team and leading a team negotiation effort; skill at taking control of meeting.

3. Skill at pursuing a negotiation strategy and altering strategy as necessary; skill at applying tactics. (See Appendix 1 to Unit 44).

4. Knowledge of basic principles for the conduct of discussions established in Comptroller General decisions and other case law. Examples:

   - While a contracting agency must conduct discussions with all offerors in the competitive range, advising them of deficiencies in their proposals, they are not required to conduct all encompassing discussions. Agencies are only required to lead offerors into areas of their proposals that are considered to be deficient. Barnes & Reinecke, Inc. and FMC Corp., B-236622; B-236622.2, Dec. 20, 1989, 89-2 CPD P 572. Where a proposal is considered acceptable and within the competitive range, the agency is not obligated to discuss every aspect of the proposal that receives less than the maximum possible rating. Id.
     (B-238824, Matter of: Avtec, Inc., June 22, 1990. See also B-237596.3, Matter of: Litton Systems, Inc., August 8, 1990).
   - In order to conduct meaningful discussions, an agency must impart enough information to the offeror to afford it a fair and reasonable opportunity in the context of the procurement to identify and correct deficiencies in its proposal. See Eagan, McAllister Assocs., Inc., B-231983, Oct. 28, 1988, 88-2 CPD P 405. There is nothing inherently improper in the agency's use of general statements so long as the discussions are designed to guide an offeror to those portions of its proposal that require clarification or modification. (B-237873.2, Matter of: Minigraph, Inc., May 14, 1990.)

- Agency's three requests for price verification of low offer, after submission of initial offers and before submission of best and final offers, were not improper, coercive, or misleading when circumstances reasonably lead the agency to question whether the offeror may have made a mistake in its offer in view of the previous prices paid for the item and the low offeror's inexperience in producing the item. (B-239200, Matter of: Byrne Industries, Inc., Date: August 13, 1990.)
- Protest alleging that agency improperly made award to firm whose product does not conform to specifications is sustained where record shows that agency in fact relaxed material requirements of specification for awardee and such action was prejudicial to the other competitive range offerors. (B-238965, Matter of: Roche Diagnostic Systems, Inc., July 20, 1990.)

5. Knowledge of basic principles for evaluating BAFOs established in Comptroller General decisions and other case law. Examples:

- Source selection officials in a negotiated procurement have broad discretion in determining the manner and extent to which they will make use of the technical and cost evaluation results; cost/technical tradeoffs may be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the established evaluation criteria. TRW, Inc., 68 Comp.Gen. 512 (1989), 89-1 CPD P 584. Even where cost is the least important evaluation factor, an agency may award to a lower priced, lower scored offeror if it determines that the cost premium involved in awarding to a higher rated, higher priced offeror is not justified given the acceptable level of technical competence available at the lower cost. Dayton T. Brown, Inc., B-229664, Mar. 30, 1988, 88-1 CPD P 321. The determining element is not the difference in technical scores, per se, but the selection official's judgment concerning the significance of that difference, and the question in such a case is whether the award decision was reasonable and adequately justified in light of the RFP evaluation scheme. TRW, Inc., 68 Comp.Gen. 512, supra; Burnside-Ott Aviation Training Center, Inc.; Reflectone Training Sys., Inc., B-233113; B-233113.2, Feb. 15, 1989, 89-1 CPD P 158. (B-239113; B-239113.2, Matter of: Wyle Laboratories, Inc.; Latecoere International, Inc., August 6, 1990.)
- Where, as here, the RFP provides for a cost/technical tradeoff based on approximately equal weights for cost and technical factors, selection officials retain considerable discretion in determining the significance of technical point score differentials when making cost/technical tradeoffs; their decision, the manner in which they use the results of technical and cost evaluations, and the extent, if any, of cost/technical tradeoffs, are governed only by the tests of rationality and consistency with established evaluation criteria. Actus Corp./Michael O. Hubbard and L.S.C. Assocs., B-225455, supra. Moreover, in conducting the cost/technical tradeoff, the determinative element is not the difference in technical scores per se, but the considered judgment of the selection officials concerning the significance of the difference. See Hardman Joint Venture, B-224551, Feb. 13, 1987, 87-1 CPD P 162. The agency is not required to give equal weight to the percentage differential between technical scores and the percentage differential between proposed costs. Ecology and Env't, Inc., B-209516, Aug. 23, 1983, 83-2 CPD P 229. We therefore have upheld as reasonable an agency's determination that a cost differential was more significant than a somewhat greater percentage differential between technical scores, noting that there is no direct relationship between technical point score differentials and proposed cost differentials. Id. Here, the record shows that agency selection officials considered the point difference between the proposals and reasonably determined that ARD's higher technical score did not reflect a technical advantage that warranted its significantly higher cost. (B-238402, Matter of: Associates in Rural Development, Inc., May 23, 1990)

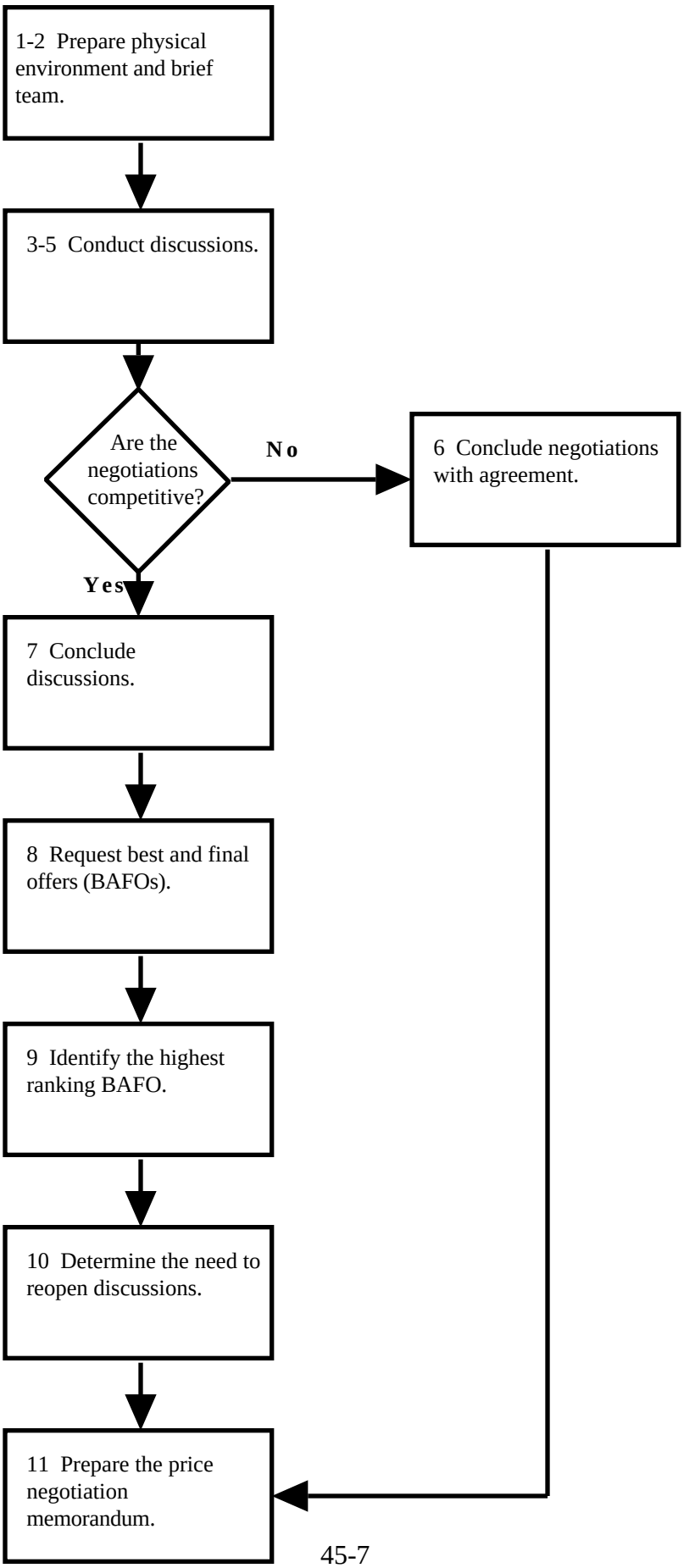
- In this regard, we have recognized that, while point scores, technical evaluation narratives, and adjective ratings may be indicative of whether one proposal is technically superior to another and should be considered, source selection officials are not bound by the recommendations of lower-level evaluators, even though the working level evaluators may normally be expected to have the technical expertise required for such evaluations. See Grey Advertising, Inc., 55 Comp.Gen. 1111, supra. (B-239113; B-239113.2, Matter of: Wyle Laboratories, Inc.; Latecoere International, Inc., August 6, 1990.)
- While procuring agencies have broad discretion in determining the evaluation plan they will use, they do not have the discretion to announce in the solicitation that one plan will be used and then follow another in the evaluation. Once offerors are informed of the criteria against which their proposals will be evaluated, the agency must adhere to those criteria or inform all offerors of any significant changes made in the evaluation schedule. Greenebaum and Rose Assocs., B-227807, Aug. 31, 1987, 87-2 CPD P 212. (B-236603.2 , Matter of: Gracon Corporation—Request for Reconsideration, May 24, 1990.)
- Further, where cost is secondary to technical considerations under an RFP evaluation scheme, award to an offeror with a lower-priced, technically "average" proposal over an offeror with a technically superior proposal requires an adequate justification. TRW, Inc., 68 Comp.Gen. 511 (1989), 89-1 CPD P 584. (B-236603.2 , Matter of: Gracon Corporation—Request for Reconsideration, May 24, 1990.)

6. Knowledge of the role of cost realism analysis in evaluating BAFOs, as represented in Comptroller General decisions and other case law. Examples:

- The Army also concluded that even though EER proposed the lowest cost, it may not provide the lowest cost to the government due to its inefficiency and less qualified personnel. In this regard, we have consistently found that where a cost reimbursement contract is to be awarded, the offerors' proposed estimated costs of performance should not be considered as controlling, since they may not provide valid indications of the actual costs which the government is, within certain limits, required to pay. Bendix Field Eng'g Corp., B-230076, May 4, 1988, 88-1 CPD P 437. (B-237054, Matter of: EER Systems Corporation, January 29, 1990.)
- Where a fixed-priced contract is to be awarded, prices may be adjusted for realism only as part of an assessment of the risk involved in an offeror's proposal—i.e., to judge the degree of risk by calculating the extent to which the proposed price falls short of the amount the agency believes is required to perform as proposed; this is in essence what the Navy did here. See Systems & Processes Eng'g Corp., B- 234142, May 10, 1989, 89-1 CPD P 441. Adjustment of a proposed fixed price, followed by evaluation of the adjusted price for reasonableness, is inappropriate since a fixed-price contract is not subject to adjustment based on the contractor's cost experience during performance, and thus places full responsibility for costs above the fixed price directly upon the successful offeror. See Litton Sys., Inc., Electron Tube Div., B-215106, Sept. 18, 1984, 84-2 CPD P 317. (B-238259, Matter of: Technology Applications, Inc., May 4, 1990.)
- An agency may properly downgrade a BAFO as being technically deficient when it does not contain an adequate explanation of price reductions from a previously acceptable initial proposal and may, where consistent with the terms of the RFP, award to a higher-priced technically superior offeror. (B-237555, Matter of: Ferranti International Defense Systems, Inc., February 27, 1990.)

Other Policies and References (Annotate As Necessary):

CONDUCTING NEGOTIATIONS



UNIT 45 CONDUCTING NEGOTIATIONS

Tasks	Related Standards
1. Prepare the immediate environment (physical and other aspects) for the negotiations.[1]	1. Provide an adequate facility.
2. Immediately prior to negotiations, rebrief team members on roles and groundrules for negotiation session at hand.	2. Remind members of the team, in particular, of the policies at FAR 3.104, 15.413, 15.610(c)(1), 15.610(d), and 15.803.
3. Make an opening statement.[2] • Introductions. • Extent of everyone's authority. • Synopsis of procurement. • Results of factfinding. • Purpose of negotiations. • Stress the Government's intention to be fair and the mutual interest of parties. • Time for opening remarks. • Explain physical layout.	3. Establish a positive environment and clarify background of negotiations by answering all related questions.
4. Negotiate.[3] • Agenda and procedures. • Contract Schedule (§A through §H of the Uniform Contract Format). - Clarifications. - Deficiencies. • Contract Clauses (§I), including key business terms and conditions therein. • Price.	4. Course of negotiations should proceed as initially planned in the negotiation strategy. Accurately recognize the offerors' tactics and strategies. Select and correctly apply the right strategy and tactics (see Appendix I to Unit 44) at the right time in the right situation. Maintain control of the Government team members, in terms of the strategy and tactics employed at every point in the discussions. Monitor Government team members and enforce compliance with FAR 3.104, 15.413, 15.610(c)(1), 15.610(d), and 15.803. During the discussions, address all concerns, uncertainties, and deficiencies (from the Government's standpoint) and document any understandings.

[1]Changed in 2nd. edition.
[2]Changed in 2nd. edition. Also note that Tasks 4 and 5 have been combined and all remaining tasks renumbered.
[3]Changed in 2nd. edition.

Tasks	Related Standards
	Do not become preoccupied with any single element of cost nor insists on reaching agreement on every such element. Balance contract type, cost, and profit or fee negotiated to achieve a total result and price fair and reasonable to both the Government and the contractor. Do not agree on profit or fee without concurrent agreement on cost and type of contract. Provide the offeror with a reasonable opportunity to submit any cost or price, technical or other revisions to its proposal that may result from the discussions.
5. Conclude a sole source negotiation with an agreement on price and other terms.[4]	5. If no reasonable agreement can be reached and the supply or service cannot be obtained otherwise, refer the contract action to a higher authority.
6. In competitive negotiations, document discussions with each offeror and conclude discussions.	6. Keep records throughout the course of the discussions (including both factfinding and the negotiation sessions).
7. Request and obtain Best and Final Offers (BAFOs). • Given the results of the discussions, determine whether to eliminate any additional offeror(s) from the competitive range (see Unit 42). • Prepare written request for BAFOs. • Determine if any modifications to proposals are late and reject. • Verify BAFO against your documented record of the negotiations. • Identify and resolve mistakes in BAFOs (see Unit 46).	7. Satisfy all procedural requirements of FAR 15.611.

[4]Changed in 2nd. edition. Prior Task 6 was deleted (however, see the standard for Task 4, Unit 44) and remaining Tasks have been renumbered accordingly.

UNIT 45 CONDUCTING NEGOTIATIONS

Tasks	Related Standards
8. Identify the highest ranking BAFO. • Obtain ratings on technical evaluation factors (per Unit 36). • Apply price-related evaluation factors (per Units 37 or 39). • Determine the overall ranking of each offer.	8. In ranking BAFOs, only apply evaluation factors in the RFP. Correctly use the formula for applying those factors from Units 15 and 16 to determine each offer's ranking.
9. Determine the need for reopening negotiations and requesting BAFOs again.	
10. Prepare the Price Negotiation Memorandum (PNM).[5]	10. Discuss all identified issues in sufficient detail to allow an accurate reconstruction of the procurement for immediate review and future reference. PNM should conform to FAR 15.808.

[5]Changed in 2nd. edition.

UNIT 45 CONDUCTING NEGOTIATIONS

Tasks	Related Standards

UNIT 45 CONDUCTING NEGOTIATIONS

Tasks	Related Standards

UNIT 46 MISTAKES IN OFFERS

(Blueprint 18 — 4/1/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Pre-Award Mistakes In Bids

Duty Identify and resolve preaward mistakes in bids.

Conditions Given the solicitation, the results of price analysis, and bids containing suspected or alleged mistakes.

Overall Standard(s) All offers selected for award are free of substantial mistakes that would:

- Diminish the Government's power of acceptance or ability to enforce contract, or
- Prejudice the rights of offerors whose offers are fully responsive.

In resolving mistakes, does not give the offeror "two bites at the apple."

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Pre-Award Mistakes In Proposals

Duty Identify and resolve preaward mistakes in proposals.

Conditions Given the solicitation, the results of price analysis, and proposals containing suspected or alleged mistakes.

Overall Standard(s) Correctly identify all discernable "potential" mistakes and bring them to the attention of the offeror during discussions.

Evaluator Name _____

Title _____

Date _____

UNIT 46 MISTAKES IN OFFERS

Certification for Part C: Post-Award Mistakes In Offers

Duty	Identify and resolve post-award mistakes in offers.
Conditions	Given the solicitation, the results of price analysis, and a mistake alleged by the offeror in line for award.
Overall Standard(s)	All offers selected for award are free of substantial mistakes that would: • Diminish the Government's power of acceptance or ability to enforce contract, or • Prejudice the rights of offerors whose offers are fully responsive. In resolving mistakes, do not give the offeror "two bites at the apple."
Evaluator	Name _____ Title _____ Date _____

UNIT 46 MISTAKES IN OFFERS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 46 MISTAKES IN OFFERS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 46 MISTAKES IN OFFERS

Policies

FAR	*Agency Suppl.*	*Subject*
14.406		Mistakes in bids.
15.607		Disclosure of mistakes before awards.
15.1005		Discovery of mistakes after award.

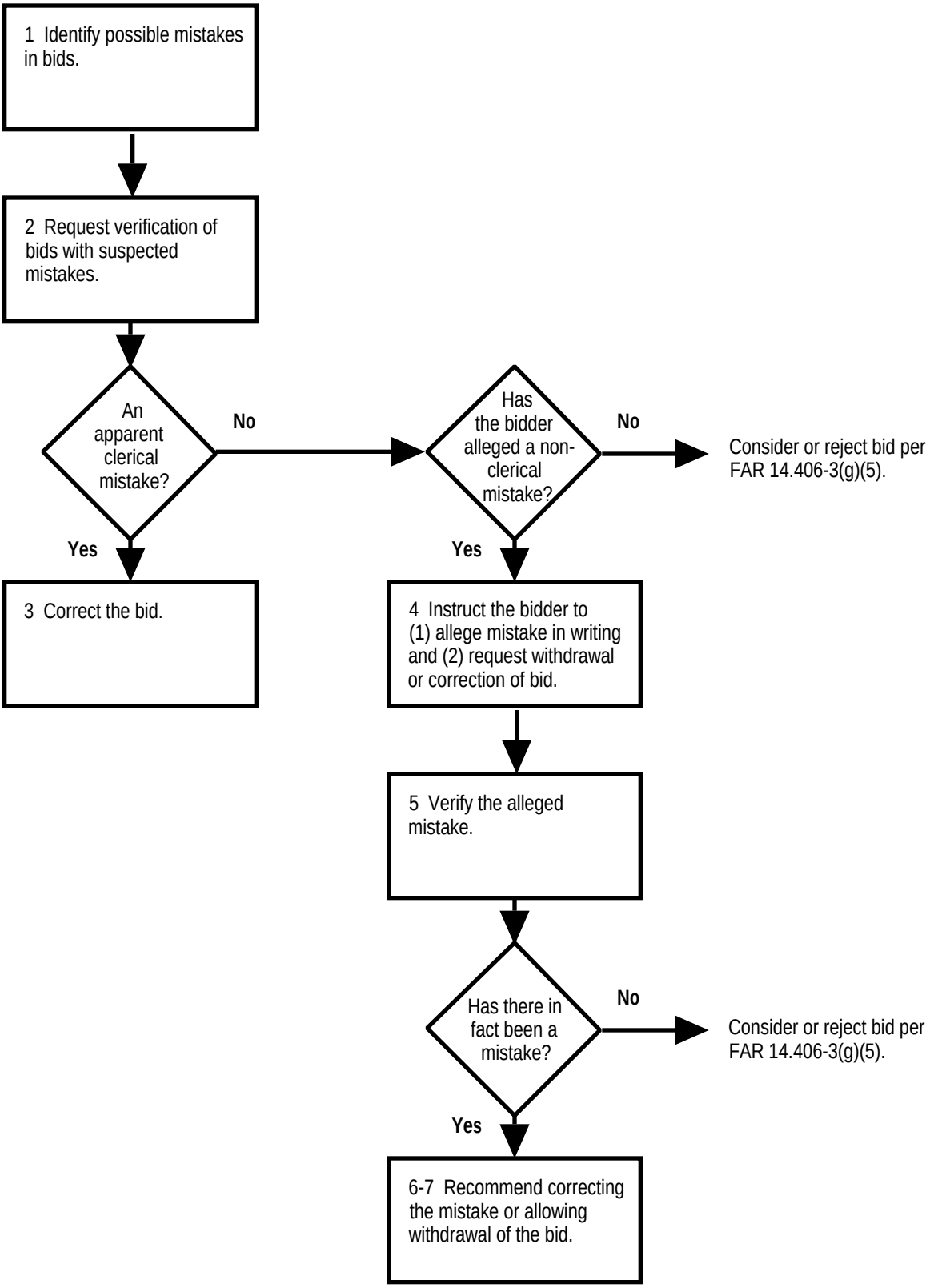
Other KSA's

1. Skill in analyzing and determining the credibility of the contractor's "clear and convincing evidence" submitted to support an alleged mistake.

2. Knowledge of contract law on matters related to assent , including such issues as unilateral mistakes, mutual mistakes, misrepresentation, nondisclosure, fraud, duress, and related remedies (from Business Law).

Other Policies and References (Annotate As Necessary):

Pre-Award Mistakes In Bids



UNIT 46 MISTAKES IN OFFERS

Part A: Pre-Award Mistakes In Bids

Tasks	Related Standards
1. Examine bids for mistakes.	A1. Correctly recognize mistakes that are apparent on the face of the bid itself (e.g., apparent clerical mistakes). Correctly recognize other aspects of the bid that need verification (e.g., extremely low or high price relative to other bids and the Government's estimate).
2. Request verification of bids with suspected mistakes. Subtasks: • Contact bidder. • Identify and ask bidder to explain the passage in his/her bid containing the possible error. • Put the bidder on notice of the suspected mistake: - Inform the contractor if "a bid is so much lower than the other bids or the Government estimate as to indicate the possibility of error." - Remind the bidder "of important or unusual characteristics of the specifications," "changes in requirements from previous purchases," or of amendments that may have lead to a mistake in bid. • If the bidder stands by the bid, request written verification of the bid as it stands.	A2. Avoid violation of Anti-Deficiency Act. Incorporate the clause at 52.232-18 when the conditions at FAR 32.703-2(a) are met. Incorporate the clause at 52.232-19 when the conditions at FAR 32.703-2(b) are met.
3. For apparent clerical mistakes, instruct the bidder to provide verification of the bid and correct the bid by attaching the verification to the bid.	
4. If bidder alleges a mistake other than an apparent clerical error, instruct the bidder to (1) allege the mistake in writing and (2) request withdrawal or correction of the bid. Also require submission of any necessary evidence of the mistake.	A4. Contractor's evidence must be sufficient to determine the existence of a mistake. Examples: • Written assertion of apparent clerical mistakes. • For other suspected mistakes, evidence might include: - Certified copies of work papers and other data used in preparing the bid. - Copies of subcontractor and supplier quotes. - Published price lists. - Comparison of line items.

UNIT 46 MISTAKES IN OFFERS

Part A: Pre-Award Mistakes In Bids

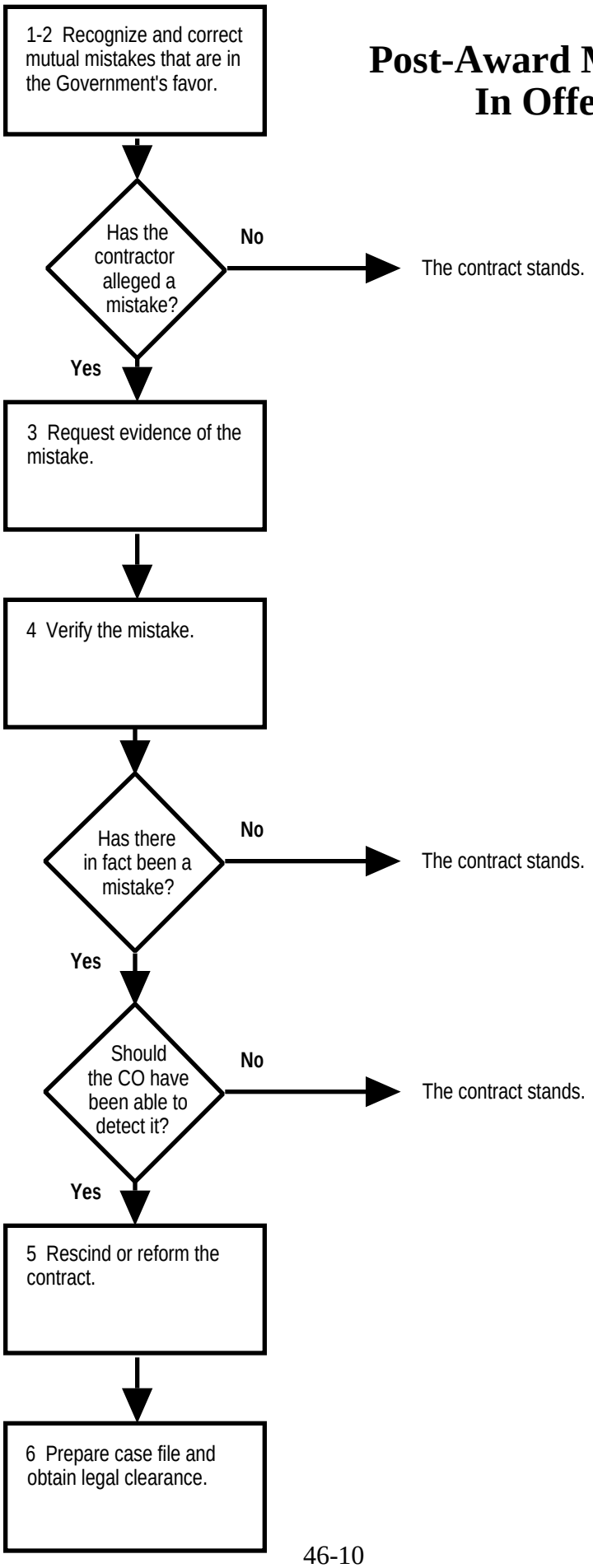
Tasks	Related Standards
5. Determine whether there has in fact been a mistake. Subtasks: • Obtain any necessary reviews from technical personnel, the legal office, etc. • If bidder the fails to provide sufficient or any evidence of an alleged mistake or to verify a suspected mistake or verifies the bid "as is", accept bid or reject bid. If accepted, use the original, uncorrected bid.	A5. Reject bids that are so out of line with the amounts of other bids received or with the amount estimated by the agency or determined by the contracting officer to be reasonable or if there are other indications of error so clear, as to reasonably justify the conclusion that acceptance of the bid would be unfair to the bidder or to other bona fide bidders.
6. If there has been a mistake, determine whether the intended price can be calculated from available evidence. • If the price cannot be calculated, recommend allowing withdrawal of the bid to the agency head or designee. • If the price can be calculated, recommend correcting the mistake (if the corrected bid would displace one or more of the lower bids or remain the lowest bid) and denying any request for withdrawal.	
7. Prepare recommendation to the agency head or designee.	A7. Submit recommendations to the agency head or designees provided in FAR 14.406-3(g)(3). Prepare recommendations per FAR 14.406-3(g)(3).

UNIT 46 MISTAKES IN OFFERS

Part B: Pre-Award Mistakes In Proposals

Tasks	Related Standards
1. Identify and correct minor informalities and irregularities.	
2. Identify and correct other suspected mistakes in the course of discussion.	
3. If there is a decision to award without discussions, handle a mistake following the same procedure as a preaward mistake in bid (Part A).	B3. No correction made based on evidence outside the proposal, unless discussions are held with all offerors in the competitive range.

Post-Award Mistakes In Offers



UNIT 46 MISTAKES IN OFFERS

Part C: Post-Award Mistakes In Offers

Tasks	Related Standards
1. Recognize mutual mistakes on the face of the offer. Examples: • Differences in quantity between solicitation as amended and offer. • Wrong point of delivery (i.e., FOB destination in offer, when solicitation as amended specified FOB origin).	
2. Modify (see Unit 75) the contract to correct mutual mistakes on the face of the offer that are in the Government's favor.	
3. If the contractor alleges a mistake, request evidence of the mistake. Examples: • Written assertion of apparent clerical mistakes. • For other suspected mistakes, evidence might include: - Certified copies of work papers and other data used in preparing the offer. – Copies of subcontractor and supplier quotes. - Published price lists. - Comparison of line items.	
4. Determine whether there has in fact been a mistake and if the C.O. should have been able to detect it.	C4. Obtain any necessary reviews from technical personnel, the General Counsel's office, etc. If the offeror fails to provide sufficient or any evidence of an alleged mistake or that a reasonable person should have recognized it, the contract stands. Do not rescind or reform the contract unless the evidence clearly indicates a mutual mistake or a unilateral mistake by the contractor so apparent as to have charged the contracting officer with notice of the probability of a mistake.

Tasks	Related Standards
5. If a mistake is verified, establish the correct price and determine whether to: • Rescind the contract and resolicit, or • Reform (see Unit 75) the contract.	C5. Correctly calculate the intended price, given data from all evidence submitted by the contractor. Rescind the contract if the corrected price exceeds the next lowest acceptable (i.e., responsive offer from a responsible offeror) or if the intended price cannot be determined. Prepare the case file in accordance with FAR 14.406-4(e)(2). Reform the contract to (i) delete the items involved in the mistake or (ii) increase the price, if the contract price, as corrected, does not exceed that of the next lowest acceptable bid under the original IFB.
6. Prepare case file and obtain legal clearance of decision before issuance.	C6. Prepare the case file in accordance with FAR 14.406-4(e)(2).

UNIT 47 RESPONSIBILITY

(Blueprint 19 — 4/1/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Determine and document the responsibility or nonresponsibility of a prospective contractor.
Conditions	Given a solicitation, several offers, the List of Parties Excluded From Procurement Programs, and the results of market research and acquisition histories
Overall Standard(s)	Awards contracts only to those firms which are reasonably certain of being capable of effective performance in compliance with all terms and conditions of the contract.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 47 RESPONSIBILITY

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 47 RESPONSIBILITY

Policies

FAR	*Agency S.*	*Subject*
3.103-2		Evaluating the Certificate of Independent Price Determination.
3.406 3.407 3.409		Determining whether a prospective contractor is not eligible for award when the contractor has a contingent fee arrangement with a third party.
9.1		Policies on responsibility, including the general and special standards of responsibility.
9.400-405; 9.405; 9.408		No award to excluded parties.
9.6		Evaluating proposed contractor team arrangements.
9.7		Evaluating proposed pooling arrangements.
14.404-2(g) 14.404-2(h) 14.404-2(k)		Rejecting bids from nonresponsible bidders.
19.1 19.301		Eligibility for set asides.
19.6		Certificates of competency.
22.606 through 22.608		Eligibility as a manufacturer or regular dealer under the Walsh-Healy Act.
22.8		EEO clearances.
22.1025		Ineligibility under the Service Contract Act.
23.1		No contracts with firms proposing to use facilities that are in violation of the Air or Water Acts.
23.5		Drug free workplace requirements for eligibility.
32.107		Don't use an offeror's need for contract financing as a responsibility factor.
35.008(c) 37.108		Applicability of COC's to R&D and service contracts.
37.109		No contracts with Pinkerton Detective Agencies or like organizations.
52.203-2		Certificate of independent price determination.
52.203-4 52.203-5		Contingent fee arrangements.
52.209-5		Certification regarding debarment, suspension, proposed debarment, and other responsibility matters.
52.209-8		Ineligibility for failure to certify absence of actual or potential conflict of interest or unfair competitive advantage exists (when acquiring advisory or assistance services).[1]
52.214-8 52.215-6		Parent company and identifying data; type of business
52.214-10 52.215-16		Contract award.
52.214-17		Affiliated bidders.
52.222-19		Walsh-Healy representation.
52.222-24		Pre-award on-site EEO compliance review.
52.223-1		Clean air and water certification.
52.223-5[2]		Drug free certification.
52.247-6		Requirement to submit a financial statement, as a basis for determining responsibility.

[1]Updated in 2nd. edition.
[2]References to 25.10; 52.225-12, and 52.225-13 in 2nd. edition.

UNIT 47 RESPONSIBILITY

Other KSA's

1. Knowledge of environmental and labor laws, with respect to eligibility for award; knowledge of fraud with respect to applying the general standard on integrity (from Business Law).

2. Knowledge of types of financial assets; creation and transfer of financial assets; financial institutions; markets and securities; interest rates; and financing methods, in terms of applying the General Standard for financial responsibility (e.g., from Business Finance).

3. Knowledge of techniques for analyzing financial statements (e.g., ratio analysis, firm standards vs. industry-wide averages, interrelationship of ratios and trends, funds flow analysis, analysis of additional information in annual reports, such as auditor opinions, notes, full disclosure, comparative statements, and SEC reports), in terms of applying the General Standard for financial responsibility (e.g., from Business Finance and Accounting).

4. Knowledge of financial forecasts and plans (e.g., forecasting techniques; applicable data from income, cash flow, and balance sheets; financial plans and budgets; working capital management; and raising intermediate and long-term funds), in terms of applying the General Standard for financial responsibility (e.g., from Business Finance).

5. Knowledge of accounting records and systems, responsibility centers, accounting information in management control (e.g., controllable costs; engineered, discretionary, and committed costs), programming and budgeting, and analyzing and reporting performance (e.g., production cost variances, other variances, analysis of variances, control steps, and steps in the control process), in terms of applying the General Standard on organizational responsibility (e.g., from Accounting).

6. Knowledge of market channels and middlemen, in terms of ascertaining eligibility under Walsh-Healy and evaluating contingent fee arrangements (from Marketing).

8. Knowledge of control, advanced control techniques, control of overall performance, and control of management quality, in terms of applying the General Standard on organizational responsibility (e.g., from Organization and Management).

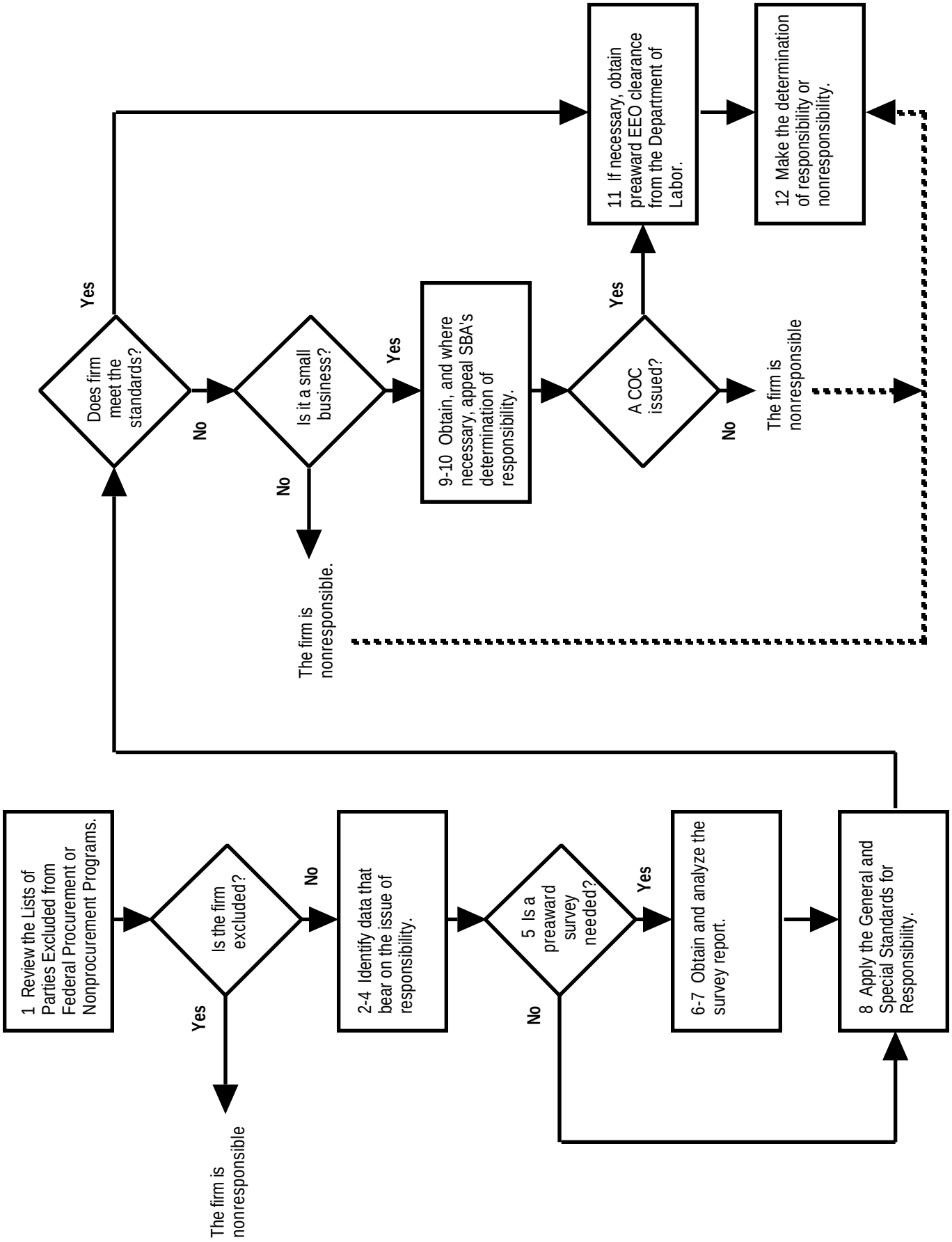
9. Knowledge of production and operations planning (e.g., demand forecasting, capacity planning, inventory replenishment, production scheduling and leveling, network planning, PERT/CPM, critical path, probabilistic network methods, and deployment of resources), in terms of applying the General Standards on delivery, organizational and technical capabilities (e.g., from Industrial Management).

10. Knowledge of organization for production (e.g., process and job design, facility layout, and work measurement) and logistics (e.g., elements, storage, transportation, and distribution), in terms of applying the General Standards on organizational and technical responsibility (e.g., from Industrial Management).

7. Skill at communicating and exercising leadership in working with preaward survey activities and with SBA on COC's (from Organization and Management).

Other Policies and References (Annotate As Necessary):

RESPONSIBILITY



UNIT 47 RESPONSIBILITY

Tasks	Related Standards
1. Review the List of Parties Excluded From Procurement Programs to determine that the contractor (either by corporate name or names of principal officers) is not debarred, suspended, proposed for debarment, or otherwise ineligible for the contract. • Also review the List to ensure that no proposed subcontractor is debarred, suspended, or ineligible for the subcontract: - Identify any such subcontractors to the offeror in writing. - Require the offeror to obtain a different, more acceptable subcontractor to be eligible for award. • When there are compelling reasons for continuing business dealings with a debarred, suspended, or ineligible contractor, prepare justification for signature by the agency head or designee.	1. Do not award to any contractor or subcontractor which is debarred, suspended, or proposed for debarment, absent compelling reasons. Under the conditions and for the period stipulated in the statute or regulation at issue, do not award to contractors or subcontractors excluded by reason of ineligibility.
2. Identify data in the offer that bear on the issue of responsibility (e.g., The Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters, other certifications and representations, and information specifically requested).	2. Identify all evidence of possible nonresponsibility (e.g., failure to certify that it will provide a drug free workplace; a representation that the firm is not a manufacturer or regular dealer under Walsh-Healy).
3. Identify data from acquisition histories that bear on the issue of responsibility (from Unit 5).	3. Identify all available evidence of possible nonresponsibility, including data from acquisition histories in: • The agency's contract offices. • Audit and IG offices. • Contract offices in other agencies.
4. Identify secondary data from market research that bear on the issue of responsibility (from Unit 5).	4. Identify all available evidence of possible nonresponsibility, including data from such sources as: • Publications. • Suppliers, subcontractors, and customers of prospective contractor. • Financial institutions (e.g., Dun and Bradstreet). • Business and trade associations.
5. Determine whether to request a preaward survey.	5. Request a survey only when there is net benefit (given the cost of surveys) in obtaining data to verify the responsibility of marginal companies or companies for which data are insufficient. (On this basis, generally avoid requesting surveys when the contemplated contract is estimated at under $25,000 or is a fixed price contract for commercial products under $100,000.)

Tasks	Related Standards
6. Prepare and forward request for preaward survey. Subtasks: • Complete sections I and II of SF 1403 (Preaward Survey of Prospective Contractor). • Address major factors to be investigated (Section III of SF 1403) and identify any factors not listed in Section III. • Include the complete solicitation package and any information indicating prior unsatisfactory performance (from Unit 5, research of acquisition histories and market). • State whether the contracting office will participate in the survey. • Complete and enclose any other standard or agency form for use by the surveyors. • Identify the date when the survey is required.	6. Correctly complete the SF 1403. The due date should be commensurate with the scope of the requested survey; normally allow at least seven working days for conduct of the survey.
7. Review finished survey report to identify any omissions or deficiencies and followup questions for survey team members. Such reviews may include: • SF 1403 and the appropriate SF on each major factor. • SBA contact when prospective contractor is small business/8(a) or has received a Certificate of Competency in the last 12 months. • Discussion of extent of contractor action to correct past poor performance disclosed by the survey. • Short form report (Sections III and IV of SF 1403) when (a) no special areas of investigation have been requested, (b) no on-site survey was conducted, and (c) surveying activity has information on hand supporting the recommendation for award.	7. Identify any omission. Identify any conclusions not validly derived or fully supported by furnished data. Identify any conclusion or supporting data that are inconsistent with other data.
8. Apply General and Special Standards for Responsibility to assembled data. • Any Special Standard for the procurement. • Adequate financial resources to perform or the ability to obtain them. • Ability to comply with delivery or performance schedule. • Satisfactory performance record. • Satisfactory record of integrity. • Necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them. • Necessary production, construction, and technical facilities or equipment, or the ability to obtain them. • Otherwise qualified and eligible to receive an award	8. Apply all standards in FAR 9.104. Do not consider the offeror otherwise qualified and eligible to receive the award if: • It is not an eligible manufacturer or regular dealer of the supplies offered under Walsh-Healy • It is not eligible for a small business set-aside, being a large business. • It plans on using facilities in violation of the Clean Air and Water Acts • It has not certified to providing a drug-free workplace • It is a Pinkerton Detective Agency or like organization. • It is not eligible for award under other applicable laws and regulations.

Tasks	Related Standards
9. If a determination of nonresponsibility is contemplated for a responsive small business, refer award to SBA. Subtasks: • Withhold contract award. • Refer the matter to the cognizant SBA Regional Office (which will offer the concern an opportunity to apply for a Certificate of Competency). • If SBA denies the firm's application for a Certificate of Competency (COC) or does not issued the Certificate within 15 days (or within the period that SBA has negotiated with you), award the contract to the next responsible offeror in line for award.	9. Do not refer the award to SBA if the contractor is suspended or debarred or if the contractor is not otherwise qualified and eligible to receive an award under applicable laws and regulations per 9.104-1(g). The referral consists of a notice that the small business concern has been determined to be non-responsible, specifying the element of responsibility found lacking, along with data supporting the determination (e.g., a copy of the solicitation, drawings and specifications, preaward survey findings, etc.).
10. Upon receiving the advance notice from the Regional Office of intent to issue a COC, determine whether to file an appeal to the SBA Central Office.	10. If the decision is to appeal: • Provide factual data to support the case for denying the application for a COC. • Identify other responsible small businesses in line for award.
11. Obtain preaward EEO clearance from the Department of Labor for contracts and subcontracts of $1 million or more.	
12. Make the determination of responsibility or nonresponsibility. • CO's signing of a contract or a Certificate of Competency constitutes a determination that prospective contractor is responsible. • For non-responsible determination, prepare written basis and include in contract file.	12. Validly derive all conclusions from factual data provided in the written memorandum to the file. SBA COC's are deemed conclusive with respect to all elements of responsibility.

UNIT 48 SUBCONTRACTING REQUIREMENTS

(Blueprint 47.1 — 4/27/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Establishing Subcontracting Requirements

Duty Incorporate subcontracting requirements in the solicitation.

Conditions Given purchase requests, acquisition histories, and market data.

Overall Standard(s) Incorporate the applicable provisions and clauses.

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Evaluating Subcontracting Plans

Duty Approve or disapprove subcontracting plans for inclusion in the contract.

Conditions Given the solicitation and a proposed subcontracting plan.

Overall Standard(s) Approved subcontracting plans must provide the maximum practicable opportunities for small, small/disadvantaged, and women-owned businesses to obtain subcontracts.

Evaluator Name _____

Title _____

Date _____

Certification for Part C: Make-Or-Buy Programs

Duty	Negotiate a make-or-buy program.
Conditions	Given a submitted make-or-buy program and supporting data, acquisition histories, and market data.
Overall Standard(s)	In preparing prenegotiation positions on the submitted program, account for all factors listed in FAR 15.706(d). Correctly determine whether the negotiated program must be incorporated in the contract.

Evaluator Name _____

Title _____

Date _____

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 48 SUBCONTRACTING REQUIREMENTS

Policies

FAR	*Agency Suppl.*	*Subject*
15.7		Make-or-buy programs.
19.7		Subcontracting with small business and small disadvantaged business concerns.
19.9		Contracting opportunities for women-owned small businesses.
20.3		Labor surplus area subcontract program.
26.1		Indian incentive program.
52.219-8 through 219-10		Small business subcontracting requirements.
52.219-13		Utilization of women-owned small businesses.
52.220-3 and 52.220-4		Labor surplus subcontracting requirements.
52.226-1		Indian incentive program.

Other KSA's

1. Knowledge of sources of information on markets and market research techniques to determine realistic small business and small disadvantaged business subcontracting goals.

Other Policies and References (Annotate As Necessary):

UNIT 48 SUBCONTRACTING REQUIREMENTS

Part A: Establishing Subcontracting Requirements

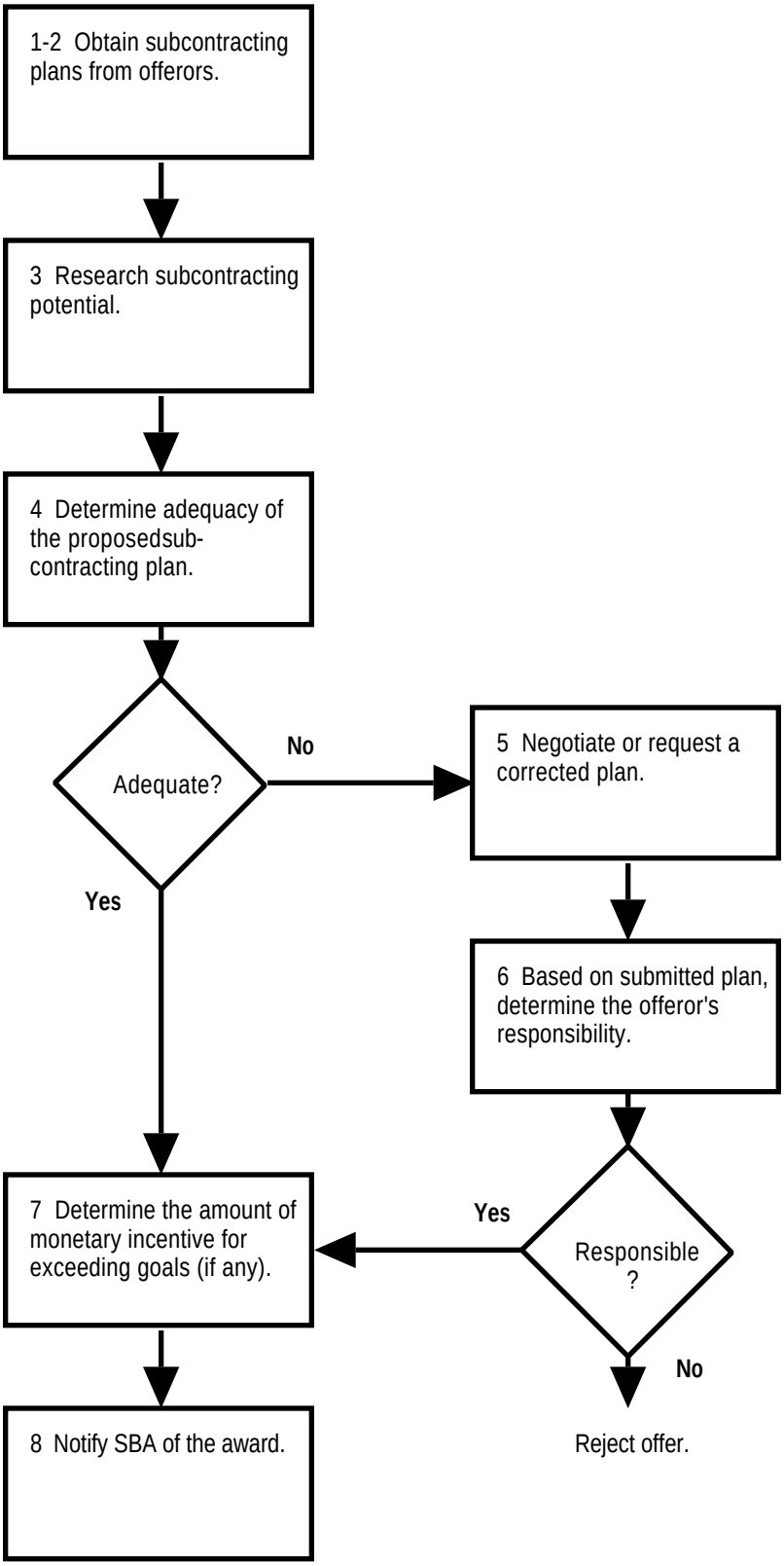
1. Incorporate requirements in the solicitation and resulting contract to subcontract with: • Small Business Concerns and Small Disadvantaged Business Concerns under the clause at 52.219-8. • Women-Owned Small Businesses under the clause at 52.219-13. • Labor Surplus Area Concerns under the clause at 52.220-3.[1]	A1. Incorporate these clauses unless the contract: • Will not exceed the small purchase limitation in Part 13 of the FAR.[2] • Will be performed (including all related subcontracts) entirely outside the United States, its territories and possessions, and Puerto Rico[3], or • Is for personal services.
2. Incorporate a requirement in the solicitation and resulting contract for a Small Business and Small Disadvantaged Business Subcontracting Plan.	A2. Only require a subcontracting plan when the contract: • Offers subcontracting possibilities, • Is expected to exceed $500,000. • Includes the clause at 52.219-8, • Is not being accomplished through the 8(a) program, and • The offeror is not a small business. Determinations about subcontracting possibilities and dollar thresholds should conform to the policies in FAR 19.705-2. If a subcontracting plan is to be required, provide the SBA resident procurement center representative time to review the solicitation and submit advisory findings before issuance.
2.1 If a subcontracting plan is required, also incorporate the clause at 52.226-1 (Utilization of Indian Organizations and Indian-Owned Economic Enterprises).[4]	A2.1 In non-Defense agencies, incorporate the clause only if: • Subcontracting possibilities exist for Indian organizations or Indian-owned economic enterprises, and • Funds are available for equitable adjustments under the clause.

[1]Per FAC 90-5, do not include this clause in contracts with petroleum and petrol products industry.
[2]Per 90-7, the clause at 52.219-8 no longer applies to small purchases.
[3]For the clause at 52.220-3, however, this exception only applies if the contractor is foreign.
[4]Changed in 2nd. edition.

3. Incorporate a requirement in the solicitation and resulting contract for a Labor Surplus Area Subcontracting Program.	A3. Only require a Labor Surplus Area Subcontracting Program when the contract: • Offers substantial subcontracting possibilities, • Is expected to exceed $500,000, and • Includes the clause at 52.220-3. In negotiated procurements, also urge contractors to establish such a program for contracts under $500,000 which offer substantial subcontracting opportunities and include the clause at 52.220-3.
4. Incorporate a requirement in the solicitation for a proposed make-or-buy program. Include: • A statement that the program and required supporting information must accompany the offer. • Factors for evaluating the proposed program (e.g., capability, capacity, availability of small business and labor surplus area concerns for subcontracting, establishment of new facilities in or near labor surplus areas, delivery or performance schedules, control of technical and schedule interfaces, proprietary processes, technical superiority or exclusiveness, and technical risks involved.) • Types of information required to support the proposed make-or-buy decisions for each major item or work effort, including the identification of proposed subcontractors, if known, and their location and size status (see also Subpart 19.7 for subcontracting plan requirements).	A4. Require prospective contractors to submit make-or-buy programs for all negotiated acquisitions whose estimated value is $5 million or more, except when the proposed contract— • Is for R&D, with no significant follow-on production under the same contract; • Is exempt from requirements for certified cost and pricing data; or • Only involves only non-complex work. Also require prospective contractors to submit make-or-buy programs for negotiated acquisitions whose estimated value is under $5 million if that information is necessary.[5]

[5]FAC 84-51.

Evaluating Subcontracting Plans



UNIT 48 SUBCONTRACTING REQUIREMENTS

Part B: Evaluating Subcontracting Plans

Tasks	Related Standards
1. Request the subcontracting plan from the offeror. • May be either a plan for this individual procurement or a Commercial Product Plan (i.e., umbrella company-wide or division-wide) for a number of contracts. • If it is a Commercial Product Plan, make sure it applies to this particular contract (e.g., right time period). • May incorporate by referencing an approved plant-wide or division-wide master subcontracting plan, with individual goals for this specific contract.	B1. Request and obtain subcontracting plans within an established timeframe but before award. Provide a copy to the SBA resident procurement center representative of the plan, supporting documentation, and the rest of the contract.
2. Provide a copy of the contract to the SBA resident procurement center representative, including the subcontracting plan and supporting documentation.	
3. Conduct factfinding on the subcontracting plan (per Unit 5 and with help from the SBA resident procurement center representative and/or the SADBU).	B3. Obtain data on such matters as: • The offeror's past performance in awarding subcontracts for the same or similar products or services to small and small disadvantaged businesses. • The offeror's overall past performance in awarding subcontracts to small and small disadvantaged businesses. • The offeror's make or buy program, in terms of identifying potential conflicts with the proposed subcontracting plan. • Subcontracting potential, given the offeror's make or buy policies and programs, the nature of the products or services to be subcontracted, the known availability of small and small disadvantaged business concerns in the area where the work is to be performed, and the offeror's longstanding contractual relationships with suppliers.

Tasks	Related Standards
4. With assistance from the SBA resident procurement center representative and/or the SADBU, determine whether the plan is adequate. Criteria for evaluating the offeror's goals and plans: • Completeness, in terms of the requirements in FAR 19.704. • Attainability, given— - Subcontracting opportunities. - Pool of eligible subcontractors. - Actual performance by such contractor against prior plans. - The relative success of methods the contractor intends to use to meet the goals and requirements of the plan, as evidenced by records maintained by the contractor. • Consistency with "make-or-buy" policy.	B4. Check the submitted plan against the six elements, information, goals and assurances required by FAR 19.704. Do not accept zero goals. Set subcontracting goals at a level that the parties reasonable expect can result from good faith efforts by the offeror to use small and small disadvantaged contractors to the maximum practicable extent. Commit the offeror in writing to specific steps that, if taken, would represent a good faith effort. Do not negotiate a goal upwards if it is apparent that a higher goal will significantly increase the Government's cost or seriously impede the attainment of acquisition objectives.[6]
5. Advise the contractor if any inadequacies in the subcontracting plan. • When awarding through negotiations, negotiate improvements. • When awarding through sealed bidding and the bidder's plan does not cover each of the required elements, advise the bidder of deficiencies and invite it to submit a corrected plan by a specific date.	B5. Accept no changes in the plan that would affect a Best and Final Price or bid price. Advise the offeror of available sources of information on potential small and small disadvantaged business subcontractors, as well as any specific concerns known to be potential subcontractors.
6. Based on the plan as submitted, determine whether the offeror is responsible.	B6. Find the offeror nonresponsible if: • In sealed bidding, the corrected plan is not submitted on time, • The plan is not adequate, or • If the offeror's past record of compliance with subcontracting plans, as a factor in determining responsibility, tips the scales against the offeror.

[6]FAC 84-50.

Tasks	Related Standards
7. Determine whether to establish a monetary incentive for exceeding subcontracting goals and negotiate the amount of the incentive (expressed as a percentage of the dollars in excess of each goal in the plan, to a maximum of 10%).	B7. Establish a monetary incentive when: • Contracting by negotiation, • A subcontracting plan is required, • Subcontracting goals are realistic, • The incentive is necessary to increase subcontracting opportunities, • The incentive is commensurate with efficient and economical contract performance, and • The monetary amount is commensurate with additional investments (i.e., monies that the firm would not otherwise have spent for this purpose) necessary to expand the contractor's supplier base of small and small/disadvantaged subcontractors.
8. Notify SBA of the award. • Send a copy of the award document to the Assistant Regional Administrator for Procurement Assistance in the SBA region where the contract will be performed. • Forward a copy of the plan and any associated approvals to the Assistant Regional Administrator for Procurement Assistance in the SBA region where the contractor's headquarters is located, if any company-wide plans were received from offerors of commercial products. • Forward a copy of the subcontracting plan to the assigned SBA resident procurement center representative.	

Note—To monitor and enforce compliance with the subcontracting plan, see Unit 58, Part C.

Tasks	Related Standards
1. Determine whether or not to require the submission of a make or buy program.	C1. Require a make or buy program in all negotiated acquisitions whose estimated value is $5 million or more, except when the proposed contract is— • For research or development and—if prototypes or hardware are involved—no significant follow-on production under the same contract is anticipated; • Exempt from the requirement for certified cost or pricing data (per Unit 38); or • Only for non-complex work. For cost-based negotiated acquisitions under $5 million, only consider a separate "make-or-buy" submission per FAR 15.704 if the work would entail a high stakes "make-or-buy" decision by the contractor. Otherwise, review the contractor's "make or buy" assumptions as part of the cost analysis (per Unit 40).
2. Incorporate a provision in the RFP requiring submission of a make-or-buy program.	C2. Only require information on major items or tasks per FAR 15.704. Also provide notice: • That the program and required supporting information must accompany the offer. • Of factors to be used in evaluating the proposed program (e.g., capability, capacity, utilization of small businesses and labor surplus areas, delivery or performance schedules, control of technical and schedule interfaces, proprietary processes, technical superiority or exclusiveness, and technical risks involved). • Of the specific data that must be part of the submission. Examples: - Major items and tasks that are “must make” and why. - Major items and tasks that are “must buy” and why. - Major items and tasks that the firm “can either make or buy” and the firm's preference for each such item or task. - For each "make" item or task, the name and location of the proposed plant or division. - For each "buy" item or task, the identity of proposed subcontractors, if known, and their location and size status.

Tasks	Related Standards
3. Prepare prenegotiation positions on the proposed make or buy program as part of the cost analysis (Unit 40) and as part of the analysis of the proposed subcontracting plan (if any).	C3. Give primary consideration to the effect of the proposed make-or-buy program on price, quality, delivery, and performance, including technical or financial risk involved. Also consider: • The contractor's justification for performing the work in a way that differs significantly from its normal operations. • Whether the contractor's recommended program requires Government investment in new or other facilities (an additional cost not reflected in the contract price). • The impact of the contractor's projected plant work loading on indirect costs. • The potential for greater utilization of small business, small disadvantaged business, or labor surplus area concerns. • The potential for locating any required additional facilities in or near labor surplus areas. • The contractor's make-or-buy history for that item or task. • The scope of proposed subcontracts, including the type and level of technical effort involved. • Other factors such as future requirements, engineering, tooling, starting load costs, market conditions, technical superiority, and the availability of personnel and materials.
4. Negotiate an agreement on the make-or-buy program.	C4. Unless the contractor can demonstrate that "buying" would result in a higher total cost to the Government, do not agree to proposed "make items" which are: • Not regularly manufactured or provided by the contractor and are available—quality, quantity, delivery, and other essential factors considered—from another firm, or • Available—quality, quantity, delivery, and other essential factors considered—from another firm at lower prices.

Tasks	Related Standards
5. Determine whether to incorporate an agreement on a make or buy program in the contract.	C5. Incorporate the agreement in contracts for major systems or their subsystems or components, regardless of contract type. Also incorporate the agreement in cost-reimbursement contracts when technical or cost risks justify Government review and approval of changes or additions to the make-or-buy program. If the make or buy program is incorporated, add the clause (if not already in the RFP) at 52.215-21, "Changes or Additions to Make-or-Buy Program."

UNIT 49 PREPARING AWARDS

(Blueprint 27 — 4/1/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Make Final Award Decision In Sealed Bidding

Duty Prepare contract and document the recommendation for award.

Conditions Given an IFB, amendments to the IFB, the bid in line for award, and other bids.

Overall Standard(s) The contract is properly prepared and includes all elements for a legal contract. Documentation of the award provides sufficient detail to allow accurate reconstruction of the procurement for immediate review and future reference.

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Make Final Award Decision In Competitive Negotiations

Duty Prepare contract and document the recommendation for award.

Conditions Given an RFP, amendments to the RFP, the offer in line for award and revisions to that offer, the PNM, and other offers.

Overall Standard(s) The contract accurately conveys that which was contemplated by the parties (as reflected in the RFP, offer, and price negotiation memorandum, taken together). The contract is properly prepared and includes all elements for a legal contract. Documentation of the award provides sufficient detail to allow accurate reconstruction of the procurement for immediate review and future reference.

Evaluator Name _____

Title _____

Date _____

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 49 PREPARING AWARDS

Policies

FAR	*Agency Suppl.*	*Subject*
3.406		Awarding before receipt of SF 119 (contingent fee rep.).
4.802 4.803(a)		Contract file requirements.
7.306		Awards under cost comparison procedures.
8.203-2		Procedures for annotating and forwarding jewel bearing certificates.
14.103-2 14.407-2		Limitations on awarding as a result of sealed bidding.
14.201-1(c) 14.407-1(c)(3)-(5) 14.407-1(d) 15.406-1(b)		Instructions on preparing and awarding contracts.
14.404-2(j)		Documenting bid rejections.
14.407-1(b)		Procedures when less than 3 bids were received.
14.407-7		Documentation of award.
15.608(b)		Rejecting all proposals.
15.611(d)		Selecting the source whose best and final offer is the most advantageous.
19.506 20.205		Withdrawal or modification of a set aside.
32.702 32.703		Funding requirements.
52.214-10 52.215-16		Contract Award.
52.215-19		Period for acceptance of offers.
52.252-2 52.252-4 52.252-6		Incorporation by reference, alterations, and deviations.

UNIT 49 PREPARING AWARDS

Other KSA's

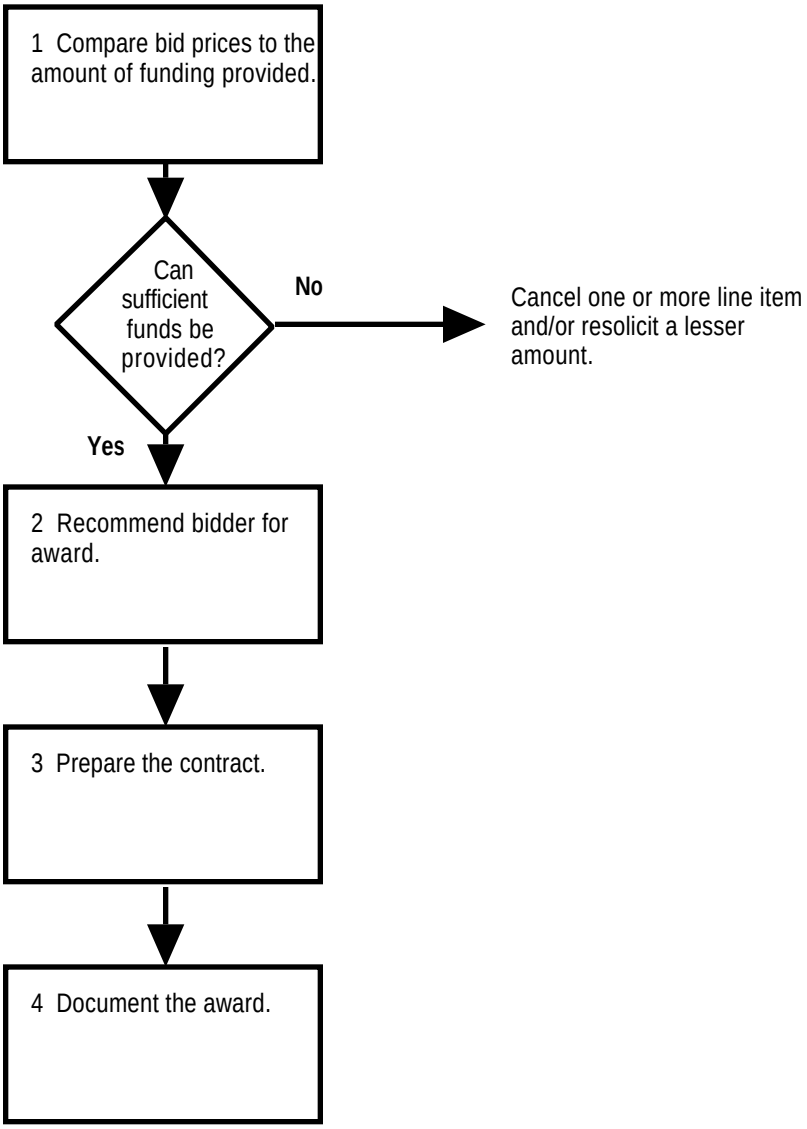
1. Knowledge of the nature and elements of enforceable contracts, including requirements with respect to capacity, offer, acceptance, consideration, certainty of terms, and lawful purpose; knowledge of rules and precedents in contract interpretation and skill at drafting contracts that are likely to be interpreted as the Government intends them to be interpreted under those rules and precedents (from Business Law).

2. Skill at communicating and exercising leadership in preparing and recommending awards (from Organization and Management).

3. Knowledge of Comptroller General decisions and other case law on the role and discretion of the Source Selection Authority in making the final award decision.

Other Policies and References (Annotate As Necessary):

Make Final Award Decision In Sealed Bidding



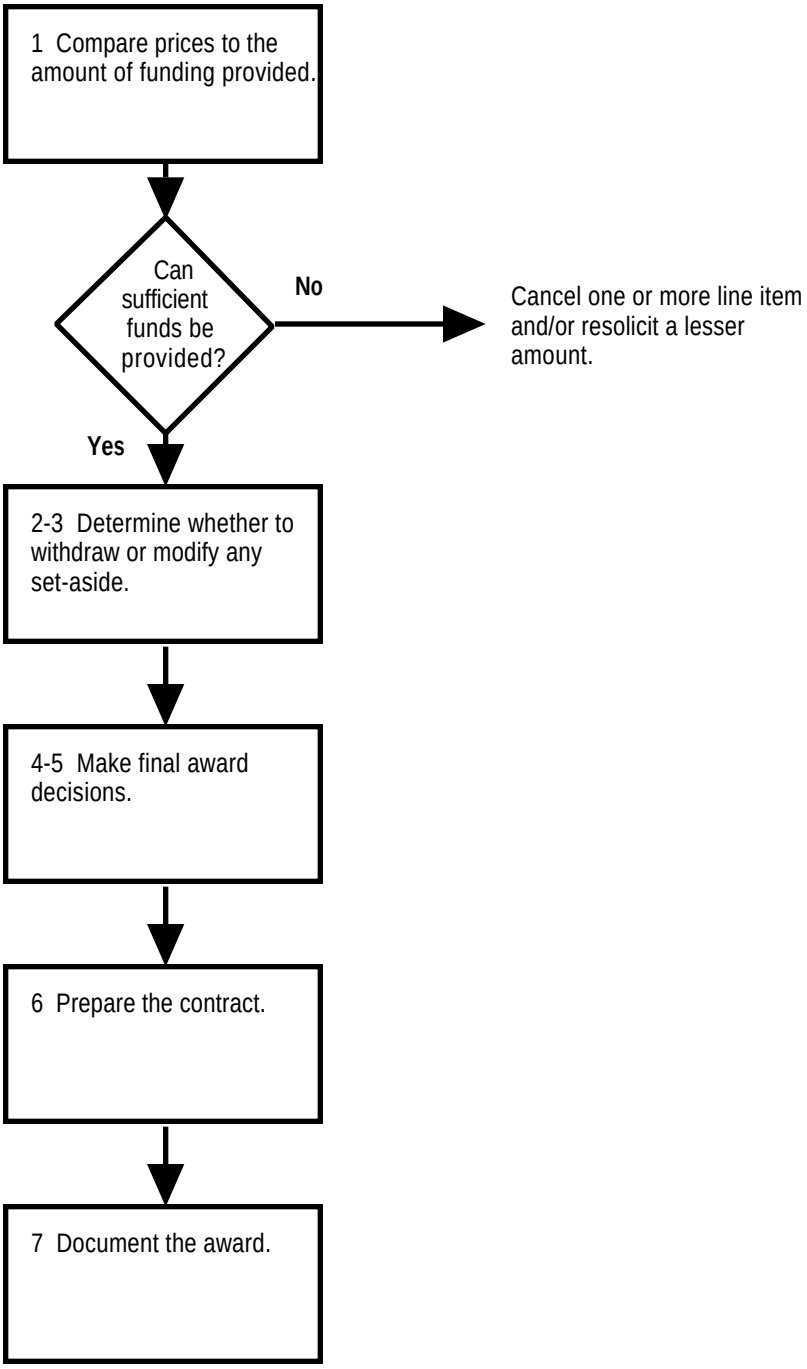
UNIT 49 PREPARING AWARDS

Part A: Make Final Award Decision In Sealed Bidding

Tasks	Related Standards
1. Compare bid prices or negotiated prices to the amount of funding provided and advise the requiring activity of any additional amount needed. If the requiring activity has no additional funds, cancel one or more line items and/or resolicit a lesser quantity.	A1. Before executing any contract, obtain written assurance from responsible fiscal authority that adequate funds are available (unless the contract is expressly conditioned upon availability of funds per FAR 32.703). If the contract is conditioned upon the availability of funds, prohibit acceptance of any deliverable until the contracting officer gives written notice to the contractor that funds are available.
2. Recommend bidder for award; brief superiors, as required, on selection recommendation.	A2. Award recommendation should conform to FAR 14.103-2 and 14.407-2. If less than 3 responses had been received to an IFB, investigate the reasons and recommend corrective actions for future procurements.
3. Prepare contract. Subtasks: • Formulate contract to include elements of the IFB, amendments thereto, and the bid • Establish effective date. • Make duplicate originals of contract. • If an offer from a SF 33 leads to further changes, prepare the resulting contract for bilateral signature on SF 26, Award/Contract.[1]	A3. Include all elements for a legal contract (capacity, offer, acceptance, consideration, certainty of terms, and lawful purpose). Do not physically include Part IV of the IFB (when using the Uniform Contract Format) but retain it in the contract file. (Award by acceptance of a bid on the award portion of SF33 or SF26 incorporates Section K representations, certifications, and other statements of the bidder in the resultant contract even if not physically attached.)
4. Prepare documentation of award (especially if the award is to other than the low bid) and update the contract file.	A4. Award documentation should conform to FAR 14.404-2(j) and 14.407-7. Reasons for rejecting lower bids should be in sufficient detail to justify the award. The contract file should conform to FAR 4.803 and stand alone as a complete record of the procurement, capable of being reviewed by others without reference to additional documentation.

[1]FAC 84-53

Make Final Award Decision In Competitive Negotiations



UNIT 49 PREPARING AWARDS

Part B: Make Final Award Decision In Competitive Negotiations

Tasks	Related Standards
1. Compare negotiated prices to the amount of funding provided and advise the requiring activity of any additional amount needed.	B1. If the requiring activity has no additional funds: • Cancel and/or resolicit. • Amend the RFP.
2. Determine whether to withdraw or modify any set-aside.	B2. Withdraw or modify a set-aside if no responsible small business has submitted a responsive offer at a fair market price.
3. Notify the agency small and disadvantaged business utilization specialist and/or SBA to initiate withdrawal or modification of the set-aside.	
4. Make final evaluation decisions. Options: • Award without discussions (from Unit 42). • Award after discussions (from Unit 45): - Assure proposed award is in accordance with proposal. - Dispose of late BAFOs. • Reject all offers.	B4. Award recommendation should conform to FAR 15.611(d). Any decision to reject all offers should be made as prescribed in FAR 15.608(b) and with approval of the agency head.
5. Brief superiors, as required, on selection recommendation.	B5. In formal source selections, forward the award recommendation to the Source Selection Authority and obtain the SSA's decision.
6. Prepare contract. Subtasks: • Formulate contract to include elements of the RFP, amendments thereto, and the offer, as negotiated. • Establish effective date. • Obtain from the contractor any outstanding certificates or representations required before award (e.g., the jewel bearing certificate and the SF 119). • Make duplicate originals of contract.	Include all elements for a legal contract (capacity, offer, acceptance, consideration, certainty of terms, and lawful purpose). Do not physically include Part IV of the RFP (when using the Uniform Contract Format) but retain Section K in the contract file and incorporate it by reference in the signed contract.
7. Prepare documentation of award (especially if the award is to other than the low bid), and update the contract file.	B7. Contract file should conform to FAR 4.803, 19.506, and 20.205.

UNIT 50 AWARD

(Blueprint 29 — 4/1/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Award the contract.
Conditions	Given the completed contract and related documentation
Overall Standard(s)	The contract is properly approved, signed, and executed. Make all required notifications.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 50 AWARD

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 50 AWARD

Policies

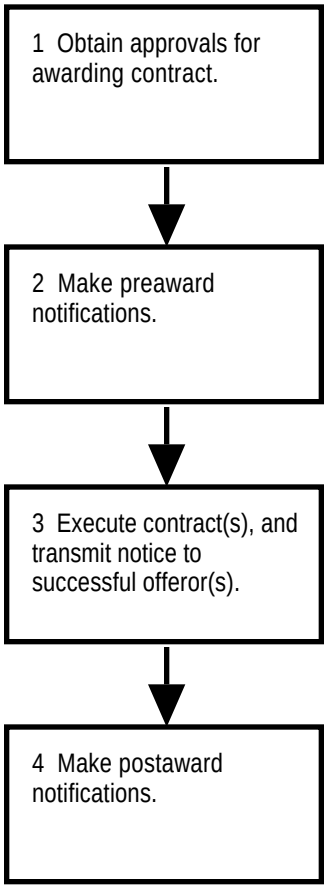
FAR	*Agency Suppl.*	*Subject*
3.104		Withholding award based on a possible violation of Procurement Integrity Act.
4.1		Contract execution.
4.2		Contract distribution.
4.6		Contract reporting.
5.3		Synopsis of award.
7.306(a)(4) 7.306(b)		Announcing the results of cost comparisons.
14.407-1(a) 14.407-1(c)(1) & (2)		Awarding contracts resulting from sealed bidding.
14.408		Information to bidders.
15.1001 15.1002		Notifications.
19.705-6		Notice to SBA when the contract includes a subcontracting plan.
52.204-1		Approval of the contract.

Other KSA's

1. Knowledge of the law of agency, including creation of the agency relationship, scope of authority, duties and liabilities of the agent, fiduciary relationships, and types of agents, in terms of contract execution (from Business Law).

Other Policies and References (Annotate As Necessary):

AWARD


1 Obtain approvals for awarding contract.
2 Make preaward notifications.
3 Execute contract(s), and transmit notice to successful offeror(s).
4 Make postaward notifications.

UNIT 50 AWARD

Tasks	Related Standards
1. Obtain approvals for awarding contract. • Contract clearance • Legal • Requiring activity.	1. Satisfactorily answer all questions raised, correct the contract where necessary, and, if necessary, augment file documentation. Do not award until all required approvals have been obtained.
1.1 Determine whether there has been a violation or possible violation of the statutory prohibitions in FAR 3.104-3.[1] Subtasks: • Determine whether the violation or potential violation impacts the procurement. • Report the violation or potential violation. • Take any action directed by the HCA or designee.	
2. Make preaward notifications. • Unsuccessful offerors for a small business set-aside. • Agency public liaison office.	2. Provide sufficient time to allow challenge of size to the contracting officer or SBA (under FAR 15.1001(b)(2)). Provide sufficient time to allow announcement of award by appropriate agency or Congressional official.
3. Execute contract(s) and transmit notice to successful offeror(s).	3. For IFBs, make contract award by written notice within the time for acceptance specified in the bid or an extension. Suitably number and execute award documents when multiple awards are made. Executed contracts conform to FAR 4.1 and 14.407-1. If award is being made for only part of the items, state that the Government may make subsequent awards on additional items within the offer acceptance period.[2]

[1]FAC 84-60.
[2]FAC 84-56

Tasks	Related Standards
4. Make postaward notifications: • Requiring activity. • Unsuccessful offerors. • CBD synopsis and public announcements. • SBA, DOL, and other Government agencies. • Input to Federal Procurement Data System (FPDS). • Distribute copies of contract to the contractor(s), paying office, contract administration activity (if the contract administration has been delegated), audit services (if the contract requires audit service), and other such parties.	4. Inform all parties of the award to the extent specified in the FAR. Distribute copies as prescribed in FAR 4.2. Input to the FPDS as prescribed in FAR 4.6. Release the CBD synopsis and public announcements as prescribed in FAR 5.3. Notices to unsuccessful offerors should conform to the requirements of FAR 14.408 or 15.1001.

UNIT 51 DEBRIEFING

(Blueprint 30 — 4/1/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Identify deficiencies in the offer, cull out materials not to be disclosed, and debrief unsuccessful offerors.
Conditions	Given the RFP, PNM, technical evaluations, source selection reports, and proposals from unsuccessful offerors.
Overall Standard(s)	Present the basis for not awarding to unsuccessful offerors, in terms of evaluation factors from the solicitation. Tactfully answer all questions from unsuccessful offeror(s). Disclose no information that must be kept confidential (e.g., proprietary data). Provide all other information provided that will help the offeror(s) submit better proposals in the future.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 51 DEBRIEFING

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 51 DEBRIEFING

Policies

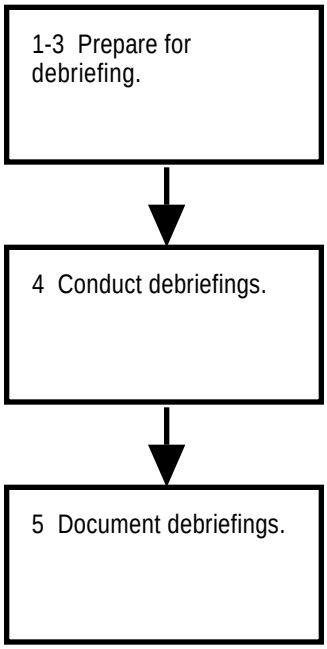
FAR	*Agency Suppl.*	*Subject*
15.1003		Debriefing of unsuccessful offerors.
35.008(d)		R&D debriefings.

Other KSA's

1. Skill at conducting and controlling meetings, including dealings with varying degrees of negative attitudes on the part of offerors.

Other Policies and References (Annotate As Necessary):

DEBRIEFING


1-3 Prepare for debriefing.
4 Conduct debriefings.
5 Document debriefings.

UNIT 51 DEBRIEFING

Tasks	Related Standards
1. Review technical evaluation memoranda to determine if they contain sufficient data and narrative for later debriefing (from Unit 36).	
1.1 Determine whether to debrief an unsuccessful offeror.	1.1 Only debrief (1) if the request is in writing and (2) the contract has been awarded on the basis of other than price alone.[1]
2. Determine if technical personnel are needed at the debriefing. • Brief technical personnel on their roles. • Control participation of technical personnel in the debriefing conference.	
3. Prepare for debriefing. Identify: • Material not to be disclosed under FOIA, such as trade secrets, privileged or confidential manufacturing processes and techniques, and privileged or confidential commercial and financial information. • Other facts not to be disclosed, such as: - Relative merits or technical standing of competitors. - Evaluation scoring. • Facts to be discussed. • Basis for not awarding, including deficiencies.	3. Present an accurate and complete position on all issues that may arise during the debriefing session.
4. Conduct debriefings.[2] • Short opening. • Question and answer session.	4. Discuss only those deficiencies in business terms and conditions specific to the proposal (no point by point comparisons to other proposals).
5. Document debriefing session.	5. An accurate and complete record is on file.

[1]FAC 90-3.
[2]FAC 90-3.

UNIT 51 DEBRIEFING

Tasks	Related Standards

UNIT 52 PROTESTS

(Blueprint 31 — 5/13/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Agency Protests

Duty Develop and forward a position on a protest to the agency. Prepare a memorandum for record to document resolution of the protest.

Conditions Given a protest before or after award, the protested offer, all other offers (if after award), the solicitation, the contract file (including the PNM, if any), and support from the agency's legal staff.

Overall Standard(s) Procure requirement in the most timely and efficient manner, given the protest. Meet all FAR, agency, GAO, and other procedural requirements. Include all relevant facts and provide factually correct data. Memorandum for record must meet the "test of sufficiency" (i.e., applying the reasonable man doctrine, a reader could reconstruct the protest and its resolution).

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Protests to GAO

Duty Develop and forward a position on a protest to GAO. Prepare a memorandum for record to document resolution of the protest.

Conditions Same as Part A.

Overall Standard(s) Same as Part A.

Evaluator Name _____

Title _____

Date _____

Note: Part C—Protests to the GSBCA—will be covered in an ADP/T supplement to this workbook.

Certification for Part D: Protests to the Courts

Duty	Prepare an affidavit and memorandum of facts.
Conditions	Given a court filing, the contract file (including the PNM, if any), and support from the agency's legal staff.
Overall Standard(s)	Provide all relevant facts and provide factually correct data. Implement the court's decision.
Evaluator	Name _____
	Title _____
	Date _____

Certification for Part E: Protests to SBA of Eligibility for a Set-Aside

Duty	Develop or forward a protest to SBA.
Conditions	Given a solicitation with a small business or labor surplus set-aside, the offer in line for award, data from market research or acquisition histories on the prospective awardee, and/or a protest from another party with regard to the awardee's size status.
Overall Standard(s)	Do not award to offerors who falsely represent themselves as eligible for a small business or labor surplus area set-aside.
Evaluator	Name _____
	Title _____
	Date _____

Certification for Part F: Protests of Walsh-Healey Eligibility

Duty	Develop or forward a protest to SBA or Labor.
Conditions	Given a solicitation, the offer in line for award, data from market research or acquisition histories on the prospective awardee, and/or a protest from another party with regard to the awardee's Walsh-Healey eligibility.
Overall Standard(s)	Do not award to offerors who are not eligible under Walsh-Healey.
Evaluator	Name _____
	Title _____
	Date _____

UNIT 52 PROTESTS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 52 PROTESTS

Policies

FAR	*Agency Suppl.*	*Subject*
15.1004		Protests against award.
19.101 and 102		Size standards.
19.301		Representation by the offeror of status as a small business concern.
19.302		Protesting a small business representation.
19.501(k)		Protesting a representation as an organization for the handicapped.
22.6		Walsh-Healey Public Contracts Act--protests of representation.
33.1		Protests.
52.219-1 through 3		Representations as a small business concern, small disadvantaged business concern, or as a women-owned small business.
52.219-5		Notice of participation by organizations for the handicapped.
52.222-19		Walsh-Healey Public Contracts Act representation.
52.233-2		Service of protest.
52.233-3		Protest after award.

UNIT 52 PROTESTS

Other KSA's

1. Knowledge of the small business thresholds in accordance with SBA size standards.

2. Knowledge of what is considered an "interested party" for the purposes of FAR.

3. Comprehension of agency/GAO/FAR standards for protests.

4. Ability to research previous GAO decisions and case law on protests.

5. Knowledge of typical issues in protests.

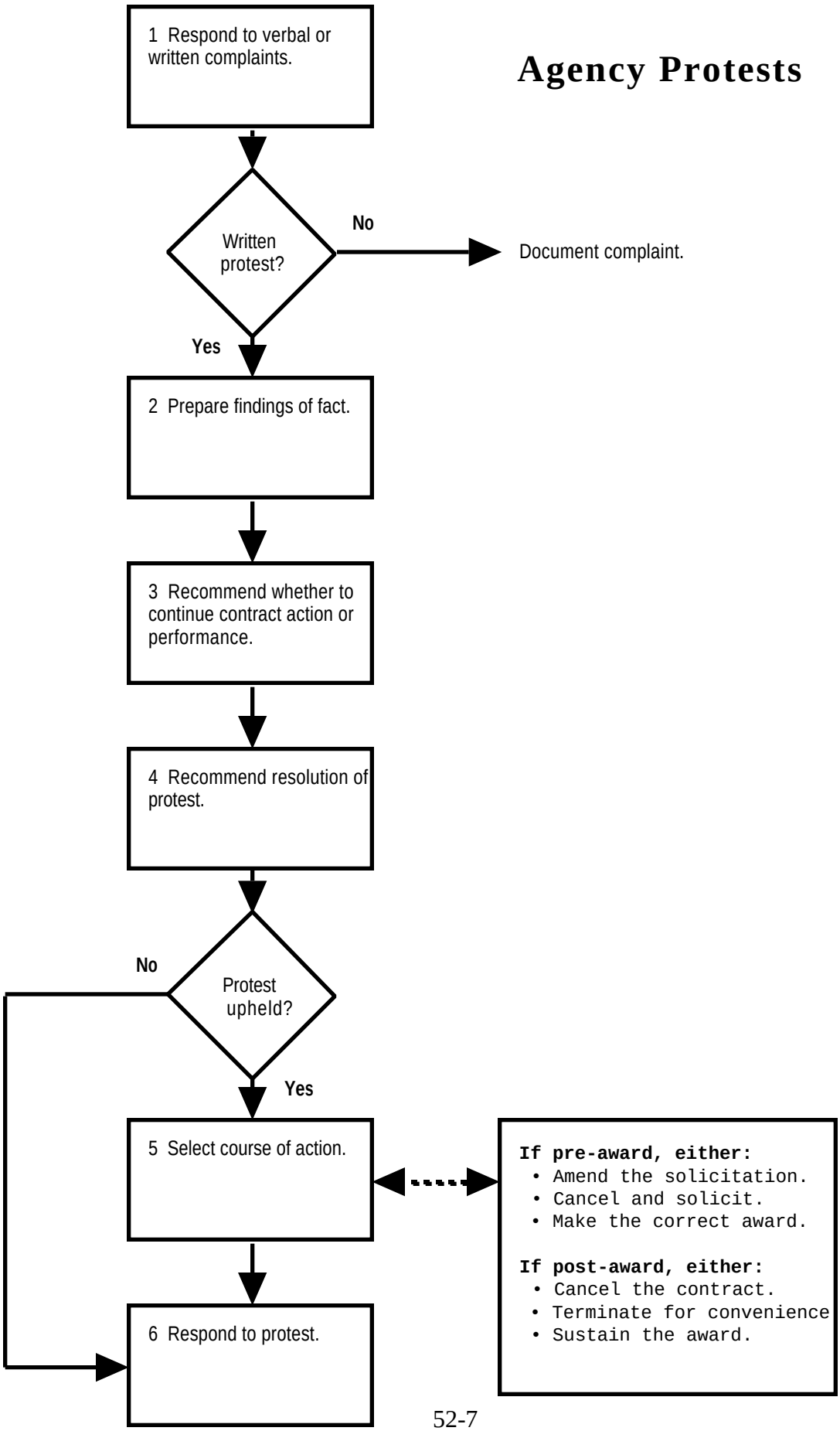
6. Samples of well prepared "findings of fact."

7. Knowledge of penalties for falsifying affidavits and memoranda of facts.

8. Knowledge of the role of the Claims court (pursuant to 28 U.S.C. §1491(a)(1)) and District court (pursuant to 5 U.S.C. §702 and 28 U.S.C. §1346(2)) in protest resolution
   - Who may protest (e.g., persons with implied contract for good faith consideration of offer in the case of the court of claims).
   - Jurisdiction.
   - Time of protest.
   - Procedure.
   - Burden of proof.
   - Standard of review.
   - Interim remedies.
   - Remedies.
   - Appeals.

Other Policies and References (Annotate As Necessary):

Agency Protests



UNIT 52 PROTESTS

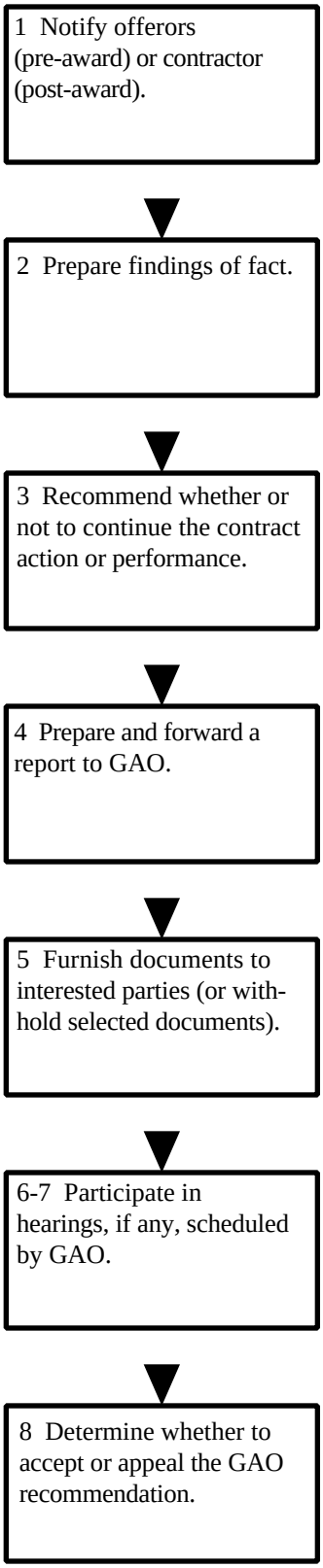
Part A: Agency Protests

Tasks	Related Standards
1. Respond to a verbal complaint about the acquisition. • Ask questions to clarify the complaint. • Explain the Government's version of the facts. • Where necessary, break conversation for factfinding. • Advise the contractor of the procedure for submitting a written protest.	A1. Provide accurate data and only that information which is directly relevant to the complaint. Only disclose data that would be available to the vendor under the Freedom of Information Act. Do not disclose data that would give the firm an unfair competitive edge in the current or future procurements. Correctly advise the complainant of requirements in FAR 33.103(b) for submitting written protests.[1]
2. If a written protest is received, prepare findings of fact. • Determine whether protest is timely. • Recognize claimed basis for protest (issues). • Determine whether protest is factually correct. • Determine whether the protest satisfies the requirements of FAR 33.103(b).	A2. Make correct determinations on matters of fact. To be timely, a protest of alleged improprieties in a solicitation which are apparent prior to bid opening date or RFP's closing date shall be filed prior to that date. In all other cases, protests must be filed not later than 10 working days after the basis of the protest is known, or should have been known. However, an agency may consider an untimely protest.[2]
3. Recommend whether or not to continue the contract action or performance. • If the protest was filed prior to award, recommend whether to proceed with award or delay award (based on potential injury to the Government). • If the protest was filed after award only with the agency, determine whether to suspend or terminate contract performance pending the outcome of the protest.	A3. Only proceed with award if the CO determines, in writing, that: • The supplies or services are urgently required, • Delivery or performance will be unduly delayed by failure to award promptly, or • A prompt award would otherwise be advantageous to the Government.[3] If award will be withheld pending disposition of the protest, notify all offerors which appear to have a reasonable prospect of receiving award and secure extension of the Government's power of acceptance (i.e., no cost extension of offers) per Unit 31.[4]

[1]FAC 90-3.
[2]FAC 90-3.
[3]FAC 90-3.
[4]FAC 90-3.

Tasks	Related Standards
4. Recommend resolution (or refer to protest control office for resolution). • Research and identify the most recent and pertinent Comptroller General decisions/cases. • Decide whether to deny or uphold the protest.	A4. Your recommendation should be factually correct, validly derived from the facts, and reflect the most recent and pertinent Comptroller General decisions. Findings of fact and recommendations, taken together, should meet the procedural requirements of FAR Part 33 and agency policies.
5. If the decision is to uphold the protest, select course of action. • Preaward: - Amend solicitation (prior to opening). - Cancel solicitation and resolicit. - Make correct award. • Postaward: - Cancel the contract (per Unit 76). - Terminate for convenience (per Unit 76). - Sustain the award.	A5. Meet procedural requirements of FAR, Part 33 (including notice of appeal rights). Only suspend or terminate contract performance if (1) the award will probably be invalidated and (2) the delay in delivery will not harm the Government's interests.
6. Respond to protest.	

Protests to GAO



UNIT 52 PROTESTS

Part B: Protests to GAO

Tasks	Related Standards
1. Provide notice of the protest to the interested party or parties.[1] • If award has been made, notify the contractor. • If award has not been made, (1) notify all offerors who appear to have a "substantial and reasonable" prospect of receiving award and (2) secure extension of the Government's power of acceptance (i.e., no cost extension of offers) per Unit 31.	B1. Give notice within 1 work day after its receipt by the agency. Furnish copies of the protest to the party(ies). Instruct the party(ies) to (1) communicate directly with GAO and (2) provide copies of any such communication to the agency and the other known participating parties. Note that funds will remain available for obligation for 90 working days after the date on which the final ruling is made on the protest.
2. Prepare findings of fact. • Determine whether protest is timely. • Recognize claimed basis for protest (issues). • Determine whether protest is factually correct.	
3. Recommend whether or not to continue the contract action or performance.[2] • If the protest was filed prior to award, recommend whether to proceed with award or delay award (based on potential injury to the Government). • If the protest was filed after award only with the agency, determine whether to suspend or terminate contract performance pending the outcome of the protest.	B4. Do not award pending outcome of the protest unless the head of the contracting activity finds in writing that (a) urgent and compelling circumstances which significantly affect the interest of the U.S. will not permit waiting for a GAO decision and (b) award is likely to occur within 30 calendar days of the written finding. If notice of protest is received within 10 calendar days after award[3], suspend or terminate the contract, unless the head of the contracting activity finds in writing that (a) contract performance will be in the best interest of the U.S. or (b) urgent and compelling circumstances which significantly affect the interest of the U.S. will not permit waiting for a GAO decision. Do not award or authorize performance prior to notifying GAO. Provide written notice to the protester and other interested parties of any determination to award or continue performance.

[1]All Tasks except Task 2 revised in 2nd. edition.

[2]In the 2nd. edition, Task 3 has been reconfigured as new Task 5. Prior Tasks 4 and 5 renumbered accordingly.

[3]If the protest is not timely, you may still suspend or terminate if the CO believes that the award may be invalidated and if delay will not be prejudicial to the Government's interests.

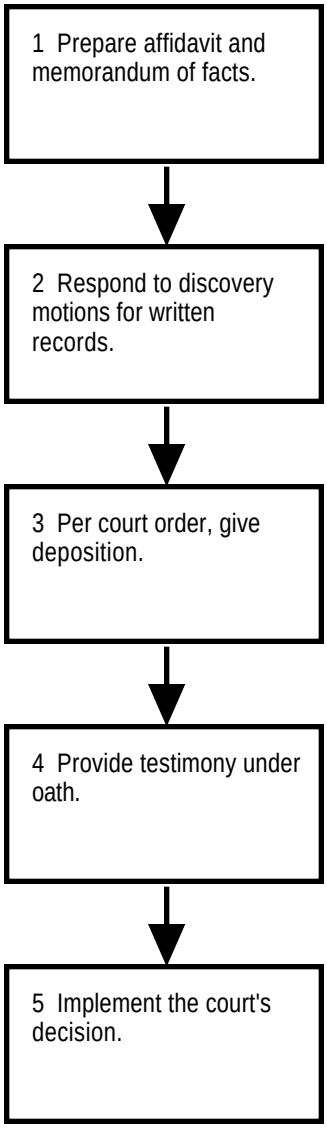
Tasks	Related Standards
4. Prepare and forward to GAO a report. Include a copy of: • The protest. • The offer of the protesting offeror and the offer being considered for award or protested. • The solicitation, including specifications or portions relevant to the protest. • All evaluation documents. • Abstract of offers or relevant portion. • Any other relevant documents. • The contracting officer's signed statement setting forth the findings of fact, actions taken, recommendations, and any additional evidence or information necessary to determine the protest's validity. • List of other parties receiving a copy of the report. • List of documents withheld from the protestor and other interested parties (annotated to identify any specifically requested by the protestor) and reasons for withholding. • Any determinations for continuing the contract action or performance after receipt of the protest.	4. In preparing and forwarding the report, comply with FAR 33.104(a)(3). Make available to GAO any documents specifically requested by the protestor. Also keep GAO apprised of the name, title, and phone number of agency official(s) knowledgeable about the protest's subject matter.
5. Determine whether to furnish a copy of the report to GAO and other documents to interested parties. Reasons for withholding may include (among others): • Document already furnished to or was prepared by the party. • Data are classified. • Data would give the party a competitive advantage. • Protestor's' documents withheld from other interested parties pursuant to law or regulation.	5. Other than for the protestor, provide a copy of the report only to parties that responded to the notice (see Task 1). Determine whether to seek a protective order from GAO for agency documents. For documents covered by a GAO protective order, only furnish copies as provided in that order. If, within two work days after receipt of the agency report, the protestor requests additional documents, provide said documents to GAO within 5 working days of receipt of request. Determine whether to also furnish the documents to the protestor and other interested parties. Notify GAO of any documents withheld from the protestor and other interested parties, along with reasons for withholding.

Tasks	Related Standards
6. Participate in hearings, if any, scheduled by GAO.	6. Prepare comments necessary on the he
7. Prepare comments on the hearing.	7. File comments within 7 working days of the hearing.
8. Upon receipt of GAO's recommendation: • Accept and implement the recommendation, or • Appeal to the head of the agency or his/her designee.	8. Appeal only when (1) the case is solid and (2) the requiring activity is willing to present and defend "magnitude of injury" or protests costs appear unreasonable. File a report with the Comptroller General within 60 days of receipt of GAO's recommendation if the agency decides not to comply, justifying the decision.

Part C: Protests to GSBCA

See the “FIP Resources” specialized area of instruction for details.

Part D: Protests to the Courts

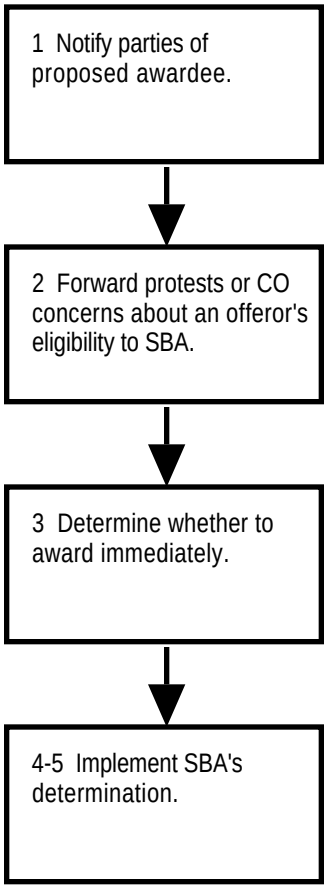


UNIT 52 PROTESTS

Part D: Protests to the Courts

Tasks	Related Standards
1. Upon notification of court filing (temporary restraining order; preliminary and/or final injunction), prepare affidavit and memorandum of facts (equivalent to findings of fact).	
2. Respond to discovery motions for written records (including justification for withholding of any data).	
3. Per court order, give deposition (under oath, responding to examination from plaintiff's attorney).	
4. Provide testimony under oath, as directed by the judge.	
5. Implement the court's decision	

Protests to SBA of Eligibility for a Set-Aside



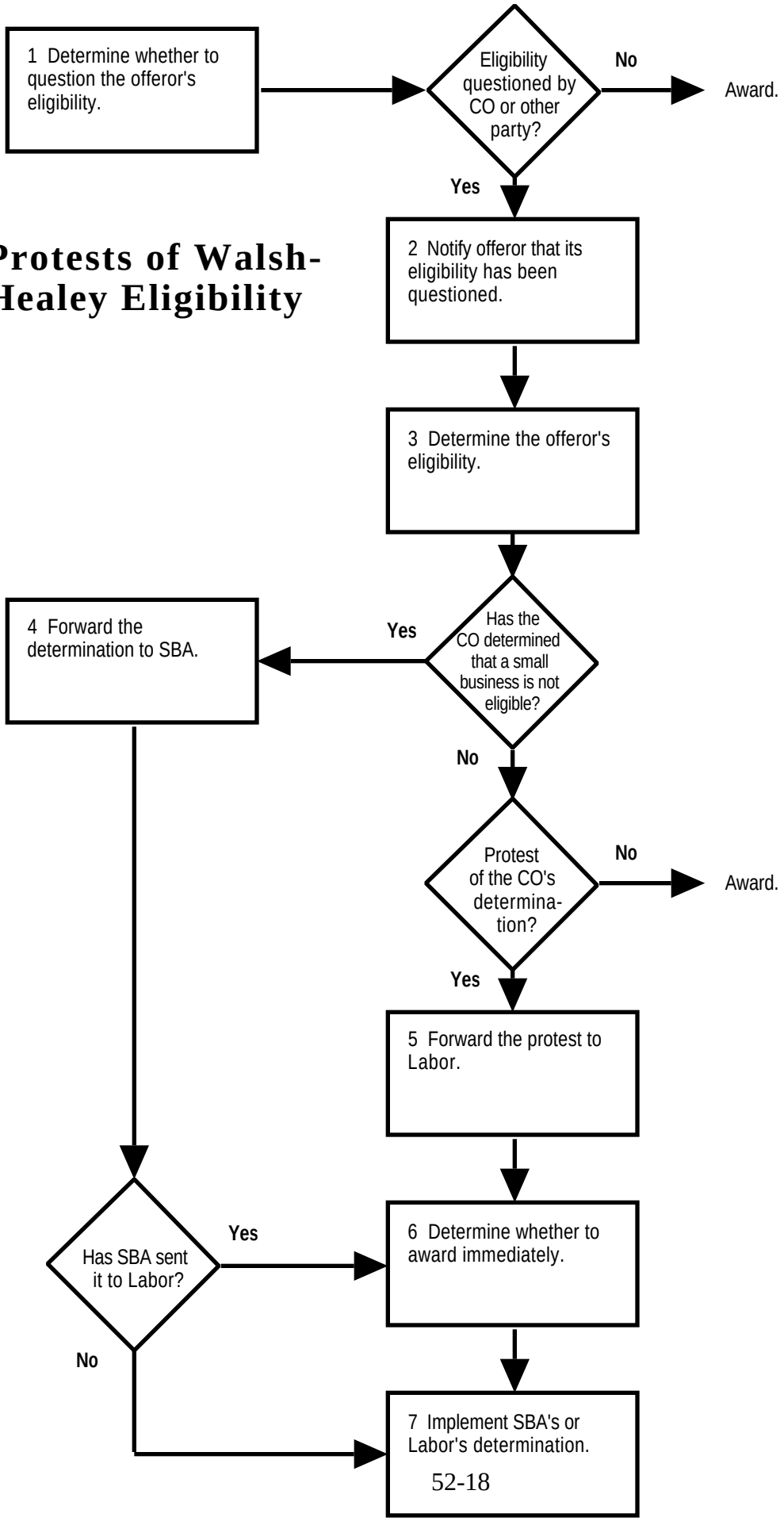
UNIT 52 PROTESTS

Part E: Protests to SBA of Eligibility for a Set-Aside

Tasks	Related Standards
1. Prepare notices to interested parties identifying proposed awardee (for negotiated procurements).	E1. Notices should be prepared and distributed per agency policy.
2. Forward to SBA the names of any offerors (or subcontractors) which certified themselves as small businesses but are questionable. • By the Contracting Officer (based on market research and acquisition histories, per Unit 5). • By unsuccessful offerors or other interested parties (e.g., the contractor, with respect to a subcontractor).[1]	E2. Accept no protest from other interested parties unless made within 5 days after public opening or within 5 days after issuing the preaward notification (see Unit 50). Protests must be in writing (although a written protest can be accepted if it is postmarked no later than one day after an oral protest that has been tendered within the 5 day period).
2.1 Forward to SBA any protest of award from another offeror or interested party which challenges the claim of an awardee to being an organization for the handicapped.[2]	E2.1 Section 133 of P.L. 100-590 authorizes public and private organizations for the handicapped to participate for FYs 1989-1993 in acquisitions set-aside for small business concerns. Reject protests that arrive later than five working days after bid opening or receipt of the notice of award (per Unit 50).
3. Determine whether to withhold award pending outcome of the protest. • Withhold award for at least 10 business days (or until SBA makes the size determination, whichever comes first), or • Prepare determinations to award immediately. - Notify SBA of award. - Notify protestors.	E3. Award immediately if necessary to protect the public interest. Otherwise, withhold award as long as practical pending receipt of SBA's determination.
4. Implement the SBA recommendation.	
5. Initiate action under section 16(d) of the Small Business Act (see 13 CFR 124.6) if a business entity has misrepresented itself to obtain a set-aside or an 8(a) contract.[3]	E5. Per FAR 19.301(d).

[1]FAC 90-3.
[2]FAC 90-4.
[3]FAC 84-56.

Protests of Walsh-Healey Eligibility



UNIT 52 PROTESTS

Part F: Protests of Walsh-Healey Eligibility

Tasks	Related Standards
1. Determine whether to reject the offer or question the offeror's eligibility under Walsh-Healey.[1]	F1. **Reject** the offer if: • The offeror's representation indicates that it is not a manufacturer or regular dealer of the supplies offered, or • It qualifies or places a reservation on the representation and stipulations to avoid full compliance with the Act. **Question** the eligibility of the offeror if: • You have knowledge (e.g., from market research per Unit 47) that raises the question of the validity of the representation, • A protest has been lodged by another offeror prior to award, • The offeror in line for award has not previously been awarded a contract subject to the Act by the individual acquisition office, or • A preaward investigation or survey of the offeror's operations is otherwise being made to determine the technical and production capability, plant facilities and equipment, and subcontracting and labor resources of the offeror.
2. Notify interested parties that the Walsh-Healey eligibility of the offeror in line for award has been questioned.	F2. Provide notice in writing to the offeror in line for award that: • Its eligibility for award has been questioned and the specific reasons therefore, and • To be considered for award, it must submit evidence that affirms its eligibility to the contracting officer within 10 working days. If a protest has been lodged by another offeror prior to award, notify the protestor in writing that evidence concerning the matter may be submitted to the contracting officer within 10 working days. Notify other offerors whose offers might become eligible for award that the award is to be held up pending a determination of the apparently successful offeror's eligibility, and request them to extend their acceptance period, if necessary (per Unit 31).

[1]This is a new task relative to the EO's in the 1989 edition of the Contract Management Training Blueprints. The following tasks are renumbered accordingly.

Tasks	Related Standards
3. Determine the offeror's eligibility.	F3. Correctly apply the criteria in FAR 22.606. Consider all available factual evidence, including data from such sources as: • The offeror and the protestor (if any). • Preaward surveys. • Other acquisition offices. • The cognizant contract administration office. • An on site survey conducted specifically for this purpose. After making the determination, notify the apparently successful offeror and the protestor (if any) of the determination and the procedure to be followed if either party disagrees with the decision.
4. If the offeror is a small business, forward a determination of ineligibility to SBA.	F4. Forward this determination to SBA even if the offeror does not protest the determination.
5. Otherwise, forward any protest of the CO's determination to the Department of Labor. Include: • The protest. • All pertinent material.	F5. Forward a protest to the Administrator of the Wage and Hour Division only if: • The offeror protests a determination of ineligibility, or • Another offeror protests a determination of eligibility.
6. Determine whether to award pending the outcome of a Labor's review.	F6. Award immediately if the contracting officer certifies in writing, and the certification is approved as required by agency regulation, that— • The items to be acquired are urgently required, or • Delay of delivery or performance by failure to make the award promptly will result in substantial hardship to the Government. When award is made, document the contract file to explain the need for making the award before a determination of the offeror's eligibility by the DOL and give prompt written notice of the decision to award to the DOL and, as appropriate, the protester, the SBA, and other concerned parties.
7. Implement the SBA or Labor determination on the offeror's eligibility.	

UNIT 53 FRAUD AND EXCLUSION

(Blueprint 50A — 4/1/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Refer indications of fraud or other civil or criminal offenses to responsible officials.
Conditions	Given indicators that a contractor, Federal, and/or other personnel have committed fraud or other civil or criminal offenses.
Overall Standard(s)	Report all potential indicators of fraud and other civil or criminal offenses are reported. Accurately identify the responsible official(s) and report to them through proper channels.

Evaluator

_____
Name

_____
Title

_____
Date

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 53 FRAUD AND EXCLUSION

Policies

FAR	*Agency Suppl.*	*Subject*
3.103-2(b)(3) and 2(b)(4)		Reporting suspected collusion.
3.104-3 3.104-11		Prohibited conduct under the Procurement Integrity Act.
3.201 and 3.203 - 204		Contractor gratuities to Government personnel.
3.3		Reports of suspected anti-trust violations.
3.400 - 403 and 407- 410		Contingent fees.
3.502		Subcontractor kickbacks.
3.6		Contracts with Government employees.
3.7		Voiding or rescinding a contract upon final conviction for bribery, et. al.
9.4		Debarment, suspension, and ineligibility.
22.809		Enforcement of EO 11246.
49.106		Fraud related to settlement of a terminated contract
52.203-1 through 203-13		Related clauses
52.209-5		Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
52.214-4		False statements in bids.

Other KSA's

1. Knowledge of Federal statutes and regulations that apply to contracts and types of potential violations (e.g., false statements, false claims, conspiracy to defraud, tax law violations, bribery, illegal gratuities, conflicts of interest , antitrust violations, contingent fees).

2. Knowledge of typical indicators of fraud (i.e., grounds for reasonable suspicion), such as false invoices, phantom contractors, falsification of Government furnished property records, unbalanced bidding, split purchases, etc. For indicators of antitrust violations, see FAR 3.303(c).

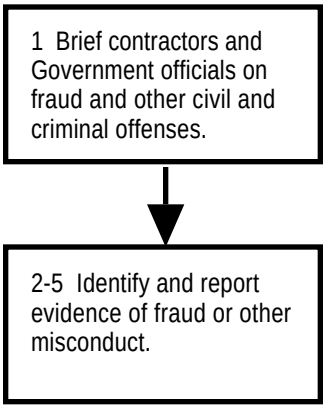
3. Knowledge of potential remedies and redress when contractors violate Federal statutes, in terms of the following hierarchy:
- Criminal Penalties - fines, imprisonment.
- Civil Penalties - False Claims Act, Disputes Act, Common Law Fraud, Voiding of Contract, forfeiture of claims.
- Administrative Penalties - contract termination, price reductions, debarment or suspension, withholding of funds.

4. Knowledge of indicia of affiliation (evidence acceptable in case law that one company is in fact a "front" for another)

5. Knowledge of reporting channels (e.g., IG hotlines) and responsible officials for different provisions of law and regulation.

Other Policies and References (Annotate As Necessary):

FRAUD AND EXCLUSION



UNIT 53 FRAUD AND EXCLUSION

Tasks	Related Standards
1. Brief contractors and Government representatives on Federal statutes and regulations regarding fraud and other civil or criminal offenses. • Alert contracting officer representatives (per Unit 54). • Counsel contractors as part of post-award orientations (per Unit 55).	1. Reduce the chances for violation of laws out of ignorance.
2. Monitor offeror and contractor actions (per Unit 58).	
3. Identify and report any suspicion of fraud and other civil or criminal offenses to the Inspector General (e.g., from the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters).	3. Detect all indicators of fraud and other criminal offenses.
4. Identify other officials who have a need to know about investigations of fraud or other civil or criminal offense. • Legal counsel. • Requiring activity (after consultation with the Inspector General about what may be disclosed). • Department of Labor for labor law violations. • Contracting officer representatives.	
5. Provide additional information requested by responsible officials.	

POST-AWARD UNITS

Start-Up	Quality Assurance	Payment and Accounting	Closeout
Planning 54. Contract Administration Planning 55. Post-Award Orientations **Ordering** 56. Ordering Against Contracts and Agreements **Subcontracting** 57. Consent to Subcontracts	**Monitoring and Problem Solving** 58. Monitoring, Inspection, and Acceptance 59. Delays 60. Stop Work 61. Remedies **Property** 62. Property Administration **Reporting Performance Problems** 63. Reporting Performance Problems	**Payment** 64. Limitation of Costs 65. Payment 66. Unallowable Costs 67. Assignment of Claims 68. Collecting Contractor Debts 69. Progress Payments 70. Price and Fee Adjustments **Accounting** 71. Accounting and Cost Estimating Systems 72. Cost Accounting Standards 73. Defective Pricing	**Closeout** 74. Closeout

TAB D-5 POST-AWARD UNITS

Contract Modification	Termination	Claims	
Modifications/Options 75. Contract Modifications	**Termination** 76. Termination 77. Bonds	**Claims** 78. Claims	

UNIT 54 CONTRACT ADMINISTRATION PLANNING

(Blueprint 33 — 4/1/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Develop a contract administration plan and instruct Government personnel on their roles.
Conditions	Given the contract and contact with technical and other support personnel.
Overall Standard(s)	Plan provides for the review, evaluation, and judging of contractor's performance in critical areas. Roles of contracting officer representatives and other support personnel are properly and clearly defined.

Evaluator

_____
Name

_____
Title

_____
Date

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 54 CONTRACT ADMINISTRATION PLANNING

Policies

FAR	*Agency Suppl.*	*Subject*
4.803		Contracting office contract files.
42.1		Interagency contract administration and audit services.
42.2		Assignment of contract administration.
42.3		Contract administration office functions.
42.6		Corporate administrative contracting officers.
42.11		Production surveillance and reporting.
46.408		Single agency assignments of Governmentwide contract quality assurance.
47.105		Transportation assistance.

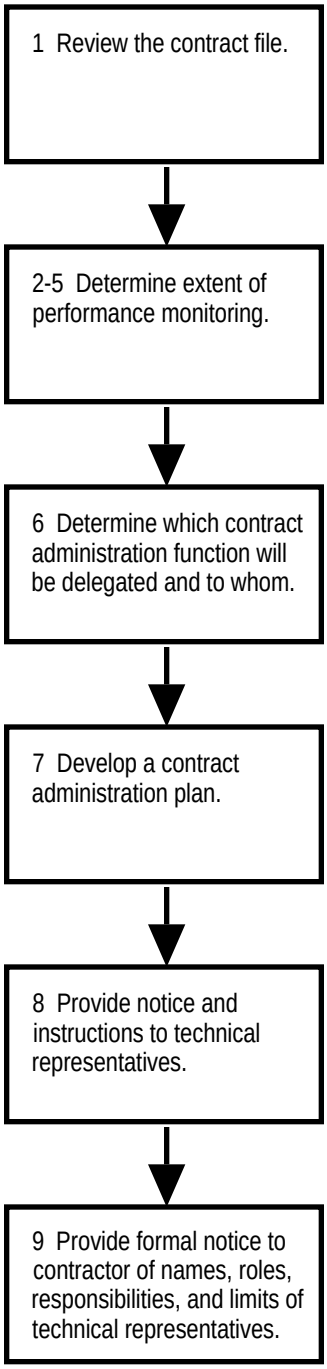
Other KSA's

1. Knowledge of :
   - The elements of contract administration plans and the rationale for developing such plans.
   - Contract administration activities and the delegation of authority for administering contracts.
   - Other supporting offices (e.g., property specialists, transportation assistance, etc.).

2. Ability to identify contract clauses that affect the preparation of contract administration plans (e.g., by specifying when or where the contractor is to report, perform, notify, and/or deliver and by specifying when or where the Government is to furnish property, notify the contractor, et. al.). Examples include clauses on:
   - Furnishing of Government property (e.g., 52.245-2 and 4).
   - Progress Reporting (e.g., 52.232-20 and 242-2).
   - First article testing (52.209-3 and 209-4).
   - Delivery schedules (52.212-1 through 3).
   - FOB points (e.g., 52.247-29 through 44).
   - Inspection (e.g., 52.246-2 through 246-4).
   - Payment (e.g., 52.216-7, 232-1, and 232-16).
   - Options (e.g., 52.217-6 through 9).

Other Policies and References (Annotate As Necessary):

CONTRACT ADMINISTRATION PLANNING



UNIT 54 CONTRACT ADMINISTRATION PLANNING

Tasks	Related Standards
1. Review the contract file to identify critical contract clauses and requirements.	1. Identify all clauses that bear on performance (e.g., specification, delivery schedule, etc.) and monitoring.
2. Assign a criticality designator to the contract.	2. Assign a designator as prescribed in FAR 42.1105.
3. Identify, from acquisition history, previous issues and problems with the same contractor or contracts for similar requirements. • Patterns of performance. • Previous remedies and contractor's reactions to same. • Key personnel involved.	3. Data from non-Government personnel should be kept confidential.
4. Meet with requiring activity to discuss performance monitoring. • Share acquisition history with the requiring activity. • Identify and rank the requiring activity's priorities.	4. Focus performance monitoring on requiring activity's priorities.
5. Determine the extent of performance monitoring. Factors to consider: • Criticality of the requirement. • Contract requirements for reporting progress and performance. • Contract performance schedule. • Contractor's production or performance plan. • Contractor's history of contract performance. • Contractor's experience with the contract supplies or services. • The contractor's financial capability.	5. Only monitor delivery for contracts under the small purchase threshold or fixed price contracts for commercial supplies.
6. Determine which contract administration functions will be delegated and to whom.	6. Do not delegate authority that FAR 42.2 and 42.3 reserve for the contracting officer. Identify the limits on any delegated authority.

UNIT 54 CONTRACT ADMINISTRATION PLANNING

Tasks	Related Standards
7. Develop a contract administration plan. Include: • A listing of contract terms and conditions related to administration. • Contract milestones. • Contractor reporting procedures. • Quality assurance guidelines (from requiring activity). • Inspection and acceptance process (from requiring activity). • Names, roles, authorities, and limits on authority of contract administration team members. • Milestones for reports from contract administration team members.	7. The plan should be complete and enable tracking of delivery requirements. The plan should also be consistent with contract terms and conditions.
8. Provide notice and instructions to technical representatives and other support personnel of their roles, responsibilities, and limits of authority. • In writing, where necessary. • Furnish copies of plan.	8. Notice should be complete and accurate. Do not delegate authority reserved for the contracting officer. Instructions should be correct and complete. Correctly explain the doctrine of constructive changes and potential consequences to the contractor, the Government, and the representative of transcending limits on authority.
9. Provide formal notice to contractor of names, roles, responsibilities, and limits of technical representatives and other support personnel. • Government technical representative (e.g., COR). • Quality assurance/inspection personnel. • Property management specialists (if Government furnished property). • Others.	9. Notice should be complete and accurate.

UNIT 55 POST-AWARD ORIENTATIONS

(Blueprint 32 — 4/2/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Conduct postaward orientations for contractors.
Conditions	Given relevant documents (e.g., the solicitation, the contract, the offer, the price negotiation memorandum, records on the contractor's previous experience with Government contracts) and contractor inquiries.
Overall Standard(s)	The contractor is correctly informed of all postaward rights, duties, and milestones of both parties that affect substantial performance. All potential issues that may affect substantial performance are identified and resolved. The resolution of each issue is fully documented in a postaward report.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 55 POST-AWARD ORIENTATIONS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 55 POST-AWARD ORIENTATIONS

Policies

FAR	*Agency Suppl.*	*Subject*
4.7		Contractor records retention.
4.403(c)		Informing contractors of security classifications and requirements,
22.102		Federal and state labor requirements — encouraging contractors to cooperate with Federal and State agencies responsible for enforcing labor requirements and to use the U.S. Employment Service and local Statement employment offices.
22.608-5		Furnishing the contractor with DOL WH-1313, Notice to Employees Working on Government contracts.
22.805(b)		Furnishing the contractor with the poster "Equal Opportunity is the Law."
22.901		Information regarding Federal policies on nondiscrimination because of age.
22.1018		Notifying service employees of minimum wages and fringe benefits (e.g., through DOL WH-1313, Notice to Employees Working on Government contracts.)
22.1020		Seniority lists.
22.1304		Dept. of Labor notices and reports re: special disabled and Vietnam era veterans.
22.1404		Dept. of Labor notices re: employment of the handicapped.
42.5		Postaward orientations.
42.1401		Instructing contractors on carrier services and equipment.
52.202-1		Definitions.
52.214-29		Order Of Precedence.
52.215-33		Order Of Precedence.

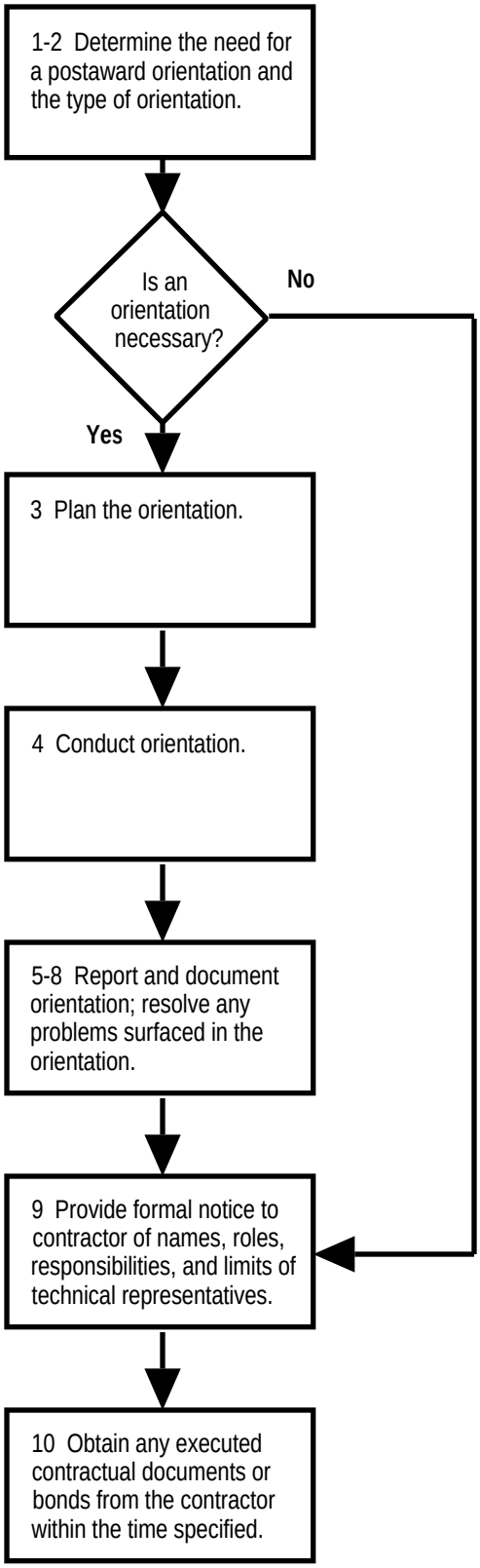
Other KSA's

1. Knowledge of:
   - Essential elements of a contract.
   - Legal principles regarding work statements and specifications; principles for interpreting the language of a contract.
   - Clauses and legal principles regarding the contractor's rights, conditions, and duties of performance under contract (e.g., inspection, delivery, acceptance, modifications, et al.).
   - Differences between agreements on interpretation and contract modifications.
   - Constructive change.
   - Risk assumption and techniques for reducing level of risk of both parties.
   - The contractor's duty to perform notwithstanding the fact of a postaward orientation.
   - The Government's options (including pros, cons, and related policies) when agreements cannot be reached on issues that may affect substantial performance.
   - The Freedom of Information Act.

2. Ability to present an overview of Government contract administration, in terms of contractor rights, duties, and milestones.

Other Policies and References (Annotate As Necessary):

POST-AWARD ORIENTATIONS



UNIT 55 POST-AWARD ORIENTATIONS

Tasks	Related Standards
1. Determine the need for postaward orientation. • Identify contract requirements on which there may not be a meeting of the minds between the contractor and the Government (based on contractor inquiries or an independent review of relevant documents). • Identify milestones for contract administration. • Determine the need to provide a general briefing on Government contract administration or topical briefings on such matters as: - Security classifications and requirements (per FAR 4.403). - Record retention requirements (FAR 4.7) - Labor standards requirements of the contract under the Service Contract Act (if applicable). - Federal and State agencies responsible for enforcing labor requirements (in terms of encouraging the contractor to cooperate with them per FAR 22.101). - Federal and State employment services. - Federal policies on non-discrimination because of age (per FAR 22.902).	1. Identify all issues that may affect substantial performance. Recognize and mitigate risks to both the contractor and to the Government from the contractor's inexperience. Consider such factors as: • Nature and extent of the preaward survey and any other prior discussions with the contractor. • Type, value, and complexity of the contract. • Complexity and acquisition history of the product or service. • Requirements for spare parts and related equipment. • Urgency of the delivery schedule and relationship of the product or service to critical programs. • Length of the planned production cycle. • Extent of subcontracting. • Contractor's performance history and experience with the product or service. • Contractor's status, if any, as a small business or small disadvantaged business concern. • Contractor's performance history with small business and small minority business subcontracting plans. • Safety precautions required for hazardous materials or operations. • Complexity of the financing arrangements.
2. Determine the type of orientation: • Telephone. • Letter. • Formal conference.	2. Select the most appropriate type.
3. Plan the orientation. • Prepare the Government's position on key issues. • Prepare the agenda and determine time and place of the conference, if any. • Designate the Government's participants in the orientation. • Brief the Government's participants on their roles. • Provide a copy of the agenda to the contractor. • Obtain a contractor response to the agenda. • Finalize the Government's position.	3. Clearly express the Government's expectations on each issue that may affect substantial performance.

UNIT 55 POST-AWARD ORIENTATIONS

Tasks	Related Standards
4. Conduct orientation • Present the names, roles, authorities, limits, and responsibilities of the Government's representatives (from Unit 54). • Provide general instructions on contract administration and the contractor's rights and duties. • Provide the contractor with seniority lists, notices for posting, and/or any other data that the Government is required to furnish at or before the commencement of work. • Secure agreement on milestones and on the interpretation of any other key provisions in question: Performance, delivery, payment, etc.	4. Emphasize that it is not the purpose of the conference to change the contract. Give the contractor all information necessary to mitigate his/her risk and the Government's risk. Request all information necessary to confirm that the contractor's understanding of key provisions matches the Government's understanding. In the role of the contracting officer, make commitments or give directions within the scope of your authority and put in writing and sign any commitment or direction, whether or not it changes the contract. During the conference, do not allow participants without authority to bind the Government in any way that alters the contract.
5. Prepare a report of the postaward conference. Include: • The names and affiliations of all participants. • All items discussed. • Areas requiring resolution. • Names of participants assigned responsibility for further actions. • Due dates for the actions.	5. Furnish copies to the contracting office, the contract administration office, the contractor, and others requiring the information.
6. Select a course of action when an agreement on a key issue cannot be reached.	
7. Identify need for unilateral or bilateral contract modifications (see Unit 75), if any.	7. Changes to the contract resulting from the conference should be made only by a formal contract modification.
8. Document the contract file.	
9. Provide information on the contract and performance to interested parties.	9. Do not release information covered by exemptions from the Freedom of Information Act (e.g., proprietary data).
10. Obtain any executed contractual documents or bonds from the contractor within the time specified after award.	

UNIT 56 ORDERS AGAINST CONTRACTS AND AGREEMENTS

(Blueprint 34 — 5/10/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Orders Against Federal Supply Schedules and Other Indefinite Delivery Contracts

Duty Issue orders against contracts.

Conditions Given a purchase request and an indefinite delivery contract.

Overall Standard(s) When ordering against contracts, comply with terms and conditions. Place orders with most economical and efficient supplier, in terms of meeting the specific minimum need. Initiate a new competitive procurement when market research indicates that suppliers not under contract are likely to offer more competitive terms.

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Orders Under Basic Ordering Agreements

Duty Determine whether to order against the BOA; prepare and issue orders against BOAs.

Conditions Given a Basic Ordering Agreement (BOA) and a request to order under the BOA.

Overall Standard(s) When ordering under a BOA, correctly determine whether the requirement is covered by the scope and intent of the BOA and the extent of competition required for the order. Do not obligate the Government to pay more than a fair and reasonable price (or ceiling price, for unpriced orders) for the work to be performed. Correctly interpret and apply the BOA's terms and conditions on such matters as acceptance of the order.

Evaluator Name _____

Title _____

Date _____

UNIT 56 ORDERS AGAINST CONTRACTS AND AGREEMENTS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 56 ORDERS AGAINST CONTRACTS AND AGREEMENTS

Policies

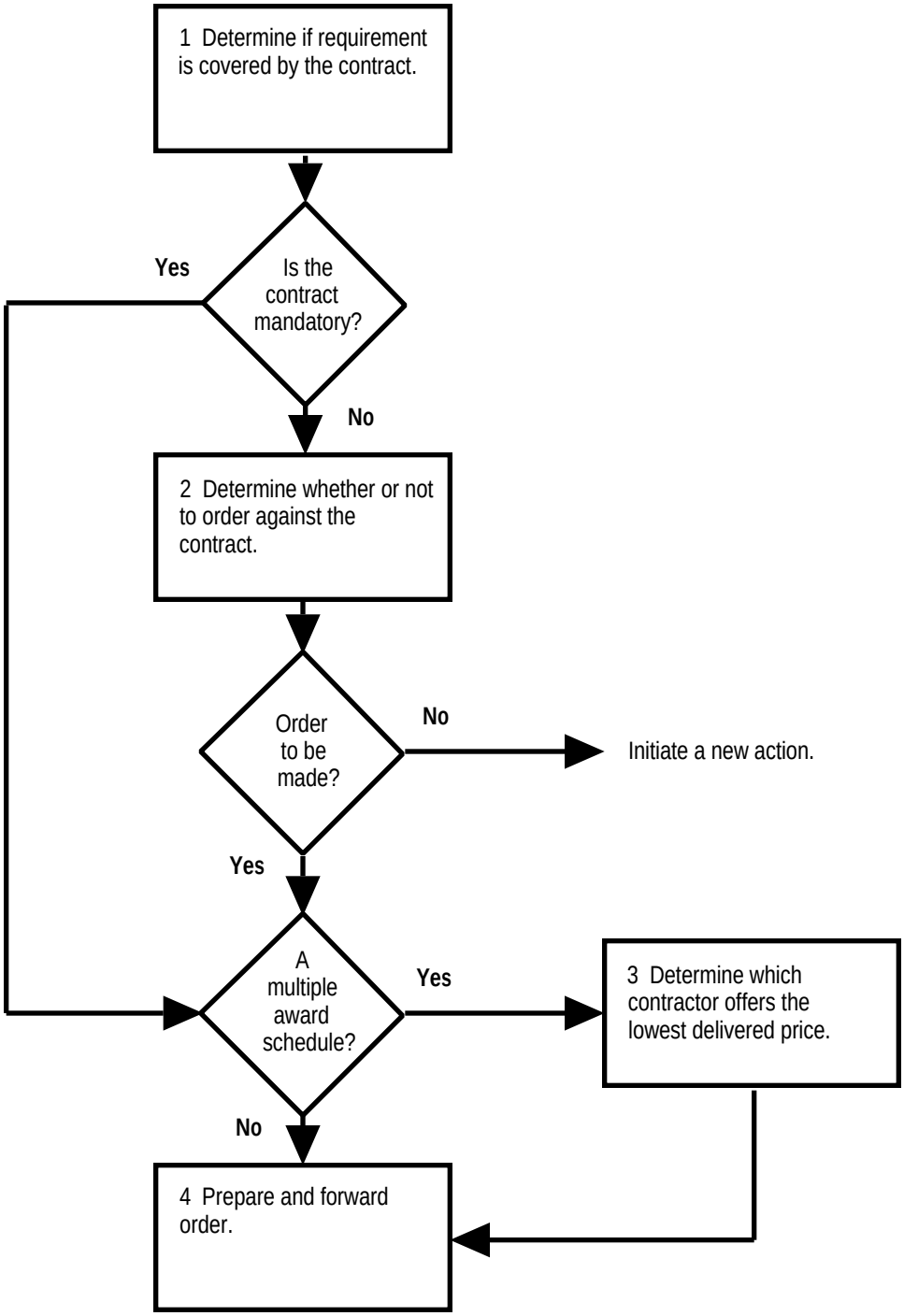
FAR	*Agency Suppl.*	*Subject*
3.103-3		No need for another Independent Pricing Certificate.
6.001		Part 6—Competition Requirements—not applicable to orders against indefinite delivery contracts if…
8.4		Ordering from the Federal Supply Schedules.
8.604		Ordering from Federal Prison Industries.
8.705-2 8.705-3 8.707		Ordering from workshops for the blind and other severely handi-capped.
16.506(c)-(d)		Orders against indefinite delivery contracts.
16.703(a) and 703(d)		Ordering against basic ordering agreements.
17.504 and 17.505		Ordering from other agencies under the Economy Act.
25.107		GSA responsibilities for compliance with the Buy American Act.
27.304-2		Patent clauses when contracts are placed by or for other Government agencies.
52.216-18 through 22		Clauses for indefinite delivery contracts.

Other KSA's

1. Reserved.

Other Policies and References (Annotate As Necessary):

Orders Against Federal Supply Schedules and Other Indefinite Delivery Contracts



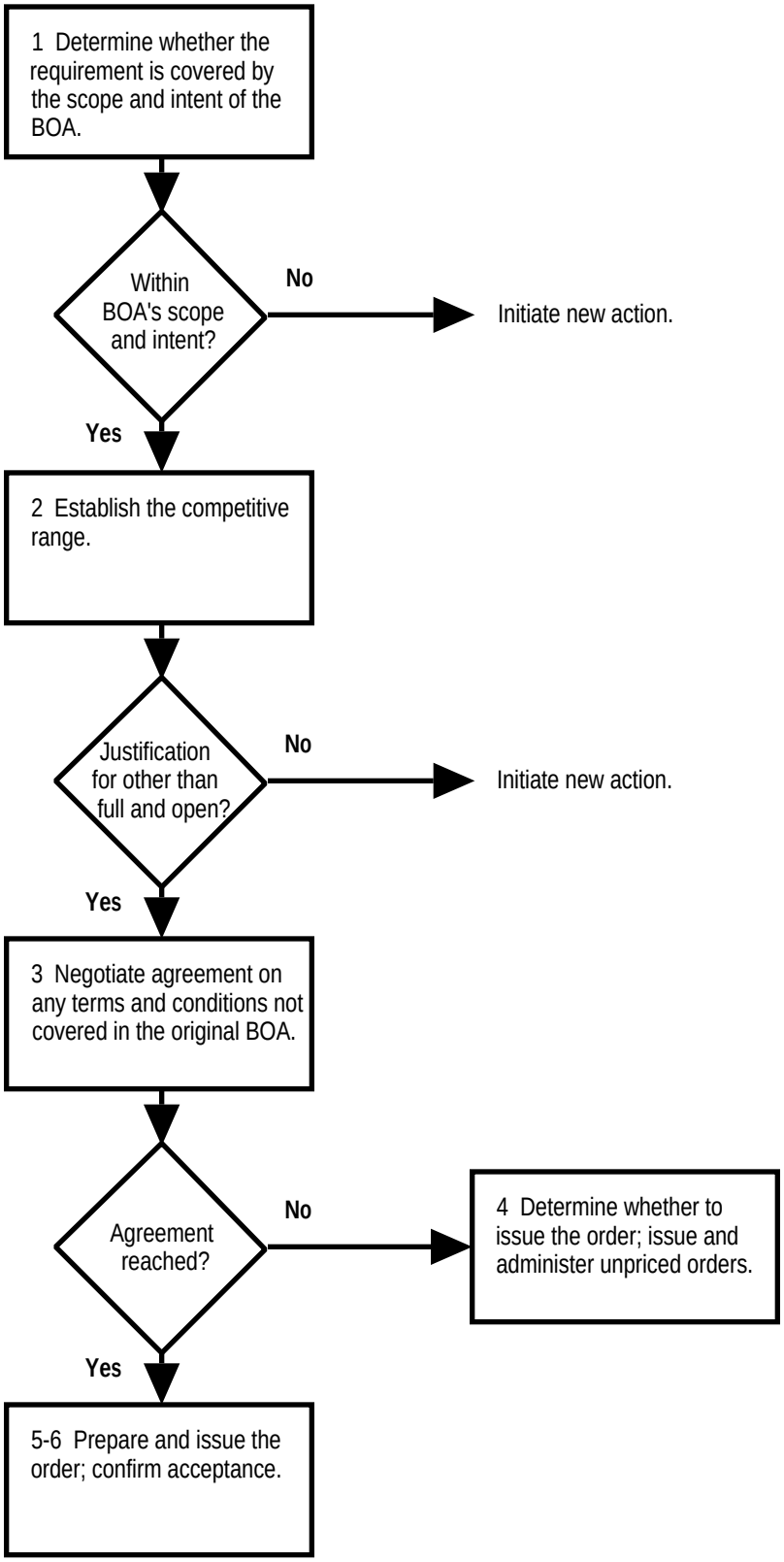
UNIT 56 ORDERS AGAINST CONTRACTS AND AGREEMENTS

Part A: Orders Against Federal Supply Schedules and Other Indefinite Delivery Contracts

Tasks	Related Standards
1. Determine if requirement is covered by the contract. • Mandatory use (see Unit 9 for determining whether a required source is applicable and whether an exception to its use applies), or • Optional use.	A1. Correctly identify all requirements covered by existing indefinite delivery contracts.
2. If optional, determine whether or not to order against the contract.	A2. Do not order against the contract if market research (per Unit 5) indicates that the requirement can be better satisfied through a new competitive procurement.
3. If procuring from a multiple award Federal Supply Schedule, determine which contractor offers the lowest delivered price. Consider: • Delivery time. • Specific or unusual requirements such as differences in performance characteristics. • Compatibility with existing equipment or systems. • Trade-in considerations. • Special features required for effective program performance.	A3. If the ordering office has available fewer than 3 price lists from current schedule contractors that offer the required items, obtain additional price lists from contractors listed in the GSA schedule for the required items.[1] Select the contractor that can meet the minimum functional need at the lowest delivered price. Document the reasons for ordering a higher priced item. Follow the order of priority from Unit 33 when two or more offerors are offering the same delivered price.
4. Prepare and forward order.	A4. Comply with terms and conditions of the contract in preparing and forwarding orders. When ordering from Federal Supply Schedules, also comply with FAR 8.405-2 and 8.407. When ordering from Federal Prisons Industries, Inc., comply with FAR 8.604. When ordering from Workshops for the Blind and Other Severely Handicapped, comply with FAR 8.705-2, 8.705-3, and 8.707. When ordering against indefinite delivery contracts, comply with 16.506(d).

[1]FAC 90-4.

Orders Under Basic Ordering Agreements



UNIT 56 ORDERS AGAINST CONTRACTS AND AGREEMENTS

Part B: Orders Under Basic Ordering Agreements

Tasks	Related Standards
1. Before issuing an order, determine whether the requirement is covered by the scope and intent of the BOA. Factors: • Dollar amount of individual order. • The terms and conditions of the original BOA. • The request for supplies or services under the BOA.	B1. Order against the BOA only when the conditions that justified the original BOA are met by this procurement. Make certain of currency of the BOA, given any modifications, before issuance of order.
2. Establish the extent of competition (per Unit 12). • Determine whether the order falls under small purchase thresholds (if so, observe requirements for competition under FAR part 13). • Determine whether the BOA source is the only known, responsible source. Before placing the order, a synopsis is required to verify the absence of other sources. • Determine whether urgency justifies placing or competing orders with companies with whom BOA's have been established that cover the requirement (no synopsis required). • Otherwise, issue a new solicitation.	B2. Ensure that the use of the BOA is not prejudicial to other offerors.
3. Negotiate agreement on any terms and conditions (e.g., price, quantity, time, and place of delivery) not covered in the original BOA. If prices were not fixed in the original BOA: • Obtain price proposal. • Analyze market conditions and pricing data to develop and support the Government's prenegotiation position on price (see Unit 37). • Conduct negotiations and obtain agreement on price (per Units 43-45).	B3. Identify all terms and conditions left open under the BOA. If fast payment is included, observe FAR 13.303.

UNIT 56 ORDERS AGAINST CONTRACTS AND AGREEMENTS

Part B: Orders Under Basic Ordering Agreements

Tasks	Related Standards
4. If there is failure to reach a price agreement for an order to be issued, determine whether to order. Consider: • The contractor (what is the risk, given past behavior, that the contractor will try to take advantage of the situation). • Urgency of the need. • Production/delivery leadtimes. • Possibility of developing other suppliers. • Cost of reprocuring against extra cost that might be incurred by reason of the unfavorable situation.	B4. Do not issue order when there is substantial risk of incurring an unreasonable price unless there is absolutely no alternative. Do not issue the order without a reasonable ceiling price and then only when: • The BOA provides adequate procedures for timely pricing of the order early in its performance period, or • The need for the supplies or services is compelling and unusually urgent. If the decision is to order: • Issue the order with a unilaterally established ceiling price (per Unit 37 or 40). • Invite contractor to submit a price proposal and negotiate a supplemental agreement. • If a satisfactory agreement on price is not negotiated prior to completion of work under the order, inform the contractor that he/she may file a dispute under Disputes Clause of Contract (See Unit 78). In no event price an entire order retroactively. Do not issue a modification unless the price is fair and reasonable.
5. Prepare and issue the order.	B5. Obtain justifications and approvals, as well as any determinations and findings, required for the order (e.g., to justify less than full and open competition as described in Unit 12)—as though the order were a contract awarded independently of the BOA. Order as prepared should conform to FAR 16.703(d)(2).
6. Confirm acceptance by the contractor. • If contractor provides notice of rejection per the BOA's terms and conditions, determine the validity of contractor's grounds for rejection. • If the contractor has no valid grounds for refusing to accept the order, see Unit 61. • If the contractor claims excusable delay, determine whether the delay is in fact excusable (per Unit 59)	B6. Comply with procedural formats in the agreement for acceptance or rejection, if any were established by the terms and conditions of the BOA.

UNIT 57 CONSENT TO SUBCONTRACTS

(Blueprint 47.2 — 4/3/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Consent Requirements

Duty Incorporate consent requirements in the RFP.

Conditions Given Purchase Requests, market data, acquisition histories, estimated value of the contract, and a decision on the type of contract to solicit.

Overall Standard(s) Correctly identify the clause(s) (if any) that are applicable to the contract action.

Evaluator Name _____

Title _____

Date _____

Certification for Part B:

Duties

1. Determine whether consent is required.

2. If required, consent (or decline to consent) to the placement of proposed subcontracts.

Conditions Given proposed subcontracts and a contract with the clause at FAR 52.244-1, 244-2 or 244-3.

Overall Standard(s) Identify all subcontracts which require consent and give or deny consent. Consent only to subcontracts that will be awarded to responsible subcontractors. Do not consent to any subcontract prohibited by the FAR. Do not consent to subcontracts (a) for supplies that should be made rather than bought, (b) that exceed minimum requirements or are not technically sound, and/or (c) would be awarded through procedures not likely to result in fair and reasonable prices or on-time delivery of needed supplies or services.

Evaluator Name _____

Title _____

Date _____

UNIT 57 CONSENT TO SUBCONTRACTS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 57 CONSENT TO SUBCONTRACTS

Policies

FAR	*Agency Suppl.*	*Subject*
9.402(a) and 9.405-2		Restrictions on consenting to subcontracts with excluded firms.
15.805-1(c)		Contractors required to perform price or cost analysis for all significant proposed subcontracts and purchase orders.
35.009		Consent to R&D subcontracts.
44.2		Consent to subcontracts.
44.3		Contractor's purchasing system reviews.
52.208-1 and 208-2		Required sources for jewel bearings.
52.209-6		Restrictions on subcontracting with excluded sources.
52.219-14		Limits on amount of subcontracting.
52.222-28[1]		EEO clearance of subcontracts.
52.244-1 through 3		Subcontract clearance requirements.
52.244-5		Requirement to compete subcontracts.

Other KSA's

1. Reserved.

Other Policies and References (Annotate As Necessary):

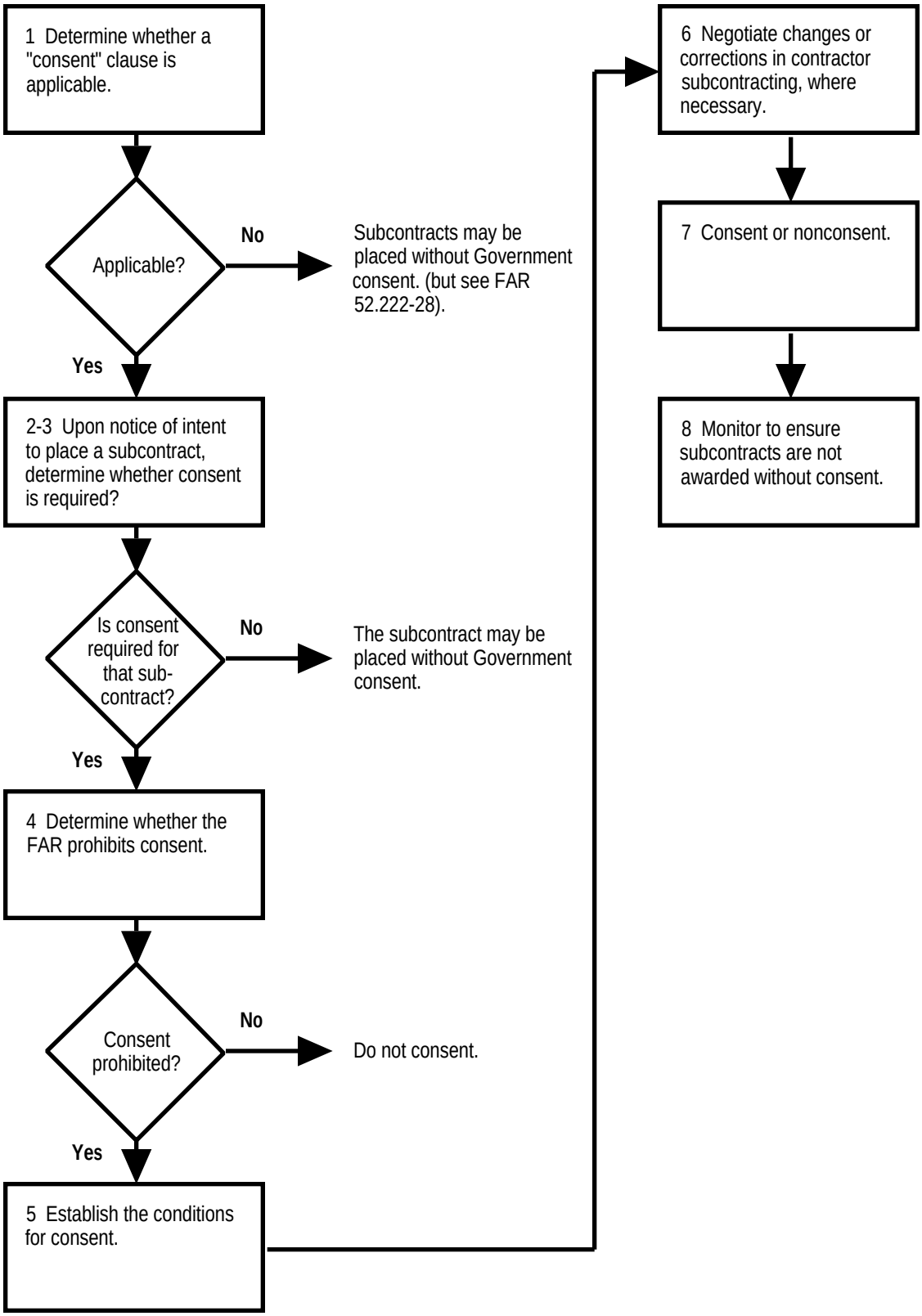
[1]References to 52.225-13 deleted in 2nd. edition.

UNIT 57 CONSENT TO SUBCONTRACTS

Part A: Consent Requirements

Tasks	Related Standards
1. Incorporate the clause at 52.244-1 when a fixed price contract is contemplated and • The contract amount is expected to exceed $500,000, or • The contracting officer determines that its use will be in the Government's interest.	A1. Incorporate the clause for contractors under $500,000 when closer surveillance of subcontracting is necessary because of the nature of the industry involved, criticality of the work expected to be subcontracted, absence of competition in placing the prime contract, uncertainties as to the adequacy of the contractor's purchasing system, or novelty of the supplies or services being purchased.
2. Incorporate the clause at 52.244-2 when a cost reimbursement or letter contract is contemplated.	
3. Incorporate the clause at 52.244-3 when a time-and-materials or labor-hour contract is contemplated.	
4. Incorporate the clause at 52.244-5 unless: • The contract amount is expected to fall within the small purchase limitation in Part 13, • The contract is firm fixed price awarded on the basis of adequate price competition or on the basis of prices set by law or regulation, • The contract type is time-and-materials or labor-hour, or • The contract is for architect-engineer services.	
5. Incorporate the clause at 52.222-28 (Equal Opportunity Preawrd Clearance of Subcontracts) when: • The contract amount is expected to be for $1,000,000 or more, and • The contract includes the clause at FAR 52.244-1, 52.244-2, or 52.244-3.	5. Do not include this clause in solicitations or contracts for construction.

CONSENT TO SUBCONTRACTS



UNIT 57 CONSENT TO SUBCONTRACTS

Part B: To Consent Or Not To Consent (5/13/91)

Tasks	Related Standards
1. Identify applicable "consent" and other prior notification clauses. • The clause at FAR 52.244-1 (Subcontracts Fixed Price Contracts) is applicable only if: - The contract is a type other than Firm Fixed Price or Fixed Price with Economic Price Adjustment, or - The subcontract results from an unpriced modification to the prime contract. • The clause at FAR 52.244-2 applies to all types of cost-reimbursement and letter contracts. • The clause at FAR 52.2440-3 applies to all time-and-materials and labor-hour contracts. • Other incorporated clauses are applicable regardless of contract type (e.g., 52.209-6 and 52.222-28.)	B1. Correctly determine whether the "consent" clause at FAR 52.244-1 is applicable. Identify any other clauses in the contract that require the contractor to notify the contracting officer prior to entering into a subcontract.
2a. If the contractor does not have an approved purchasing system, identify the types of subcontracts for which consent is required. • For fixed price prime contracts, consent is required for any subcontract that is:[2] - Estimated to exceed $100,000, or - One of a number of subcontracts with a single subcontractor for the same or related supplies or services, when the aggregate value of those subcontracts is expected to exceed $100,000. • For cost-reimbursement contracts, consent is required if: - The subcontract is for fabrication, purchase, rental, installation, or other acquisition of special test equipment valued at more than $10,000 or of any items of facilities, - The subcontract has experimental, developmental, or research work as one of the purposes, - The subcontract is on a cost-reimbursement, time-and-material, or labor-hour basis. - The subcontract's fixed price exceeds either (or in DoD, Coast Guard, and NASA, the greater of) the small purchase limitation in Part 13 or 5% of the total estimated cost of the prime contract.	B2a. Also require the prime contractors with fixed price contracts to submit subcontracts under $100,000 for consent when closer surveillance of subcontracting is necessary because of the nature of the industry involved, criticality of the work expected to be subcontracted, absence of competition in placing the prime contract, uncertainties as to the adequacy of the contractor's purchasing system, or novelty of the supplies or services being purchased.

[2]FAC 90-4.

Tasks	Related Standards
• Regardless of contract type, contractors must: - Provide prior notice to the contracting officer, as prescribed by FAR 52.209-6, prior to placing a subcontract with an "Excluded Party." - When the clause at FAR 52.228-28 applies, receive a prior EEO clearance before placing any contemplated first-tier contract at an estimated or actual amount of $1 million or more.	
2b. If the contractor has an approved purchasing system, identify the types of subcontracts for which consent is required. • For fixed price contracts, consent is only required for subcontracts selected for special surveillance. • For letter or cost reimbursement contracts (other than facilities contracts), consent is required only if: - The subcontract is for fabrication, purchase, rental, installation, or other acquisition of special test equipment valued at more than $10,000 or of any items of facilities, or - The subcontract has experimental, developmental, or research work as one of the purposes. • Regardless of contract type, contractors must: - Provide prior notice to the contracting officer, as prescribed in FAR 52.209-6, prior to placing a subcontract with an "Excluded Party." - When the clause at FAR 52.228-28 applies, receive a prior EEO clearance before placing any contemplated first-tier contract at an estimated or actual amount of $1 million or more.	B2b. If the prime contract is a cost reimbursement or letter contract for a major system, subsystem, or component thereof (see FAR Part 34), consent is also required when: • The subcontract is on a cost-reimbursement, time-and-material, or labor-hour basis. • The subcontract's fixed price exceeds either (or in DoD, Coast Guard, and NASA, the greater of) the small purchase limitation in Part 13 or 5% of the total estimated cost of the prime contract.
3. Obtain the notification and supporting data required for consent or an EEO clearance. (Note: Designation of a specific subcontractor by the Government or evaluation of subcontracts during contract negotiations does not in itself satisfy the requirements for advance notification or consent. If the consent requirements have been satisfied in negotiations prior to award, place a statement to that effect in the contract—as prescribed in FAR 44.202-1(c).)[3]	B3. Identify and obtain correction of any omission or deficiency in the contractor's notification under the clause at 52. given the requirements of the applicable clause.

[3]FAC 90-3.

UNIT 57 CONSENT TO SUBCONTRACTS

Part B: To Consent Or Not To Consent (5/13/91)

Tasks	Related Standards
4. Determine whether the FAR prohibits consent. • Fee exceeds fee limitations of 16.301-3 for cost reimbursement contracts. • Payment on cost plus percentage of cost basis. • Subcontracts establish privity between Government and subcontractor (e.g., that obligate contracting officers to deal directly with the subcontractor). • Subcontracts make the results of arbitration, judicial determination, or voluntary settlements between the prime and subcontractor binding on the Government. • Repetitive or unduly protracted use of cost-reimbursement, time-and-materials, or labor hour subcontracts. • Proposed subcontractor is on the List of Parties Excluded From Procurement Programs. • Proposed subcontract is for items that the contractor is required by the FAR clause at 52.208-1 to obtain from the Plant. • For first tier subcontracts with an estimated value of $1 million or more, the proposed subcontractor is not in compliance with equal opportunity requirements.	B4. Do not consent to any subcontract prohibited by FAR. If the subcontractor is on the List of Parties Excluded From Procurement Programs, only consent to the subcontract as provided in FAR 9.405-2 and 52.209-6. Do not consent to any subcontractor not in compliance with equal opportunity requirements under the clause at 52.222-28.
5. Determine whether to withhold consent and changes or corrections (if any) that should be made as a condition of consent.	B5. Consider: • Contractual limits on the amount of subcontracting (e.g., see the clause at 52.219-14). • The necessity for subcontracting. • Consistency with "make or buy" program. • Availability of the special test equipment of facilities from Government sources that would otherwise be procured under a subcontract. • Technical justification for the selection of the particular supplies, equipment, or services. • Prime contract requirements regarding labor surplus area or small business subcontracting, including, if applicable, its subcontracting plans (as taught in Unit 48). • Adequacy of price competition obtained or the justification for its absence. • The contractor's assessment and disposition of alternate proposals from subcontractors, if offered. • The basis for selecting the particular subcontractor and determining its responsibility. • Adequacy of the contractor's cost or price analysis.

Tasks	Related Standards
	• Whether the contractor obtained accurate, complete, and current cost or pricing data, including any required certification. • The type of subcontract, given the risks involved and current policies on the use of that type of contract. • Adequacy of consideration for any proposed subcontract that will involve the use of Government-furnished facilities. • Adequacy and reasonableness with which the contractor has translated prime contract technical requirements into subcontract requirements. • Compliance with applicable cost accounting standards for awarding the subcontract.
6. Negotiate changes or corrections in the contractor's subcontracting procedures, terms and conditions, and the like (where necessary, modifying the contract per Unit 75).	
7 Consent or nonconsent, document the decision, and communicate the decision in writing to the contractor.	
8. Monitor contract performance to ensure that subcontracts are not awarded without consent (per Unit 75).	

UNIT 58 MONITORING, INSPECTION, AND ACCEPTANCE

(Blueprint 39 — 4/28/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Compliance with the Schedule

Duty

1. Monitor performance under the Schedule (UCF §A-H) by both the contractor and Government personnel.

2. Perform any actions required of the contracting officer under the terms of the Schedule.

3. Inform the contractor of any problems or potential breaches, and

4. Resolve the problem, where possible, without resorting to a formal contractual remedy.

Conditions

Given a contract, the contract administration plan, and any other related document referenced in the contract.

Overall Standard(s)

Properly enforce all contract and procedural requirements. Monitor actions of contracting officer representatives and other support personnel to preclude constructive changes, excusable delay, and other avoidable postaward problems. Identify and document performance problems and other potential breaches and report them to the contractor for correction as early as they occur. Accurately assess the impact of potential problems on performance and delivery requirements.

Evaluator

Name _____

Title _____

Date _____

UNIT 58 MONITORING, INSPECTION, AND ACCEPTANCE

Certification for Part B: Compliance with Other Terms and Conditions

Duty

1. Monitor compliance with the Contract Clauses in UCF §I by both the contractor and Government personnel.

2. Perform any actions required of the contracting officer under the terms of the contract.

3. Inform the contractor of any potential breaches, and

4. Resolve the problem, where possible, without resorting to a formal contractual remedy.

Conditions

Given a contract, the contract administration plan, and any other related document referenced in the contract.

Overall Standard(s)

Properly enforce all contract and procedural requirements. Monitor actions of contracting officer representatives and other support personnel to preclude breaches by the Government. Identify and document potential breaches and report them to the contractor for correction as early as they occur. Accurately assess the impact of potential problems on performance and delivery requirements.

Evaluator

Name _____

Title _____

Date _____

Certification for Part C: Compliance with Subcontracting Plans

Duty

Monitor compliance with the subcontracting plan.

Conditions

Given a contract with a subcontracting plan.

Overall Standard(s)

Correctly calculate and assess liquidated damages if the contractor has not made a good faith effort to comply with the plan. Correctly calculate the amount of the incentive payment under FAR 52.219-10 if the contractor has exceeded its goals by its own efforts.

Evaluator

Name _____

Title _____

Date _____

UNIT 58 MONITORING, INSPECTION, AND ACCEPTANCE

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 58 MONITORING, INSPECTION, AND ACCEPTANCE

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 58 MONITORING, INSPECTION, AND ACCEPTANCE

Policies

FAR	*Agency Suppl.*	*Subject*
4.7		Contractor records.
8.203-2 8.203-3		Rejection of orders for jewel bearings.
8.405-3		Inspection of items acquired through the Federal Supply Schedule program.
38.205		Administering Federal Supply Schedules.
8.705-4 8.708 8.710-712 8.714		Inspection and acceptance of items ordered from workshops for the blind and other severely handicapped; resolving problems with the orders.
9.307		First article testing.
15.707(b)		Equitable adjustments for changes in a make-or-buy category that results in more economical performance.
19.705-6		Post-award responsibilities of the contracting officer for subcontracting plans.
19.705-7		Liquidated damages for violations of subcontracting plans.
19.706		Responsibilities of the cognizant ACO.
19.707(a)(4)		SBA's role
22.101		Labor relations and work stoppages.
22.103-4(f)		Requests to pay overtime.
22.2		Convict labor; restrictions on employment by contractors.
22.301 22.303 22.304 22.406-8 22.406-9		Investigating alleged violations of the Contract Work Hours and Safety Standards Act and enforcing the Act (no laborer or mechanic doing any part of the work contemplated by the contract shall be required or permitted to work more than 40 hours in any workweek unless paid overtime).
22.804-1 22.808		Complaints alleging violations of EO 11246 (equal employment opportunity) and enforcing the Order.
22.9		Resolving complaints of discrimination because of age.
22.1019		Classifying employees not covered by a wage determination.
22.1022 - 1026		Enforcing FAR 52.222-40 or 41 (Service Contract Act).
22.1301 22.1304 through 22.1306		Resolving complaints about the administration of the Vietnam Ear Veterans Readjustment Act and enforcing the Act.
22.1400-1401 and 1405-1406		Enforcing FAR 52.222-36 (Affirmative Action for Handicapped Workers).
22.1500 - 1509		Employee rights concerning payment of union dues or fees.[1]
23.107		Reporting noncompliance with clean air or water standards.
23.300 - 302		Obtaining data from contractors on hazardous materials prior to delivery of same.
23.506		Enforcing requirements for a drug-free workplace.

[1]Updated in 2nd. edition.

UNIT 58 MONITORING, INSPECTION, AND ACCEPTANCE

25.6		CO's responsibilities for obtaining duty-free entry of supplies.
25.7		Restrictions on certain foreign purchases; enforcing the clause at 52.225-11, Certain Communist Areas.
27.104		General guidance on patents, data, and copyrights.
27.201-1 27.202-1 27.203-1		Claims of infringement of patents when the Government has authorized or consented to the manufacture or use of a patented invention.
27.207-1		Determining the security classification of a contractor's patent application.
27.300 - 302 27.304-1 27.304-4 27.304-5 27.305		Administering terms and conditions with respect to inventions made in the performance of work under a Government contract or subcontract if a purpose of the contract or subcontract is the conduct of experimental, developmental, or research work (i.e., terms and conditions with respect to patents).
27.400 - 402 404(f) - (j) 405 - 406		Administering terms and conditions with respect to rights in data and copyrights.
28.301 - 304 307 - 308		Reviewing contractor insurance plans.
38.205		Schedule contract administration.
42.4		Correspondence and visits with the contractor.
42.1104(c) and (d)		Performing surveillance of contractors.
42.1106(b) and (c)		Contractor reports.
43.102(a) 43.104		Notice of constructive changes.
46.1		General policies and responsibilities for inspection and acceptance.
46.401		Government contract quality assurance.
46.5		Acceptance.
46.6		Material Inspection and Receiving Reports.
52.204-2		Enforcing security requirements.
52.207-3		Right of first refusal of employment (A-76 competitions).
52.209-3 and 209-4		First article testing.
52.210-5 and 210-7		Responding to contractor requests to substitute used or surplus materials for new materials.
52.212-1 and 212-2		Delivery times.
52.212-9 and 212-10		Variation in quantity.
52.215-21		Changes or Additions to Make-Or-Buy Program
52.219-9 and 219-10		Small business and small disadvantaged business subcontracting plans.
52.222-1		Notice of labor disputes.
52.222-2		Payment for overtime premiums.
52.222-3		Convict labor.
52.222-4		Contract work hrs. and safety stds. act-overtime compensation.

52.222-18		Union dues.[1]
52.222-20		Walsh-Healy requirements to pay the minimum wage.
52.222-26		Equal Opportunity.
52.222-35 and 222-37		Affirmative action for special disabled and Vietnam era veterans.
52.222-36		Affirmative action for handicapped workers.
52.222-40 222-41 and 222-44		Service Contract Act.
52.223-2		Clean air and water.
52.223-3		Hazardous material identification and material safety data.
52.223-6		Enforcing requirements to maintain a drug-free workplace.
52.224-2		Enforcing the Privacy Act.
52.225-10		Executing any required duty-free certificates.
52.225-11[2]		Responding to contractor requests to purchase supplies or services from certain communist areas.
52.227-1 through 227-3; 52.227-10 through 227-13		Patents.
52.227-14 and 227-16 thru 227-20		Rights in data.
52.228-5 and 228-7		Insurance requirements.
52.237-2		Protection of government buildings, equipment, and vegetation.
52.242-2		Production progress reports.
52.242-12		Reports of shipments.
52.246-1 through 52.246-9; 52.246-11		Inspection and acceptance clauses.
52.246-15		Certificates of conformance.
52.246-16		Responsibility for supplies.
52.247-29 through 247-44; 52.247-48; 52.247-58; 52.247-59; and 247-61 through 64)		Delivery terms.

[1]Updated in 2nd. edition.
[2]Reference to 52.225-13 deleted in 2nd. edition..

UNIT 58 MONITORING, INSPECTION, AND ACCEPTANCE

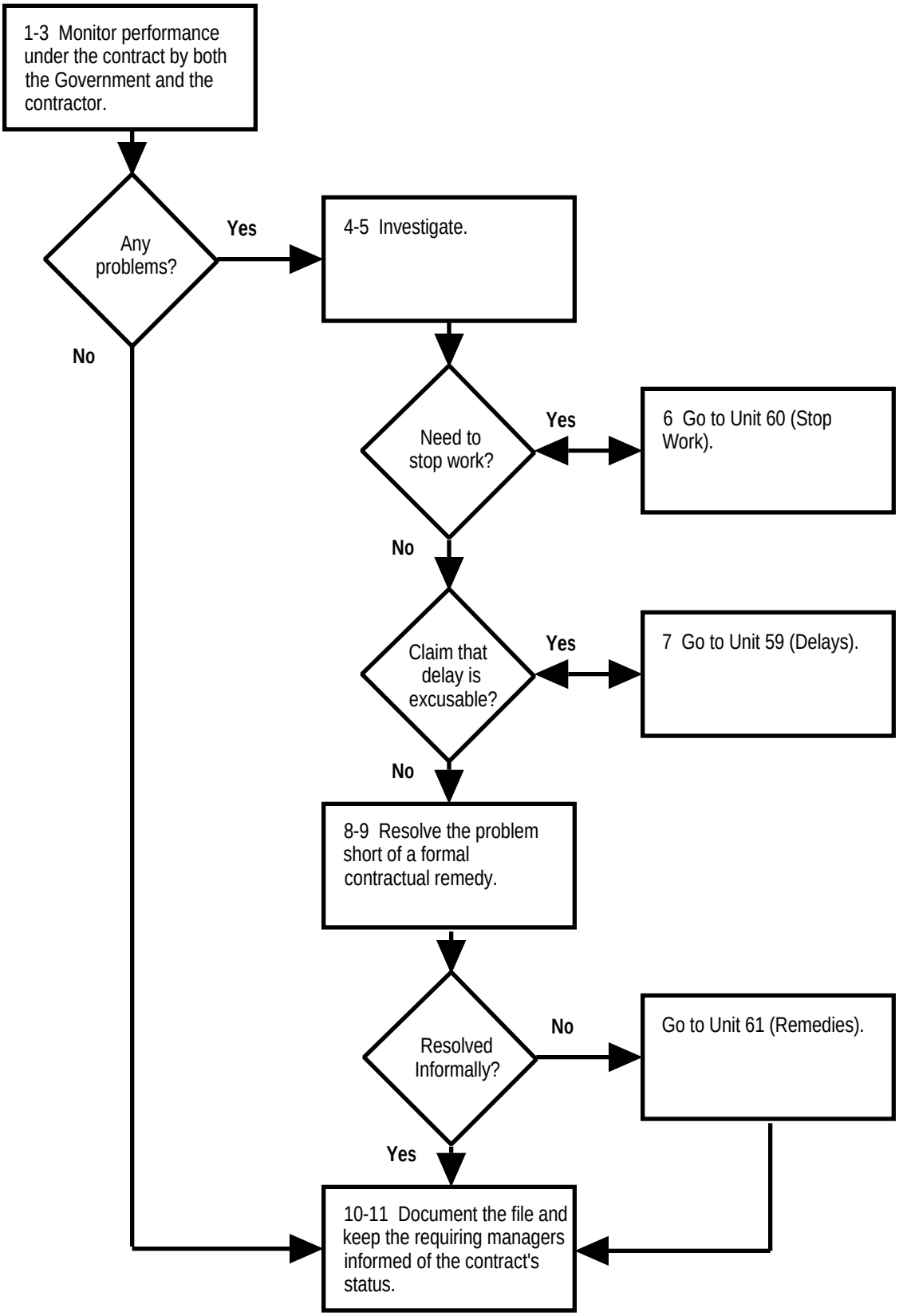
Other KSA's

1. Knowledge of contract terms and conditions that involve inspection, acceptance, or other aspects of contract performance (including any special contractual remedies provided in the clause for breach of that clause), including:

- Supplies Or Services And Prices (Uniform Contract Format (UCF) Section B)
- Descriptions/specifications (UCF C)
- Packaging and marking (UCF D)
- Inspection and acceptance (UCF E) and related FAR clauses.
- Deliveries or performance (UCF F) and related FAR clauses.
- Contract administration data (UCF G)
- Special contract administration requirements (UCF H)
- Contract clauses (UCF I)

Other Policies and References (Annotate As Necessary):

MONITORING, INSPECTION, AND ACCEPTANCE



UNIT 58 MONITORING, INSPECTION, AND ACCEPTANCE

Part A: Performance Monitoring and Acceptance

Tasks	Related Standards
1. Respond to requests from contractors. Examples: • Requests to pay overtime per FAR 52.222-2. • Requests to substitute used or surplus materials for new materials (e.g., FAR 52.210-5 and 210-7), and the like.	A1. Correctly identify the contract clause (if any) that matches the request. Resolve the request as provided in the clause.
2. Monitor actions of contracting officer representatives (CORs) and other support personnel. • Obtain copies of any written correspondence between the Government and contractor. • Instruct contractors to submit notices of potential constructive changes as provided in FAR 43.104. • Ask CORs and other support personnel to give notice of any verbal exchange with the contractor which involves performance, price, and other substantive contract requirements. • Periodically contact CORs and other support personnel and obtain any required reports (per milestones in the contract administration plan). • Identify other evidence of constructive changes (e.g., through site visits, requests for change orders from the contractor, invoice items, or amounts not contemplated in contract).	A2. Contact CORs and other support personnel at minimum per schedule in the plan. Obtain information on contacts between contracting officer representatives and the contractor. Identify and, where possible, forestalls constructive changes before official notice from the contractor. Ensure that the CORs properly carry out their roles and responsibilities within the limits of their authority, within time limits established in the contract, and in compliance with FAR 42.1104(d) and 43.102.
3. Obtain data on contractor performance from the commencement of work through final inspection and acceptance. Sources: • Contracting officer representatives (e.g., via reports per FAR 42.1106(d)). • Persons responsible for inspection and acceptance (e.g., via inspection or receiving report forms or commercial shipping documents and packing lists). • Requiring activity and end users. • Personal site visits/observation of work (scheduled and unscheduled). • Contractor reports (e.g., production progress reports, shop plans, shop travellers, blueprints, stick drawings, wiring diagrams, PERT charts, and subcontract orders).	A3. Conduct monitoring, data collection, inspection, and acceptance as provided in the contract (e.g., FAR clauses at 52.212-1, 212-2, 246-2 through 246-9; 246-11, 246-15, 246-16, 247-29 through 247-44, 247-48, 247-58, 247-61; and 247-62), the contract administration plan, and related FAR provisions (e.g., 46.1, 46.401 and 46.5). Obtain sufficient data to verify satisfactory performance. Recognize any evidence of potential performance problems or other breach by either contractor or Government personnel. Handle correspondence with the contractor and visits to the contractor as prescribed in FAR 42.4.

UNIT 58 MONITORING, INSPECTION, AND ACCEPTANCE

Part A: Performance Monitoring and Acceptance

Tasks	Related Standards
4. Verify and document evidence of potential performance problems or other breach. Potential sources of relevant data: • Personal observation. • The contractor. • Contracting officer representatives. • Auditors. • Quality assurance personnel. • Requiring activity and end users.	A4. Correctly identify the terms and conditions at issue (if any). Start with the contractor. Contact only those individuals necessary to verify evidence. Data should be sufficient to identify both the symptoms and causes of any potential problems. Identify and obtain corrections to any Government report (inspection, etc.). Inform the requiring activity.
5. Determine potential impact on cost, delivery, and other requirements.	
6. If there is a need to stop work while the problem is being resolved, follow the procedures in Unit 60.[1]	
7. If the contractor claims that a pending or actual delay is excusable, investigate and resolve the issue of excusability as provided in Unit 59.	
8. Resolve the problem short of invoking a formal contractual remedy Alternatives to a formal contractual remedy: • Informal agreement on corrective steps to bring performance back into compliance. • Memorandum of concern to request a written plan from the contractor for correcting performance: - Statement of the problem. - Suggested corrective steps. - Response time. - Place for contractor to sign acknowledgement of receipt. • Contract modification (see Unit 75).	A8. Attempt to reach informal resolutions prior to invoking a formal remedy. Assist the contractor in identifying and solving performance problems.

[1] 6 and 7 are reversed from the 1989 edition of the Contract Management Training Blueprints.

UNIT 58 MONITORING, INSPECTION, AND ACCEPTANCE

Part A: Performance Monitoring and Acceptance

Tasks	Related Standards
9. If the contractor is unwilling or unable to resolve a problem with its performance, invoke a formal contractual remedy (by using the procedures in Unit 61).	
10. Document the file.	
11. Inform the requiring activity and other interested parties of the contract's status.	

UNIT 58 MONITORING, INSPECTION, AND ACCEPTANCE

Part B: Compliance with Other Terms and Conditions

Tasks	Related Standards
1. Perform duties related to first article testing.	B1. Correctly state the ACO's and CO's responsibilities for first article testing under FAR 9.307 and the applicable clause in Part 52 (e.g., 52.209-3 or 52.209-4).
2. Investigate and resolve problems resulting from the shipment, reception, inspection, and acceptance of deliverables from required sources. • The William Langer Plant. • Federal Supply Schedule contractors. • Workshops for the Blind and Other Severely Handicapped.	B2. Correctly describe the procedures for resolving problems with the performance of required sources of supply in FAR 8.203-2, 8.203-3, 8.405-3, 8.705-4, 8.708, 8.710, 8.711, 8.712, 8.714, and 38.205.
3. Identify, investigate, and resolve patent-related problems. Identify and resolve problems related to: • Reporting requirements. • Patent infringements arising out of or resulting from contracts for supplies or services. • Titles to patents under Government contracts. • Licenses to use patented inventions (by the Government when the contractor has title; by the contractor when the Government acquires title). • Lack of progress by the contractor or assignee in utilizing patents (i.e., potential need to exercise march-in rights). • Preferences for U.S. industry when granting rights to use the invention in the U.S. • Preferences for small business concerns. • Publication or release of invention disclosures. • Greater rights determinations, in response to requests for such rights under FAR 52.227-13. • Contractor appeals under patent clauses.	B3. Identify and correctly interpret the applicable FAR policies in subparts 27.1 through 27.3 and the clause(s) in Part 52 (e.g., 227-1, 227-2, 227-3, and 227-10 through 227-13). When administering patent clauses: • Inventions are identified, disclosed, and reported as required by the contract and elections made. • The rights of the Government in such inventions are established. • Where appropriate, patent applications are timely filed and prosecuted by the contractor or the Government. • Expeditious commercial utilization of such inventions is achieved.

UNIT 58 MONITORING, INSPECTION, AND ACCEPTANCE

Part B: Compliance with Other Terms and Conditions

Tasks	Related Standards
4. Identify, investigate, and resolve problems with data rights. Identify and resolve problems related to: • Copyrighting of data first produced in the performance of a contract. • Use of copyrighted data not first produced in the performance of the contract. • Release, publication and use of data. • Unauthorized marking of data. • Omitted or incorrect notices. • Inspection of data at the Contractor's facility. • The acquisition of data.	B4. Identify and correctly interpret the applicable FAR policies in subparts 27.1 and 27.4 ; identify and correctly interpret the applicable clause(s) in Part 52 (e.g., 227-14 and 227.16 through 227.20).
5. Investigate reports or complaints of non-compliance with labor laws.	B5. Identify and correctly interpret the applicable FAR policies in Part 22 and clause(s) in Part 52 (e.g., 222-1, 222-3, 222-4, 222-18,[1] 222-20, 222-26, 222-35 through 222-37, 222-40, 222-41, and 222-44).
6. Investigate complaints and other reports of noncompliance with clauses on protection of the environment, privacy, and establishing a drug-free work place.	B6. Identify and correctly interpret the applicable FAR policies in subparts 23.107, 23.300, 23.301, 23.302, and 23.506; identify and correctly interpret the applicable clause(s) in Part 52 (e.g., 52.223-2, 223-3, 223-6, 224-2, and 237-2).
7. Review and approve or disapprove contractor insurance plans and proposed changes thereto; investigate and resolve problems with insurance coverage.	B7. Identify and correctly interpret the applicable FAR policies in subparts 28.301 through 304, 28.307, and 28.308; identify and correctly interpret the applicable clause(s) in Part 52 (e.g., 52.228-5 and 228-7).
8. Respond to contractor requests and resolve problems with respect to overtime premiums.	B8. Identify and correctly interpret the applicable FAR policies in subpart 22.3 and clause(s) in Part 52 (e.g., 52.222-2).
9. Investigate and resolve problems with security.	B9. Correctly interpret FAR clause 52.204-2).

[1]Updated in 2nd. edition.

UNIT 58 MONITORING, INSPECTION, AND ACCEPTANCE

Part B: Compliance with Other Terms and Conditions

Tasks	Related Standards
10. Execute documents to provide for duty-free entry of contract-related shipments of supplies.	B10. Identify and correctly interpret the applicable FAR policies in subpart 25.6 and clause(s) in Part 52 (e.g., 52.225-10).
11. Monitor compliance with contractual make-or-buy programs. • Review notices of proposed changes in make-or-buy categories under FAR 52.215-21. • Obtain any other evidence of a change in the contractor's make or buy decisions.	B11. Obtain equitable adjustments for changes in make-or-buy categories that result in more economical performance.

Note: Other terms and conditions of the contract will be covered in training for other Units (e.g., contractor subcontracting and purchasing requirements in Unit 57, payment and withholding of payment in Unit 65, changes in Unit 75, etc.).

UNIT 58 MONITORING, INSPECTION, AND ACCEPTANCE

Part C: Compliance with Subcontracting Plans

Tasks	Related Standards
1. Monitor the contractor's performance against the subcontracting plan and identify any breach of contract . • Obtain quarterly reports (SF 295) under the plan.	
2. Upon discovery of any potential breach, notify the contractor and obtain resolution.	C2. Provide written notice of intent to invoke liquidated damages, with a grace period of at least 10 days for the contractor to respond.[1]
3. Invoke remedies in cases of noncompliance. • Withholding of consent to subcontracts (per Unit 57). • Liquidated damages.	C3. Invoke liquidated damages only if the contractor cannot affirm a good faith effort to comply with the subcontracting plan. Set the amount of liquidated damages as equal to the actual dollar amount by which the contractor failed to achieve each subcontract goal (or, in the case of a commercial products plan, equal to that portion of the dollar amount allocable to Government contracts by which the contractor failed to achieve each goal).[2]
4. Determine the incentive payment for exceeding subcontracting goals.	C4. If the clause at FAR 52.219-10 applies, correctly verify: • The extent (if any) to which the goals have been exceeded, • That the contractor exceeded the goals due to its own efforts, and • The amount of the incentive payment.

[1]FAC 84-50.
[2]FAC 84-50.

UNIT 59 DELAYS

(Blueprint 37 — 4/4/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	1. Determine whether the delay is excusable 2. If excusable, determine the consideration (e.g., a performance time extension).
Conditions	Given the contract and evidence of performance delays.
Overall Standard(s)	Correctly distinguish delays that are beyond the contractor's control and are without the fault or negligence of the contractor. Negotiate reasonable consideration.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 59 DELAYS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 59 DELAYS

Policies

FAR	*Agency Suppl.*	*Subject*
8.708(c)		Failure of an ordering office to furnish bills of lading or designate a method of transportation may result in an excusable delay when ordering for workshops for the blind and other severely handicapped.
12.504		Government delay of work.
22.101-2(b)		When a work stoppage can be considered an excusable delay.
33.213		Obligation to continue performance—even when the contractor has filed a claim.
49.401(b)		No termination for default if the delay was excusable.
52.212-15		Government delay of work.
52.249-8 and 52.249-9		Default clauses (including language on excusable delays).
52.249-14		Excusable delays (under cost reimbursement contracts).

Other KSA's

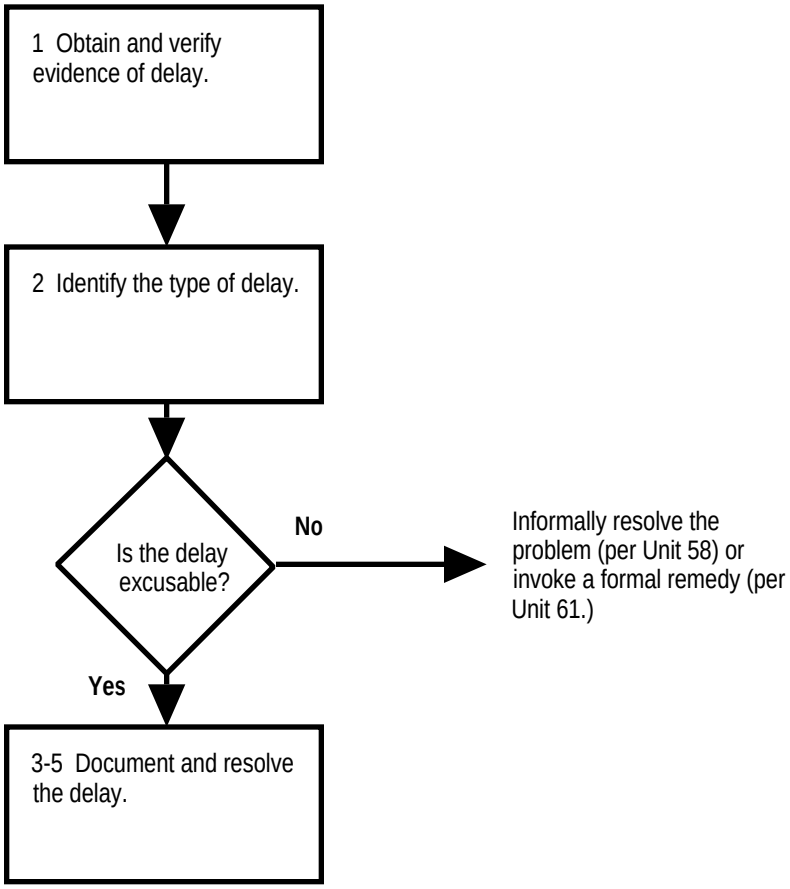
1. Knowledge of criteria and conditions for distinguishing excusable from nonexcusable delay.

2. Knowledge of typical examples of excusable delays (e.g., acts of God or the public enemy; acts of the Government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes (but see FAR 22.101-2(b)), freight embargoes, unusually severe weather, and defaults by subcontractors when supplies or services in question could not have been obtained from other sources in sufficient time to meet the required delivery schedule).

3. Knowledge of what damages are recoverable (Government negligence or fault) and not recoverable (neither party at fault).

Other Policies and References (Annotate As Necessary):

DELAYS


1 Obtain and verify evidence of delay.
2 Identify the type of delay.
Is the delay excusable?
No
Informally resolve the problem (per Unit 58) or invoke a formal remedy (per Unit 61.)
Yes
3-5 Document and resolve the delay.

UNIT 59 DELAYS

Tasks	Related Standards
1. Obtain and verify evidence of performance delay (per Unit 58) or investigate a contractor's claim under the clause at FAR 52.212-15.	1. Upon notice of an unordered delay or interruption covered by the clause at 52.212-15, act to end the delay or take other appropriate action as soon as practicable. However, do not use that clause to order a suspension, delay, or interruption of the contract work or as the basis or justification for such an order. If the delay is the consequence of a change order, handle the equitable adjustment as provided in the changes clause.
2. Identify the type of delay. • Excusable. • Nonexcusable (in which case, informally resolve the problem (per Unit 58) or invoke a formal remedy (per Unit 61). • Co-mingled (in which case, informally resolve the problem (per Unit 58) or invoke a formal remedy (per Unit 61) for the nonexcusable period of delay).	2. Correctly distinguish delays that are beyond the contractor's control and are without fault or negligence of the contractor. Identify co-mingled delays (i.e., delays resulting from <u>both</u> excusable and nonexcusable causes). Correctly apply the criteria in FAR 22.101-2(b) to determine whether a strike constitutes an excusable delay. For nonexcusable delays, the onus is on the contractor to demonstrate ability to comply with the delivery schedule or offer consideration.
3. Prepare a finding of facts on the delay (factual support of a determination that the delay was excusable at least in part). • Description of the delay. • A list of persons with factual knowledge of the delay. • Relevant statements or evidential facts. • A history of performance, indicating when work under the contract began. • Progress made to date. • Reasons for believing the delay is excusable and determination on any nonexcusable part of the delay. • Extent to which the Government might be liable for recoverable damages associated with the delay. • The contractor's remaining obligations. • The contractor's expectations regarding completion.	

UNIT 59 DELAYS

Tasks	Related Standards
4. Given a finding of excusable delay, develop a position on modifying the delivery schedule or other contractual requirements. • Estimate the length of time that the excusable cause can reasonably be expected to delay performance, given the contract "as is." • Identify alternatives to extending the delivery period, such as: - Employment by the contractor of additional shifts, personnel, or other resources. - Change in method of shipment (e.g., use of express mail). - Change in the requirement (e.g., deletion of a low priority task from the SOW, if such deletion would shorten the "critical path"). - Termination for convenience.	4. Consult the requiring activity in: • Estimating a reasonable period of additional time to perform, • Identifying potential alternatives, and • Considering the pros and cons of each such alternative (e.g., need for a bilateral modification and any likely equitable adjustment in price to implement the alternative).
5. Resolve excusable delays. • Negotiate a bilateral agreement per Unit 75 to modify the delivery schedule or other contractual requirements. • Respond to any claims (per Unit 78) for recoverable damages based on assertions that the excusable delay resulted from: - An act of the Contracting Officer in the administration of the contract that was not expressly or impliedly authorized by the contract, or from - A failure of the Contracting Officer to act within the time specified in the contract, or within a reasonable time if not specified. - Other such acts, or failure to act, by the Government.	

UNIT 60 STOP WORK

(Blueprint 38 — 4/8/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	1. Determine the need to stop work. 2. Prepare and issue stop work orders. 3. Issue resume work orders.
Conditions	Given the relevant documents (the contract, data on the contractor's actual cost experience to date, etc.) and evidence of a need to stop work.
Overall Standard(s)	Stop work when necessary to: • Prevent incurrence of unnecessary cost (especially when the Government no longer has a need for the requirement). • Minimize the risk of incomplete or unsatisfactory performance. • Institute changes in design or production methods that will better meet the requirement.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 60 STOP WORK

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 60 STOP WORK

Policies

FAR	*Agency Suppl.*	*Subject*
12.501 and 12.503		Stop work orders.
52.212-13		Stop Work Order

Other KSA's

1. Knowledge of benefits to contractor from complying with an oral stop work order even though such orders, given orally, have no legal standing.

2. Skill at building working partnerships with contractors in accomplishing common goals.

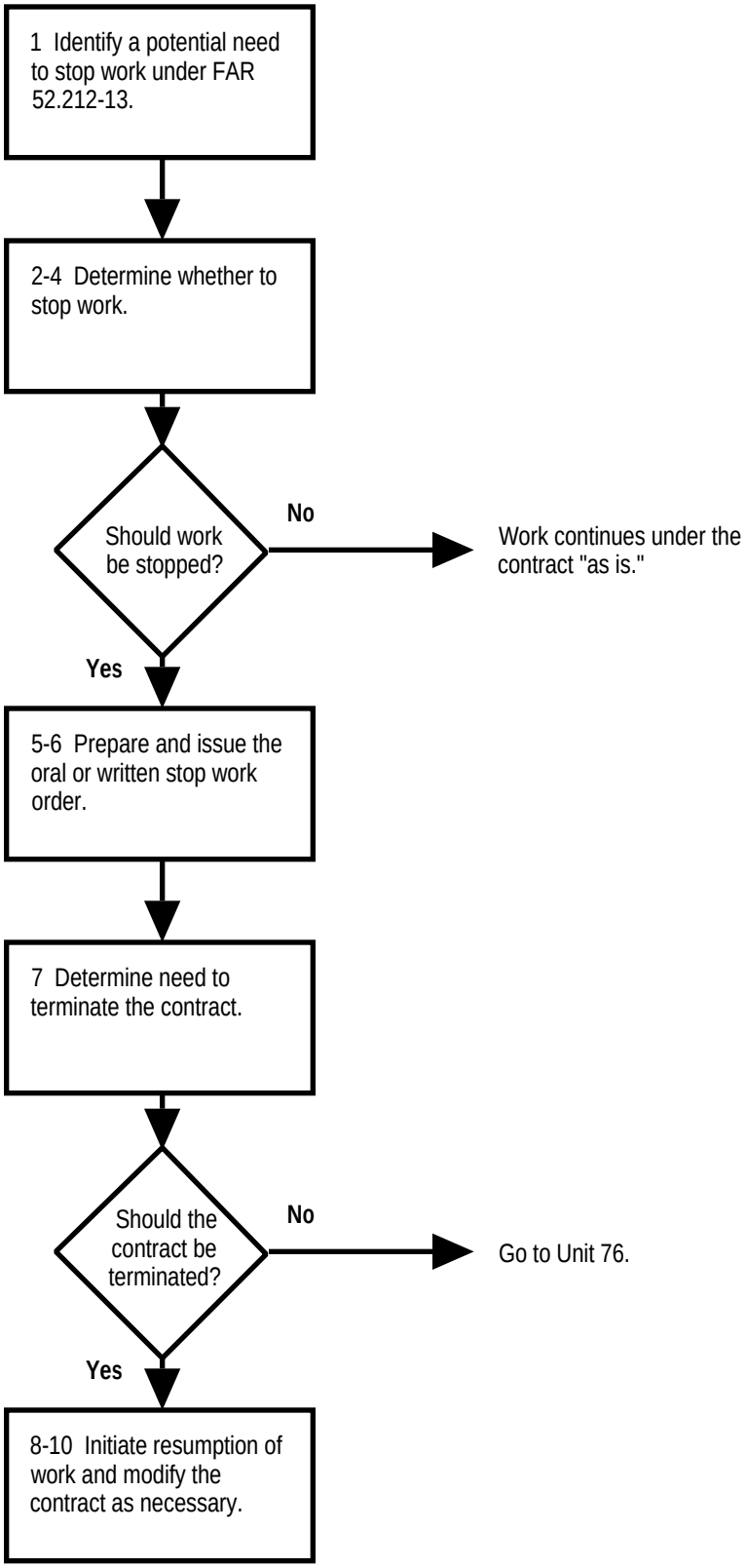
3. Skill at "making the contractor whole," for any loss incurred from stoppage--whether or not a legal remedy or duty exists.

4. Knowledge of typical reasons for using a stop work order.

5. Knowledge of consideration..

Other Policies and References (Annotate As Necessary):

STOP WORK


1 Identify a potential need to stop work under FAR 52.212-13.
2-4 Determine whether to stop work.
Should work be stopped?
No
Work continues under the contract "as is."
Yes
5-6 Prepare and issue the oral or written stop work order.
7 Determine need to terminate the contract.
Should the contract be terminated?
No
Go to Unit 76.
Yes
8-10 Initiate resumption of work and modify the contract as necessary.

UNIT 60 STOP WORK

Tasks	Related Standards
1. Identify a potential need to stop work. • Initiation by the contracting officer (e.g., when the Government cannot furnish property or services per the contract schedule; when the contracting officer has received a request by quality assurance personnel to stop the line and calibrate tools; when terminating for default per Unit 76—provided that the stop work order is not used in lieu of a termination notice). • Initiation by contractor (e.g., the Government needs time to consider a proposal under the value engineering clause that would incorporate a production or engineering breakthrough). • Initiation by requiring activity (e.g., for consideration of contract modifications that would substantially change the end product).	1. Correctly recognize conditions under which a stop work order might be in the Government's interest. Only issue stop work orders if there is such a clause in the contract and if it is advisable to suspend work pending a decision by the Government and a supplement agreement providing for the suspension is not feasible.
2. Establish a time frame ("on or about," i.e., period of delay).	
3. Determine the impact of stopping the work. • Monetary (per the techniques in Unit 40). - Labor (pay for idle time). - Damage to perishable goods. - Overhead (e.g., inventory, indirect labor, etc.). • Delay in meeting performance requirement.	2. Maximum of 90 days for unilateral stoppages under the stop work clause at 52.212-13. Any further extension must be made through a supplemental agreement.
4. Decide and document whether or not to stop the work. • Origin, purpose, and benefits of stopping the work. • Cost. • Alternatives to stopping the work (if any). • Why the stop order (rather than a supplemental agreement) should be used.	4. Recommend the most cost effective or practical solution to the problem, in terms of the program requirement.

UNIT 60 STOP WORK

Tasks	Related Standards
5. Issue the oral or written stop work order and obtain the contractor's signature. Include: • A description of the work to be suspended. • Instructions regarding the contractor's issuance of further orders for materials or services. • Guidance on actions to be taken on any sub-contracts. • Effective date and time. • Resume "on or about." • Nature or reason. • The contractor's right to file a claim under the clause at 52.212-13.	5. Do not issue oral stop work order unless written followup is provided. Oral instructions to stop work are not binding until the written followup has been received. The written stop work order should conform to FAR 12.503.
6. Discuss the stop work order with the contractor and modify the order, if necessary, in light of the discussion. • Present the reason for the stoppage. • Obtain an estimate of labor and other costs of expected stoppage. • Present alternatives considered by Government and obtain the contractor's feedback (additional alternatives and additional data bearing on considered alternatives). • Effective date and time; resume "on or about."	6. Give the contractor an opportunity to provide alternatives. Correctly explain what costs the contractor is entitled to recover for the stoppage. Reach a bilateral agreement in writing to any extension of the work stoppage beyond 90 days.
7. Determine need to terminate the contract (per Unit 76).	7. Any decision to terminate should be made within the period of the stop work order. If terminated, allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
8. Contact the parties responsible for the stoppage and the requiring activity daily to determine when work can resume.	
9. Call the contractor with an oral go ahead and/or prepare written cancellation of the stop work order.	9. The contractor resumes work upon receipt of the cancellation or if the period of the order (or any extension thereof) expires.

UNIT 60 STOP WORK

Tasks	Related Standards
10. Modify the contract in writing. Based on: • The contractor's claim for an equitable adjustment in the delivery schedule, price, or both under the Stop-Work Order clause. • Changes, if any, in the Government's requirement (e.g., resulting from acceptance of a value engineering proposal).	10. Only make an equitable adjustment when: • The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of the contract, and • The Contractor asserts a claim for the adjustment within: - 30 days after the end of the period of work stoppage, or - When the facts warrant receiving and acting on the claim, before final payment under the contract.

UNIT 61 REMEDIES

(Blueprint 39)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties

Part A. Select a formal contract remedy for a performance problem.

Part B. Prepare a Cure or Show Cause notice.

Part C. Prepare a liquidated damages notice.

Part D. Reject nonconforming work.

Part E. Pursue remedies under a written warranty.

Part F. Pursue remedies under an implied warranty.

Part G. Determine the applicable remedy if acceptance was due to fraud, gross mistake, or a latent defect.

Conditions

Given the contract, price negotiation memoranda, the contractor's proposal, evidence of performance problems, and documentation of informal attempts to resolve the problems.

Overall Standard(s)

Select the remedy that will best minimize the impact of the contractor's performance problems on the requirements, delivery schedule, and cost. Obtain reasonable consideration for any relief granted the contractor from the contract's original terms and conditions. Document all decisions and contacts with the contractor sufficient to support the Government's position in the disputes or court proceedings. Correctly follow all prescribed procedures for the remedy.

Evaluator for All Parts

_____
Name

_____
Title

_____
Date

UNIT 61 REMEDIES

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 61 REMEDIES

Policies

FAR	*Agency Suppl.*	*Subject*
8.405-4 and 8.408		Remedies for problems with Federal Supply Schedule contractors.
12.202(c)-(d) and 22.302		Liquidated damages and liquidated damages for under-payment of overtime.
12.401(c)		Variations in quantity—resolution of.
22.809		Failure to comply with 52.222-26—Equal Opportunity
22.1022 and 1023		Failure to comply with the Service Contract Act.
22.1307		Failure to comply with 52.222-35—Affirmative Action for Special Disabled and Vietnam Era Veterans
22.1407		Failure to comply with 52.222-36—Affirmative Action for Handicapped Workers
23.506		Failure to comply with requirements to maintain a drug-free workplace.
46.407		Nonconforming supplies
46.701, 46.702, and 46.706		Warranties.
49.402-3(b) through 3(d); 49.402-3(e)(4); 49.607		Delinquency notices.
52.212-4		Liquidated damages.
52.222-4		Contract work hours and safety standards act—overtime compensation.
52.222-26		Equal Opportunity.
52.222-35		Affirmative action for special disabled and Vietnam era veterans.
52.222-36		Affirmative action for handicapped workers.
52.222-41		Service contract act.
52.246-2 thru 246-8		Inspection and acceptance clauses.
52.246-15		Certificate of conformance.
52.246-17 through 20		Warranty clauses.
52.246-23 through 25		Limitation of liability.
52.249-8 and 249-9		Default clauses.

UNIT 61 REMEDIES

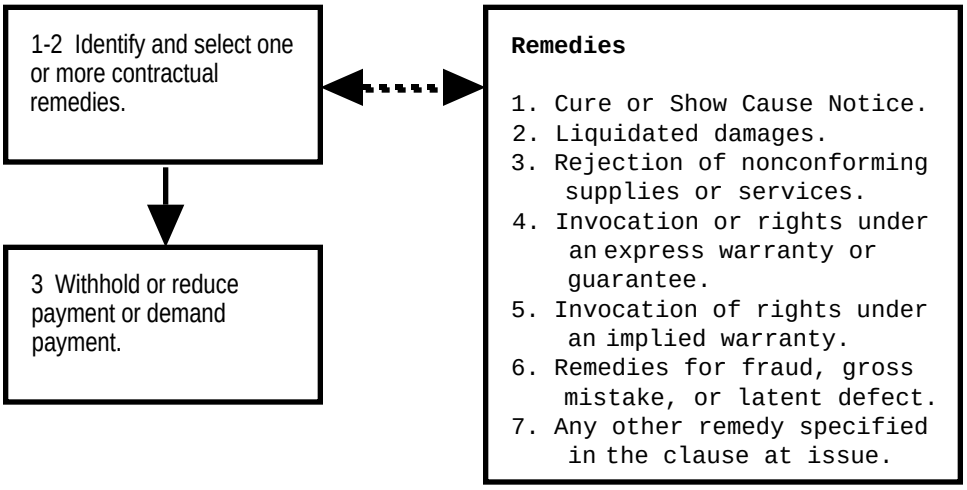
Other KSA's

1. Knowledge of:
   - The most likely procedural errors and skill at avoiding them.
   - "Implied warranties" and the consideration owed the Government for breach of same.
   - The purpose of liquidated damages clauses (as motivation, not as penalty).
   - The possibility that the Government may lose some or all of remaining rights if it manifests acceptance of nonconforming acts. (It is now unreasonable to enforce these rights due to contractor reliance upon acceptance.)
   - The possibility that continuing acceptance of "partial performance" will constructively modify the duty for substantial performance.
   - Tests for invoking remedies.
   - Examples of actual implied warranties and language that courts have ruled to be "puffing of the wares"

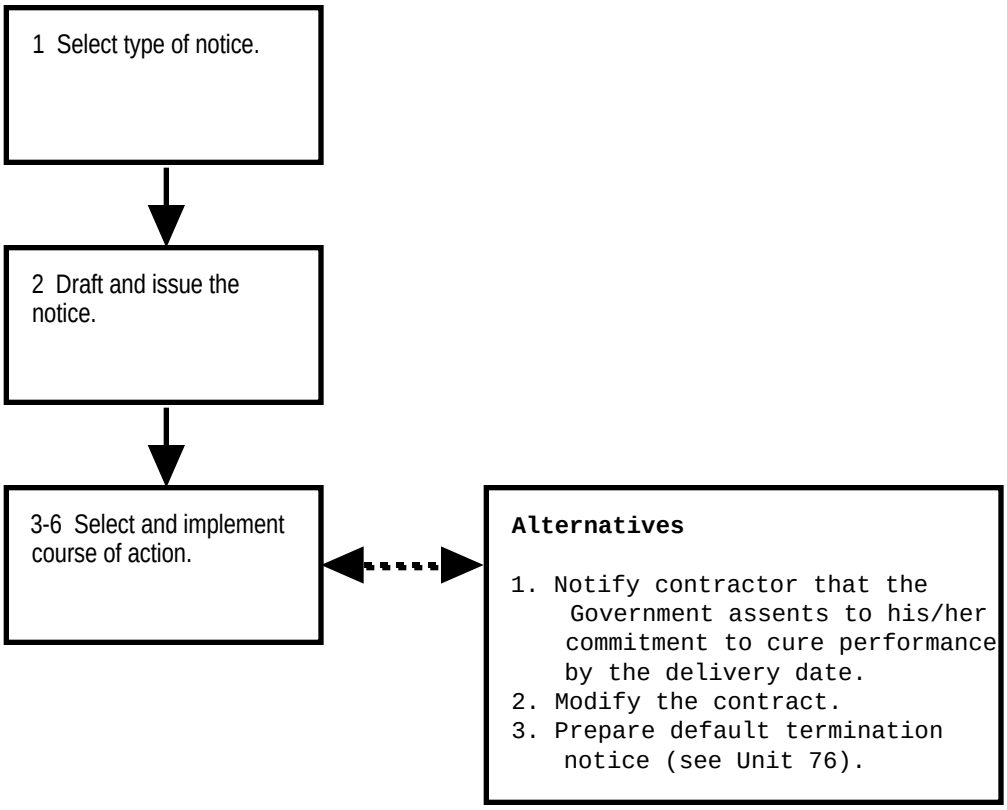
2. Commercial Law

Other Policies and References (Annotate As Necessary):

Selection of Remedies



Cure and Show Cause Notices



UNIT 61 REMEDIES

Part A. Selection of Remedies

Tasks	Related Standards
1. Determine failure to perform or other breach (from Unit 58). • Anticipated or actual late delivery. • Failure to control costs. • Unsatisfactory performance.	
2. Identify and select one or more contractual remedies. • Cure and show cause notices. • Liquidated damages. • Rejection of nonconforming supplies or services. • Express warranty or guarantee (if any). • Implied warranty. • Remedies for fraud, gross mistake, or latent defects. • Reduction or suspension of progress payments per Unit 69. • Any other remedies provided in the specific clause that was breached. • None (e.g., acceptance of minor nonconformance under FAR 46.407(f)).	A2. Remedy(ies) best match the problem. Only select a cure or show cause notice when there is a reasonable case for default termination (see Unit 76).
3. Determine whether to reduce or withhold payment (per Unit 65).	A3. Withhold or reduce payment: • As provided in the contract for the remedy being invoked, or • To reflect any downward adjustment in the priced agreed to by the contractor.

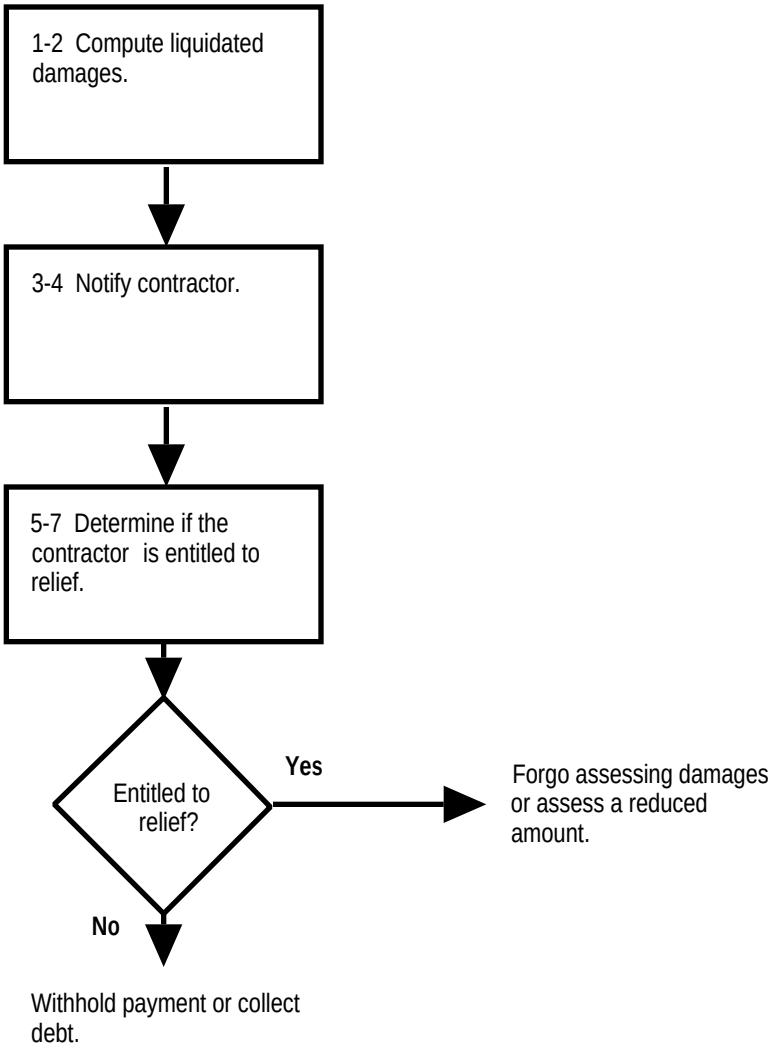
UNIT 61 REMEDIES

Part B: Cure and Show Cause Notices

Tasks	Related Standards
1. Determine whether to use a cure or a show cause notice.	B1. Select the cure notice only if time remaining in the contract delivery schedule is sufficient to permit a realistic "cure" period of 10 days or more. Otherwise, select the show cause notice.
2. Draft and issue the cure or show cause notice.	B2. Prepare and issue the notice as provided in FAR 49.402-3 and 49.607. Must "make contractor aware of defects" (cure stops other remedies for 10 days).
3. Obtain contractor's response and determine the validity of any supporting data offered by the contractor (see Unit 58). Examples of possible contractor responses: • Offer to "cure" performance. • Offer to provide substantial performance in exchange for relief from some provisions of the contract. • Case for excusable delay. • Agree with the notice's facts and offer no solution. • No response.	
4. Determine the next step. Options: • Take no further action (option for cure notice only), • Modify the contract, or • Begin default proceedings (see Unit 76).	B4. Take no further action only if the contractor provides sufficient evidence that performance will be "cured" by the delivery date. Modify the contract only if the contractor provides sufficient evidence that the requirement will thereby be substantially met within a period of time acceptable to the requiring activity and with appropriate consideration for any relief from the contract's requirements. Do not agree to change the contract if such changes would substantially increase the Government's costs.

Tasks	Related Standards
5. If the decision is to take no further action, provide written notice to the contractor and document a finding of facts.	B5. In the notice, state that: • The Government assents to the contractor's commitments to "cure" performance. • Assent is predicated on the contractor meeting the specified commitments. • Failure to fulfill the commitments made by the contractor to "cure" performance will restore the Government's right to terminate the contract for default.
6. If the decision is to modify the contract, implement the modification per Unit 75.	B6. In modifying the contract: • Establish the Government's position on consideration, a new delivery schedule, and other terms and conditions. • Negotiate sufficient consideration for relief from terms and conditions. • Execute a supplemental agreement. • Document a finding of facts. - Options considered. - Consideration received and justification for the amount.

Liquidated Damages

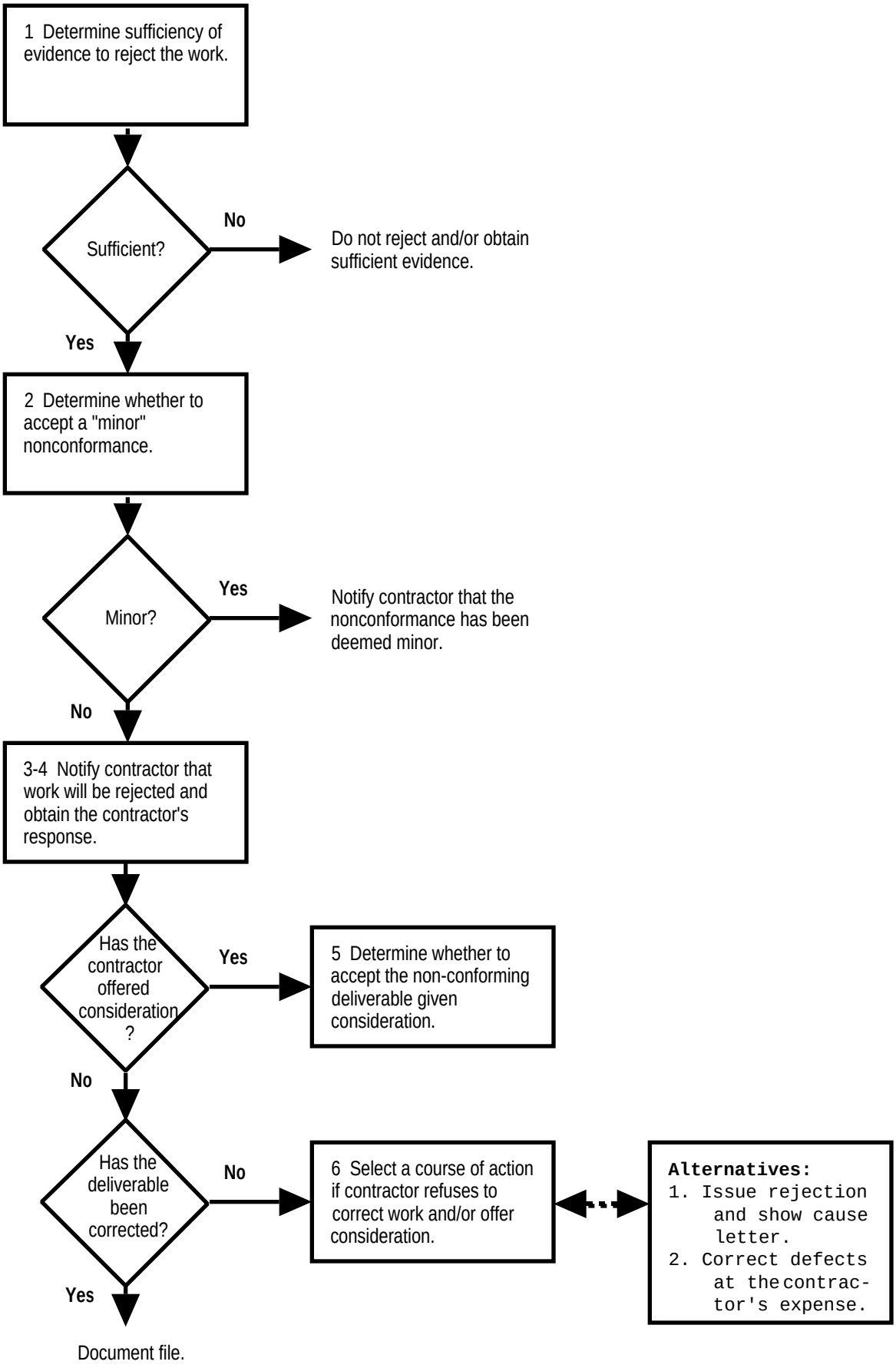


UNIT 61 REMEDIES

Part C: Liquidated Damages

Tasks	Related Standards
1. Document all evidence pertinent to the clause (per Unit 58).	C1. Correctly identify performance problems covered by a clause that provides for liquidated damages (e.g., 52.212-4 and 52.222-4).
2. Compute the dollar amount of liquidated damages.	C2. Accurately calculate the damages per the formula in the applicable clause.
3. Present the case for liquidated damages to the contractor. • Cause. • Amount.	
4. Prepare and issue liquidated damages notice. • Cause. • Amount. • What the contractor must do to avoid further invocation of the clause.	C4. Notice should be complete.
5. Provide the contractor with an opportunity to state the merits of any relief. For example, the contract might: • Contend that the delay is excusable (per Unit 59). • Contend impossibility of performance. • Provide evidence of substantial completion.	C5. The merit of relief is dependent upon a showing of the contractor's ability to "have prevented" the situation. If, under the clause at 52.212-4, strong and persuasive equities favor the contractor, the contracting officer can reduce and/or order remission of liquidated damages (41 USC 256a). Likewise, the Board of Appeals or courts can order such relief if they find in the contractor's favor during the disputes process. Otherwise, only the Comptroller General can provide relief (FAR 12.202(d)). If under the clause at 52.222-4, the head of the agency or a designee may grant relief as provided in FAR 22.302(c).
6. Determine if the contractor is entitled to relief, in part or in whole. If the contractor is entitled to relief, determine whether to: • Forgo assessing liquidated damages, or • Assess a reduced amount.	C6. Document the basis for reducing the amount of liquidated damages and, given the basis, accurately calculate the amount of the reduction.
7. If liquidated damages are assessed in part or in whole, withhold payment and/or collect debt (per Units 65 and 68).	

Rejecting Nonconforming Deliverables



UNIT 61 REMEDIES

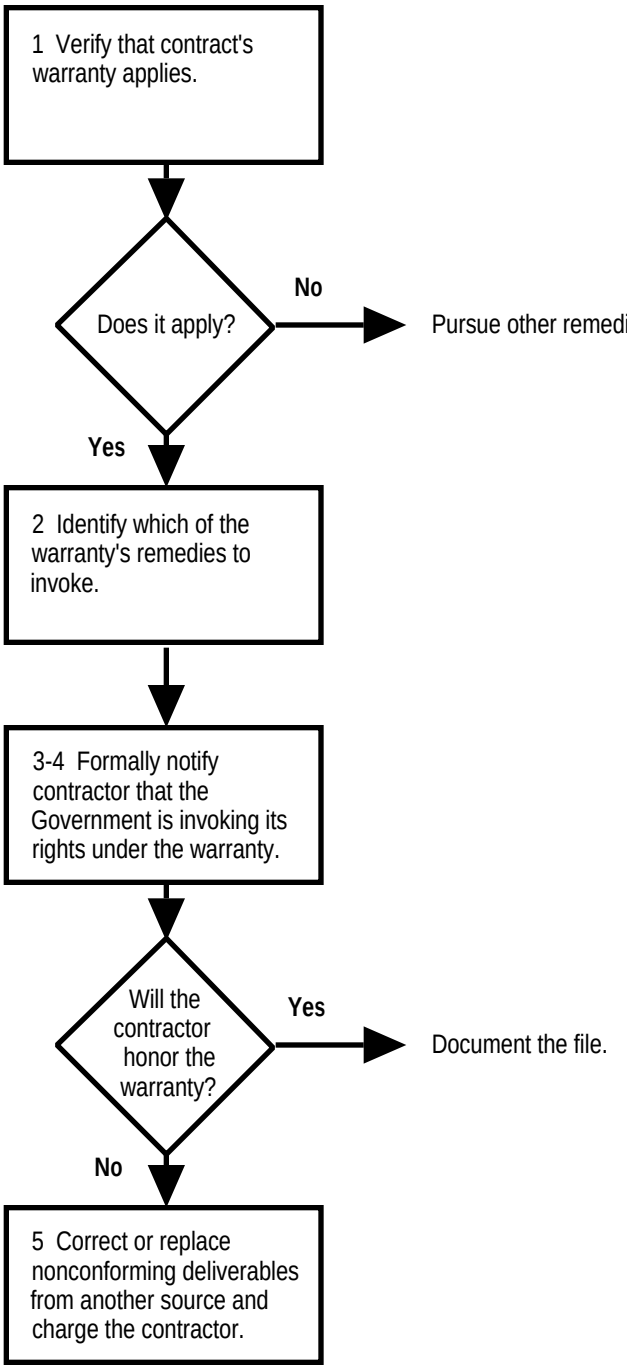
Part D: Rejecting Nonconforming Deliverables

Tasks	Related Standards
1. Determine sufficiency of evidence to reject the work against the specification or requirement of the contract (per Unit 58). Addressing such issues as: • Has there been implied acceptance by silence, late rejection, or retention and use of goods? • Is the Government estopped by reason of accepting nonconforming work under a prior contract for the same requirement? • Has there been explicit acceptance (but see step 7). (Note: If the Government is at fault, options may include modifying the contract or terminating for convenience.)	D1. Correctly determine whether or not there has already been acceptance (express or implied) and whether the Government still has the right to reject. Correctly apply tests to determine sufficiency of the evidence and ensure that the Government is not at fault.
2. Determine whether to accept a "minor" nonconformance (e.g., one that does not adversely affect the safety, health, reliability, durability, performance, interchangeability of parts or assemblies, weight, or appearance (where a consideration), or any other basic objective of the specification).	D2. If the contractor has shipped an excess quantity, resolve as provided in FAR clause 12.212-10.[1] Accept other minor nonconformances without consideration as provided in FAR 46.407(e) and (f).
3. Prepare notice to contractor that work will be rejected. • Identify reasons for rejection. • Provide time (usually 10 days) to reply. • Afford the contractor an opportunity to correct or replace the work or reperform the services within the required delivery schedule at no additional cost (unless the contract specifies otherwise) to the Government. • Determine whether to require the contractor to remove the supplies or repair them in place.	D3. Notice should meet the test of FAR 46.407(g). Provide reasonable time to correct deficiencies. If the correction or replacement or reperformance is accomplished within the required delivery schedule, do not require consideration from the contractor other than charges for the cost of reinspection and retesting per 52.246-2(e)(2). Note: If you do not give reasons for rejection and there is time to correct the defects within the contract delivery schedule, rejection and a subsequent default termination are improper.

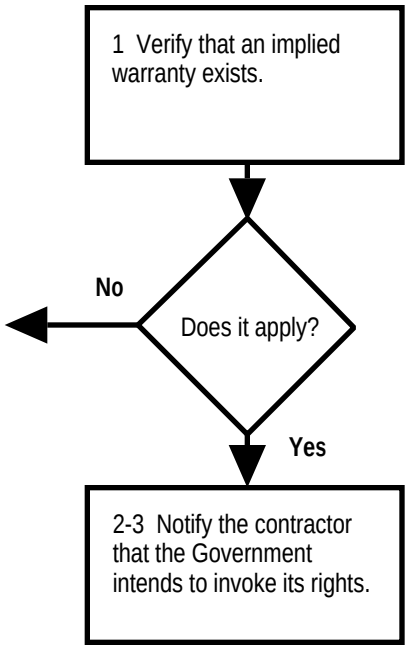
[1]FAR 84-51

Tasks	Related Standards
4. Obtain contractor's reply. Potential responses: • Proposal to correct the work and/or provide a downward price adjustment. • Proposal that the Government accept the nonconforming supplies or services for consideration. • No reply or refusal to repair the work or offer consideration.	
5. Determine whether to accept the nonconforming supplies or services given an offer from the contractor to provide consideration. Based the decision on: • Advice of the technical activity that the deliverable is safe to use and will perform its intended purpose. • Information regarding the nature and extent of the non-conformance. • A request from the contractor for acceptance of the supplies or services (if feasible) • A recommendation for acceptance or rejection, with supporting rationale, and. • The contract adjustment considered appropriate, including any adjustment offered by the contractor.	D5. Only accept nonconforming supplies when in the Government's interest. Before acceptance, obtain the concurrence of the requiring activity and, where health factors are involved, of the responsible health official of the agency. May accept non-conforming supplies or services without consideration if the contractor is obliged by the terms of a written warranty to make any necessary repairs or corrections at no cost to the Government.
6. If the contractor refuses to correct the work or the offered consideration is not acceptable, determine the remedy. Options: • Issue rejection and show cause letter, and/or • Arrange for correction of the defects at the contractor's expense.	D6. Only correct work at the contractor's expense if the contractor has first been given a chance to correct the work and failed to do so in a reasonable time. This is a condition precedent to his duty to pay for the Government's correction costs. If the contractor makes a persuasive case that there has been acceptance, or that the work is acceptable under the contract's terms and conditions, do not apply these remedies.

Written Warranty



Implied Warranty



UNIT 61 REMEDIES

Part E: Written Warranty

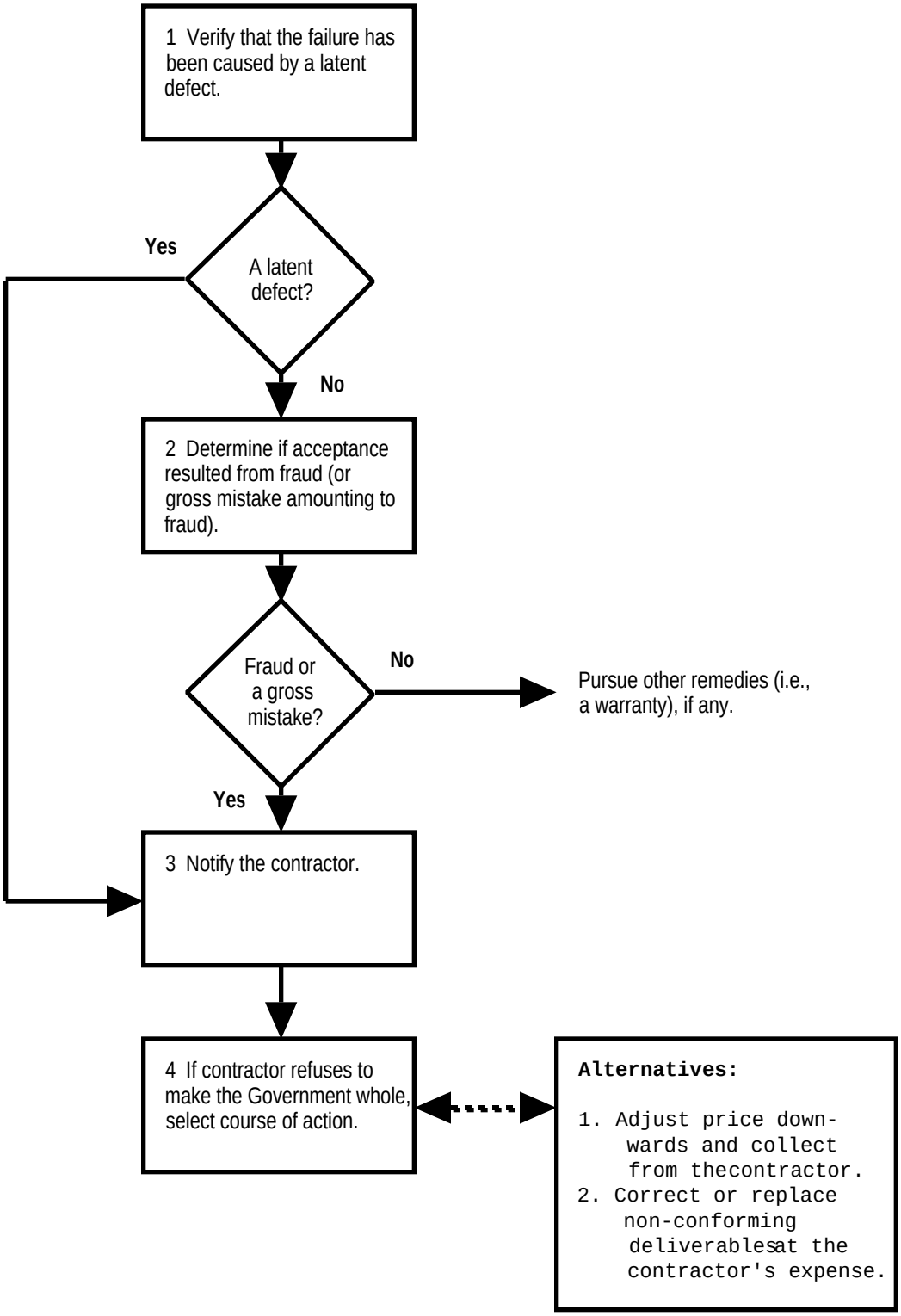
Tasks	Related Standards
1. Verify that contract's warranty applies. Base the verification upon the: • Terms and conditions of warranty (e.g., duration of the warranty). • Government's obligations under the warranty (have they been met?). • Factual basis for applying the warranty (do the facts support the Government's case for invoking the warranty?).	
2. Identify which remedy (if the warranty provides for alternative remedies) to invoke, related responsibilities of the contractor, and the amount of any equitable reduction in price.	E2. Accurately determine the contractor's and other responsibilities under the terms and conditions of the warranty.
3. Contact the contractor: • Obtain the contractor's position and supporting data. • Reach agreement on how and when the warranty will be applied. • Document results of contact.	
4. Formally notify contractor that the Government is invoking its rights under the warranty.	E4. Provide notice within the time constraints of the warranty clause.
5. Correct or replace nonconforming deliverables (or obtain the service) from another source and charge the contractor for the cost incurred by the Government thereby.	E5. Only invoke this remedy of last resort under the conditions established in the warranty (if any).

UNIT 61 REMEDIES

Part F: Implied Warranty

Tasks	Related Standards
1. Verify an implied warranty exists. • Identify the contractor's liability (e.g., by referencing industry standards, Government specifications, etc.). • Determine that Government has fulfilled its related obligations. • Establish factual basis for applying it. • Research acquisition history to determine how the same or similar implied warranties with the same or other contractors have fared.	F1. Existence of an implied warranty can be demonstrated from the price negotiation memorandum (what was said and contemplated during the negotiation), the contractor's proposal, and the contract itself. Correctly apply the test: "Did the Government know or have reason to know that this was an undue assumption of risk by the Government?" Correctly distinguish between implied warranties and "mere puffing of the wares."
2. Contact the contractor. • Obtain the contractor's position and supporting data. • Reach agreement on how and when the warranty will be applied. • Document results of contact.	
3. Notify contractor that the Government is invoking its rights under the implied warranty.	

Fraud, Gross Mistake, or Latent Defect



UNIT 61 REMEDIES

Part G: Fraud, Gross Mistake, or Latent Defect

Tasks	Related Standards
1. Verify that the failure to perform has been caused by a latent defect. • Identify the contractor's liability for the defect. • Determine that the Government has fulfilled its obligations for inspection and acceptance. • Identify what tests could have revealed the defect at time of acceptance and whether such tests have been reasonable under the circumstances.	G1. The Government did not know or did not have reason to know of the defect's existence at time of acceptance. Tests rigorous enough to have revealed the defect would not have been cost-effective, and the contractor did not propose such testing in the initial negotiations of the contract.
2. Determine if the Government's acceptance had been induced by suspected fraud (or gross mistake amounting to fraud). • Prepare a finding of facts that proves that acceptance was induced by the Government's reliance on all of the following: - A misrepresentation of fact (actual/implied) or concealment of a material fact. - Made with knowledge of its falsity or in reckless or wanton disregard of the facts. - With intent to mislead Government into relying on the misrepresentation. - As a consequence of which the Government has suffered injury. • Report evidence of potential fraud (per Unit 53).	G2. Base the Government's case on gross mistake amounting to fraud when intent to mislead cannot be established but all other factors apply.
3. Contact the contractor. • Obtain the contractor's position and supporting data. • Request a proposal to repair or replace the deliverable (or reperform the service) and/or adjust prices downward. • Prepare the Government's position (see Units 35-40). • Negotiate a new delivery schedule and/or consideration (see Units 43-45). • Document results of negotiations.	
4. If contractor refuses to make the Government whole, determine the remedy. Options: • Determine the downward price adjustment and collect from the contractor (see Unit 68), • Correct or replace nonconforming deliverables at the contractor's expense, or • Obtain reperformance of the service from another source and charge the contractor for the cost incurred by the Government thereby.	

UNIT 61 REMEDIES—APPENDIX I

DECISION TABLE FOR SELECTING A CONTRACT REMEDY

PROBLEM	OPTIONS	COMMENT
LATE DELIVERY Note: When the contracting officer has determined that the deliverable has been or will be delivered late and that the delay is non-excusable.	1. Reschedule the delivery date in exchange for consideration.	Appropriate when (1) no liquidated damages clause was included in the original contract, (2) there is a reasonably probability of delivery by the new date, and (3) the requiring activity can live with the new date.
	2. Reduce or suspend progress payments under FAR 52.232-16(c)(2).[1]	Appropriate when (1) progress payments are being made and (2) performance of the contract is endangered by the contractor's failure to make progress.
	2. Accept late delivery and impose liquidated damages.	Appropriate when (1) the contract provides for liquidated damages and (2) there is a reasonably probability of delivery by a date that the requiring activity can tolerate.
	3. Send a cure notice (10 days or more prior to the contract's delivery date) or a show cause notice (immediately upon expiration of the delivery period).	When there is little probability of delivery by a date that the requiring activity can tolerate and/or the contractor has not offered adequate consideration.
THE DELIVERABLE HAS NOT BEEN ACCEPTED AND DOES NOT CONFORM TO THE CONTRACT'S REQUIREMENTS Note: When the contracting officer has determined that the deliverable has not been implicitly or explicitly accepted and does not conform to the contract's requirement.	1. Accept the deliverable without consideration.	When the nonconformance is minor and obtaining consideration is not in the Government's interests (per FAR 46.407(f)).
	2. Accept the deliverable in exchange for consideration.	When the requiring activity can tolerate non-conformance (per FAR 46.407(c)).
	3. Accept the deliverable and invoke a warranty to have the deliverable brought up to specification after acceptance.	When there is an express or implied warranty and immediate acceptance will benefit the requiring activity.
	4. Reject the deliverable and obtain correction or replacement at no cost to the Government. Tell the payment office to withhold payment until an acceptable deliverable has been furnished.	When there is a reasonable expectation that a satisfactory replacement will be provided by the delivery date in the contract, or, for consideration, within a reasonable time thereafter (see option 1 under LATE DELIVERY).

[1]For advance payments, see FAR 52.232-12(k).

UNIT 61 REMEDIES—APPENDIX I

DECISION TABLE FOR SELECTING A CONTRACT REMEDY

	5. Reject the deliverable and send a cure or show cause notice.	When there is little expectation of receiving an acceptable product within a reasonable time.

UNIT 61 REMEDIES—APPENDIX I

DECISION TABLE FOR SELECTING A CONTRACT REMEDY

PROBLEM	OPTIONS	COMMENT
THE DELIVERABLE HAS BEEN ACCEPTED BUT DOES NOT CONFORM TO THE CONTRACT'S REQUIREMENTS	1. Invoke an express warranty.	If an express warranty applies.
	2. Invoke an implied warranty.	If an implied warranty applies.
Note: When the contracting officer has determined that the Government has a reasonably strong case based on the terms and conditions of the contract (per Unit 58).	3. Demand that the deliverable be replaced or corrected and/or that the price be adjusted downward.	If there was a latent defect or acceptance was based on fraud or gross mistake.
OTHER BREACHES Note: When the contracting officer has exhausted all efforts at informal resolution of the problem.	1. Invoke whatever remedy (if any) is established in the applicable clause.	Examples: • Liquidated damages per FAR 52.219-16 for failing to comply with the subcontracting plan. • Liquidated damages and withholding for unpaid wages under FAR 52.222-4, "Contracting Work Hours and Safety Standards Act—Overtime Compensation." • Cancellation, suspension, or termination of the contract under FAR 52.222-26, "Equal Opportunity." • Withholding of payments and termination under FAR 52.222-41, "Service Contract Act of 1965, As Amended." • Suspension of contract payments, termination for default, and suspension or debarment under FAR 52.223-6, "Drug-Free Workplace".
	2. Suspend or reduce progress payments under FAR 52.232-16(c).[1]	
	3. Send a cure notice (10 days or more prior to the contract's delivery date).	When the breach is of sufficient magnitude to warrant termination for default.

[1]For advance payments, see FAR 52.232-12(k).

UNIT 62 PROPERTY ADMINISTRATION

(Blueprint 48.2 — 4/8/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	1. Monitor the furnishing and handling of Government property by Government personnel and by the contractor. 2. Assess contractors for losses or damage to Government property.
Conditions	Given a contract which provides for Government furnished property.
Overall Standard(s)	Ensure that all parties comply with the terms of the applicable property terms and conditions. Amount assessed for damage to Government property accurately reflects the value of the damage to the property. Assessment is calculated correctly, fairly, and within a reasonable period of time after the damage has been identified. Payment is obtained as provided in the contract's terms.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 62 PROPERTY ADMINISTRATION

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 62 PROPERTY ADMINISTRATION

Policies

FAR	*Agency Suppl.*	*Subject*
28.303		Contractor insurance for government property.
45.101		Definitions related to property.
45.102		General policies on property.
45.103		Responsibility and liability for government property.
45.104		Review and correction of contractor's property control system.
45.105		Records of government property.
45.5		Management of government property in the possession of contractors.
45.6		Reporting, redistribution, and disposal of contractor inventory.
46.8		Contractor liability for loss of or damage to property of the government.
52.245-1, 245-2, 245-4, 245-5		Property clauses
52.247-55		FOB point for delivery of government furnished property.

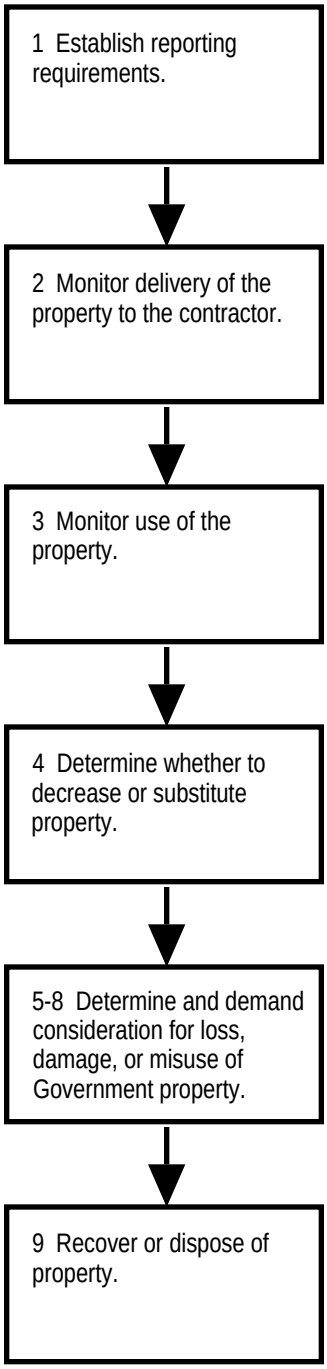
Other KSA's

1. Knowledge of property management.

2. Knowledge of the concepts of liability and contract scope, in the context of use of Government property.

Other Policies and References (Annotate As Necessary):

PROPERTY ADMINISTRATION



UNIT 62 PROPERTY ADMINISTRATION

Tasks	Related Standards
1. Establish reporting requirements to keep Contracting Officer abreast of property administration (per Unit 54). Including: • Reports on the overall property control system. • Contractor notification that the equipment is down or in need of repair. • Reports of any shortages, losses, damage, destruction, or misuse. • Periodic property audits.	
2. Monitor delivery of the Government property as stipulated in the contract (per Unit 58). • Upon written notice from the contractor that the property is not in a condition suitable for the intended use, determine (a) whether to direct the contractor to repair, modify, return, or otherwise dispose of the property and (b) the amount of any related equitable adjustment. • If the Contractor reports that the property was delivered late, determine whether to make an equitable adjustment.	2. Ensure that Government property is made available according to schedule and that any inconsistencies are readily apparent and able to be remedied.
3. Monitor the contractor's property control system and use of Government property (see Blueprint 36). Ensure that the contractor— • Upon delivery: - Files a statement of any overages, shortages, or damages of the property as shipped. - Identifies, marks, and records the property actually received. - Furnishes a receipt, if necessary.	3. Ensure that property is recorded, identified, and marked as prescribed at FAR 45.506. The contractor's records should provide a complete, current, and auditable record of all transactions. Records should include the information required at FAR 45.505-1 through 505-14. Records should be safeguarded from tampering or destruction. Records should be accessible to authorized Government personnel.

Tasks	Related Standards
• During the course of the contract, ensure that the contractor: - Maintains the property control system. - Obtains all required approvals for use of the property. - Uses the property only for those purposes authorized in the contract. - Segregates the Government property from the contractor's property. - Maintains, repairs, protects, and preserves the property. - Discloses the need for major repair, replacement, or other capital rehabilitation work. - Periodically inventories the property. - Keeps the required property records. - Files all required reports. • When the property is no longer needed: - Prepares inventory schedules. - Corrects inventory schedules that are not accurate or complete. - Executes the certificate on the inventory schedule.	All shortages, loss, damages, destruction, or misuse of property should be reported. The Government's property should be commingled with the contractor's property only under the conditions in FAR 45.507. Contractor inventories should be conducted as prescribed in FAR 45.508. The contractor's preventive maintenance program and use of the property should comply with policies in FAR 45.509 and be in accordance with sound industry practice. Contractor inventory schedules should be accepted only after the Government property control specialist verifies that: • The inventory is present at the indicated location, • The inventory is allocable to the contract, • The quantity and condition are correctly stated, and • The contractor has endeavored to divert items to other work or to return contractor-acquired property to the supplier for appropriate credit. The schedules should be prepared as prescribed at FAR 45.606.
4. Determine whether to decrease the property to be provided or substitute other property and the amount of any related equitable adjustment.	
5. Evaluate and document evidence which indicates that Government property has been lost, damaged or destroyed or has been misused.	
6. Identify extent to which contractor is liable for the damage under the contract.	6. Determine liability and accountability for Government property according to the applicable clause.

UNIT 62 PROPERTY ADMINISTRATION

Tasks	Related Standards
7. Prepare written conclusions on the extent and value of damage. • Obtain proposals from the contractor to repair, replace, or otherwise mitigate damage. • Obtain Government estimates and/or audit reports. • Prepare the Government's position on amount and remedy. • Provide the contractor with an opportunity to present additional facts and his/her position.	7. To the extent the contractor is liable, assess the contractor for damage to or misuse of Government property. Amount of damage should be based on the assessed value of the property after depreciation.
8. Issue contractor a written demand for payment (see Blueprint 41.5) or make any equitable adjustment for the repair of property when the Government has assumed the risk.	8. Any damages due to the Government are claimed.
9. At the end of contract performance, recover or dispose of Government property. • Determine whether to require delivery of any contractor inventory. • Otherwise, monitor disposal of the property as prescribed in FAR 45.6.	

UNIT 62 PROPERTY ADMINISTRATION

Tasks	Related Standards

UNIT 63 REPORTING PERFORMANCE PROBLEMS

(Blueprint 50B — 4/13/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Refer evidence of persistent performance problems to responsible officials.
Conditions	Given evidence of performance problems on the part of a Federal contractor.
Overall Standard(s)	Report all evidence of significant or recurring performance problems. Accurately identify the responsible official(s) and report to them through proper channels.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 63 REPORTING PERFORMANCE PROBLEMS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 63 REPORTING PERFORMANCE PROBLEMS

Policies

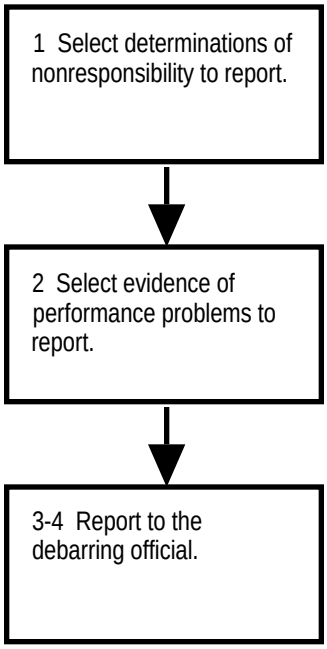
FAR	*Agency Suppl.*	*Subject*
9.406-2(b)		Debarment based on malperformance under a contract.

Other KSA's

1. Knowledge of reporting channels and responsible officials.

Other Policies and References (Annotate As Necessary):

REPORTING PERFORMANCE PROBLEMS



UNIT 63 REPORTING PERFORMANCE PROBLEMS

Tasks	Related Standards
1. Select determinations of nonresponsibility to be reported to the Debarment Official (from Unit 47), such as: • Record of unsatisfactory performance. • Lack of integrity or failure to observe business ethics. • Evidence that the offeror is a front for a debarred or suspended business entity.	1. Report determinations when there is evidence that the contractor cannot be trusted to perform any work (vis-a-vis lacking the capability to perform the work at issue in the solicitation).
2. Select evidence of a contractor's performance problems to be reported to the Debarment Official. • Willful refusal to perform in accordance with the terms of one or more contracts. • History of failure to perform or unsatisfactory performance of one or more contracts, as evidenced by such things as: - Termination for default. - Repeated late deliveries. - Repeated rejections of work, marginal quality. • Violation of the Drug Free Workplace Act of 1988, as evidenced by such things as: - Submission of a false certificate. - Failure to comply with the certificate. - Repeated convictions of contractor employees for violations of criminal drug statutes which occur in the workplace.	2. Select all evidence of significant or recurring performance problems.
3. Prepare reports to the Debarment official. Document: • Description of the performance problem. • Discussion of mitigating or extenuating circumstance, if any. • Indexed file of related documents. • Any known relationships between the contractor and other entities that have had similar problems. • Analysis of the impact that the contractor's performance problems have had on: - Overall cost and delays in obtaining needed supplies and services. - Competition and withdrawal of more responsible suppliers from the Government market. - Mission accomplishment.	

UNIT 63 REPORTING PERFORMANCE PROBLEMS

Tasks	Related Standards
4. Provide any additional data requested by the Debarment official. • Potential impact of a debarment on the Government's ability to meet its needs. • Current mailing address for the contractor and any affiliates. • Any other.	

UNIT 64 LIMITATION OF COSTS

(Blueprint 41.1 — 4/13/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Recommend the best course of action when notified of a potential cost overrun.
Conditions	Given (1) a Cost Reimbursement, Time and Materials, or Labor Hour contract, (2) a notice from the Contractor under FAR 52.232-7 or 52.232-20 regarding costs expected to be incurred, (3) progress reports, and (4) other data from performance monitoring per Unit 58.
Overall Standard(s)	In each case, select the course of action that best: • Minimizes risk to the Government of incomplete performance. • Obtains maximum performance within funds available to the program office. Correctly prepare the proper document to notify and instruct the contractor on the selected course of action.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 64 LIMITATION OF COSTS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 64 LIMITATION OF COSTS

Policies

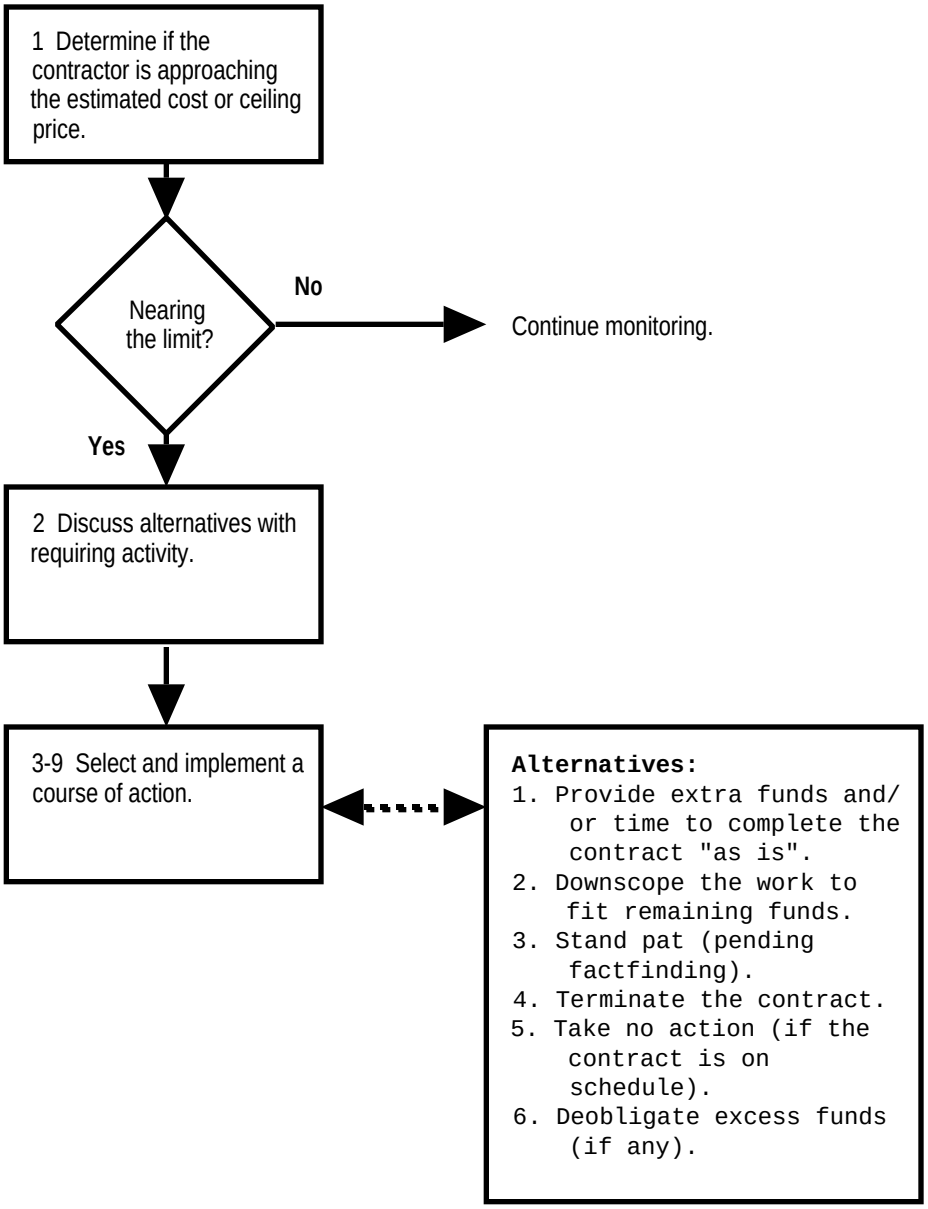
FAR	*Agency Suppl.*	*Subject*
32.702		Anti-deficiency policies.
32.704		Limitation of cost or funds.
32.705-2		Clauses.
52.232-7		Payments under Time-and-Materials and Labor-Hour contracts.
52.232-20		Limitation of cost.
52.232-22		Limitation of funds (incrementally funded cost reimbursement contracts.

Other KSA's

1. Knowledge of the Anti-Deficiency Act.

Other Policies and References (Annotate As Necessary):

LIMITATION OF COSTS



UNIT 64 LIMITATION OF COSTS

Tasks	Related Standards
1. Determine if the contractor is approaching either the (1) estimated cost specified in the Schedule, (2) limit of funds alloted or (3) the ceiling price (Time-and-Materials or Labor-Hour contract). • Notice from contractor. • Monitoring (per Unit 58).	1. Contractors may only exceed the limits set out in the contract at the risk of not being funded, according to the contract's terms.
2. Meet with representatives of the requiring activity and/or the contracting officer's technical representatives. • Advise the requiring activity of the alternative courses of action that can be taken by the contracting officer. • Obtain the requiring activity's best estimate of cost to complete and determine whether the requiring activity can provide sufficient funds to cover that cost. • Obtain the requiring activity's best estimate of time to complete. • Obtain the requiring activity's best estimate of minimum steps or tasks yet to be done. • Obtain the requiring activity's best estimate of what can be accomplished within current level of funding and whatever additional funds can be provided.	2. Promptly obtain funding and programming information pertinent to the contract's continuation. Sufficient information is obtained to select one of the course of action in task 3.
3. Select a course of action. Alternatives: a. Provide extra funds/time to complete the contract “as is.” b. Downscope the statement of work to fit remaining funds. c. Stand pat (pending further factfinding). d. Terminate (last resort). e. Take no action, if the contractor is on schedule in terms of time and money. f. Deobligate and remove excess funds, if any.	
4. Implement a decision to add funds and/or time to complete the contract "as is." If a cost reimbursement contract: • Meet with contractor to review the statement of work, verify the remaining tasks, and negotiate the contractor's proposal on cost and time to complete. • Establish the amount of additional funds required (per Unit 40) and new delivery date; obtain clearance to obligate additional funds from the financial management division. • Determine the consideration to the Government—ordinarily completion of the contract with no increase in fee. • Prepare and execute change to contract (per Unit 75).	

UNIT 64 LIMITATION OF COSTS

Tasks	Related Standards
5. Implement a decision to downscope the statement of work to fit remaining funds. If a cost reimbursement contract: • Obtain contractor's proposal for adjustment of the fee. • Negotiate a new statement of work and fee (per Units 40, 43, 44, and 45). • Prepare and execute supplementary agreement (per Unit 75).	5. In cost reimbursement contracts, base the adjustment of fee on the percentage of work to be completed in relation to the total work called for in the contract before modification.
6. If the decision is to stand pat pending further factfinding, provide notice to the contractor. State in the notice that: • The Government is considering whether to allot additional funds or increase the estimated cost or ceiling price. • The contractor is entitled to stop work when the dollar limit has been reached. • Any work done beyond the dollar limit will be at the contractor's own risk.	
7. If the decision is to terminate the contract, terminate per Unit 76.	
8. If the decision is to take no action because the contractor appears to be on schedule in terms of time and money, record that decision for the file.	
9. Implement a decision to deobligate and remove excess funds. If a cost reimbursement contract: • Informally notify the contractor of the Government's intent to remove excess funds and obtain feedback from the contractor. • Consult program office and prepare revised estimate of cost to complete and the amount of excess funds. • Issue a unilateral modification to deobligate and remove excess funds.	

UNIT 65 PAYMENT

(Blueprint 41.2 — 4/14/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Payment Against Invoices

Duty

Determine whether to:

- Forward the invoice to the payment office for payment in full.
- Forward the invoice to the payment office for partial payment, after written notice to the contractor.
- Return the invoice to the contractor for correction.

Conditions

Given a contract and an invoice for payment.

Overall Standard(s)

Authorize payment of no money in excess of or less than the amount to which the contractor is entitled under the terms and conditions of the contract. Payment conforms to agency policies and the Prompt Payment Act.

Evaluator

Name _____

Title _____

Date _____

Certification for Part B: Payment Of Indirect Costs

Duty

Adjust billing rates and establish final indirect cost rates.

Conditions

Given a cost reimbursement contract.

Overall Standard(s)

Authorize payment of no money in excess of or less than the amount to which the contractor is entitled under the terms and conditions of the contract. Payment conforms to agency policies and the Prompt Payment Act.

Evaluator

Name _____

Title _____

Date _____

UNIT 65 PAYMENT

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 65 PAYMENT

Policies

FAR	*Agency Suppl.*	*Subject*
8.709		Payment against invoices from workshops for the Blind and Other Severely Handicapped and from the Federal Prison Industries, Inc.
22.1022		Withholdings from contract payments under the Service Contract Act.
23.506		Suspension of payments under the drug-free work place clause.
27.205 and 206		Refunding of royalties.
29		Taxes (refunds for).
32.102(d)		Partial payments.
32.611 and 612		Set offs for debt collection.
32.804		Protection for assignees from reductions or withholdings.
32.9		Prompt payment.
35.003(c)		Recoupment.
42.7		Indirect cost rates.
42.1403		Shipping documents covering F.O.B. origin shipments (e.g., bills of lading).
47.103		Transportation Documentation and Audit Regulation (e.g., Government Bills of Lading).
47.104-5		Citation of Government rate tenders.
47.401-405		Disallowance of fares of foreign-flag air carriers.
49.112		Payment when terminating.
52.216-7		Allowable costs and payment under cost reimbursement contracts.
52.216-8, 216-10, and 216-11		Fee arrangements under cost reimbursement contracts.
52.216-15		Predetermined indirect cost rates (cost reimbursement R&D contracts with educational institutions).
52.216-16 and 216-17		Payment under fixed price incentive contracts.
52.216-26		Payments of allowable costs before the definitization of letter contracts.
52.222-4 and 222-41		Withholdings for unpaid wages under the Contract Work Hours and Safety Standards Act.
52.222-41		Withholdings of payments under the Service Contract Act.
52.223-6		Suspension of payments for failing to comply with requirements for a drug free work place.
52.225-10		Reduction of price when supplies enter duty-free.
52.227-9		Refund of royalties.
52.229-1, 229-3 thru 229-10		Taxes.
52.232-1 thru 232-3.		Payment clauses.
52.232-7 thru 232-9		Payments under Time-And-Materials and Labor-Hour contracts.
52.232-8		Discounts for prompt payment.
52.232-9		Limitation on withholding of payment.

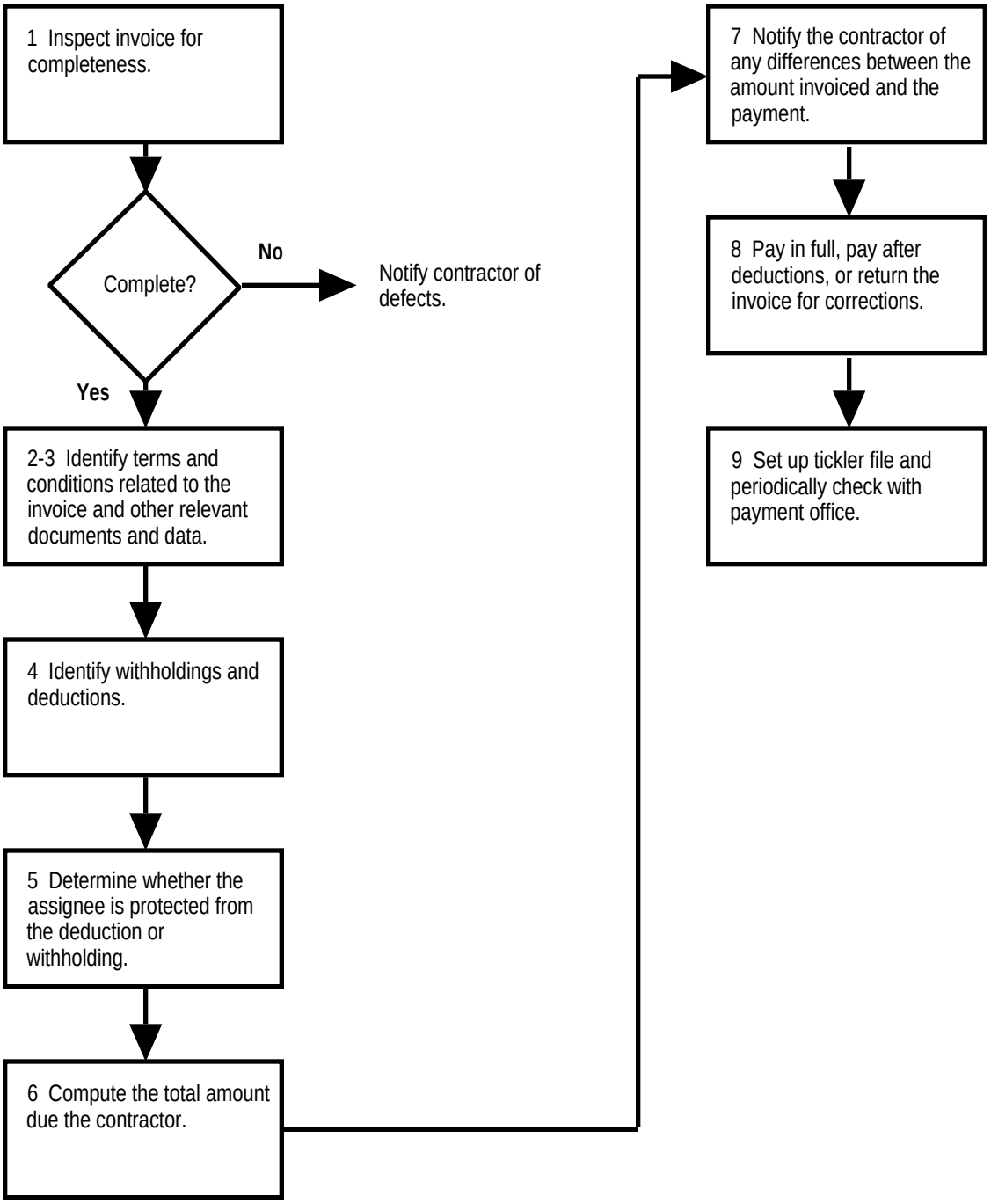
52.232-11		Extras
52.232-25		Prompt payment.
52.232-28		Electronic Funds Transfer Payment Methods.
52.242-10 and 242-11		Government bills of lading.
52.247-1		Commercial bills of lading.
52.247-63		Preference for U.S.-Flag air carriers (disallowance of expenditures from funds for international air transportation secured aboard a foreign-flag carrier).

Other KSA's

1. Commercial Law and Quantitative Analysis.

Other Policies and References (Annotate As Necessary):

Payment Against Invoices



UNIT 65 PAYMENT

Part A: Payment Against Invoices

Tasks	Related Standards
1. Inspect invoice for completeness and notify contractor of any defects.	A1. Check invoices to ensure that the billing office has annotated the actual date of receipt. Identify any missing elements per FAR 32.905(e). Notify the contractor of defects in the invoice within 7 calendar days after receipt of the invoice at the designated billing office (to avoid interest penalties under the Prompt Payment Act).
2. Identify terms and conditions of the contract which bear on the amount to be paid.	A2. Correctly identify all applicable terms and conditions (e.g., price, type of contract, payment, period for constructive acceptance, discounts, liquidated damages, Service Contract Act).
3. Obtain documents and determinations that bear on the amount to be paid. Examples: • Inspection or receiving report forms or commercial shipping documents and packing lists (per Unit 58). • Documentation on the application of remedies (from Unit 61), such as liquidated damages or rejection of work. • Determinations on billing rates (per Part B of this Unit), final indirect cost rates (per Part B of this Unit), and on the allowability of invoiced costs (per Unit 66). • Reports on contractor indebtedness (from Unit 68). • Adjustments to liquidation rates or reductions in progress payments (from Unit 69). • Interim or final adjustments to the contract price (per Unit 70). • Contract modifications (from Unit 75). • Termination settlements (from Unit 76).	
4. Identify deductions (see Appendix I) or other necessary corrections to the invoice.	A4. Accurately recognize every item to deduct or withhold and the amount of each deduction or withholding.

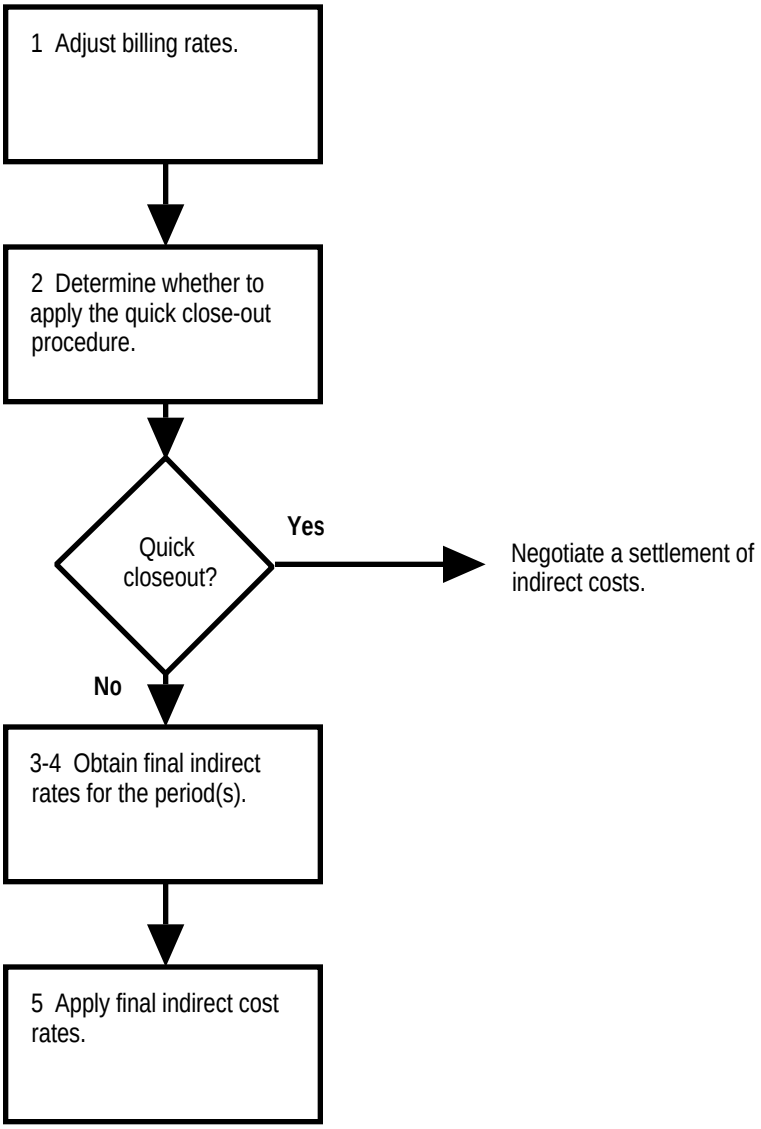
UNIT 65 PAYMENT

Part A: Payment Against Invoices

Tasks	Related Standards
5. Determine whether an assignee is protected from the deduction or withholding. • From recovery of payments made by the Government to the assignee under any contract on account of any liability of the contractor to the Government. • By a no set-off commitment in the contract which entitles the assignee to receive contract payments free of reduction or set-off for: - Any liability of the contractor to the Government arising independently of the contract. - Renegotiation under any statute or contract clause. - Fines. - Penalties (excluding those that may be collected or withheld from the contractor under the terms of the contract or for failure to comply with the contract's terms). - Taxes or social security contributions. - Withholding or nonwithholding of taxes or social security contributions.	A5. The determination should conform to FAR 32.804. Notwithstanding the no set-off commitment, set-off when: • The assignee has neither made a loan under the contract nor has made any commitment to do so. • The amount due on the contract exceeds the amount of any loans made or expected to be made under a firm commitment for financing.
6. Do mathematical computations to determine the total amount due the contractor.	A6. Calculate the accurate amount owed.
7. Contact the contractor to explain any differences between the amount of the submitted invoice and the amount that the Government proposes to pay.	A7. Accurately present all factual data that justifies the difference. Provide the contractor an opportunity to present his/her position and ensure that the contractor's management is aware of potential performance problems.
8. Reach and, where necessary, document the decision on the amount to pay against an invoice. Alternatives: • Pay in full. • Pay after certain deductions and withholdings, after written notice to the contractor. • Reject the invoice and return it to the contractor for correction and resubmission, specifying the reason.	A8. Notify the contractor of defects in the invoice (in terms of disagreements with the amount invoiced) within 7 calendar days after receipt of the invoice at the designated billing office (to avoid interest penalties under the Prompt Payment Act). Notify the contractor of deductions or withholdings from the amount invoiced within 30 days after the designated billing office has received a proper invoice from the contractor, or within 30 days after Government acceptance, whichever is later (assuming no disagreement over quantity, quality, or contractor compliance with contract requirements.).

Tasks	Related Standards
9. Monitor payments.	A9. Submit the correct invoice to Finance Office in a timely manner (within the meaning of the Prompt Payment Act) and within the time standards agreed upon between the Contracting Officer and the Certifying Finance Officer. In general, payment should be made within 30 days after the designated billing office has received a proper invoice from the contractor, or within 30 days after Government acceptance, whichever is later (assuming no disagreement over quantity, quality, or contractor compliance with contract requirements.). For contractor financing payments, payment should be made within 30 days after the designated billing office has received a proper request. However, "interest penalties are not required on payment delays due to disagreement between the Government and contractor over the payment amount, or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract."—FAR 32.907-1(f). Payment should be made within 20 days but no later than 30 days for supplies or services on the Procurement List of supplies available from workshops for the Blind or Other Severely Handicapped or from the Federal Prison Industries, Inc.

Payment Of Indirect Costs



UNIT 65 PAYMENT

Part B: Payment Of Indirect Costs

Tasks	Related Standards
1. Adjust billing rates.	B1. Prospectively or retroactively revise billing rates to prevent substantial overpayment of under payment of indirect costs over the course of the contract.
2. Determine whether or not to apply the quick-close out procedure. Steps for quick closeouts: • Obtain the contractor's proposed rates and supporting data. • Prepare the Government 's position on the proposed rates (per Unit 40). • Negotiate (per Units 43-45) and modify the contract (per Unit 75).	B2. Use the "quick close-out" procedure at FAR 42.708 to settle indirect costs for a specific contract in advance of a determination of final indirect cost rates, when: • The contract is physically complete, • The amount of unsettled indirect cost to be allocated to the contract is relatively insignificant (per the criteria in 42.708(a)(2)), and • Agreement can be reached on a reasonable estimate of allocable dollars. [1]
3. Identify the cognizant agency and official (either a contracting officer or auditor) responsible for establishing indirect cost rates for the business unit.	
4. Obtain from the cognizant agency the final indirect cost rates for the period or periods during which the contract was in effect.	
5. Apply the final indirect cost rates in reviewing the contractor's invoices (per Part A).	

[1] FAC 90-3.

UNIT 65 PAYMENT — APPENDIX I

TABLE OF DEDUCTIONS FROM INVOICED AMOUNTS

WHEN:	DEDUCT:	PER FAR:
Administering Fixed Price Contracts	Invoiced items that have not been received or accepted.	52.232-1 and 52.232-2
	Invoiced prices that exceed the contract price for the supplies or services.	
	Invoiced partial payments when the amount due on the deliverables is less than $1,000 or 50% of the purchase price.	
	Invoiced amounts for "extras."	52.232-11
	Discounts for early payment.	52.232-25
	State and local taxes, by furnishing the contractor with an evidence of any exemption from such taxes.	52.229-1
	After-relieved Federal or foreign taxes.[1]	52.229-3 through 52.229-7
	The amount of any Federal excise tax or duty (except social security or other employment taxes) that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence or failure to follow the Contracting Officer's instructions.	
Billed for transportation costs	Improperly supported reimbursement for transportation charges.	52.242-10 and 52.247-1
Modifying the Contract (Per Unit 75)	Unilateral or bilateral downward adjustments to the contract price (including adjustments that result from the resolution of performance problems per Unit 61).	Part 43, 52.243-1 to 52.243-7, and 52.248-1.
Implementing Special Contract Remedies (Per Unit 61)	Liquidated damages— • Per the clause at 52.212-4 (Liquidated Damages—Supplies, Services, or Research and Development) • Per the clause at 52.219-16 Liquidated Damages—Small Business Subcontracting Plan. • Per the clause at 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation.	52.212-4, 52.219-16, and 52.222-4
	Unpaid wages— • Per the clause at 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation. • Per the clause at 52.222-41 Service Contract of 1965, As Amended.	52.222-4 and 52.222-41

[1]"After-relieved" means a tax that the contractor is no longer required to pay or bear or for which the contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date. Also note that the contract price might be adjusted upwards based on "after-imposed" taxes. Consult the agency-designated counsel to determine the applicability of a tax.

UNIT 65 PAYMENT — APPENDIX I

TABLE OF DEDUCTIONS FROM INVOICED AMOUNTS

WHEN:	DEDUCT:	PER FAR:
Collecting Contractor Debts (Per Unit 68)	Setoffs for the collection of contractor debts.	32.611 and 32.612
Progress Payments Are Being Made (Per Unit 69)	From invoiced prices, amounts necessary to liquidate prior progress payments (as calculated per the terms of the Progress Payments clause).	52.232-16
	Unallowable costs invoiced on the SF 1443 (Contractor's Request for Progress Payments).	
	For customary progress payments, 20% of the cumulative total allowable costs (15% for small businesses) reported on the SF 1443 (Contractor's Request for Progress Payments), less the sum of all previous progress payments.	
	Costs invoiced on the SF 1443 (Contractor's Request for Progress Payments), when a decision has been made to suspend or reduce progress payments.	
Administering A Cost Reimbursement Contract	Retainages, such as: • 15% of fee per FAR 52.216-8 and 216-10 for cost plus fixed fee or incentive fee contracts. • 1% of total estimated cost as shown in the Schedule or $100,000 under FAR 52.216-11 in cost-no fee contracts .	52.216-7, 52.216-8 216-10, and 216-11
	Payment on the basis of a lesser fee under cost plus incentive fee contracts, when the contractor is not likely to achieve the target.	
	Unallowable costs per Unit 66.	
	Overbilled indirect costs, given billing rates or final indirect cost rates for the period.	
	Costs in excess of the limitation of costs in cost reimbursable contracts (per Unit 64).	
	Any tax or duty of a foreign Government from which the U.S. Government is exempt by agreement with the foreign Government .	52.229-8 or 52.229-9
	In cost sharing R&D contracts, recoupment of Government-funded nonrecurring costs from contractors that sell, lease, or license the resulting products or technology to buyers other than the Federal Government.	35.003(c)

UNIT 65 PAYMENT — APPENDIX I

TABLE OF DEDUCTIONS FROM INVOICED AMOUNTS

WHEN:	DEDUCT:	PER FAR:
Administering A Fixed Price Incentive Contract (Per Unit 70)	The amount that invoiced prices exceed current billing prices (e.g., when billing prices are reduced).	52.216-16 and 52.216-17
	The amount that billing prices exceeded the final prices for deliverables under fixed price incentive contracts.	
Administering A Time-And-Materials or Labor-Hour Contract	Any amount in excess of the ceiling price (per Unit 64).	52.232-7
	A retainage of 5% of the amount due until execution and delivery of the contractor's release.	
	Overpayments or improper amounts for materials or subcontracts.	
Administering a Letter Contract	Invoiced amounts in excess of the limitation of reimbursement and reimbursement rates.	52.216-26
Royalties are being paid[1]	Royalties in excess of the amount that is owed by the Government.	52.227-9
Terminating a contract	Invoiced amounts that are greater than the amount authorized for partial payment or final payment of termination settlements.	49.112, 49.402-6, and 49.402-7(b).
	Partial payments that exceeded the amount of the final termination settlement.	
	Reprocurement costs and costs for any other damages.	

[1]Do not pay the invoiced amount for a royalty when:

- The Government has a royalty-free license which covers that royalty.
- Billed at a rate in excess of the rate for which the Government is licensed.
- The royalties in whole or in part otherwise constitute an improper charge.

UNIT 65 PAYMENT — APPENDIX I

TABLE OF DEDUCTIONS FROM INVOICED AMOUNTS

WHEN:	DEDUCT:	PER FAR:

UNIT 66 UNALLOWABLE COSTS

(Blueprint 41.3 — 4/15/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Disapprove unallowable costs.
Conditions	Given invoices, findings and recommendations from auditors, and the related contracts.
Overall Standard(s)	Payments are not made for unallowable costs. Contractors are given proper notice of disallowance.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 66 UNALLOWABLE COSTS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 66 UNALLOWABLE COSTS

Policies

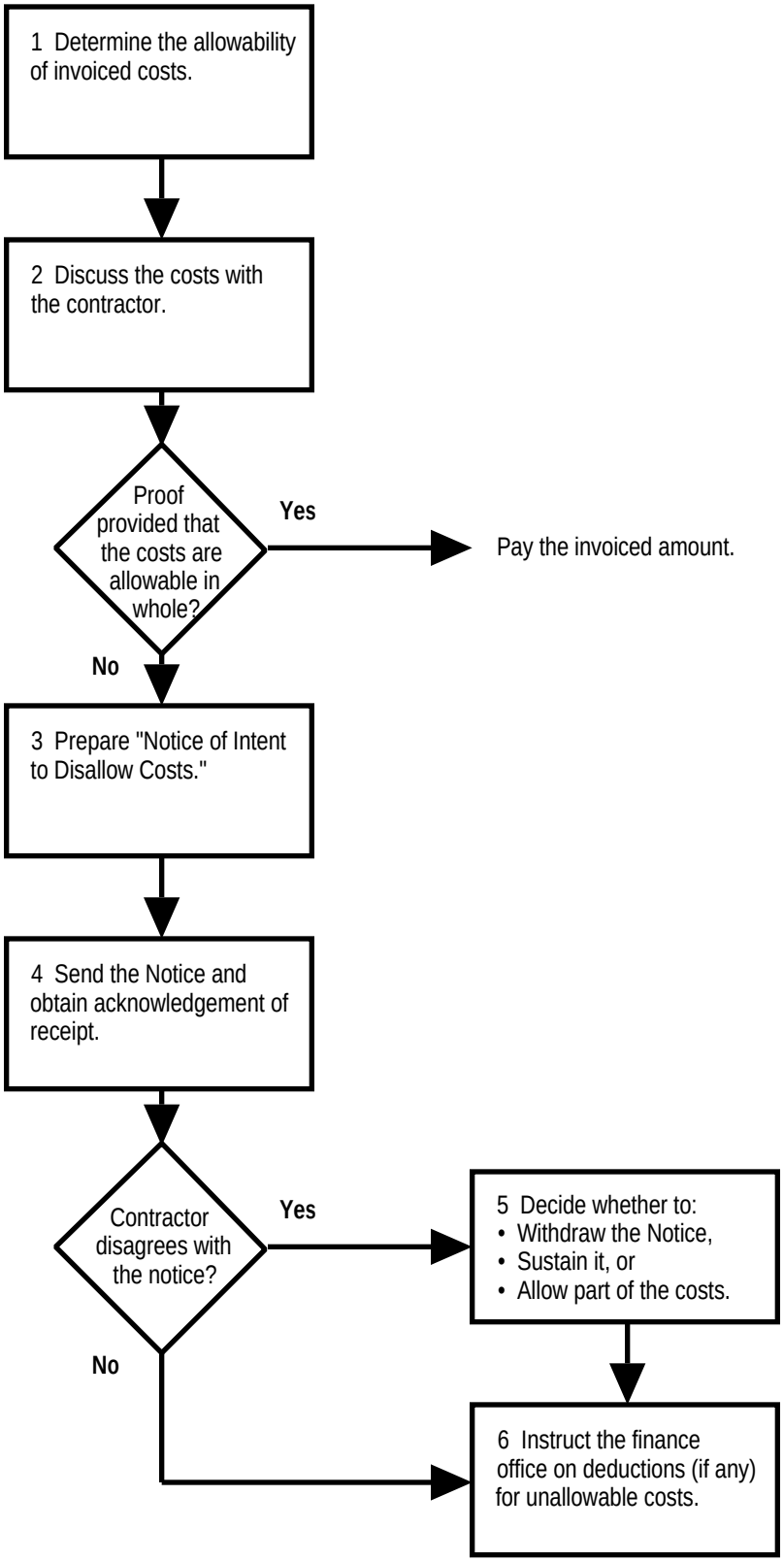
FAR	*Agency Suppl.*	*Subject*
31		Contract cost principles and procedures.
42.8		Disallowance of costs.
52.216-7		Allowable cost and payment.
52.232-16		Disallowance of costs in progress payment requests.
52.242-1		Notice of intent to disallow costs.

Other KSA's

1. Accounting.

Other Policies and References (Annotate As Necessary):

UNALLOWABLE COSTS



UNIT 66 UNALLOWABLE COSTS

Tasks	Related Standards
1. Determine allowability of costs reported on invoices. • Obtain review by auditors (per Unit 39). • Prepare a position and supporting data on allowability for discussions with the contractor (per Unit 40).	1. Correctly recognize costs on invoices that are probably unallowable.
2. Attempt to negotiate a satisfactory settlement through discussions with the contractor and coordinate with auditor (per Units 44 and 45).	2. Reach no agreement that would result in paying any unallowable cost. Obtain any additional data from the contractor that may bear on the decision of allowability.
3. Prepare the "Notice of Intent to Disallow Costs." Include: • A reference to the FAR clause at 52.242-1. • The contractor's name and the numbers of the affected contracts. • A description of the costs to be disallowed, including estimated dollar value by item and applicable time periods and reasons for the intended disallowance. • A description of potential impact on billing rates and forward pricing rate agreements. • Effective date of the notice and the date by which a written response must be received. • A list of recipients of copies of the notice. • A request that the contractor acknowledge receipt of the notice.	3. Notice should conform to FAR 42.801.
4. Send "Notice of Intent to Disallow Costs" to the contractor and obtain acknowledgement of receipt of notice.	4. Also send copies to: • All contracting officers cognizant of any segment of the contractor's organization. • The finance office, with instructions to pay only the allowable items on the invoice.
5. If contractor makes a written response within 60 days disagreeing with the Notice, issue a written decision. Alternatives: • Withdraw the Notice. • Sustain original the decision. • Allow part of the costs.	5. Make the decision after consulting the auditor.

UNIT 66 UNALLOWABLE COSTS

Tasks	Related Standards
6. Inform the finance office of the final decision of the contracting officer, with instructions to pay any allowable part of the costs (per Unit 65).	6. Paying office does not make payment of the unallowable cost.

UNIT 67 ASSIGNMENT OF CLAIMS

(Blueprint 41.4 — 4/16/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Approve or disapprove the request for an assignment of claims.
Conditions	Given a contract, a request from the contractor for an assignment of claims, and a copy of the Notice of Assignment.
Overall Standard(s)	Approve the request if it meets terms of contract and FAR/agency requirements.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 67 ASSIGNMENT OF CLAIMS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 67 ASSIGNMENT OF CLAIMS

Policies

FAR	*Agency Suppl.*	*Subject*
32.8		Assignment of claims.
52.232-23		Assignment of claims clause.
52.232-24		Prohibition of assignment of claims.

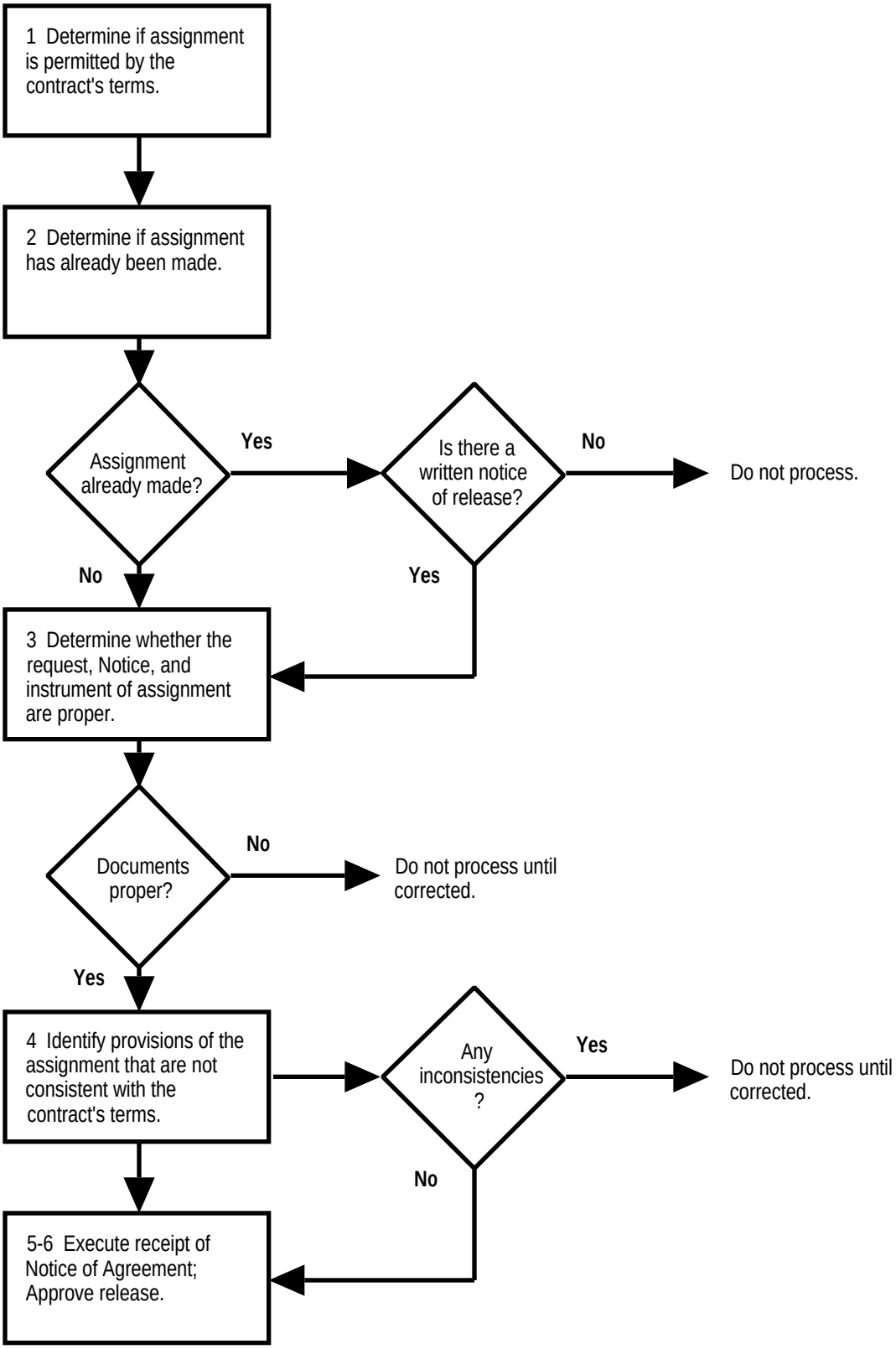
Other KSA's

1. Commercial Law and Business Finance.

2. Knowledge of types of financing institutions, authority to sign legally binding documents, and Freedom of Information requirements.

Other Policies and References (Annotate As Necessary):

ASSIGNMENT OF CLAIMS



UNIT 67 ASSIGNMENT OF CLAIMS

Tasks	Related Standards
1. Determine if assignment is permitted in accordance with contract terms. If not: • Negotiate a supplemental agreement to incorporate the assignment of claims clause, with appropriate consideration to the Government, or • Retain prohibition on assignment if in the Government's interests.	
2. Determine if an assignment has already been made.	2. If an assignment has already been made, make no new assignment unless the assignee files a: • Written notice of release of the contractor by the assigning financial institutions. • Copy of the release instrument. • Written notice of the further assignment or reassignment. • Copy of the further assignment or reassignment instrument.
3. Determine whether the request, Notice of Assignment, and instrument of assignment are proper. • Assignment is to bank, trust company or other financing agency, including any Federal lending agency. • Assignment is for all unpaid amounts payable under the contract. • Assignment is to only one party and not subject to further assignment (although assignments may be made to a party as agent or trustee for two or more parties participating in the financing of the contract). • Contractor does not furnish or disclose any classified information to the assignee unless authorized by the Contracting Officer. • An original and 3 copies of the written notice of the assignment together with one true copy (i.e., a certified duplicate or photostat) of the assignment instrument has been forwarded by the assignee to each of the following parties: - The contracting officer or the agency head. - The surety, if applicable. - The disbursing officer designated in the contract to make payment. • The assignment is properly executed.	3. See FAR 32.805 for a suggested format. If a corporation, the assignment must be: • Executed by an authorized representative. • Attested by secretary or assistant secretary of the corporation • Impressed with corporate seal or accompanied by certified copy of resolution of corporation's board of directors authorizing the signing representative to execute assignment. If a partnership, the assignment may be signed by one partner if accompanied and acknowledged certification that signor is a general partner of the partnership. If an individual, the assignment must be signed by that individual and the signature must be notarized.

UNIT 67 ASSIGNMENT OF CLAIMS

Tasks	Related Standards
4. Identify any provisions of the assignment that are not consistent with the contract's terms and conditions.	4. Approve no assignment that is not consistent with other terms and conditions of the contract. Confirm that: • The contract has been properly approved and executed. • The contract is one under which claims may be assigned. • The assignment covers only money due or to become due under the contract.
5. Execute receipt of Notice of Assignment and return the three copies to the assignee. • If the notice is okay, receipt and return copies to assignee. • If the notice is not okay, return to assignee for proper completion or amendment. • If assignment is not permissible, notify assignee.	
6. Approve release of assignment per the contractor's written request. • Verify the release instrument (contact the assignee with any questions). • Verify that written notice of the release, along with a true copy of the release instrument, have been received by the: - The contracting officer or the agency head. - The surety, if applicable. - The disbursing officer designated in the contract to make payment. • Acknowledge receipt of the notice to contractor. • Direct the finance office to make any needed changes in the issuance of payments.	6. Do not approve the release instrument unless it is accurate, complete, and includes true copy of the release of assignment instrument.

UNIT 68 COLLECTING CONTRACTOR DEBTS

(Blueprint 41.5 — 4/16/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Determine and recover debts from contractors.
Conditions	Given the terms of a contract and set of circumstances that may require a collection of debt from the contractor.
Overall Standard(s)	Recover money due the Government with minimum delay using available contractual and legal means. Avoid actual monetary loss to Government.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 68 COLLECTING CONTRACTOR DEBTS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 68 COLLECTING CONTRACTOR DEBTS

Policies

FAR	*Agency Suppl.*	*Subject*
32.6		Contract debts.
52.232-17		Interest.

Other KSA's

1. Business Finance, Organization & Management, Commercial Law, and Quantitative Analysis.

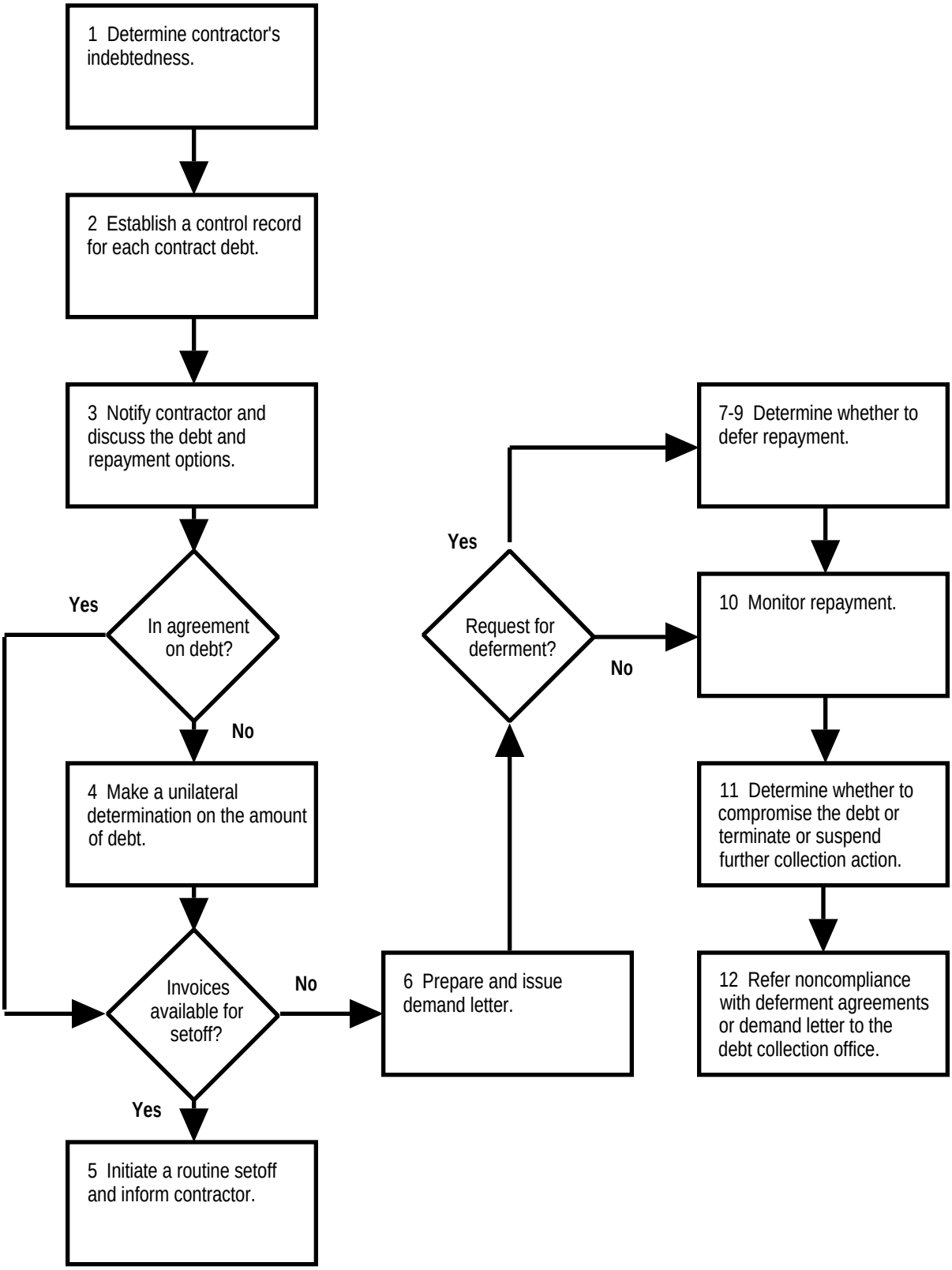
2. Knowledge of typical reasons for contractor indebtedness.

3. Knowledge of options or methods of collection and potential impact on contractor.

4. Skill at calculating contractor debts, including interest.

Other Policies and References (Annotate As Necessary):

COLLECTING CONTRACTOR DEBTS



UNIT 68 COLLECTING CONTRACTOR DEBTS

Tasks	Related Standards
1. Determine contractor's indebtedness. Typical reasons for indebtedness: • Damages or excess costs related to defaults in performance (per Unit 76). • Breach of contract obligations concerning progress payments, advance payments, or Government furnished property or material (per Units 69 and 62). • Government expense of correcting defects (per Unit 61). • Overpayments related to errors in quantities, billings or quality deficiencies (per Units 61 and 65). • Retroactive price reductions resulting from contract terms for price redetermination or for determination of prices under incentive type contracts. • Overpayments disclosed by quarterly statements required under price redetermination or incentive contracts. • Delinquency in contractor payments due under agreements or arrangements for deferral or postponement. • Notification by another Government agency (if for tax debts, IRS furnishes instructions on debt collection).	1. Ascertain the correct amount of debt. Fairly consider both the Government's claim and any contract claims by the contractor against the Government.
2. Establish a control record for each contract debt.	2. Include: • Name and address of the contractor. • The contract number, if any. • A description of the debt. • Amount of debt and the appropriation to be credited. • Date the debt was determined. • Dates of demand for payment. • Amounts and dates of collection. • Date of any appeal filed or action brought in the Court of Claims under the Disputes clause. • Status of collections (e.g., actions reported to the disbursing officer, funds requested to be withheld by the disbursing officer or other offices; deferment or installment payment arrangements and requests reviewed; supplemental information requested to support deferment requests; and actions transferred to the contract financing office).

UNIT 68 COLLECTING CONTRACTOR DEBTS

Tasks	Related Standards
3. Notify contractor, negotiate the amount of debt, and discuss repayment options. • Schedule, develop strategy, and conduct negotiations (per Units 44 and 45). • Obtain the contractor's signature on an interim memorandum evidencing a negotiated price agreement involving refund. • Prepare a supplement agreement (per Unit 75) which: - Establishes the amount of debt. - Establishes the method of payment and payment terms (cash payment, setoff, or deferment).	3. Provide the contractor with an opportunity to discuss validity, amount, and repayment of debt. At the contractor's request, recognize tax credits under section 1481 of the Internal Revenue Code in meeting the debt. If payment is to be deferred, the contract modification incorporates a deferment agreement per step 7.
4. Make a unilateral determination on the amount of debt under FAR 52.223-1, Disputes.[1]	4. Make a unilateral determination if the contractor is delinquent in: • Furnishing pertinent information. • Negotiating expeditiously. • Entering into an agreement on a fair and reasonable price revision. • Signing the interim memorandum. • Executing the supplemental agreement. The unilateral determination of amount should be: • Proper based on the merits of the case. • Not in excess of the amount that would have been considered acceptable in a negotiated agreement. • Consistent with the contract's terms.
5. Initiate a routine setoff and provide the contractor with an explanation (per Unit 65).	5. Set off if contractor invoices are on hand for payment

[1]FAC 84-51.

Tasks	Related Standards
6. Prepare and issue demand letter. Include: • Description of debt. • Amount of debt. • Notification that any amounts not paid within 30 days from the date of the demand will bear interest form the date of the demand (or any earlier date specified in the contract) at a rate established by the Secretary of the Treasury. • Notification that the contractor may submit a proposal for deferment of collection if immediate payment is not practicable or if the amount is disputed. • Identification of responsible official designated for determining the amount of the debt and for its collection. • Deadline and other instructions on submitting payment. • Describe future efforts to collect debt (e.g., withholding and offset on future invoices). • Appeal rights.	6. Issue a letter of demand when set offs are not possible. Issue the letter as soon as the responsible official has computed the amount of refund due. The letter should be complete and factually accurate. Do not issue a demand letter prior to the decision in step 4.[2] In case of a debt arising from a price reduction for defective pricing, interest runs from the date of overpayment by the Government until repayment by the contractor at an "underpayment" rate established by the Secretary of the Treasury.[3]
7. Obtain the contractor's written request for deferment of payment. • If contractor has appealed the debt under Disputes Act, request for deferment may be limited to an explanation of contractor's financial condition. • If no appeal under the Disputes Act, advise the contractor to submit the following: - Financial condition. - Contract backlog. - Project cash receipts and requirements. - Feasibility of immediate payment. - Probable effect on operations of immediate payment in full. • If information is not adequate, request contractor to furnish the needed information	7. Refer the deferment request to the responsible official (FAR 32.601)
8. Prepare recommendation on deferment: • Determine impact on contractor of requiring immediate payment. • Determine impact on contract performance. • Determine impact of reprocuring if contract performance would be jeopardized, in terms of cost and leadtimes.	8. Grant deferments only: • To small businesses and financially weak firms (based on a balance of the need for Government security against loss and undue hardship on the contractor), or • For amounts in dispute. Weigh the benefit of demanding immediate repayment against impact on contract performance and cost. The decision is to be made by the responsible official.

[2]FAC 84-51.
[3]FAC 90-3.

Tasks	Related Standards
9. Prepare the deferment agreement. • Description of the debt. • Date of first demand for payment. • Notice of an interest charge. • Identification of the office to which debt payments are to be sent. • Requirement for the contractor to submit financial information requested by the Government and for reasonable access to the contractor's and property by Government representatives. • Provision for the Government to terminate the deferment agreement and accelerate the maturity of the debt if the contractor defaults or if bankruptcy or insolvency proceedings are instituted by or against the contractor. • Any necessary protective requirements (e.g., collateral, subordinations or standbys of indebtedness, special bank accounts, etc.). • When a contractor appeal of the debt determination is pending, a requirement that the contractor diligently prosecute the appeal and pay the debt in full when the appeal is decided or the parties reach agreement. • When the contractor is not planning to appeal the debt or file an action under the Disputes clause, schedule or payment plan, including - Permission for the Gov't to periodically review the contractor's financial condition and require prepayment if it improves. - Requirements for stated or measurable prepayments upon occurrence of specific events or contingencies that improve the contractor's ability to pay. • If desired by the contractor, provision for the right to make prepayments without prejudice, for refund of overpayments, and for the crediting of interest.	9. Deferment agreement should conform to FAR 32.613.
10. Monitor contractor compliance with the agreement for repaying the debt or demand letter; identify and notify the contractor of any interest owed the Government.	10. Determine interest as provided in FAR 32.614.
11. Determine whether to compromise the debt or terminate or suspend further collection action.	11. Compromise the debt when the amount is under $100,000,[4] excluding interest, and further collection is not practicable or would cost more than the amount of recovery.
12. Refer noncompliance with deferment agreements or demand letter to the debt collection office.	

[4]Per FAC 90-5.

UNIT 69 PROGRESS PAYMENTS

(Blueprint 41.6 — 4/16/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Progress Payments

Duty Approve the amount to pay the contractor under progress payments clause; determine the need to adjust progress payment or liquidation rates.

Conditions Given a contract with a progress payments clause and a request for progress payments.

Overall Standard(s) Only pay amounts properly due the contractor under the progress payment clause. Avoid contractor indebtedness to the Government at the end of contract performance. Mitigate risks to performance of both the Government and the contractor from cash flow problems. Mitigate the Government's risk of providing progress payments when the contractor is not likely to perform for other reasons.

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Advance Payments

Duty Reserved.

Conditions

Overall Standard(s)

Evaluator Name _____

Title _____

Date _____

UNIT 69 PROGRESS PAYMENTS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 69 PROGRESS PAYMENTS

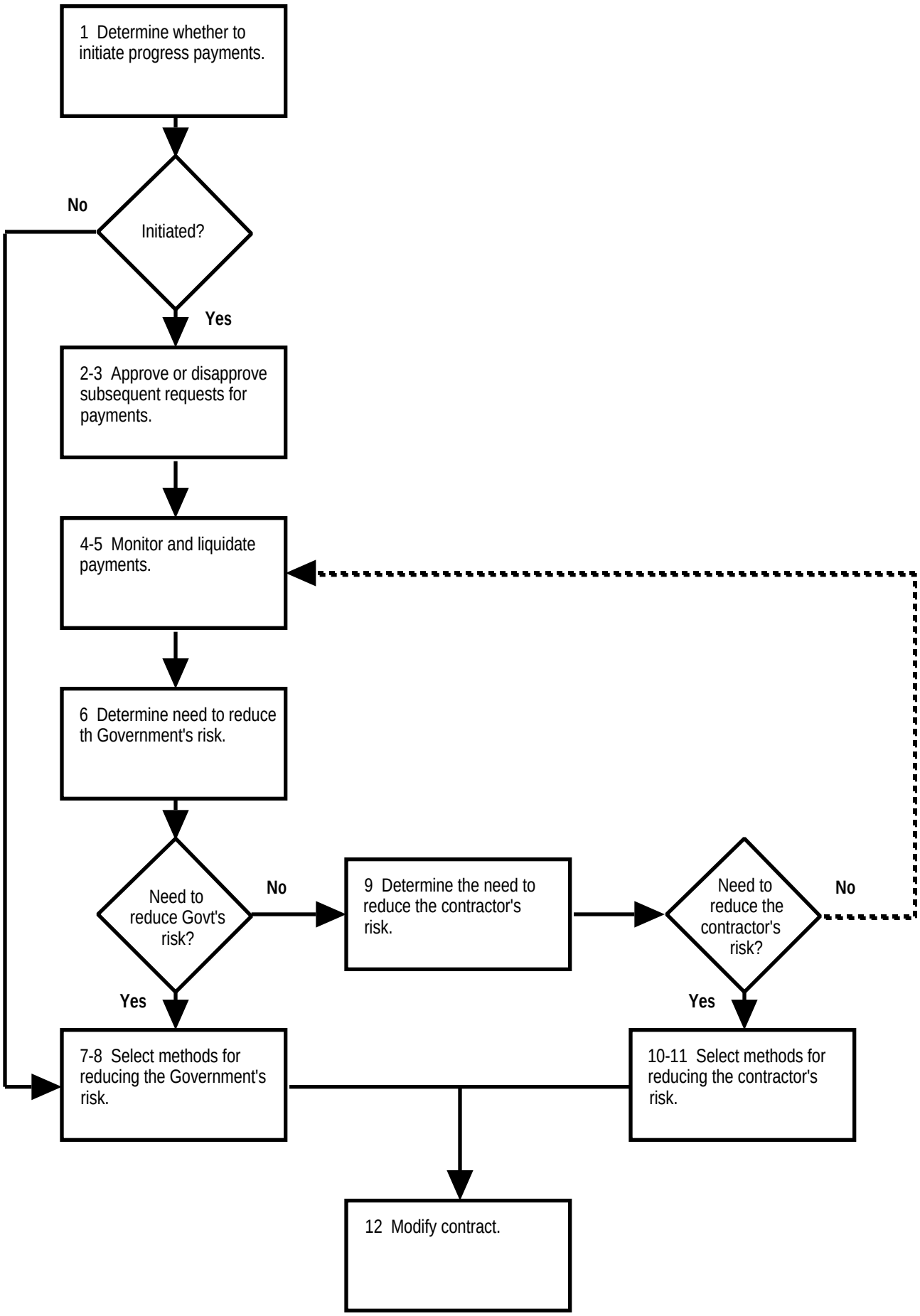
Policies

FAR	*Agency Suppl.*	*Subject*
32.104		Providing contract financing.
32.105		Uses of contract financing.
32.408 through 32.411		Administering advance payments.
32.501		Progress payment rates (customary and unusual); consideration for progress payments.
32.503		Postaward matters with respect to progress payments based on costs.
32.504		Progress payments to subcontractors.
42.703(b)		Use of billing rates in determining progress payments.
52.232 -12		Advance payments.
52.232-16		Progress payments.

Other KSA's

1. Business Finance and Accounting.

Other Policies and References (Annotate As Necessary):


1 Determine whether to initiate progress payments.
Initiated?
No
Yes
2-3 Approve or disapprove subsequent requests for payments.
4-5 Monitor and liquidate payments.
6 Determine need to reduce th Government's risk.
Need to reduce Govt's risk?
No
Yes
9 Determine the need to reduce the contractor's risk.
Need to reduce the contractor's risk?
No
Yes
7-8 Select methods for reducing the Government's risk.
10-11 Select methods for reducing the contractor's risk.
12 Modify contract.

UNIT 69 PROGRESS PAYMENTS

Part A: Progress Payments

Tasks	Related Standards
1. Determine whether to initiate progress payments. • Determine whether to audit or otherwise investigate the contractor's accounting system and financial condition. • Initiate audit and review audit findings (per Unit 39) or conduct factfinding.	A1. Do not audit or investigate the request if an audit within the last year or other data in the acquisition history provide sufficient grounds for believing that the firm is: • Reliable, competent and capable of satisfactory performance. • Possessed of an adequate accounting system and controls. • In sound financial condition. Otherwise, only begin progress payments if an audit or investigation confirm that: • The contractor will be capable of liquidating any progress payments or that the Government is sufficiently protected against loss by the terms and conditions of the contract, and • The contractor's accounting system and controls are adequate for proper administration of the payments.
2. If the contract did not call for progress payments, determine whether to modify the contract. • Determine whether the contractor's request for financing meets the tests of Unit 21. • Prepare a negotiation position on consideration for adding progress payments. • Negotiate and execute the contract modification.	A2. Correctly apply the criteria in FAR 32.501-4 to establish a prenegotiation position on the amount of consideration and accurately calculate the imputed financial costs of the equivalent working capital.
3. Approve or disapprove requests for progress payments (i.e., SF 1443) under the Progress Payment clause. • If the contractor's request does not conform to 32.503-1, obtain correction. • Determine whether to audit the request.	A3. Approve only that amount allowed under the contract's terms and conditions. The total amount of progress payments approved may not exceed 80% of the total contract price. Request an audit when data from the acquisition history or performance monitoring provides reason to • Question the reliability or accuracy of the contractor's certification. • Believe that the contractor will experience a loss on the contract.

UNIT 69 PROGRESS PAYMENTS

Part A: Progress Payments

Tasks	Related Standards
4. Monitor the Government's property rights, progress payments, and liquidation rates (per Unit 58), including the periodic conduct of postpayment reviews or audits.	A4. The extent and frequency of monitoring should be greater for contractors which are: • In weak or doubtful financial condition relative to progress payments outstanding or to be outstanding. • Run by managers of doubtful capability. • Weak in terms of accounting controls. • Experiencing substantial difficulties in performance. Conduct postpayment reviews or audits as prescribed in FAR 32.503-3.
5. Liquidate progress payments through deductions in payments to the contractor (per Unit 65).	A5. Deduct the unliquidated amount, or 80% of the amount invoiced, whichever is less.
6. Determine the need to reduce the Government's risk. • The contractor has failed to comply with a material requirements of the contract, such as the requirement in FAR 52.232-16 to: - Maintain an adequate accounting system and controls, - Promptly furnish requested reports, certificates, financial statements and other pertinent information, - Give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts, or - Provide unencumbered title to property per paragraph (d) of the clause. • Performance is endangered by the contractor's failure to make progress or unsatisfactory financial condition (per Unit 58). • Inventory allocated to the contract substantially exceeds reasonable requirements. • The contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business. • Unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of the contract. • The sum of the total costs incurred under the contract plus the estimated costs to complete the performance are likely to exceed the contract price. • Unliquidated progress payments exceed the the contractual limitation of 80% of the contractor's cumulative total costs.	A6. Make determinations as prescribed in FAR 32.503-6 , 32.503-12, and 32.503-14(c).

UNIT 69 PROGRESS PAYMENTS

Part A: Progress Payments

Tasks	Related Standards
7. Meet with contractor to discuss need and methods for reducing the Government's risk.	A7. Allow the contractor to present his/her view and any supporting facts. Attempt to reach agreement with contractor on a contract modification.
8. Select and implement a method or methods of reducing the Government's risk. Alternatives: • Suspending progress payments. • Reducing progress payments. • Increasing the liquidation rate (amount withheld from each payment for deliverables to pay the Government back for the "loan" of progress payments). • Adding protective terms to the contract, such as: - An agreement from the contractor to pay suppliers and avoid further delinquencies in such payments (but only when the contractor's financial condition is sound). - Personal or corporate guarantees. - Subordinations or standbys of indebtedness. - Special bank accounts. - One or more of the convenants prescribed for advance payments under paragraph (p) of the clause at 52.232-12.	A8. Select and implement a method as prescribed in FAR 32.503-6. When the contractor's total costs are likely to exceed the price of the contract, reduce progress payments by accurately computing a loss ratio factor and adjusting future progress payments to exclude the element of loss.
9. Determine the need to reduce the Contractor's risk. • Contractor's cash flow is not sufficient to sustain contract performance, even with normal progress and liquidation rates. • The government is otherwise protected against loss. • The contractor is otherwise capable and competent to perform (per Unit 47).	
10. Select method of further reducing contractor's risk. Alternatives: • Decreasing the liquidation rate on payments for initial deliverables. • Granting an unusual progress payment rate (FAR 32.501-2).	A10. Reduce the liquidation rate when the conditions in FAR 32.503-9 apply. Establish the alternate liquidation rate by correctly applying the factors at FAR 32.503-10.

UNIT 69 PROGRESS PAYMENTS

Part A: Progress Payments

Tasks	Related Standards
11. Meet with contractor to discuss the need for reducing the contractor's risk and the recommended method.	A11. Allow the contractor to present his/her view and any supporting facts. Attempt to reach agreement with contractor on a contract modification.
12. Issue a contract modification for any change (per Unit 75).	

UNIT 70 PRICE AND FEE ADJUSTMENTS

(Blueprint 41.7 — 4/28/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Economic Price Adjustments

Duty	Adjust the price.
Conditions	Given a fixed price contract with economic price adjustment terms and conditions (e.g., FAR clauses 52.216-2 through 216-4).
Overall Standard(s)	Accurately apply the contractual formula for adjusting the price. Adjustments are based on verified data. The final price must not exceed any ceiling established in the contract.

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Incentive Price Adjustments

Duty	Adjust billing prices and determine the total final price.
Conditions	Given a fixed price incentive contract (e.g., FAR clauses 52.216-16 and 52.216-17).
Overall Standard(s)	Accurately apply the contractual formula for adjusting billing prices and negotiating the total final price. The final price must not exceed the ceiling price established in the contract. Per FAR 42.7, consider established final indirect cost rates in preparing prenegotation positions.

UNIT 70 PRICE AND FEE ADJUSTMENTS

Certification for Part C: Award Fee Adjustments

Duty	Determine the amount of the award fee.
Conditions	Given a fixed price or cost reimbursement contract with award fee terms and conditions.
Overall Standard(s)	Correctly implement the contractual procedure for determining the fee. The fee must not exceed any ceiling established in the contract.
Evaluator	Name _____
	Title _____
	Date _____

Certification for Part D: Incentive Fee Adjustments

Duty	Adjust the fee.
Conditions	Given a cost plus incentive fee contract (e.g., FAR clause 52.216-10).
Overall Standard(s)	Accurately apply the contractual formula for determining the fee. The final fee must not exceed any ceiling established in the contract.
Evaluator	Name _____
	Title _____
	Date _____

Certification for Part E: Price Redeterminations

Duty	Negotiate the price for each period.
Conditions	Given a fixed price redeterminable contract (e.g., FAR clauses 52.216-5 or 52.216-6).
Overall Standard(s)	Correctly implement the contractual procedure for negotiating prices. Per FAR 42.7, consider established final indirect cost rates in preparing prenegotiation objectives.
Evaluator	Name _____
	Title _____
	Date _____

UNIT 70 PRICE AND FEE ADJUSTMENTS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 70 PRICE AND FEE ADJUSTMENTS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 70 PRICE AND FEE ADJUSTMENTS

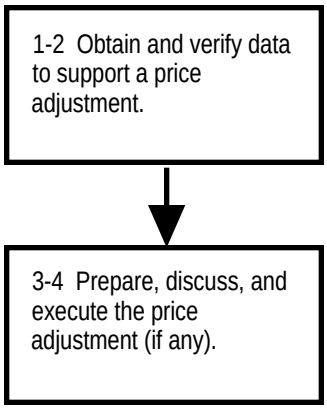
Policies

FAR	*Agency Suppl.*	*Subject*
16.2		Fixed price contracts.
16.4		Incentive contracts.
42.703(c)(2)		Use of final indirect cost rates on negotiating the final price of fixed-price incentive and redeterminable contracts.
52.216-2 through 4		Economic price adjustments.
52.216-5 and 216-6		Price redeterminations.
52.216-10		Incentive fee adjustments.
52.216-16 and 216-17		Incentive price adjustments.

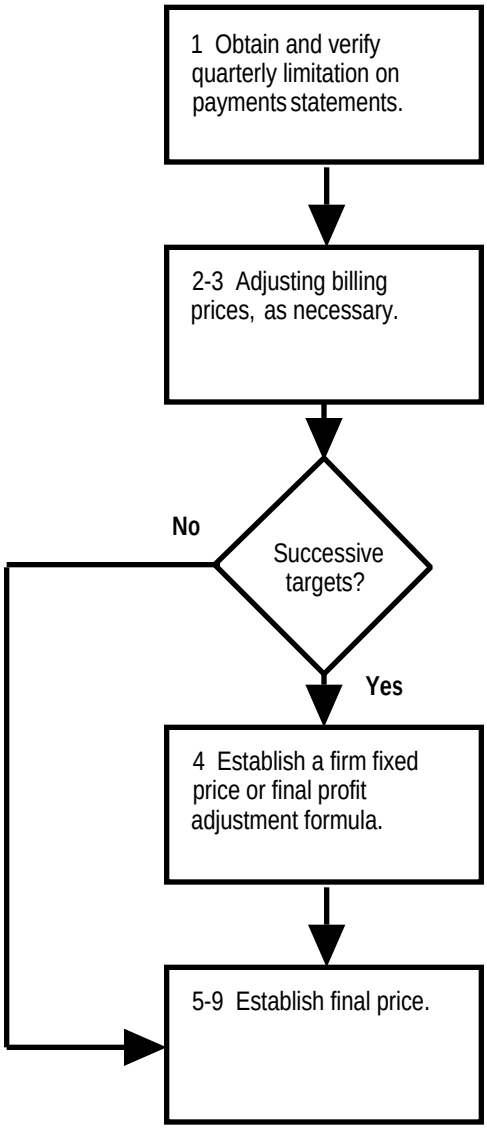
Other KSA's

Other Policies and References (Annotate As Necessary):

Economic Price Adjustments



Incentive Price Adjustments



Economic Price Adjustments

UNIT 70 PRICE AND FEE ADJUSTMENTS

Part A: Economic Price Adjustments

Tasks	Related Standards
1. Obtain data from the contractor. Depending on the clause, obtain data on: • The effective date and amounts of increases or decreases in applicable established prices (per 52.216-2 or 216-3), • Causes, effective dates, and amounts of increases or decreases in rates of pay for labor or units prices for material shown in the Schedule (per 52.216-4), or • Changes in cost indexes of labor or material.	A1. Obtain all data required under the contract clause as the basis for an economic price adjustment.
2. Verify data.	
3. Prepare and, where necessary, negotiate the price adjustment.	A3. Do not not exceed any limits on the price adjustment in the contract clause.
4. Modify the contract per Unit 75.	

UNIT 70 PRICE AND FEE ADJUSTMENTS

Part B: Incentive Price Adjustments

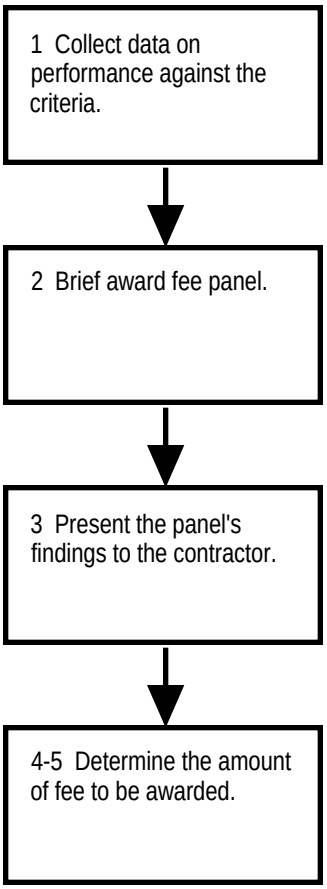
Tasks	Related Standards
1. Obtain and verify quarterly limitation on payments statements.	B1. Each statement should be: • On time. • Complete. • Consistent with other data available in the contracting office • Otherwise in compliance with paragraph (g) of the clause at 52.216-16 or or (i) of the clause at 52.216-17.
2. Determine whether to adjust billing prices and, if so, the amount of any such adjustment.	B2. Reduce or increase the billing price commensurate when it appears that the then-current billing price will be substantially lower or higher than the target price. However, upward adjustments should not exceed the ceiling price. Determinations should comply with paragraph (f) of the clause at 52.216-16 and (h) of the clause at 52.216-17.
3. Negotiate adjustments in billing prices and modify the contract per Unit 75.	
4. If the contract provides for successive targets, establish either a firm fixed price or the final profit adjustment formula. • Obtain the data required under paragraph (c) of the clause at 52.216-17. • Develop and negotiate a total firm target cost. • Establish a position on the total firm target profit, based on the different (if any) between the total initial target cost and the total firm target cost. • Determine whether to establish a firm fixed price, based on the total firm target cost plus the total firm target profit. • Negotiate a firm fixed price. • If agreement on a firm fixed price cannot be reached or if a firm fixed price is not appropriate, establish a profit adjustment formula. • Modify the contract (per Unit 75) to reflect either the agreed upon firm fixed price or the profit adjustment formula.	B4. Negotiate either a firm fixed price or a final adjustment formula at the production point specified in the contract. Correctly implement paragraphs (c) and (d) of the clause at 52.216-17.

UNIT 70 PRICE AND FEE ADJUSTMENTS

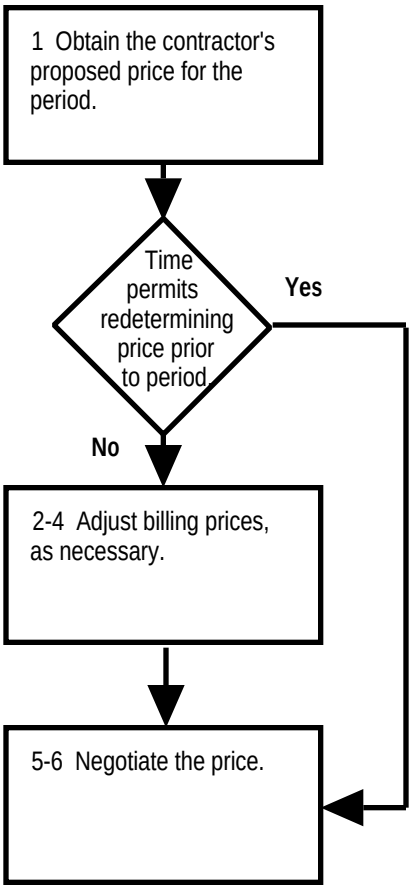
Part B: Incentive Price Adjustments

Tasks	Related Standards
5. Obtain and verify data from the contractor for establishing the final total price.	B5. The contractor's data submission should be: • On the correct form (e.g., SF 1411). • On time. • Complete. • Consistent with other data available in the contracting office • Otherwise in compliance with paragraph (c) of the clause at 52.216-16 or (e) of the clause at 52.216-17.
6. Adjust the total target cost or price. • Exclude any costs not allowed under the contract (per Unit 66) • Reflect any equitable adjustment in the contract price under any other clause of the contract. • Reflect increases or decreases in the contractor's tax liability under other clauses of the contract.	B6. Implement paragraphs (k), (l), and (n) of the clause at 52.216-16 and (m), (n) and (p) of the clause at 52.216-17.
7. Calculate the final total price.	B7. Correctly apply the contract's formula in paragraph (d) of the clause at 52.216-16 or 52.216-17. For a successive targets contract, the final price should not exceed the maximum ceiling price, except for any adjustment under other contract clauses provided for equitable adjustment or other revision of the contract price under stated circumstances.
8. Negotiate the final total price. Either: • Modify the contract per Unit 75, or, if an agreement cannot be reached, • Issue the contracting officer's final decision under the Disputes clause.	B8. Implement paragraphs (e) and (i) of the clause at 52.216-16 and (g) and (k) of the clause at 52.216-17.
9. Obtain the final invoice. • Per Unit 65, identify and apply any deductions or withholdings or additions, and process the final payment. • If the contractor has been overpaid, dun the contractor per Unit 68.	B9. Separately reimburse costs as prescribed in paragraph (m) of the clause at 52.216-16 or (o) of the clause at 52.216-17.

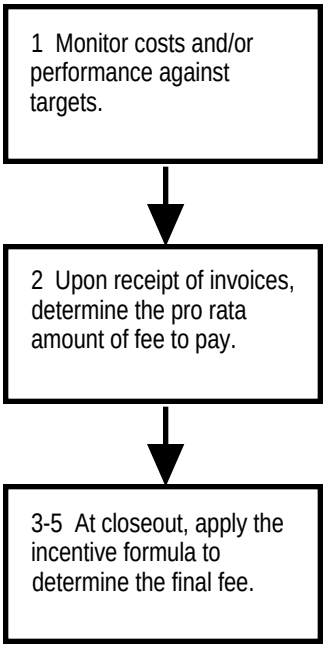
Award Fee Adjustments



Price Redeterminations



Incentive Fee Adjustments



UNIT 70 PRICE AND FEE ADJUSTMENTS

Part C: Award Fee Adjustments

Tasks	Related Standards
1. Collect data on the contractor's performance against each criterion for determining the award fee amount (per Unit 58).	
2. Brief the award fee panel. • Present the evaluation criteria and rating plan. • Provide the panel with any relevant data from performance monitoring. • Request the panel to apply the criteria, rate overall performance, and document their findings as prescribed in the clause and agency policies.	C2. Award fee panel should meet at the intervals stated in the contract. The panel's findings and recommendation should conform strictly to the evaluation criteria and rating plan.
3. Present the panel's findings to the contractor and request any feedback or rebuttal.	
4. Determine the amount of the award fee and add it either to the base fee or price.	C4. The amount of the award fee or price should fall within the range established in the contract and should not exceed the limits in 15.903(d).
5. Document the file.	

UNIT 70 PRICE AND FEE ADJUSTMENTS

Part D: Incentive Fee Adjustments

Tasks	Related Standards
1. Monitor the contractor's performance or cost against targets per Unit 58.	
2. Upon receipt of invoices, determine the pro rata amount of fee to pay.	D2. Generally prorate an amount for fee based on the "target fee" in the schedule. Exceptions: • Pay on the basis of a lower fee when monitoring per Unit 58 indicates that the contractor will not achieve the target(s). • Pay on the basis of a higher fee when monitoring clearly indicates that the Contractor will earn a fee significantly above the target fee. • After paying out 85% of the applicable fee, determine a retainage (if any)—not to exceed 15% of the fee or $100,000 (whichever is less).
3. At closeout, total the allowable costs for application of the incentive formula. When totaling "allowable costs" for the purposes of FAR 52.216.10: • Exclude all disallowed costs per Unit 66, and also • Exclude the allowable costs listed in FAR 52.216-10(e).	D3. Accurately calculate the "total allowable cost" for fee adjustment. Exclude costs arising from: • The causes listed in the Excusable Delay clause at 52.249-14, to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor. • Implementation of statutes, court decisions, written rulings, or regulations that raise the contractor's taxes, if effected after negotiation of the target cost. • The contractor's involvement in litigation as required by the Contracting Officer pursuant to a contract clause (direct costs only). • Purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer. • Claims for reimbursement for liabilities to third persons pursuant to the Insurance—Liability to Third Persons's clause. • Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause. • Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor. • Any other clause in the contract that specifically excludes an allowable cost from the "total allowable cost" for fee adjustment.

UNIT 70 PRICE AND FEE ADJUSTMENTS

Part D: Incentive Fee Adjustments

Tasks	Related Standards
4. Calculate the fee payable.	D4. Accurately apply the formula from FAR 52.216-10(e), as modified per 52.216-10(d).
5. Modify the contract per Unit 75.	

UNIT 70 PRICE AND FEE ADJUSTMENTS

Part E: Price Redeterminations

Tasks	Related Standards
1. Obtain the contractor's proposed price and supporting data for the period (i.e., the next period, if prospective, or past period, if retroactive).	E1. The contractor's data submission should be: • On the correct form(s) (e.g., SF 1411). • On time (if for a retroactive redetermination, suspends payments until data are furnished). • Complete. • Consistent with other data available in the contracting office • Otherwise in compliance with paragraph (d) of the clause at 52.216-5 or (c) of 216-6.
2. Pending redetermination of the price, obtain quarterly limitation on payments statements from the contractor.	E2. Each statement should be: • On time. • Complete. • Consistent with other data available in the contracting office • Otherwise in compliance with paragraph (h) of FAR 52.216-5 or (g) of 216-6.
3. Pending the redetermination of price, determine whether to adjust billing prices and, if so, the amount of any such adjustment.	
4. Negotiate adjustments in billing prices and modify the contract per Unit 75.	E4. Reduce or increase the billing price commensurately when it appears that the then-current billing price will be substantially lower or higher than the redetermined price. Determinations should comply with paragraph (g) of the clause at 52.216-5 and (f) of 216-6.
5. Establish the Government's position on the price for the period (per Units 25, 36, 39, and 40).	
6. Negotiate the price for the period (per Units 44 and 45). Either: • Modify the contract per Unit 75, or, if an agreement cannot be reached, • Issue the contracting officer's final decision under the Disputes clause.	E6. Negotiations and modification or the contracting officer's final decision should conform to paragraphs (e) and (j) of the clause at 52.216-5 and (d) and (i) of the clause at 52.216-6.

UNIT 71 ACCOUNTING AND ESTIMATING SYSTEMS

(Blueprint 43 — 4/19/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Accounting Systems

Duty Determine the adequacy of the firm's accounting system.

Conditions Given a contract that obligates the Government to reimburse a contractor's incurred costs (e.g., cost reimbursable contracts, redeterminable contracts, fixed price incentive contracts, Time-And-Materials contract, or fixed price contracts which provide for progress payments based on costs).

Overall Standard(s) Do not award a cost reimbursement, fixed price incentive, or redeterminable contract unless the contractor's accounting system can accurately identify, segregate, and track the costs incurred against the contract. After award, do not reimburse costs unless the contractor's accounting system can accurately identify, segregate, and track costs incurred against the contract.

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Cost Estimating Systems

Duty Determine the adequacy of the firm's estimating system.

Conditions Given a firm which regularly submit cost or pricing data as the basis for contract awards or modifications.

Overall Standard(s) When preparing prenegotiation positions on elements of cost (per Unit 40), identify and account for any significant deficiencies in the firm's estimating system.

Evaluator Name _____

Title _____

Date _____

UNIT 71 ACCOUNTING AND ESTIMATING SYSTEMS

Certification for Part C: Financial Condition

Duty	Monitor the financial condition of the firm.
Conditions	Given a firm to which the Government has awarded sizeable longterm contracts (especially cost reimbursement contracts or contracts for which the Government has provided progress payments, advance payments, or guaranteed loans).
Overall Standard(s)	Protect the Government's interests if the firm's financial condition has changed materially since the agreement on price and related terms and conditions.

Evaluator Name _____

Title _____

Date _____

UNIT 71 ACCOUNTING AND ESTIMATING SYSTEMS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 71 ACCOUNTING AND ESTIMATING SYSTEMS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 71 ACCOUNTING AND ESTIMATING SYSTEMS

Policies

FAR	*Agency Suppl.*	*Subject*
9.105-1		Preaward surveys of accounting systems.
15.806-3		Field pricing reports.
15.811		Estimating system reviews.
16.205-3(b) 16.206-3(b) 16.301-3(a) 16.403-1(c) 16.403-2(c)		Contract types that can be used only after verifying the acceptability of the contractor's accounting system.
42.9		Bankruptcy.[1]
52.214-26		Audit—Sealed Bidding (e.g., with respect to modifications).
52.215-2		Audit—Negotiations.
52.232-16		Requirement to maintain an accounting system and controls adequate for proper administration of progress payments.
52.242-13		Bankruptcy.[2]

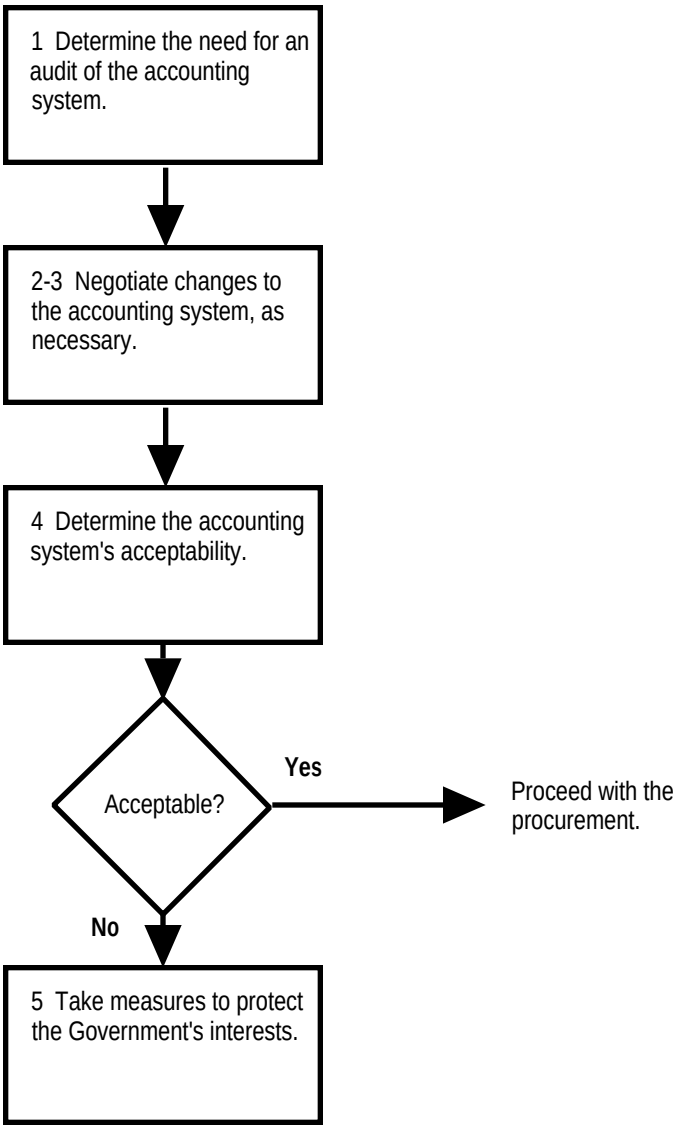
Other KSA's

1. Accounting and Business Finance (e.g., of tools available to monitor contractor's financial condition).

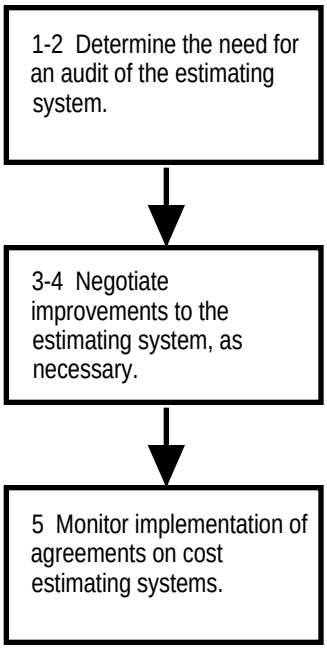
Other Policies and References (Annotate As Necessary):

[1]FAC 90-4.
[2]FAC 90-4.

Accounting Systems



Estimating Systems



UNIT 71 ACCOUNTING AND ESTIMATING SYSTEMS

Part A: Accounting Systems

Tasks	Related Standards
1. Determine the need for an accounting system review. (Note—ordinarily as part of a preaward survey, audit, and/or field pricing report).	A1. Request the review per Unit 39. Obtain an accounting system audit before executing cost reimbursement, fixed price incentive, or fixed price redeterminable contracts. Also require an audit before initiating progress payments as prescribed in Unit 69.
2. Review the auditor's report on the contractor's accounting system (per Unit 39) and prepare an initial position on adequacy.	
3. Brief the contractor on the auditor's findings and recommendations. If necessary, request the contractor to amend deficiencies within specified time period. • Obtain additional facts and position of the contractor. • Reach agreement with contractor on resolution of deficiencies (if possible).	A3. Identify and accurately represent all deficiencies.
4. Determine acceptability of the contractor's accounting system.	
5. Take measures to protect the government's interest when accounting systems are inadequate.	A5. If the ability to accumulate costs is required, do not award until the contractor agrees to remedy any deficiencies. Select another offeror in the competitive range if the offeror in line for award is not willing or able to resolve the deficiencies prior to contract performance. If the determination of unacceptability is after award: • Withhold payment (per Unit 65), or • If making progress payments under FAR 52.232-16, suspend payment (per Unit 69).

UNIT 71 ACCOUNTING AND ESTIMATING SYSTEMS

Part B: Estimating Systems

Tasks	Related Standards
1. Identify potential problems in an offeror's cost estimating policies or practices.	B1. Correctly recognize indicators of problems with the firm's estimating system, given: • Cost or pricing data submitted by the firm, and/or • Data on costs incurred by the contractor under previous contracts.
2. Determine need for an audit of a contractor's cost estimating system.	B2. Request an audit per Unit 39 when the Government is likely to award a number of contracts to the firm in the future and: • You have identified indicators of serious problems, and/or • A general estimating system review might reduce the scope of individual proposal reviews and expedite the negotiation process. Note—In some cases, you can also ask contract administrators to conduct special surveys of the firm's compensation system, insurance or pension programs, purchasing system, and the like.
3. Review the auditor's findings and recommendations and prepare initial position for discussions with the contractor (per Units 39 and 44).	
4. Conduct discussions with the contractor on needed improvements in cost estimating practices (per Units 44 and 45).	B4. Consider significant deficiencies not corrected by the contractor in subsequent proposal analyses and negotiations, as prescribed at FAR 15.811.
5. Monitor the contractor's implementation of agreements on cost estimating practices (per Unit 58).	

UNIT 71 ACCOUNTING AND ESTIMATING SYSTEMS

Part C: Financial Condition

Tasks	Related Standards
1. Monitor the contractor's financial condition (per Unit 58).	
2. Protect the Government's interests if a lien is placed against a contractor's inventory (may need a Subordination Agreement).	
3. Protect the Government's interests if the contractor is facing bankruptcy.	C1. When provided notice of bankruptcy by a contractor per the clause at FAR 52.242-13:[3] • Notify legal counsel and other interested parties. • Determine the amount of any potential claim against the contractor (considering all contracts not yet closed out). • Furnish pertinent data to the Government's legal counsel. • Take all other actions necessary to protect the Government's financial interests and safeguard Government property.

[3]FAC 90-4.

UNIT 71 ACCOUNTING AND ESTIMATING SYSTEMS

Part C: Financial Condition

Tasks	Related Standards

UNIT 72 COST ACCOUNTING STANDARDS

(Blueprint 44 — 4/21/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Determining Applicability

Duties

1. Determine whether a proposed contract is exempt from the application of Cost Accounting Standard (CAS)-related provisions and clauses.

2. Select CAS-related provisions and clauses for the solicitation/contract.

Conditions Given a purchase request, RFP, and the offeror in line for award.

Overall Standard(s) Correctly determines whether or not the proposed contract is exempt and selects the applicable provisions and clauses.

Evaluator

Name _____

Title _____

Date _____

Certification for Part B: Reviewing Disclosure Statements

Duties

1. Determine (a) if the Disclosure Statement (DS) is adequate and (b) if the accounting practices are in compliance with applicable CAS standards.

2. Request cost impact proposals and negotiate equitable adjustments.

Conditions Given a Disclosure Statement and audit findings.

Overall Standard(s) Obtain CAS Disclosure Statements when required. Disclosure Statements, after any corrections, accurately describe the contractor's accounting system. The contractor's accounting system, after negotiations, complies with CAS. Cost adjustments are fair and reasonable.

Evaluator

Name _____

Title _____

Date _____

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 72 COST ACCOUNTING STANDARDS

Policies

FAR	*Agency Suppl.*	*Subject*
30		Cost Accounting Standards.
52.230-1 through 5[1]		CAS-related clauses and provisions.

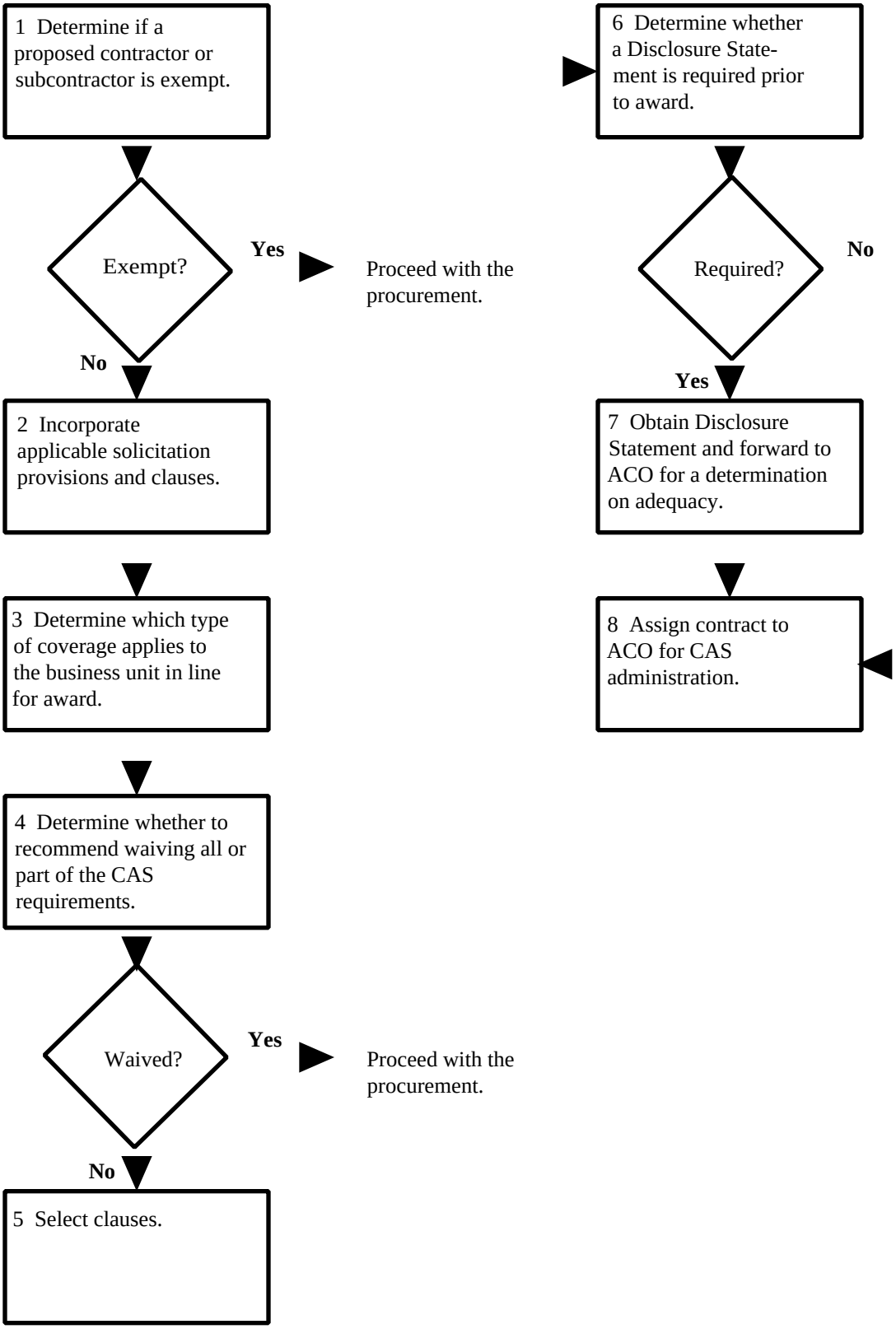
Other KSA's

1. Accounting.

Other Policies and References (Annotate As Necessary):

[1]Updated in 2nd. edition.

Determining Applicability



UNIT 72 COST ACCOUNTING STANDARDS

Part A: Determining Applicability

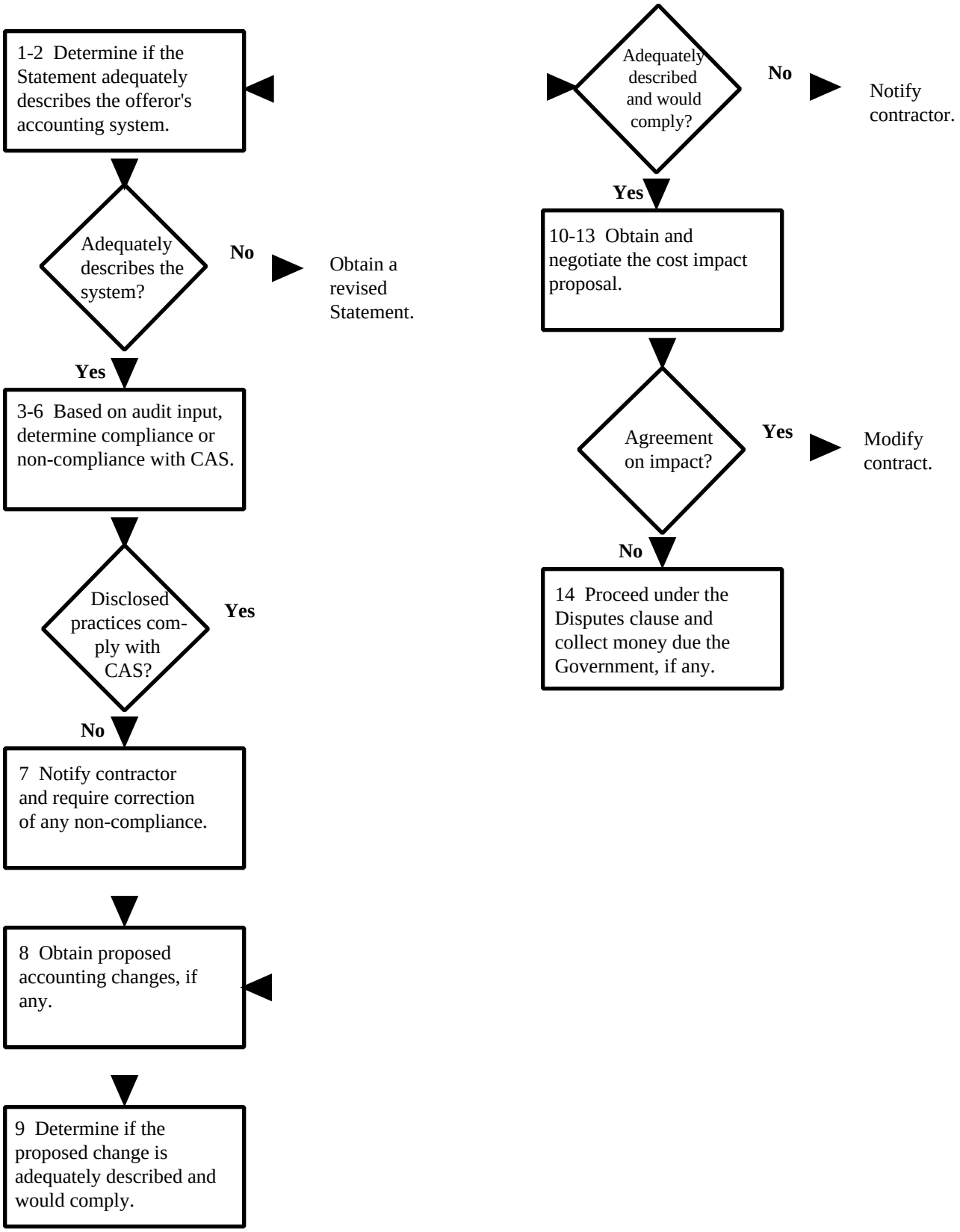
Tasks	Related Standards
1. Determine if a proposed contract or subcontract is exempt from CAS coverage.	A1. Conform to 48 CFR 9903.201-1 (see Appendix I to this Unit).[1]
2. Incorporate solicitation provisions and clauses.	
3. Determine which type of coverage applies to the prime contract and each subcontract. Alternatives: • Full coverage. • Modified coverage (e.g., compliance required only with Standard 401 (Consistency In Estimating, Accumulating, and Reporting) and Standard 402 (Consistency In Allocating Costs Incurred For The Same Purpose).	A3. Full coverage applies if:[2] • The award will be $10 million or more, • The business unit received $10 million or more in CAS-covered awards during its preceding cost accounting period, or • The business unit received less than $10 million in CAS-covered awards during its preceding cost accounting period but such awards were 10% or more of total sales. Require the same coverage of a subcontract that would be applied to a prime contract awarded to the same business unit.
4. Determine whether to waive all or part of the requirements of the CAS clauses.	A4. Request waiving the requirement only when it would be impractical to obtain the requirement from any other source. The waiver request should conform to the requirements of FAR 30.201-5 and be addressed to the proper official.
5. When preparing the award, select and incorporate the applicable clauses into contracts subject to CAS.	A5. Selection of clauses conforms to the requirements of FAR 30.201-3 and 201-4. Obtain any necessary certifications and disclosure statements before award.

[1]Updated in 2nd. edition.

[2]Updated in 2nd. edition. Note that special rules apply to contracts with foreign concerns.

Tasks	Related Standards
6. Determine whether a Disclosure Statement is required prior to award.	A6. Obtain a disclosure statement under the conditions described in 48 CFR 9903.202. Disclosure statements must comply with the requirements of FAR 9903.202. Waive the requirement, with approval of the agency head, when submission of the Statement is not practical, as provided in 9903.202.
7. Obtain written determination by the cognizant ACO that the Disclosure Statement, if required, is adequate.	A7. Do not award prior to receipt of an adequacy determination unless necessary to protect the Government's interest (in which case, a formal waiver is made and the determination is required as soon as possible after award).
8. Assign contract to the ACO for CAS administration	

Reviewing Disclosure Statements



UNIT 72 COST ACCOUNTING STANDARDS

Part B: Reviewing Disclosure Statements

Tasks	Related Standards
1. Obtain review by an auditor (per Unit 39).	
2. Determine if the Statement adequately describes the offeror's cost accounting practices.[1] • If not adequate, request a revised statement. • If adequate, issue notice of adequacy to the firm and provide copies of the notice to the auditor and contracting officer.	B2. Correctly identify every area of inadequacy and provides a valid, documented rationale for each such area. Provide the notification of adequacy or inadequacy within 30 days after receipt of the Disclosure Statement by the ACO. In the notice of adequacy, state that a disclosed practice shall not, by virtue of such disclosure, be considered an approved practice of pricing proposals or accumulating and reporting contract performance cost data.
3. Obtain auditor's findings with respect to whether the disclosed practices comply with FAR Part 31 and CAS (per Unit 39).	
4. Based on the auditor's findings, make an initial finding of compliance or noncompliance.	B4. Advise the auditor of the finding.
5. Issue notice of an initial finding of noncompliance to the contractor.	B5. Issue the notice within 15 days of the receipt of a report of alleged noncompliance from the auditor. Give the contractor 30 days to reply.
6. Based on the contractor's response, make a determination of compliance or noncompliance.	
7. Notify the contractor of the determination and require the contractor to correct any noncompliance.	
8. Obtain a complete description of proposed accounting changes and the general dollar magnitude of each change on all CAS-covered contracts and subcontracts. Obtain such descriptions when: • A determination of noncompliance has been made. • An offeror has stated that award of the contract would require a change to established cost accounting practices affecting existing contracts and subcontracts. • The contractor has submitted voluntary changes to the Disclosure Statement or cost accounting practices.	B8. Correctly identify changes that are considered "changes to accounting practices" under 48 CFR 9903.302.[2] Consider and negotiate "voluntary changes" as provided under FAR 52.230-3(a)(3).[3]
9. Determine if the proposed accounting change is adequately disclosed and in compliance.	B9. Determinations conform to 48 CFR 9904 (Cost Accounting Standards).[3]

[1]Updated in 2nd. edition.
[2]Updated in 2nd. edition.
[3]Updated in 2nd. edition.

Tasks	Related Standards
10. Request or obtain a cost impact proposal from the contractor.	B10. Make such requests when: • A proposed accounting change is adequate and in compliance. • Award is made on or after the effective date of a new or modified standard. Only require a cost impact proposal when amounts involved are material (as defined in FAR App. B, ¶9903.305). In cases of noncompliance or if the contractor fails to submit a cost impact proposal, withhold an amount not to exceed 10 percent of each subsequent payment request related to the contractor's CAS-covered prime contracts, which contain the appropriate provisions, until the cost impact proposal has been furnished by the contractor, in the form and manner specified by the ACO.[1]
11. In consultation with the auditor, prepare the Government's position on the amount of the adjustment (per Unit 40).	B11. In cases of noncompliance, prepare the Government's position in the absence of a cost impact proposal from the contractor.
12. Negotiate (per Units 44 and 45).	B12. Provide copies of the negotiation memoranda to cognizant auditors and contracting officers of other agencies having prime contracts affected by the negotiation. Also provide a copy to the ACO of the next higher tier subcontractor or the prime contractor if a subcontract is to be adjusted.
13. Prepare supplemental agreements (per Unit 75).	
14. If no agreement on the cost or price adjustment is reached within 20 days, take action in accordance with the clause at 52.233-1, Disputes (per Unit 78), and collect money due the Government (per Unit 68).	

[1]Updated in 2nd. edition.

UNIT 72 COST ACCOUNTING STANDARDS — APPENDIX I

EXEMPTIONS FROM CAS COVERAGE

BASIS FOR EXEMPTION[1]	THE CONTRACT AND/OR SUBCONTRACT IS EXEMPT IF
Method of procurement	Awarded through sealed bidding.
Method of pricing	Price is set by law or regulation.
	Price is based on established catalog or market prices of commercial items sold in substantial quantities to the general public.
	Firm fixed-price and awarded without submission of any cost data (provided that the failure to submit such data is not attributable to a waiver of the requirement for certified cost or pricing data).
Dollar Amount of the Award	The award does not exceed $500,000. (When determining CAS exemptions, treat an order issued by one segment of a corporation to another as a subcontract.)
Type of Business	With a small business.
	With a labor surplus area concern under a labor surplus area set aside.
	With an educational institution unless the contract or subcontract is to be performed by Federally Funded Research and Development Center.
Place of Performance	It will be executed and performed entirely outside the United States, its territories, and possessions.
Foreign Concerns	With a foreign government, agent, or instrumentality.
	With a United Kingdom contractor for performance substantially in the United Kingdom (provided that the contractor has filed with the United Kingdom Ministry of Defense, for retention by the ministry, a completed disclosure statement).
	A subcontract under the NATO PHM Ship program to be performed outside the United States by a foreign concern.

[1]Updated in 2nd. edition.

UNIT 73 DEFECTIVE PRICING

(Blueprint 45 — 4/21/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Determine if pricing data were defective (e.g, not current, accurate, and/or complete) and the downward adjustment in price (if any).
Conditions	Given a contract, a copy of the price negotiation memorandum, and results of a defective pricing audit.
Overall Standard(s)	Correctly determine if cost or pricing data were defective and the extent to which it was relied upon. Avoid paying excessive costs due to defective pricing data.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 73 DEFECTIVE PRICING

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 73 DEFECTIVE PRICING

Policies

FAR	*Agency Suppl.*	*Subject*
15.804-7		Defective cost or pricing data.
15.813-6(e)		Defective data related to commercial pricing certificates.
52.214-26		Audit—Sealed Bidding.
52.214-27		Price reduction for defective cost or pricing data—modifications—sealed bidding.
52.215-2		Audit—Negotiation.
52.215-22		Price reduction for defective cost or pricing data.
52.215-23		Price reduction for defective cost or pricing data—modifications.
52.215-32		Certification of commercial pricing for parts or components.

Other KSA's

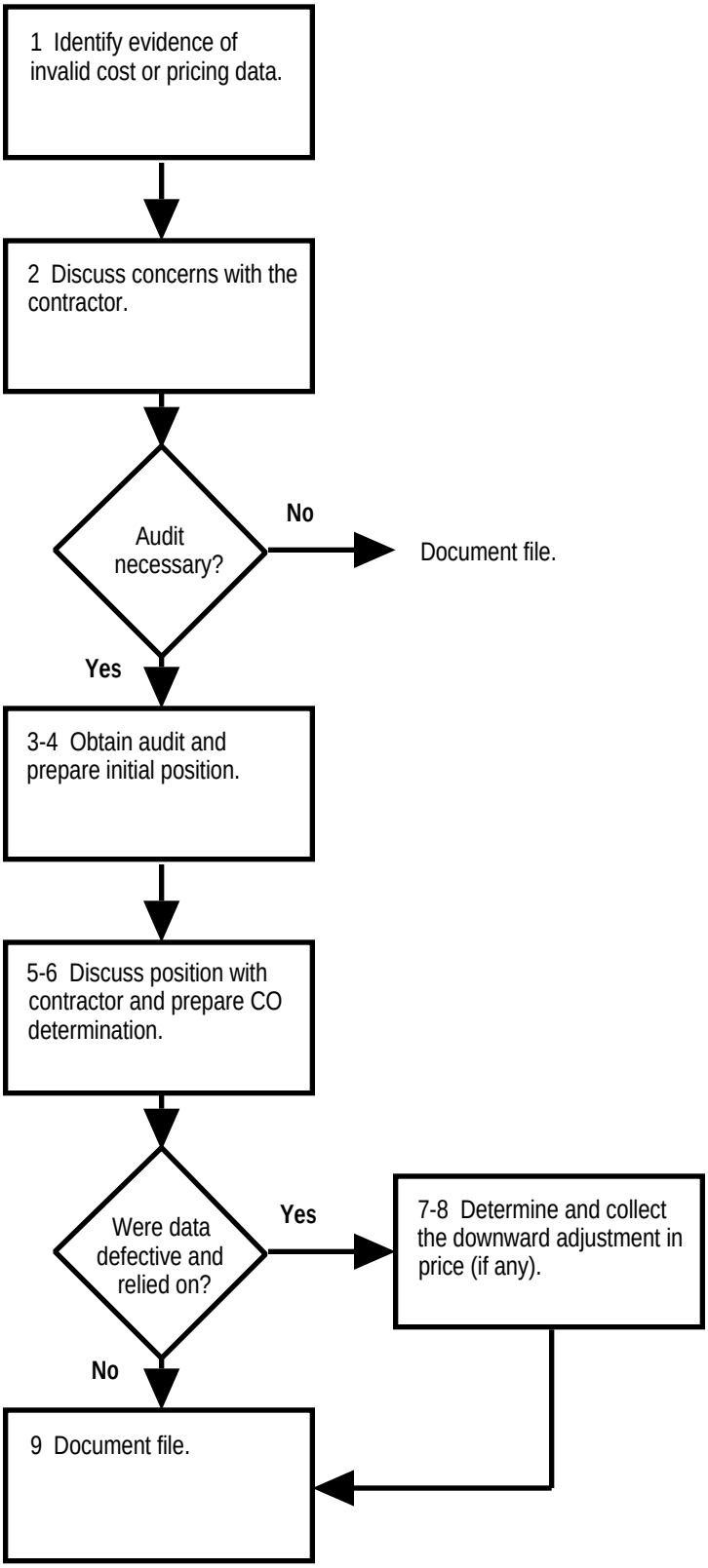
1. Accounting, Commercial Law, and Quantitative Analysis.

2. Ability to use the auditor's report.

3. Knowledge of how the courts and Boards of Contract Appeals have interpreted the Truth in Negotiations Act.

Other Policies and References (Annotate As Necessary):

DEFECTIVE PRICING



UNIT 73 DEFECTIVE PRICING

Tasks	Related Standards
1. Identify circumstances which suggest that cost or pricing data may be invalid. • Data presented in later negotiations with same company that are significantly different from data from earlier negotiations. • Reported incurred costs (either generally or in a particular category) that seem to be running significantly less than projected. • Data not verified sufficiently at time of negotiation (could not give auditor time needed to make a complete review prior to award or there was a long interval between completion of field review and completion of negotiations). • Data collected during market research (Unit 5) that are inconsistent with certified data from the contractor. • Previous audit reports that raise the possibility of defective pricing. • After submission of certified data from from one subcontractor, work assigned to a different subcontractor. • After submission of certified data from a subcontractor, work performed in-house by the prime.	
2. Discuss concerns about the overall validity of submitted cost or pricing data, given the circumstances which have raised concern about its validity. • Obtain contractor's position on whether the cost or pricing data are still accurate, regardless of the circumstances. • Determine if contractor's position provides a satisfactory resolution of concerns about the validity of the cost or pricing data.	
3. Request and obtain an audit of cost or pricing data that are suspected of being defective.	3. Do not request an audit if the contractor provides good reason to believe the data are still valid.
4. Based on audit report that identifies defective data: • Determine if defective data were relied on during negotiations. • Determine if defective data had a significant effect on price or cost.	4. Note—this test does not apply to defective data in Certificates of Commercial Pricing. The clause at 52.215-32 provides that "if any price, including profit or fee negotiated in connection with this contract, has increased [because of a defective certification]. . . the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction." [1]

[1]FAC 84-58.

UNIT 73 DEFECTIVE PRICING

Tasks	Related Standards
5. Meet with contractor. • Discuss findings and estimated adjustment and allow contractor to present his/her side and any supporting facts. • Find out what caused the submission of defective data and recommend corrections to the contractor. For example: - Better integration of accounting data in cost estimating. - Improved internal communications. - More careful review by contractor before signing certification.	5. Do not accept any defenses from the contractor that are proscribed in the applicable clause (e.g., that the contractor was a sole source supplier or otherwise was in a superior bargaining position, that the contracting officer should have known that the cost or pricing data were defective even though the contractor took no affirmative action to bring the character of the data to the contracting officer's attention, etc.).
6. Prepare the contracting officer's determination as to whether or not the data submitted were defective and relied upon.	

Tasks	Related Standards
7. Determine the amount of downward adjustment. • If a decrease in one category of cost is offset by an increase in another, the adjustment is the net change (downward only) from correcting the defective data plus related indirect expenses and profit. • If there is a net increase from correcting defective data, make no change. • Calculate the interest due on any overpayments.[2]	7. In arriving at a price adjustment, consider the time by which the cost or pricing data became reasonably available to the contractor and the extent to which the Government relied upon the defective data. When adjusting the price based on defective cost and pricing data from a subcontractor, comply with FAR 15.804-7(e). Allow an offset only in an amount supported by the facts and if the contractor: • Certifies to the contracting officer that, to the best of the contractor's knowledge and belief, the contractor is entitled to the offset in the amount requested. • Proves that the cost or pricing data were available before the date of agreement on price but not submitted Do not allow an offset if the understated data were not known by the contractor to be understated when the Certificate of Current Cost and Pricing Data. Do not allow an offset if the facts demonstrate that the price would not have increased in an amount to be offset even if the available data had been submitted before the date of agreement on price. Correctly apply the rules in FAR 15.804-7(b)(7) for calculating the amount of interest due the Government.
8. Obtain refunds. • Issue a downward adjustment in price as a contract modification under the Defective Pricing clause. • If the contractor has already been paid, collect the amount owed the Government (per Unit 68).	
9. Prepare a memorandum for the file.	9. Prepare and distribute the memorandum as provided in FAR 15.804-7(d).

[2]FAC 90-3.

UNIT 73 DEFECTIVE PRICING

Tasks	Related Standards

UNIT 74 CLOSEOUT

(Blueprint 42 — 4/15/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Perform contract closeout.
Conditions	Given a contract at the point of closeout.
Overall Standard(s)	The contract must be physically complete, and all outstanding contract administration issues must have been resolved. Correctly dispose of records. Complete closeout within the time frames of FAR 4.804-1.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 74 CLOSEOUT

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 74 CLOSEOUT

Policies

FAR	*Agency Suppl.*	*Subject*
4.804		Closeout of contract files.
4.805		Disposal of contract files.
52.237-3		Continuity of services.

Other KSA's

1. Knowledge of procedures for the disposition of property, classified information, proprietary data, patents, and royalties.

2. Knowledge of the agency's policies on records and disposition schedule.

Other Policies and References (Annotate As Necessary):

CLOSEOUT

1 Verify that the contract is physically complete.
2 Obtain all forms, reports, and clearances.
3 Verify that the Government and the contractor have satisfied other terms applicable to closeout.
4-5 Verify settlement of all outstanding issues, claims or disputes.
6-7 Make final payment and deobligate funds.
8 Prepare contract completion statement; dispose of files.
9 Determine whether to invoke phase-in/phase-out rights under 52.237-3.

UNIT 74 CLOSEOUT

Tasks	Related Standards
1. Verify that the contract is physically complete. Based on: • A notice of complete contract termination has been issued to the contractor, or • All required supplies have been delivered, inspected, and accepted; all required services have been performed and accepted; and all option provisions, if any, have expired (from Unit 75).	
2. Obtain, from both the contractor and Government activities, all forms, reports, and clearances required at closeout. • Contractor's final invoice (evaluate per Unit 65). • Contractor's closing statement and/or release of claims. • Final patent report (and clearance thereof). • Final royalty report (and clearance thereof). • Plant clearance report. • Property clearances. • Closeout audit report.	
3. Verify (per Unit 58) that both the Government and contractor have met other applicable terms and conditions for closeout. Examples: • Return or other disposition of Government furnished property (per Unit 62). • Disposition of classified material. • Settlement by the prime of terminated subcontracts. • Procedural requirements for contract termination (see Unit 76).	
4. Settle any outstanding issues. Examples: • Unresolved value engineering change proposals (per Unit 75). • Disallowed costs (per Unit 66). • The final total price of a fixed price incentive contract, the award amount of an award fee contract, or the final fee of a cost plus incentive fee contract (per Unit 70). • Contractor costs under terminated contracts (per Unit 76).	

UNIT 74 CLOSEOUT

Tasks	Related Standards
5. Verify that there are no outstanding claims or disputes (per Unit 78).	
6. Make final payment or collect from contractor any overpayments (per Units 65 and 68).	
7. Identify and recommend deobligation of excess funds.	
8. Prepare contract completion statement and dispose of files.	8. The contract completion statement should contain all information required by FAR 4.804-5(b). Dispose of files per FAR 4.805.
9. Determine whether to invoke the Government's rights under the clause at 52.237-3 for phase-in, phase-out services.	

UNIT 75 CONTRACT MODIFICATIONS

(Blueprint 35 — 4/14/91)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Modifications

Duties

1. Determine whether a modification is needed.
2. Select the type of modification (administrative modification, change order or supplemental agreement).
3. Prepare the modification.

Conditions Given the contract and a request to modify the contract.

Overall Standard(s) Modify the contract when the proposed change is within the scope of the contract. Select the type of contract modification that will best satisfy the requirement, given the urgency of the needed change, nature of the change, risk of a unilateral change, progress in trying to reach a bilateral agreement, and the contract's terms and conditions with respect to unilateral change orders.

Evaluator

Name _____

Title _____

Date _____

Certification for Part B: Exercising Options

Duty Determine whether or not to exercise the option.

Conditions Given a contract with an options clause and relevant market data.

Overall Standard(s) Exercise an option within the time frame established in the contract and only when the option represents the most advantageous offer that in all likelihood would be available from the market.

Evaluator

Name _____

Title _____

Date _____

Certification for Part C: Extraordinary Contractual Actions

Duty	Determine whether to grant extraordinary relief and the nature and extent of such relief.
Conditions	Given a contractor's request for an extraordinary contract action.
Overall Standard(s)	Grant no relief from contract requirements that would violate FAR 50.203.

Evaluator Name _____

Title _____

Date _____

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 75 CONTRACT MODIFICATIONS

Policies

FAR	*Agency Suppl.*	*Subject*
5.001		The publicizing requirements of Part 5 are not applicable to modifications that are within the scope and under the terms of the contract.
5.202		No requirement to synopsize a contract action made under the terms of an existing contract that was previously synopsized in sufficient detail to comply with the requirements of 5.207 with respect to the current contract action.
9.405-1(b)		No extension of a contract's duration with suspended or debarred contractors.
17.200 and 17.201		Options.
17.207		Exercise of options.
22.605		Compliance with Walsh Healy if the contract is modified to exceed $10,000.
22.1007[1]		Wage determinations pursuant to options or modifications under the Service Contract Act.
32.702		Anti-Deficiency Act.
42.12		Novation and change of name agreements.
43		Contract Modifications.
48		Value engineering.
50.1 through 50.3		Extraordinary contractual actions.
52.217-6 through 9		Option clauses.
52.243-1 thru 243-3		Changes clauses.
52.243-6		Change order accounting.
52.243-7		Notification of changes.
52.247-54		Diversion of shipment under F.O.B. destination contracts.
52.248-1		Value engineering.

Other KSA's

1. Business Finance, Commercial Law, and Quantitative Analysis.

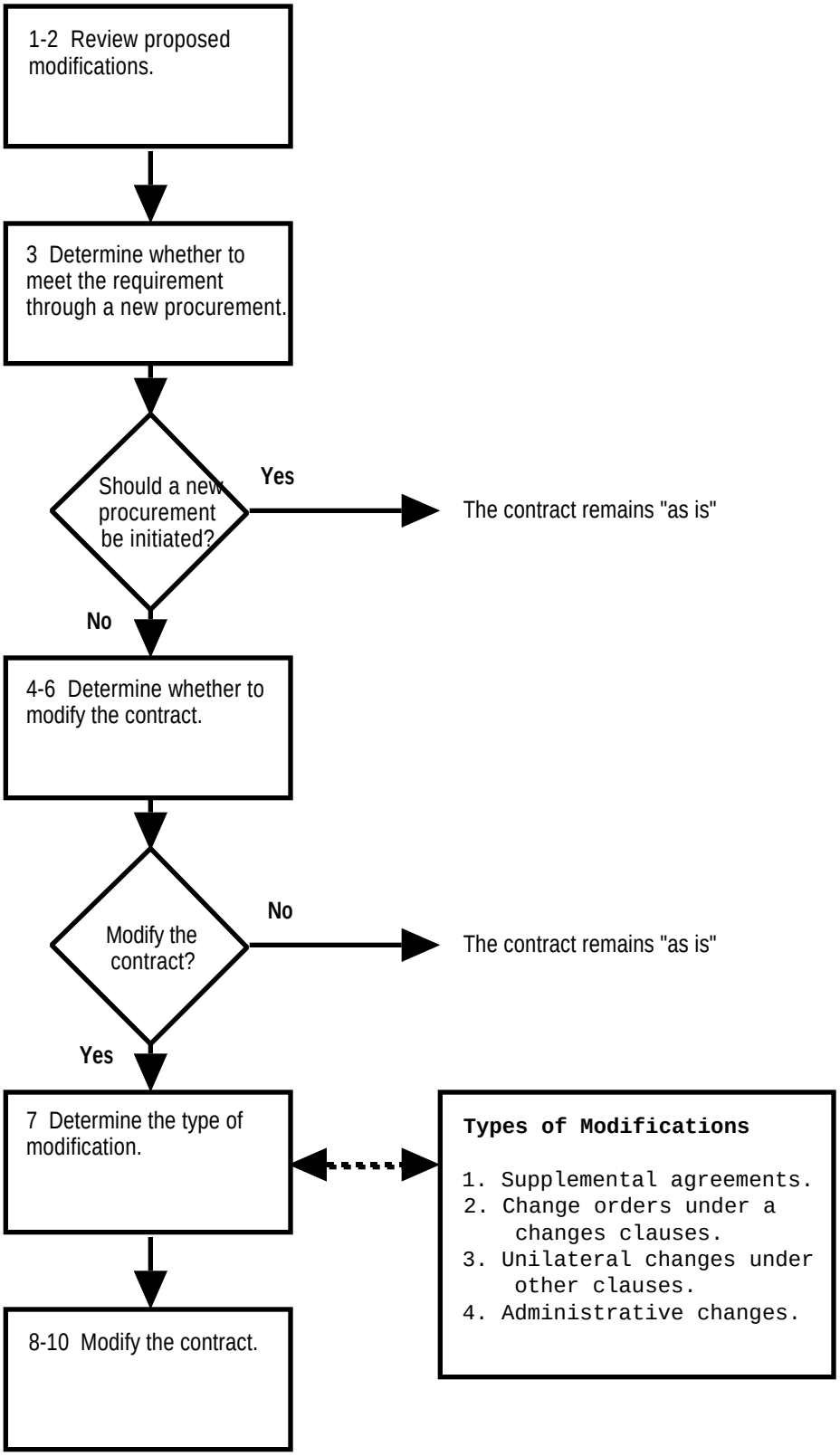
2. Knowledge of SF30 (or agency equivalent) and the OF 336.

3. Knowledge of the intent and meaning of the term "scope" and criteria for determining whether a proposed change is within a contract's scope.

Other Policies and References (Annotate As Necessary):

[1]References to 25-10 in 2nd. edition.

Modifications



UNIT 75 CONTRACT MODIFICATIONS

Part A: Modifications

Tasks	Related Standards
1. Determine whether to consider a contractor proposed modification. For example, the contractor may submit: • A request to recognize a successor in interest to the contract. • A request for a name change • A value engineering proposal. Subtasks: • Obtain any necessary documentation from the contractor, such as: - 3 signed copies of a proposed novation agreement, along with any other applicable documents). - 3 signed copies of a proposed Change-Of-Name agreement and other applicable documents. • Refer request to the requiring activity and/or contract administration for comment. • Make the determination.	A1. Do not approve the modification when: • The requirement is already covered by the contract. • Requiring activity does not concur with contractor's proposal for technical changes. • Contracting officer does not concur with contractor's proposal to change business terms and conditions. • Lack of funds. Determinations should comply with FAR 42.1203, 42.1204, 42.1205, and 48.103.
2. Determine that a Government request for modification is sufficient (per Units 3, 6, and 7) and verify that sufficient funds are available , including proposed modifications that arise from a mandatory value engineering program.	
3. Determine whether to meet the requirement through a new procurement or a modification.	A3. Correctly identify whether the requirement is outside the original contract's scope. Do not modify the contract if the requirement is outside the scope and there is no justification for using a single source (per Unit 12). Do not use the authority of a value engineering clause to make a change: • Only in deliverable end item quantities. • In R&D items or test quantities that are due solely to results of previous testing under the instant contract. • Only to the contract type. Do not execute any modification that changes the scope of a contract without complying with the requirements of FAR 3.104.[2]

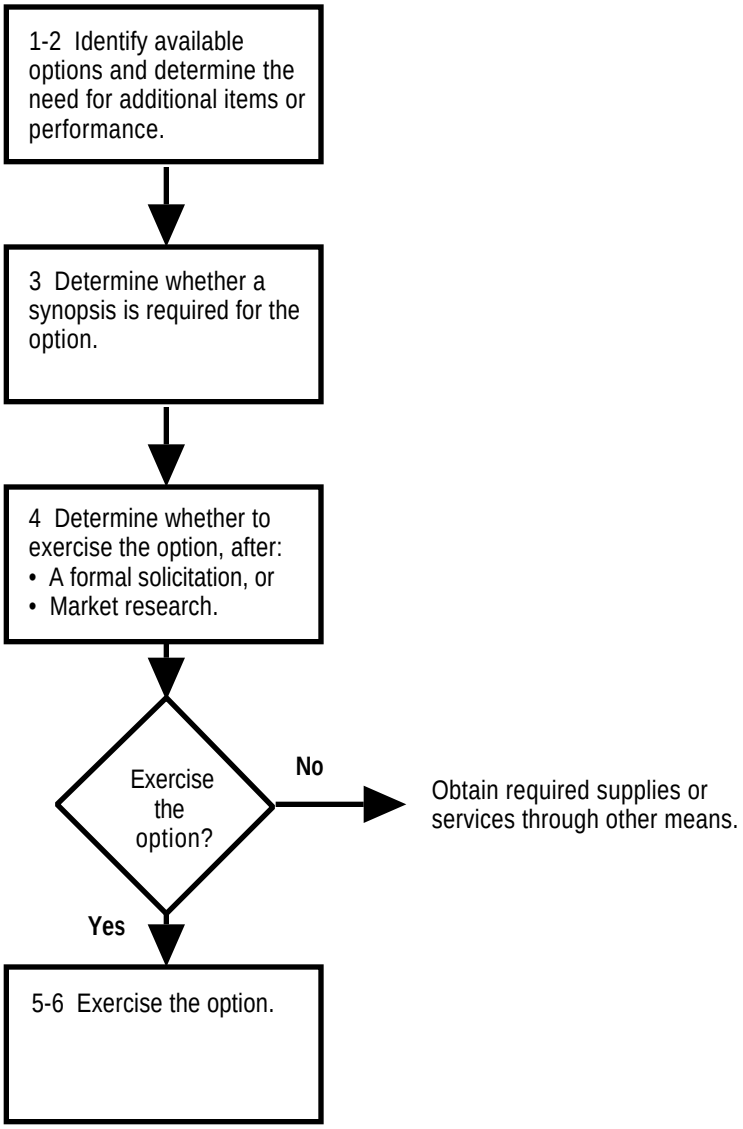
[2]FAC 84-47.

Tasks	Related Standards
4. Estimate the impact of the proposed change on price, delivery, and performance. • Obtain a technical evaluation of the proposed change and its potential impact on overall performance requirements (per Unit 36). • Determine whether certified cost or pricing data and/or an audit will be necessary (per Units 38 and 39). • Estimate impact on price (per Unit 40).	4. Process value engineering proposals as provided in FAR 48.103. If the contract is for services subject to the Service Contract Act and the modification would change the scope of work, requests a wage determination (per Unit 8).
5. Determine the consideration, if any, that would be needed. • Consideration to Government. • Consideration to contractor (e.g., a fair share of the savings on an accepted Value Engineering Change Proposal).	A5. Consideration should be equitable and reasonably derived from facts of case. For value engineering proposals, calculate the consideration for the contractor as provided in FAR 48.104.
6. Document the decision and provide notice of the decision. • To the requiring activity. • To the contractor, if the change had been proposed by the contractor.	A6. Provide prompt notice to the contractor if you reject a contractor proposal for a value engineering proposal.
7. Determine the type of modification. Alternatives: • Supplemental agreement. • Change Order under one of the Changes clauses (e.g., FAR 52.243-1 through 243-3). • Unilateral change under a different clause (often in the form of a decision under the Disputes Clause when a bilateral agreement cannot be negotiated). Examples of such clauses include those related to: - Options (see Part B). - Stop Work (see Unit 60). - Remedies (see Unit 61). - Price or fee adjustments (see Unit 70). - Cost Accounting Standards (see Unit 71). - Defective Pricing (see Unit 73). - Termination (see Unit 76). • An "administrative" change (i.e., a unilateral contract change, in writing, that does not affect the substantive rights of the parties—such as a novation agreement, change-of-name agreement, a change in the address of the Paying Office, etc.).	A7. Select the alternative that is most likely to satisfy the requirement, considering: • The applicable contract clause (if any). • Impact (if any) on the substantive rights of the parties (i.e., would it entitle the contractor to an equitable adjustment?). • Leadtime for negotiating and executing a supplemental agreement (during which the contractor may be doing unnecessary work at Government expense). • Urgency of obtaining the requirement as modified by the change. • Risk of a unilateral change (in terms of potential disputes and other problems). • Progress (or lack of progress) in trying to reach a bilateral agreement.

Tasks	Related Standards
8. Negotiate a supplemental agreement. • Obtain proposal from the contractor. • Evaluate proposal and establish a prenegotiation position on the equitable price adjustment (per Units 35 through 41). • Do factfinding if necessary (per Unit 43). • Develop negotiation objectives, strategies, and tactics (per Unit 44). • Conduct negotiations (per Unit 45). • Prepare the agreement and obtain approvals. • Obtain release of claims. • Document the file and distribute the agreement.	
9. Issue a change order under one of the Changes clauses. • Incorporate the change in the contracting office suspense system. • Determine whether to issue a telegraphic order. • Prepare and issue change order. • Inform the contractor of its obligation to continue performance of the contract as changed, under the conditions described at FAR 43.201(a) and of the need, if any, to segregate the costs of performing changed work as prescribed in the Change Order Accounting clause at 52.243-6. • Establish a prenegotiation position on the amount of the equitable adjustment, if any. (per Unit 40). • Negotiate a supplemental agreement on the amount of the equitable adjustment and obtain a release of claims, or, if agreement cannot be reached: • Resolve claim (per Unit 78). • Document the file and distribute the change order and any supplemental agreement.	A9. Prepare, issue, and definitize a unilateral change order as provided in FAR 43.2 and 43.3.

Tasks	Related Standards
10. Prepare and issue administrative changes. • Novation agreements. • Name changes. • Other.	A10. For novation agreements: • Obtain legal review of sufficiency. • Execute the novation agreement and retain one copy for the contract file. • Forward the executed agreement to both the transferor and the transferee. • Prepare an SF30 incorporating a summary of the agreement and attaching a complete list of contracts affected. • Distribute the SF30 (one to the file, one to the transferor, one to the transferee, and others to any involved contracting offices and contract administration activities.
	For name changes: • Verify that the contractor's rights and obligations remain unaffected. • Execute the Change-Of-Name agreement and retain one copy for the contract file. • Forward the executed agreement to both the transferor and the transferee. • Prepare an SF30 incorporating a summary of the agreement and attaching a complete list of contracts affected. • Distribute the SF30 (one to the file, one to the transferor, one to the transferee, and others to any involved contracting offices and contract administration activities.
	For other types of administrative changes: • Verify that the change does not affect the substantive rights of the parties. • Prepare and issue the change. • Document the file and distribute the change order.

Exercising Options



UNIT 75 CONTRACT MODIFICATIONS

Part B: Exercising Options

Tasks	Related Standards
1. Identify available options.	B1. Review all options prior to the established dates for exercising them, with sufficient leadtime to verify the need and research current market prices.
2. Consult requiring activities to determine the need for additional supplies or services (or continuing the provision of services for a specified period of time) covered by the option.	B2. Verify (1) that the requirement covered by the option fulfills an existing Government need and (2) the availability of funding for exercise of the option.
3. Determine whether a synopsis is required for the option.	B3. Do not synopsize if the synopsis for the original contract provided sufficient detail on the existence of the option clause or if another synopsis exception applies (per FAR 5.202).
4. Determine whether to exercise the option. Base the decision either on: • A formal solicitation, or • Market research.	B4. Exercise options if market research confirms that the option price would be lower than prices likely to be offered by other vendors or that the option otherwise represents the most advantageous offer, taking into consideration such factors as: • Any economic price adjustment clause that affects the option price. • The need for continuity of operations. • Potential costs of disrupting operations. Formally solicit offers from other vendors prior to exercising the option only when market research cannot provide such confirmation.
5. Exercise option through written notice to the contractor.	B5. Provide notice within the time period specified in the contract. In the notice, cite the option clause as authority for the action. If the option involves services subject to the Service Contract Act, also obtain a wage determination (per Unit 8).
6. Prepare a written determination for the contract file.	B6. The written determination should comply with the terms of the option and the requirements of FAR 17.207.

UNIT 75 CONTRACT MODIFICATIONS

Part C: Extraordinary Contractual Actions

Tasks	Related Standards
1. Identify officials with authority to grant extraordinary relief (if any) and whether the requested relief is within the limits on their authority.	C1. Grant no relief in violation of FAR 50.203. Process the request under their direction.
2. Evaluate the request (per Units 5 and 36 through 40) and conduct any related factfinding (per Unit 43).	C2. Obtain the data required of the contractor by FAR 50.303. Obtain any other data necessary for analysis of the request as described in FAR 50.304. .
3. Determine whether to grant any form of relief.	C3. Grant requests from a contractor for relief which have incurred losses or are threatened with losses on a defense contract when: • The losses will impair its productive ability, and, • The contractor's continued performance or any defense contract or continued operation as a source of supply is found essential to the national defense.
4. Determine the type and extent of the relief (if any). • Establish the level of monetary relief per Unit 40. • Determine other forms of relief (e.g., change in delivery schedule).	C4. For contractors which have incurred losses or are threatened with losses on a defense contract, provide only that amount of relief necessary to avoid impairing the contractor's productive ability
5. Prepare a Memorandum Of Decision.	C5. Memorandum should conform to the requirements of FAR 50.303.
6. Prepare, execute, and issue the contract action (new contract, amendment without consideration, or contract modification).	C6. Contract action should include the data required by FAR 50.307 (e.g., citation of the Act and Executive Order as authority for the relief, brief statement of circumstances justifying the action, and a recital of the finding that the action will facilitate the national defense.)
7. Document the file.	C7. Documentation should conform to FAR 50.105 (e.g., a copy of the contractor's request, all relevant documents and correspondence, the Memorandum of Decision, and the contract action.)

Tasks	Related Standards

UNIT 76 TERMINATION

(Blueprint 40)

_____ has satisfactorily completed on-the-job training in the Part or Parts of this Unit specified below.

Certification for Part A: Detemine Whether to Terminate for Convenience or Default

Duty Determine whether to terminate.

Conditions Given contracts, evidence of performance problems, show cause or cure notices, and requests for termination from the requiring activity and/or contractor.

Overall Standard(s) Terminate for convenience if funds are insufficient, the requirement is no longer needed, or the quantity needed has been reduced. Also terminate for convenience if there has been a radical change in the requirement that is beyond the contractor's expertise. Terminate for default when there is no other alternative for obtaining performance, given the current contractor's problems and deficiencies, and the Government has a sustainable case for default.

Evaluator Name _____

Title _____

Date _____

Certification for Part B: Terminating for Convenience

Duty Terminate for convenience.

Conditions Given the contract and a decision to terminate for convenience.

Overall Standard(s) Meet the requirement as amended by the requiring activity and negotiate a settlement that returns the contractor whole for his/her costs sustained in meeting the requirement to the point of cancellation.

Evaluator Name _____

Title _____

Date _____

UNIT 76 TERMINATION

Certification for Part C: Terminating for Default

Duty	Terminate for default.
Conditions	Given the contract and a decision to terminate for default.
Overall Standard(s)	Establish a case for the default that meets the Government's legal and factual burdens of proof and demonstrates that the default termination is the best way of meeting the requirement. Reinstate the contract if the contractor provides good reason for believing that reinstatement is the best way of meeting the requirement. Reprocure and demand recovery of all costs for which the contractor is liable.

Evaluator

Name _____

Title _____

Date _____

UNIT 76 TERMINATION

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 76 TERMINATION

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 76 TERMINATION

Policies

FAR	*Agency Suppl.*	*Subject*
8.405-4 through 405-6		Terminating FSS orders.
9.405-1		Continuation of a current contract with a debarred or suspended firm.
19.812		Requirement to terminate 8(a) contracts for convenience when the 8(a) concern transfers ownership or control of the firm (unless SBA waives the requirement).
32.109[1]		Financing of contractor costs for termination.
49		General FAR policies on termination.
52.249-1 52.249-2 52.249-4 52.249-5		Termination for convenience.
52.249-6		Termination (Cost-Reimbursement).
52.249-8 52.249-9		Default
52.249-12		Termination (Personal Services).

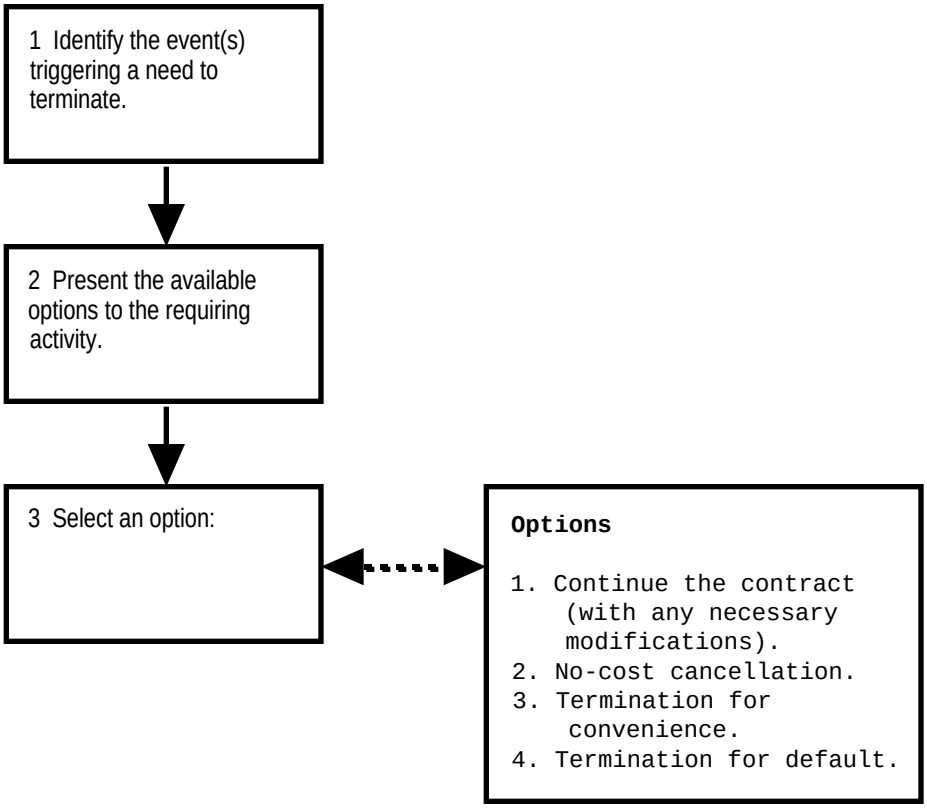
Other KSA's

1. Commercial law, accounting, and quantitative analysis.

Other Policies and References (Annotate As Necessary):

[1]Reference to 25.10 deleted in 2nd. edition.

Detemine Whether to Terminate for Convenience or Default



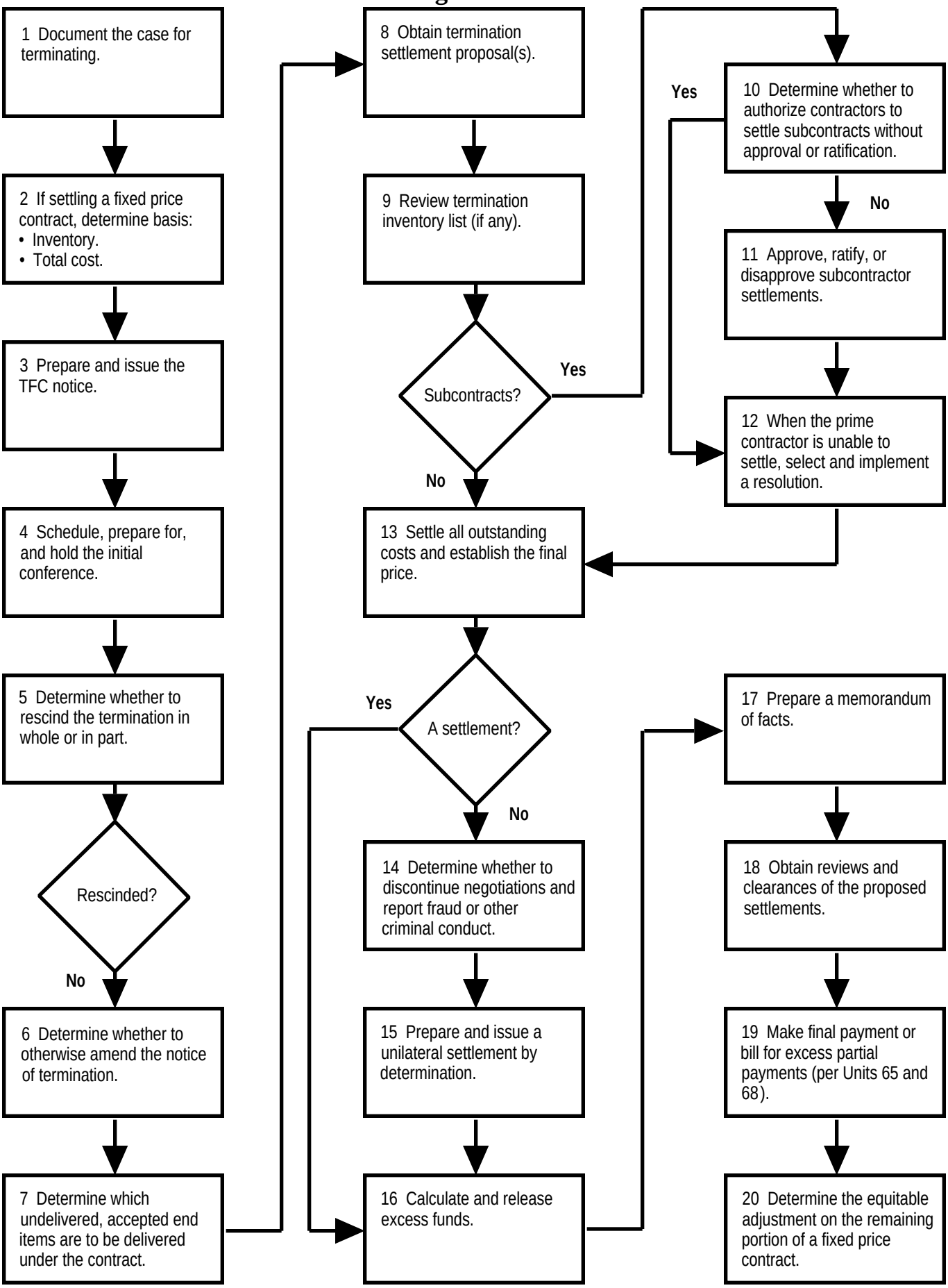
UNIT 76 TERMINATION

Part A: Detemine Whether to Terminate for Convenience or Default

Tasks	Related Standards
1. Identify the event(s) triggering a need to terminate.[1] • Issuance of cure or show cause notice, when the contractor has failed to show the Government that the requirement will be fulfilled per the contract's terms. • Requiring activity signals that: - Need no longer exists or has already been fully satisfied short of the required quantity. - Funds not available. - There has been a radical change in the requirement that goes beyond the contractor's expertise.	
2. Present the available alternatives to the requiring activity, along with pros and cons of each alternative. Alternatives: • Continue the present contract, through such means as: - Permitting performance by the contractor, surety, or guarantor under a revised delivery schedule. - Permitting the contractor to subcontract with an acceptable third party or establish other business arrangements with such party. • A no-cost cancellation. • Termination for Convenience (TFC). • Termination for Default (TFD).	A2 and A3. Recommend the alternative that will have the least impact on the Government's requirements (per this contract and future contracts), delivery schedule, and overall cost. Continue the present contract when the requirement can be most cost-effectively accomplished under the present contract (e.g., when the price of the undelivered balance of the contract is less than $5,000). Issue a no-cost cancellation when: • The supply or service can readily be obtained elsewhere, • A no-cost settlement is acceptable to the contractor, • Government property had not been furnished to the contractor, and • There are no outstanding payments, debts due the Government, or other contractor obligations. Terminate for convenience when the requirement is no longer necessary or, if it could be more cost-effectively met by reprocuring, there is no sustainable case for default given the tests in Appendix I.
3. Recommend termination for convenience or default.	Terminate for default when the Government's case for default meets the tests in Appendix I.

[1]Reference to 25.10 deleted in 2nd. edition..

Terminating for Convenience



UNIT 76 TERMINATION

Part B: Terminating for Convenience

1. Document the case for terminating. • No longer a need for the requirement. • Funding for the contract is eliminated or curtailed. • Default decision has been overturned. • Impossibility of performance (specifications, acceptance delivery, etc.). • Other.	
2. If settling a fixed price contract for convenience, determine the basis for settlement. • Inventory. • Total cost.	B2. In making the determination, correctly apply the factors in FAR 49.206-2.
3. Prepare and issue the TFC notice. • Specify the extent (partial or complete), the effective date of TFC, and any other instructions (including steps the contractor should take to minimize the impact on personnel if the termination, together with all other outstanding terminations, will result in a significant reduction in the contractor's work force). • Send copies to the contractor, the contract administration activity (if any), and to any known assignee, guarantor, or surety of the contractor.	B3. Prepare and issue the notice as prescribed in 49.102 and 49.601. Provide copies to appropriate offices, including to the requiring activity and finance. When terminating a fixed price contract for convenience, instructions on preparing and submitting settlement proposals should conform to FAR 49.206. When terminating a cost-reimbursement contract for convenience, instructions on vouchering and preparing a final settlement proposal should conform to FAR subpart 49.3
4. Schedule, prepare for, and conduct the initial conference with the prime contractor (and, where appropriate and after consultation with the prime contractor, major subcontractors). Discuss such topics as: • Reasons for terminating. • General principles related to the settlement of any settlement proposal, including the contractor's obligations under the termination clause. • Extent of the termination, point at which work is stopped, and the status of any plans, drawings, and data that would have been delivered had the contract been completed. • Status of any continuing work. • Obligation of the contractor to terminate subcontracts and general principles to be followed in settling subcontractor settlement proposals.	B4. Ensure that the prime contractor knows of its duties under FAR 49.104. Conduct the conference as provided in FAR 49.105.

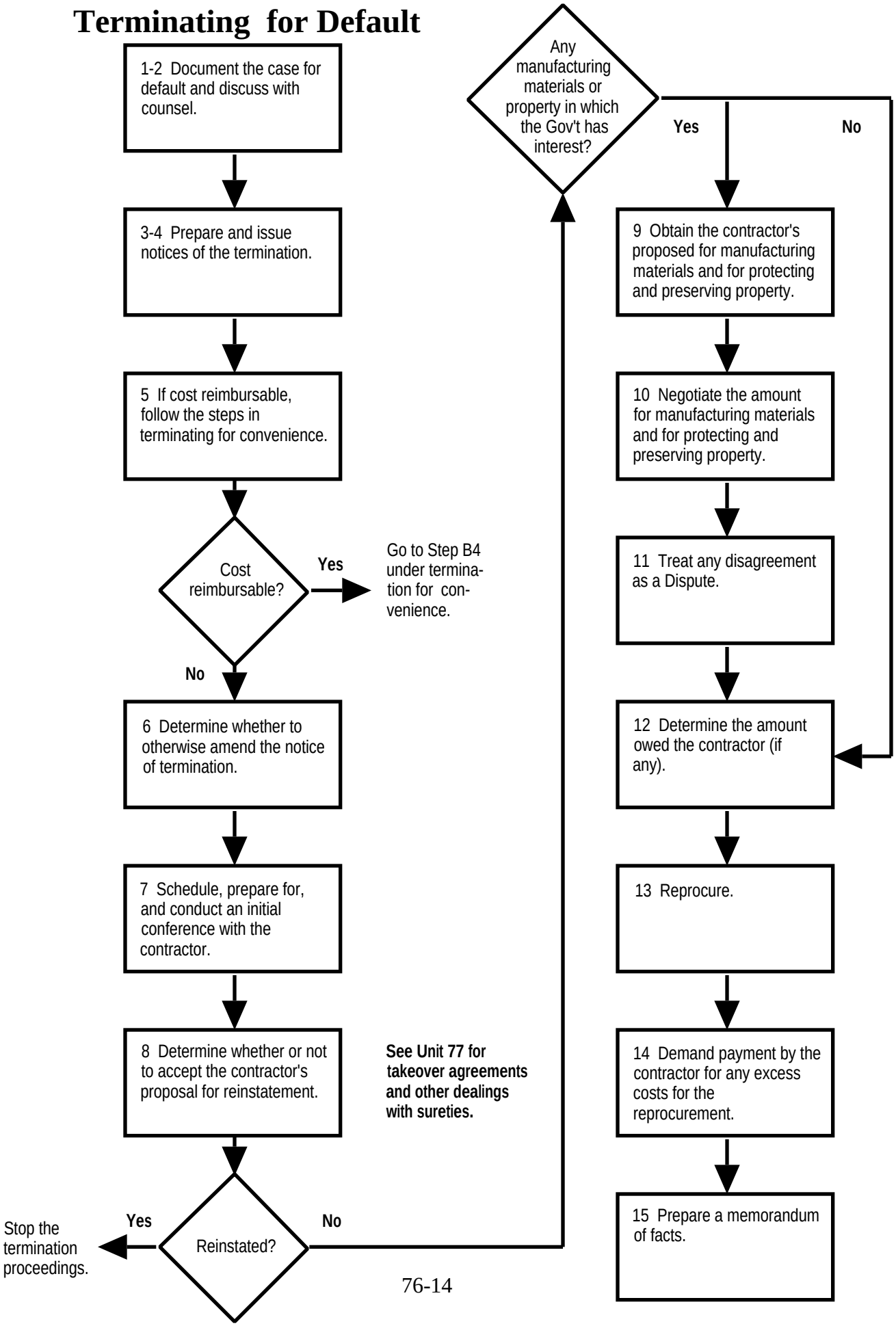
• Names of subcontractors involved and the dates termination notices were issued to them. • Contractor personnel handling review and settlement of subcontractor settlement proposals and the methods being used. • Arrangements for the transfer of title and delivery to the Government of any material required by the Government.	
• General principles and procedures to be followed in the protection, preservation, and disposition of the contractor's and subcontractor's termination inventories, including the preparation of termination inventory schedules. • Contractor accounting practices and preparation of SF 1439. • Form in which to submit settlement proposals. • Accounting review of settlement proposals. • Any requirement for interim financing in the nature of partial payments. • Tentative time schedule for negotiation of the settlement, including submission by the contractor and subcontractors of settlement proposals, termination inventory schedules, and accounting information schedules. • Actions taken by the contractor to minimize impact upon employees affected adversely by the termination. • Obligation, where applicable, of the contractor to furnish accurate, complete, and current cost or pricing data and certify to that affect. • Any counterproposal by the contractor to modify the contract rather than terminate it.	
5. Determine whether to rescind the termination in whole or in part and, if so, prepare an amendment of the termination notice to rescind. Basis for rescinding: • The contractor's counterproposal or • Notice from the requiring activity that the requirement has been restored or funding resumed.	B5. Rescind the notice when: • Terminated items had been completed or shipped before the contractor's receipt of the notice, or • The contractor has consented in writing to reinstatement, the terminated items are still required, and reinstatement would be advantageous to the Government.
6. Determine whether to otherwise amend the notice of termination.	B6. Amend the notice to correct nonsubstantive mistakes or add supplemental data or instructions.

7. Determine which undelivered, accepted end items are to be delivered under the contract. • After the termination date, arrange for inspection of all completed, undelivered end items. • Determine which completed and accepted undelivered end items will nonetheless not be delivered under the contract.	B7. With respect to fixed price contracts being terminated for convenience, authorize invoicing and payment of end items delivered under the contract and instruct the contractor not to include payment for them in the settlement proposal.
8. Obtain contractor's termination settlement proposal and, where appropriate, the settlement proposals of subcontractors.	
9. Review any termination inventory list.	B9. Obtain support from Federal property specialists to: • Verify existence of the termination inventory. • Determine qualitative and quantitative allocability. • Make recommendations concerning servicability. • Undertake necessary screening and redistribution. • Assist the contractor in accomplishing other disposition.
10. Determine whether to authorize contractors to settle subcontracts terminated in whole or in part without approval or ratification.	B10. Provide such authorization under the conditions prescribed in FAR 49.108-4.
11. Approve, ratify, or disapprove subcontractor settlements. • Obtain copies of subcontractor settlements and related accounting and other data supporting the settlements. • Obtain audits of subcontractor settlements. • Obtain technical review and final audit of the settlements. • Prepare a position on the whether the settlements were arrived at in good faith, are reasonable in amount, and are properly allocable to the terminated portion of the contract.	B11. Examine subcontractor settlement proposals as prescribed in FAR 49.108-3. Obtain audits of subcontractor settlements as prescribed in FAR 49.107.
12. When the prime contractor is unable to reach an acceptable settlement with a subcontractor, resolve the problem. Alternatives: • Provide assistance in settling the subcontractor. • Directly settle and pay the subcontractor. • Except the subcontractor settlement proposal from negotiations with the prime contractor on the overall settlement proposal and settle with the prime.	B12. Negotiate a final settlement which excepts a subcontractor settlement proposal as provided in FAR 48.108-6. Provide assistance in settling the subcontract as provided in FAR 49.108-7. Direct the contractor to assign to the Government all rights, titles, and interest under any subcontract and proceed to settle directly with a subcontractor as provided in FAR 49.108-8.

13. Settle all outstanding costs and establish the final price. • Obtain technical review and final audit of the settlement proposal (per Units 36 and 39). • Determine whether to authorize partial payment against the contractor's settlement proposal before reaching a final settlement. - Calculate the amount to pay. - Identify the payee. - Obtain security. - Certify and approve the partial payment. • Prepare the Government's position on all outstanding elements of cost (per Unit 40). • When a subcontractor has obtained a final judgement against the prime contractor or obtained an arbitration award, determine the extent to which the judgement or award will be incorporated in the settlement between the prime contractor and the Government. • Negotiate (per Units 44 and 45) settlement of outstanding costs. - One tactic: Mutually create and run down a check list of cost elements. - Focus on 3-4 most critical cost elements. • Determine whether to reach a partial settlement when a bilateral agreement cannot be reached on all outstanding elements of cost. • Modify contract (per Unit 75) to include the settlement agreement. • Obtain release of claims.	B13. Obtain audits of prime contractor settlement proposals when required under FAR 49.107. Incorporates judgements or awards as prescribed in FAR 29.108-5. The final settlement should conform to FAR part 49.109, in that it should: • Cover any setoffs that the Government has against the contractor that may be applied against the terminated contract. • Cover all settlement proposals of subcontractors or identifies those which have been excepted from the agreement and reserved for separate settlement. • Include any reservation prescribed in FAR 49.109-2 and 49.103-2 and includes any appropriate deduction from the amount otherwise due the contractor for property for which the contractor cannot account. • Take the form of a no cost settlement when the contractor has not incurred or is willing to waive costs for the terminated portion of the contract and no amounts are due the Government under the contract. Determinations on partial payments should conform to FAR 49.112-1. Only reach a partial settlement under the conditions specified in FAR 49.109-5. With respect to fixed price contracts which are terminated for convenience, apply the principles in FAR subpart 49.2 in determining the settlement amount (including any deductions under 49.204). For incentive contracts, the settlement should conform to FAR 49.115. With respect to cost reimbursement contracts which are terminated for convenience, apply the procedures and principles in FAR subpart 49.3 in determining the need for an audit, determining indirect costs, reaching a final settlement on costs, adjusting the fee, and partially terminating the contract.
14. Determine whether to discontinue negotiations and report fraud or other criminal conduct.	

15. Prepare and issue a settlement by determination. • Provide notice to the contractor of intent to settle by determination. • Review any data provided by the contractor. • Request the contractor to submit any additional documentation and data bearing on the determination. • Request any necessary or required accountings, investigations, and audits (per Units 36 and 39). • Determine the need for factfinding conferences with the contractor, Government personnel, independent experts, and persons who have submitted affidavits or reports. • Conduct any needed factfinding conferences (per Unit 43). • Determine the amount due (by applying techniques from Unit 40). • Transmit a copy of the determination to the contractor, including a statement that the determination is a final decision which may be appealed under the disputes clause under the conditions cited at FAR 49.109-7(f). • Return books of account, together with other original papers and documents, to the contractor.	B15. Settle by determination when: • The Government and contractor cannot reach a bilateral agreement on all elements of outstanding cost. • The contractor has not submitted a settlement proposal within the period stipulated in the termination clause. Provide at least 15 days advance notice by certified mail. The determination should conform to FAR 49.107-7. Transmit the determination by a method that provides evidence of receipt. Return books of accounts and other such documents to the contractor as provided in FAR 49.107(e). For fixed price contracts, apply the principles in subpart 49.2 in determining the settlement amount (including any deductions under FAR 49.204). For cost reimbursement contracts, apply the procedures and principles in FAR subpart 49.3 in determining the need for an audit, determining indirect costs, reaching a final settlement on costs, adjusting the fee, and partially terminating the contract.
16. Calculate and release excess funds.	
17. Prepare a memorandum of facts. • Effective date of termination and summary of overall position . • Nature of requirement. • Status of requirement and reasons for termination. • Outstanding costs and proposed settlement of same. • Explanation of matters involving differences and doubtful questions settled by agreement and the factors considered. • Rationale for proposed settlement .	B17. When settlement was by determination, retain all written evidence and other data relied on in making the determination, except that copies of original books of account need not be made. If the settlement was negotiated on an item by item basis, specify the factors considered for each item. If the settlement was on an overall lump-sum basis, support the total amount of the recommended settlement in reasonable detail.
18. Obtain reviews and clearances of the proposed settlements.	
19. Make final payment or, where the partial payment was in excess of the final amount of the settlement, demand repayment.	B19. Accomplish final payment or repayment in compliance with FAR 49.112-1(g) and 49.112-2.
20. Given a contractor's request for an equitable adjustment on the remainder of a fixed price contract which had been partially terminated for convenience, determine the equitable adjustment.	B20. Comply with FAR 49.208 in determining the equitable adjustment.

Terminating for Default



UNIT 76 TERMINATION

Part C: Terminating for Default

Tasks	Related Standards
1. Document the case for default, including the cure or show cause notice issued (per Units 58 and 61). See Appendix 1 for default tests.	
2. Discuss case with counsel (preliminary review); identify additional facts necessary to strengthen case.	
3. Prepare and issue termination notice. State: • The contract number and date. • Effective date of the termination. • The specific portion terminated (if partial). • Acts or omissions constituting the default. • That the contractor's right to proceed further under the contract (or the specified portion of the contract) is terminated. • That the terminated supplies or services may be reprocured against the contractor's account and that the contractor will be held liable for any excess costs. • The notice of termination constitutes a decision that failure to perform is not excusable and that the contractor may appeal that decision under the Disputes clause. • That the Government reserves all rights and remedies provided by law or under the contract, in addition to charging excess costs. • That the notice constitutes a decision that the contractor is in default as specified and that the contractor has the right to appeal under the Disputes clause. • Specific instructions to the contractor. For example: - Stop using tooling. - Terminate any and all subcontracts by X date and Y hour. - Cease to book charges immediately. - Follow these steps [specify same] to minimize the impact on personnel if the termination, together with all other outstanding terminations, will result in a significant reduction in the contractor's work force.	C3. Prepare and distribute the notice as prescribed in FAR 49.102, 49.402-3(g), 49.402-3(h), and 49.601.
4. When default termination is issued, inform the program office, finance office, Inspector General, etc.	

Tasks	Related Standards
5. If the contract is cost reimbursable, follow the steps in terminating for convenience (e.g., B4 through B20), except: • Do not allow the costs of preparing the contractor's settlement proposal. • Reduce the total fee as provided in the clause.	C5. When terminating a cost reimbursement contract for default, comply with FAR 49.403.
6. Determine whether to otherwise amend the notice of termination.	C6. Amend the notice to correct nonsubstantive mistakes or add supplemental data or instructions.
7. Schedule, prepare for, and conduct an initial conference with the prime contractor (and, where appropriate and after consultation with the prime contractor, major subcontractors). Potential topics: • Contractor questions about the default (be willing to take the contractor through your case). • Extent of the termination, the point at which work is stopped, and the status of any plans, drawings, and information that would have been delivered under the completed contract. • Status of any continuing work (if a partial termination). • Obligation of the contractor to terminate subcontracts. • Arrangements for the transfer of title and delivery to the Government of any completed supplies and manufacturing materials (i.e., partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights) that the termination notice has directed be delivered to the Government. • General principles and procedures to be followed in the protection and preservation of any property in the Contractor's possession in which the Government has an interest. • Submission of proposals on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. • Tentative time schedule for the negotiation of an agreement on such proposals. • Actions taken by the contractor to minimize impact upon employees affected adversely by the termination. • Any counterproposal by the contractor to modify the contract rather than terminate it.	C7. Only conduct such a conference when terminating a fixed price contract for default when necessary. Provide accurate information on the contractor's duties under FAR 49.104 and the specific terms and conditions of the contract.

Tasks	Related Standards
8. Determine whether or not to accept the contractor's counterproposal (if any) for reinstating the contract in whole or in part and, if so, prepare an amendment of the termination notice to rescind.	C8. Rescind the notice when the contractor has consented in writing to reinstatement, the terminated items are still required, and reinstatement would be advantageous to the Government.
9. Obtain the contractor's proposal on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property.	
10. Negotiate an agreement on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property.	
11. If no agreement is reached on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property, treat the disagreement as a Dispute under the Disputes Clause (per Unit 78).	
12. Determine the amount owed the contractor (if any).	C12. Correctly factor in: • The contract price for completed deliverables that have been delivered and accepted. • The negotiated agreement on on payment for manufacturing materials that have been delivered and accepted and for the protection and preservation of the property. • Deductions necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.
13. Reprocure.	C13. Comply with the provisions of FAR 49.402-6 when reprocuring.
14. Demand payment by the contractor for any excess costs for the reprocurement of the supplies or services and for any other amount owed the Government (per Unit 68).	C14. Calculate reprocurement costs per FAR 49.402-6. Calculate other damages (including administrative costs) per FAR 49.402-7.[1]

[1]FAC 90-4.

Tasks	Related Standards
15. Prepare a memorandum of facts. Include: • A copy of the termination notice. • The documentation of the case for default. • Agreements negotiated with the contractor. • The reprocurement file. • Recovery of costs from the original contractor.	

Appendix 1

Default Tests

I. Terms and conditions of the contract and applicable laws and regulations at issue:
- What was breached?
- Do the facts support a finding that the contractor has breached the contract?
- Does the breach, on its face, merit the severe remedy of default?
- Has the Government met procedural requirements for proceeding with a default termination notice (e.g., issued any required notices)?
- Has the decision to default been made on the merits (i.e., free of outside influence)?
- Has the requiring activity proposed any change in the material requirement for the reprocurement (which would thereby undermine the Government's case for a default termination)?

II. Mitigating circumstances:
- Does the contractor have a good case that he/she is not at fault, based on such grounds as—
  - Impossibility of performance.
  - Excusable delay.
  - Breach by the Government.
- Does the the contractor have a good case for contending that a default would be arbitrary, capricious, or retaliatory?

III. Impact on the requirement if the contractor is terminated for default:
- Have alternatives to Termination for Default been considered (FAR 49.402-4)?
- Is there any reasonable probability of meeting the requirement by continuing to work with the present contractor? If so, what would be the additional time and cost of continuing to work with present contractor?
- Is the deliverable available from other sources and, if yes, what would be the reprocurement lead time?
- What is the urgency of the need for the deliverable?
- What is the potential for recovering the Government's current investment in the contractor (e.g., any Government guaranteed loan(s), unliquidated progress payments or advance payments) and reprocurement costs? (Can the contractor afford to repay or would he/she go bankrupt?)

IV. Impact on other requirements:
- Is the contractor essential to other critical work of the Government?
- Will the contractor be able to meet other critical Government requirements if terminated for default on the instant contract(s)?

UNIT 77 ADMINISTERING BONDS

(Blueprint 49B — 4/22/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	1. Maintain bonds. 2. Upon termination for default, apply bonds in completing contracts.
Conditions	Given contracts and related bonds.
Overall Standard(s)	Upon default, obtain completion of contract at expense of the surety (to extent of surety's liability).

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 77 ADMINISTERING BONDS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 77 ADMINISTERING BONDS

Policies

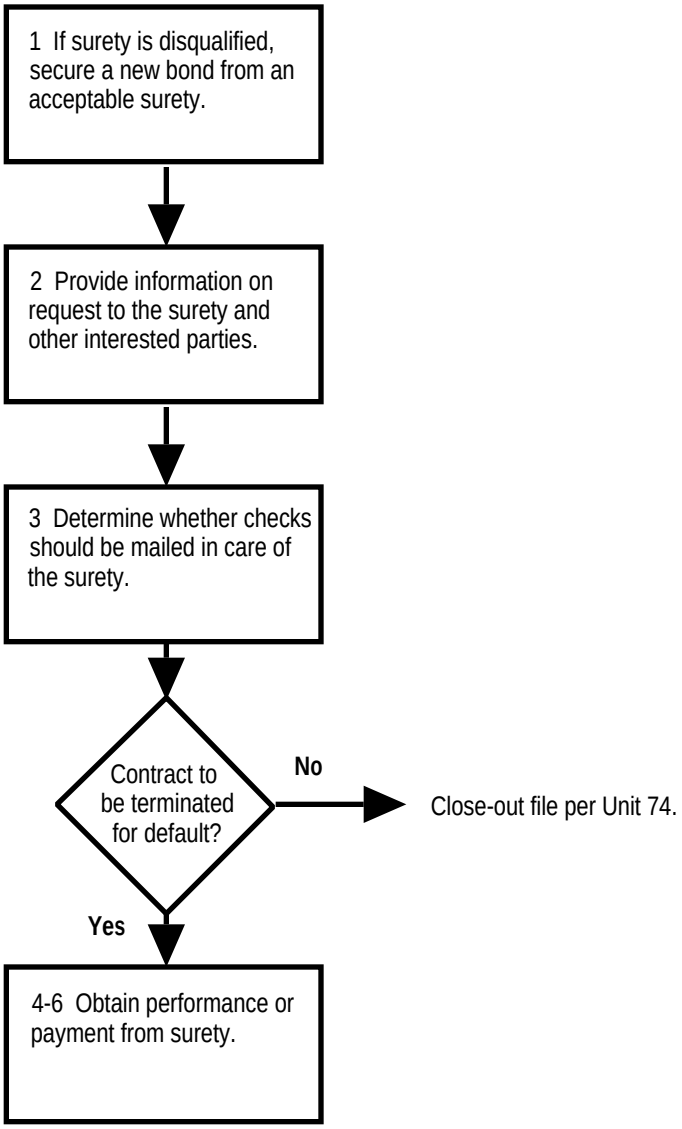
FAR	*Agency Suppl.*	*Subject*
9.405(c)		No debarred sureties.
28.106		Administration of bonds.
28.2		Sureties.
49.402-3(e)(2)		Notice to surety of imminent default.
49.402-3(e)(3)		Mailing checks c/o surety in event of default notice.
49.402-3(h)		Copy of default notice to surety.
49.404		Surety-takeover agreements.
49.405		Completion by another contractor.
49.406		Liquidation of liability.
52.228-2		Additional bond security.

Other KSA's

1. Commercial Law and Business Finance.
2. Knowledge of typical agency bonding clauses, types of bonds, and bond forms.
3. The Treasury List of Approved Sureties.

Other Policies and References (Annotate As Necessary):

ADMINISTERING BONDS



UNIT 77 ADMINISTERING BONDS

Tasks	Related Standards
1. If the company's authority to qualify as a surety on Federal bonds has been terminated, review outstanding contracts and secure new bonds, where appropriate, with acceptable sureties.	
2. Furnish information upon request to interested parties. Furnish to: • The surety, regarding progress of work, and payments. • Subcontractors or suppliers, regarding the name and address of surety, work progress, and payments. (The same information may be furnished to other persons who can provide written evidence that they have furnished labor or materials for the contract and have not been paid.) • Any person who gives an affidavit that they have supplied labor or materials and have not been paid, a certified copy of payment bond and contract .	2. Only provide information that may be made available on the status of the contract and/or bonds, such as a written notification (not the actual notice) of default.
3. If requested by the surety and agreed to by the contractor and any assignees, mail checks to the contractor in care of the surety.	
4. If the contract is to be terminated (per Unit 76), obtain decision from bonding company on whether or not it plans to "take over" the contract. • Provide opportunity for surety to take over the contract and complete performance (since surety is liable for damages resulting from contractor's default). • If the surety declines or its takeover plans are not acceptable, proceed with replacement contractor and notify surety of its responsibility for reprocurement costs, damages, additional costs, etc. • If surety takes over, prepare Takeover Agreement between the defaulting contractor, surety, assignee (if any), and Government.	4. Execute takeover agreement within a short period after default notice (to mitigate damages). Only permit takeover when the persons or firms proposed by the surety to complete the work are competent and qualified and the interests of the Government would not be substantially prejudiced. Takeover agreements meet the tests of FAR 49.404.
5. Obtain funds from the surety to cover the defaulting contractor's and the surety's liability to the Government.	5. Recover funds as prescribed at FAR 49.406.

UNIT 77 ADMINISTERING BONDS

Tasks	Related Standards
6. Report sureties to the agency's debarring officials (per Unit 63).[1]	6. Furnish evidence of nonresponsibility, such as: • Failure to fulfill obligations under the bond. • Failure to disclose all bond obligations. • Misrepresentation of the value of available assets. • Any false or misleading statement, signature, or representation on a bond of affidavit of individual surety.

[1]FAC 84-53.

UNIT 78 CLAIMS

(Blueprint 46 — 4/22/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Analyze and recommend settlement positions and prepare a Contracting Officer's decision.
Conditions	Given a contract and a claim from a contractor.
Overall Standard(s)	Correctly determine the validity of the claim and prepare a proper and complete decision. Protect the Government's interests while treating the contractor fairly and equitably within the terms of the contract.

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 78 CLAIMS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 78 CLAIMS

Policies

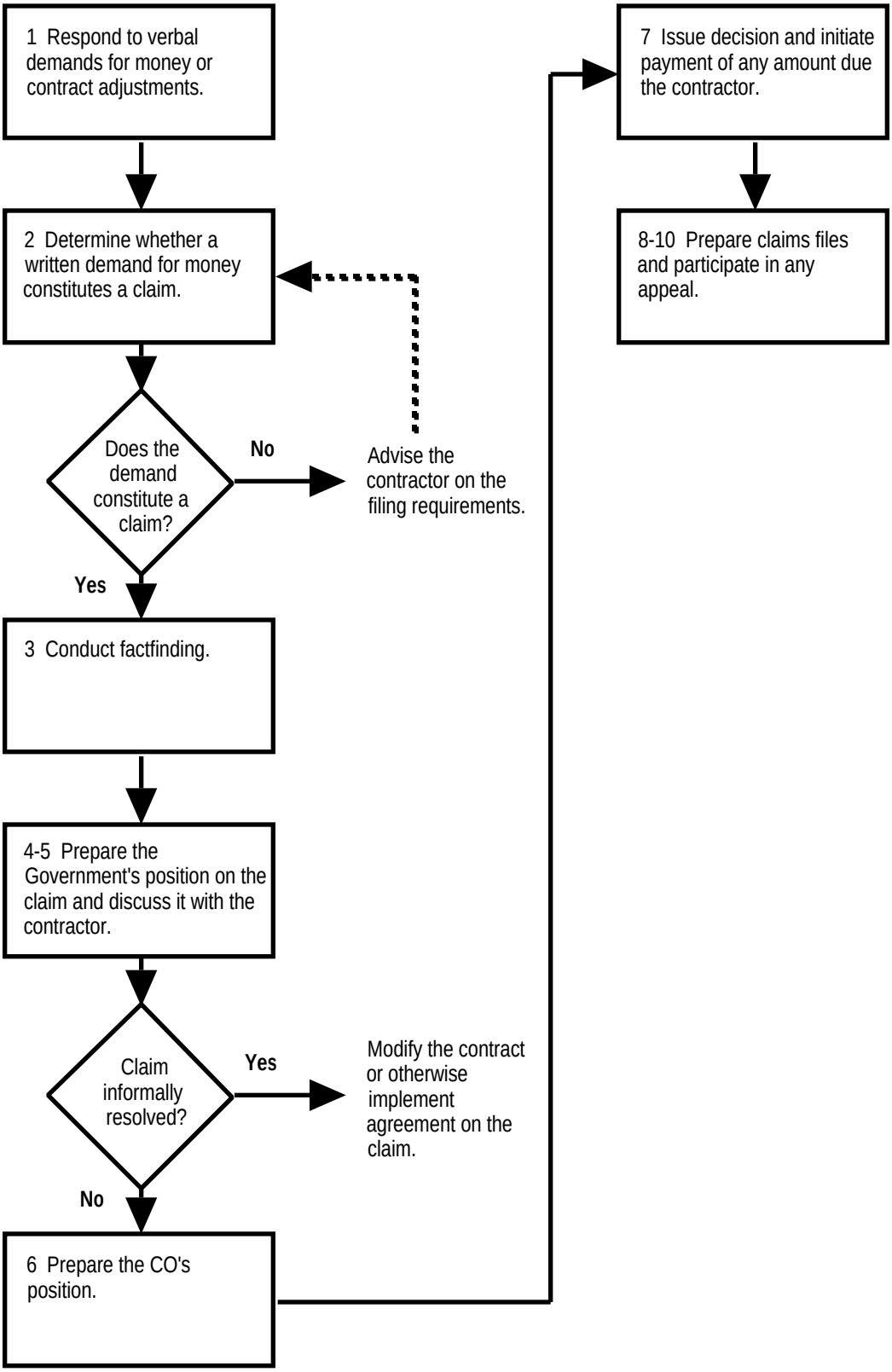
FAR	*Agency Suppl.*	*Subject*
8.405-7		Disputes under a Federal Supply Schedule.
22.1026		Disputes regarding labor standards requirements of the contract.
33.2		Disputes and appeals.
43.104		Notification of contract changes.
52.233-1		Disputes.
52.243-7		Notification of changes.

Other KSA's

1. Commercial Law.
2. Contract Disputes Act of 1978.
3. Types of claims and typical grounds of claims.
4. Knowledge of GAO, GSA, and other Boards of Contract Appeals decisions.

Other Policies and References (Annotate As Necessary):

CLAIMS


1 Respond to verbal demands for money or contract adjustments.
2 Determine whether a written demand for money constitutes a claim.
Does the demand constitute a claim?
No
Advise the contractor on the filing requirements.
Yes
3 Conduct factfinding.
4-5 Prepare the Government's position on the claim and discuss it with the contractor.
Claim informally resolved?
Yes
Modify the contract or otherwise implement agreement on the claim.
No
6 Prepare the CO's position.
7 Issue decision and initiate payment of any amount due the contractor.
8-10 Prepare claims files and participate in any appeal.

UNIT 78 CLAIMS

Tasks	Related Standards
1. Respond to an oral demand from the contractor for additional money or contract adjustment. • Ask questions to clarify the claim. • Explain the Government's version of the facts. • Where necessary, break for factfinding. • Advise the contractor of the procedure for submitting a written claim.	1. Provide accurate information and only that information which is directly relevant to the issues presented by the claim.
2. Determine whether a written demand for money constitutes a claim. • Addressed to Contracting Officer. • Supporting documentation. • If over $50,000, accompanied by the certification prescribed in FAR 33.207.	2. Return the demand for correction if the demand does not meet the requirements of FAR 33.206 and 33.207. Otherwise, document the contract file with evidence of the date of receipt of any submission from the contractor deemed to be a claim by the contracting officer.
3. Conduct factfinding related to the contractor's demand and record the findings of fact. Is the claim: • Timely (e.g., statute of limitations; within timeframes in contract)? • Not covered by an existing release of claims? • Not barred by another contract clause (e.g., the clause at 52.219-10, which states that "determinations made under this clause are not subject to the Disputes clause")? • Not covered by the procedures of a clause other than the Disputes clause (e.g., requests for relief under P.L. 85-804)? • Supported by sufficient data from the contractor, and such data are accurate and complete? • Factually correct?	3. Correctly determine whether the demand has standing, is factually correct, and is supported by sufficient data.
4. Prepare the Government's position on the claim. • Establish position: - Reject in whole. - Partially accept. - Accept in whole. • Determine the amount (if any) of adjustment (per Unit 40), interest due the contractor, and any other consideration. • Refer suspected fraudulent claims for investigation (per Unit 53).	4. The Government's position should be based on facts submitted by contractor with the written claim (and not on any other information that may have been provided by the contractor in discussions or other forms). Correctly determine the validity of the claim and amount of adjustment. Develop questions to collect additional data (if any) from the contractor necessary to validate the claim. Refer claims for investigation of fraud under the conditions described at FAR 33.209.

UNIT 78 CLAIMS

Tasks	Related Standards
5. Attempt to resolve the demand through informal discussions (per Units 44 and 45) or a procedure for Alternate Dispute Resolution.[1] Possibilities: • Resolution short of contract modification. • Contract modification.	5. Per FAR 33.204, try to resolve all contractual issues by mutual agreement at the contracting officer's level, unless otherwise precluded from such a decision or settlement by FAR 33.210. Participate in an ADR only if both parties have agreed on all essential elements per FAR 33.214 (including certification of the claim, regardless of dollar amount, as provided in FAR 33.207).
6. Prepare the Contracting Officer's decision and obtain legal review. • Description of the claim or dispute. • Reference to the pertinent contract terms. • Statement of the factual areas of agreement or disagreement. • Statement of Contracting Officer's decision with supporting rationale. • Contractor appeal rights. • Demand for payment (per Unit 68) if the decision results in a finding that the contractor is indebted to the Government.	6. Prepare the decision only if agreement cannot be reached short of such a decision. Make the decision within required timeframes stated in FAR 33.211. The decision should be complete. The facts and logic should be sufficient, standing alone, to support the Government's position and refute any contrary position in the contractor's written claim. The statement of the contractor's appeal rights substantially should conform to the language in FAR 33.211.
7. Issue the decision and initiate payment of any amount due the contractor under the decision.	7. Initiate payment regardless of whether the contractor appeals the decision.
8. If the contractor appeals to the agency's Board, prepare a claims file as requested by the Board.	
9. If contractor appeals to the court, prepare claims files as requested by the appeals court.	
10. Participate in appeal proceedings as requested by the agency's counsel, Board, or Court.	

[1]Changed in 2nd. edition.

TAB D6

ORIENTATION UNIT

TAB D-6 ORIENTATION UNIT

UNIT 79 ORIENTATION

(Blueprint 51 — 4/22/91)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties

1. Identify and define the statutory and goals and mission of the procurement system.

2. Identify the basic statutes and regulations that define the procurement system.

3. Identify the basic steps in the procurement process and the critical issues and business decisions that are made in the course of that process.

4. Identify the major Federal organizations (Congress, OMB, the President, the agency head, etc.) with procurement responsibilities and identify their roles in the procurement process.

5. Research the Federal Acquisition Regulation, agency supplemental regulations, Comptroller General decisions, the United States Code, and other source documents to correctly cite and summarize all provisions that apply to each of a sample of steps and decisions in the procurement process.

6. Identify and define the roles and responsibilities of contracting officers, requiring activities, contracting officer's representatives, quality assurance personnel, auditors, accountants, logistics managers, and other participants in the procurement process.

7. Identify standards of ethics that apply to procurement decisions and provide accurate examples of activities that are prohibited under each standard.

Conditions

Given the Federal Acquisition Regulation, agency supplements to the FAR, the United States Code, Comptroller General decisions, and other such documents.

Overall Standard(s)

Complete and accurate knowledge of the procurement mission, system, process, organization, management, statutory and regulatory foundation, roles and responsibilities, and standards of conduct.

UNIT 79 ORIENTATION

(Blueprint 51 — 4/22/91)

Evaluator

_____
Name

_____
Title

_____
Date

UNIT 79 ORIENTATION

Policies

FAR	*Agency Suppl.*	*Subject*
1		Federal acquisition regulations system.
3		Improper business practices and personal conflicts of interest (including standards of conduct and procurement integrity).
14.101 thru 14.10		Elements of sealed bidding.
15.101 thru 15.102		Definition of negotiation.
19.4		Small business administration.
42.302		Contract administration functions.

Other KSA's

1. Knowledge of statutory goals for the procurement system (e.g., §2301 of title 10 and §401 of title 41, United States Code).

2. Knowledge of FAR sections that define critical terms, such as 1.701, 2.000, 2.101, 4.401, 6.003, 7.101, 9.101, 10.001, 11.001, 13.101, 14.101, 14.501, 15.101, 15.601, 15.801, 16.101, 16.201, 16.301-1, 16.501, 16.601, 16.702, 16.703, 17.201, 19.001, 20.101, 28.001, 31.001, 32.102, 33.101, 33.201, 34.001, 35.001, 36.102, 37.101, 37.201, 38.101, 43.101, 44.101, 45.101, 46.101, 47.001, 49.001, and 49.401(a).

Other Policies and References (Annotate As Necessary):

UNIT 79 ORIENTATION

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

HISTORICAL NOTE

TAB D-7 HISTORICAL NOTE

I. Task Analysis (1977-1979)

In 1979, the Federal Acquisition Institute (FAI) surveyed more than 20,000 Federal employees to collect data on the tasks performed by personnel in Contract Management and related fields.

Development

The survey form was constructed by the U.S. Air Force Occupational Measurement Center. Tasks and background questions came from interviews with more than 130 individuals representing twenty departments and agencies. Additionally, a draft of the form was mailed to more than 200 Federal employees for review and comment. The development process was monitored and assisted by an interagency committee of subject-matter specialists and personnel representatives from various Federal agencies and the Civil Service Commission (now the Office of Personnel Management). The resulting form contained in excess of 300 items of personal and job related background data points and 1,480 tasks.

Background Questions

The questionnaire included 45 background questions on such matters as:

- Individual identifiers.
- Current occupation and pay level.
- Years worked in current occupation.
- Years worked for the Federal Government.
- Years worked in a comparable private industry occupation.
- Recruitment source and pay grade of first Federal position.
- Official title.
- Functional title.
- Type of position (i.e., supervisory/managerial status).
- Type of warrant.
- Dollar limit of contracting authority.
- Employing agency and sub-agency component.
- Type of organization.
- Contractual formats generally employed (i.e., definitive contract, indefinite delivery contract, purchase order, etc.).
- End purpose of contracts (i.e., R&D, repair, services, storage, etc.).
- Compensation arrangements (i.e., fixed price, cost, etc.).
- Negotiated contracts--how many and average dollar value.
- Formally advertised contracts--how many and average dollar value.
- Administered contracts--how many and average dollar value.
- Undergraduate/graduate courses attended and usefulness to work.
- Highest educational level attained.
- Government courses attended.

The bulk of the questionnaire, however, was the list of tasks. Each respondent was instructed to read all tasks, mark each task performed as part of his/her present position, and apply a nine point scale to rate the relative amount of time spent on each task performed.

Administration

The survey was administered by twenty four Federal agencies to 60% of their Contracts and Procurement Specialists (GS-1102), Purchasing Agents (GS-1105), and Industrial Specialists

(GS-1150). In addition, survey forms were distributed by Federal agencies to personnel who spend more than half their time on functions comparable to those performed by personnel in the above fields (respondents included personnel in the GS-301, 801, 1101, 1170, and eleven other fields).

Of the 21,610 survey booklets sent to the field for administration, 14,082 (65.2%) were returned and used in the analysis. This return rate was considered very good relative to the success rates experienced by other organizations. Among the respondents: 8,134 Contract and Procurement Specialists (48% of the work force at that time), 1,578 Purchasing Agents, and 1,043 Industrial Specialists. In addition, questions were completed by 134 Engineers (GS 801), 147 Industrial Property Managers (GS 1103), 44 Quality Assurance Specialists (GS 1900), and 1,409 uniformed personnel.

Analysis

Data from the questionnaires were analyzed by the Comprehensive Occupational Data Analysis Programs (CODAP) provided by the Air Force Human Resources Laboratory. Two types of printouts were generated:

1. Data on designated groups of respondents (i.e., all members of the GS-1102 series, all supervisors, all contracting officers, etc.)

2. Data on computer generated groups of respondents. Using a cluster merger algorithm, the CODAP programs grouped persons doing like sets of tasks regardless of series, grade, title, agency, or other such background factors. Six major specializations emerged from the cluster merger diagram:
   - Small Purchases.
   - Contract Negotiator/Specialist.
   - Contract Administration.
   - Cost/Price Analysis.
   - Staff positions.

Hundreds of pages of CODAP printouts were generated on the major specializations and a host of sub-specializations. The printouts record the tasks performed by the members of each specialization or sub-specialization, ranked in order of percent performing and relative time spent. The printouts also summarize responses to the background questions by the members of the different specializations and sub-specializations.

II. Selection of Tasks for Training (1980-1985).

During this period, the FAI worked with the Office of Personnel Management to select and refine tasks for training. Small groups of subject matter experts from different agencies reviewed data from the occupational analysis and rated tasks performed by different functional specializations on various scales (i.e., learning difficulty and consequences of inadequate performance). Essentially, the FAI used the groups to:

- Define each career path (i.e., specialization).
- Rate the training priority of tasks performed by more than 40% of the employees who comprise the career path.
- Determine whether any task performed by less than 40% of the career path's present incumbents should nonetheless be covered in training.
- Update the task inventory to reflect changes in policy.
- Develop model “Curriculum Design Outlines” for the highest priority pricing tasks.

TAB D-7 HISTORICAL NOTE

This period culminated in the publication of the draft Curriculum Design Outlines in April 1985.

III. Development of Training Blueprints for Selected Tasks (1986)

In the Fall of 1985, the Administrator of General Services directed the FAI to perform a Governmentwide Study of Procurement Training.

To support this effort, an interagency Advisory Committee was established and met in early 1986 to approve a plan for developing the curriculum. The plan called for the development of a complete set of Blueprints for training the Competencies and tasks identified in the Curriculum Design Outlines. To develop the Blueprints, the FAI assembled a full-time Working Group of procurement and instructional design specialists, along with "consultants" from the Air Force, Army, DLA, Navy, Interior, Agriculture, HHS, VA, Energy, Treasury, and NASA.

Working Group members performed the following steps to prepare the Blueprints:

1. They researched and prepared a file on each Competency, containing the related FAR provisions, training materials, job aids, manuals, and handbooks contributed by various agencies.

2. They individually drafted a Blueprint or series of Blueprints for each assigned competency, working one-on-one with an instructional design specialist from the FAI or the GSA Training Center.

3. The full Working Group reviewed and rewrote the draft blueprints, with assistance from the interagency cadre of consultants and instructional design specialists.

4. Copies of draft blueprints were circulated to the Advisory Committee of Procurement Executives for comment.

After the blueprints were approved by the Advisory Committee, supplemental objectives were drafted for ADPE/Telecommunications, major systems, small purchases, construction, and A&E.

Working Group For The Governmentwide Study Of Procurement Training	
Jack Livingston, Project Director, Federal Acquisition Institute	Karen Huff, Dept. of Agriculture
Anne Alexander, GSA (Training Center)	Gayle Messick, GSA (FSS)
Juanda Barclay, GSA (IRMS)	Tom McFadden, GSA (PBS)
John Blumenstein, Federal Acquisition Institute	Michael F. Miller, Federal Acquisition Institute
Gary Craig, GSA (Training Center)	Margaret Walters, GSA (IRMS)
	Shirley Scott, GSA (Office of Acquisition Policy)

TAB D-7 HISTORICAL NOTE

Consultants For The Governmentwide Study Of Procurement Training	
Competencies 1 through 10	**ADPE/Telecommunications**
Shirl Kinney and Susan Sawler, Dept. of Treasury	Gerald Tuwiner, GSA (IRMS)
Edward Lovett and Chris Jedrey, Dept. of Energy	R. A. Roman, Dept. of Navy
Gail Williams, National Aeronautic and Space Administration	Ed Forsee, Dept. of Interior
Competencies 11 through 20	Steve Young, Barry Sparks, and Ed Murphy, Environmental Protection Agency
Jack E. Bynane and Shirley Cleaver, Dept. of the Air Force	Linwood Davis, Dept. of Army
Lee Evey, National Aeronautic and Space Administration	**Construction**
Nancy Nifong-Kerlin, Dept. of Treasury	Thomas McFadden and Ada Rairigh, GSA (PBS)
James J. Collins and Thomas A. Olsen, Dept. of Navy	Larry Ayres, Dept. of Navy
James Murphy, Dept. of Commerce	Theodore Henningsen and Edward J. East, Dept. of Army
Competencies 31 through 40	**Major Systems**
Thomas Cooper, Veterans Administration	Alan W. Beck and Lt. Col. Wilson Summers, Defense Systems Management College
Gwen Poteat, Dept. of Health and Human Services	Robert Cooper, Office of Federal Procurement Policy, Office of Management and Budget
Robert Scott and Jill Pettibone, Defense Logistics Agency	Theresa Brooks, Dept. of the Air Force
Competencies 41 through 50	James J. Collins, Dept. of Navy
Roscoe S. Boleyn, U.S. Army Communications Electronics Command	**Small Purchases**
Walter J. Featheringham, Defense Logistics Agency	Avis Rostron and Betty Slusher, Dept. of Interior
Robert L. Penn and Jane Borden, Department of the Army	Ron Hooper and Pat Morris, Dept. of Agriculture
	Diane Rawlings and Mary McGraw, National Aeronautic and Space Administration
	Thomas Cooper, Veterans Administration
	Naomi Glass, Dept. of State

In the course of preparing the Blueprints, the Working Group refined the listing of Competencies and related tasks. Some were editorial. Others resulted from changes in the law and regulations (e.g., the Competition in Contracting Act). Nonetheless, each task is linked to a task on the 1979 inventory.

The first edition of Training Blueprints was published in 1986. It included three separate volumes, corresponding to the three major procurement career fields: Contract Management (GS-1102), Small Purchases (GS-1105), and Real Property Leasing (GS-1170). The Contract Management Training Blueprints also included supplemental instructional objectives for ADP/T, construction, A&E, and systems procurement.

IV. Updating of Training Blueprints(1986-1989)

When the Training Blueprints were published in 1986, the FAI provided copies to Procurement Executives and requested comments. The following agencies responded.

TAB D-7 HISTORICAL NOTE

Agency	*Respondents*
Agriculture	Frank Gearde, Jr., Director, Office of Operations, Office of the Secretary
AID	John F. Owens, Procurement Executive
Air Force	Millard J. Pippin, Deputy Chief, Contract Support Division, Directorate, Contracting and Manufacturing Policy
Army	Suellen Diduch, Procurement Analyst, Contracting Support Agency, Office of the Assistant Secretary of the Army for Research, Development, and Acquisition
Coast Guard	Linda M. Higgins, Chief, Procurement Management Division
DLA	Billy G. Williams, Chief, Contracts Division, Contracting Directorate
Education	Barry S. Bontemps, Director, Grants and Contracts Service
Energy	Stephen D. Mournighan, Director, Office of Policy Procurement and Assistance Management Directorate
FHLBB	Richard L. Petrocci, Director, Administration Office
GSA, FSS	James L. DeProspero, Assistant Commissioner for Commodity Management, Federal Supply Service
GSA, IRMS	Frank J. Carr, Commissioner, Information Resources Management Service
GSA, PBS	Brian K. Polly, Assistant Commissioner for Procurement, Public Buildings Service
GSA, Region 2	William J. Diamond, Regional Administrator
GSA, Region 3	George P. Cordes, Regional Administrator
GSA, Region 4	Donald F. Layfield, Regional Administrator
GSA, Region 5	Richard G. Austin, Regional Administrator
GSA, Region 6	John B. Platt, Regional Administrator
GSA, Region 7	David F. Godfrey, Regional Administrator
GSA, Region 9	Robert D. Eberle, Regional Administrator
HUD	Roosevelt Jones, Director, Office of Procurement and Grants
Justice	W. L. Vann, Procurement Executive
Labor	John J. Nester, Director, Office of Procurement and Grant Management
Marine Corps.	William F. Denman, Contracting Officer
NASA	S. J. Evans,
Navy	Anne Alexander, Assistant, Procurement Career Management, Naval Facilities Engineering Command
Navy	Carmen Corrado, Director, Navy Acquisition Management Training Office
OFPP	Robert P. Bedell, Administrator
Treasury	Thomas P. O'Malley, Procurement Executive
VA	H. Robert Saldivar, Director, Office of Procurement and Supply

Generally, the comments were quite favorable. However, a number of specific changes were recommended and were incorporated in the 1989 edition.

Moreover, the FAI built a data base linking sections of the FAR to specific Blueprints. FAI staff then reviewed those sections of the FAR, as revised through Federal Acquisition Circular 84-46, and revised the Blueprints to reflect the language and contents of the FAR, as amended.

The 1989 edition, however, only included Contract Management Training Blueprints. The FAI plans to eventually update the Small Purchase Blueprints and also will reassemble working groups to update supplemental objectives for the ADP/T, Systems, Construction, and A&E specializations.

TAB D-7 HISTORICAL NOTE

V. Curriculum Development (1987-)

Through an interagency agreement with the United States Office of Personnel Management, the FAI is developing a Contract Management curriculum based on the Units of Instruction in this Workbook. The curriculum will be offered to all Federal agencies by the GSA Training Center. In addition, all instructional materials from the curriculum will be available to trainers in other Federal agencies, in both hardcopy and electronic media.

VI. Genesis of the Contract Specialist Workbook (1990-1991)

The Administrator for General Services called for the establishment of certification programs in the General Services Administration for the most populous occupations of that agency. For that purpose, the FAI converted the Training Blueprints into Units of Instruction for on-the-job training and has developed guidelines for assigning, documenting and certifying the completion of the on-the-job training in each Unit. At the same time, the FAI staff also updated the Blueprints through FAC 90-4 and re-edited the entire text.

TAB D-7 HISTORICAL NOTE

TAB D-8 FAI COURSE OUTLINES
BASIC AND INTERMEDIATE COURSES

Office of Federal Procurement Policy Letter No. 92-3, June 24, 1992, requires agencies to describe actions "taken or planned to assess the extent to which training courses now provide, or will provide, skill training in the Units of Instruction of the FAI Contract Specialist Workbook, including the level of skill in each Contract Management duty that the training will be designed to attain." An attachment to the letter includes the following table:

SKILL LEVELS	
1 Knowledge	Define the duty. Describe its purpose and the standard(s) for performance. Explain when this duty is performed. Test recall of this information.
2 Comprehension	Present both the duty (definition, purpose, standards, and when performed) and every step in accomplishing the duty. Provide information to perform each step, without actually having trainee apply information. Test for comprehension.
3 Application	Present both the duty (definition, purpose, standards, and when performed) and every step in accomplishing the duty. Provide information to perform each step. Through simulations and other such exercises, require trainee to perform those steps necessary to evaluate the trainee's ability to perform the duty.
4 Analysis	Review the duty and steps in performance. Have trainee solve more complex problems than at application level.

The attached worksheets, one for Basic courses and one for Intermediate courses, shows decisions made by the Federal Acquisition Institute (FAI) on the duties to cover in each course and the level of skill to attain in each such duty. In the row for each duty, cells are left blank if the course does not cover the duty. If a course does cover the duty, a number appears designating the skill level (see above table) to be attained in the course.

The titles of Basic courses are as follows:

PP	Procurement Planning	BCA	Basic Contract Administration
SB	Sealed Bidding	PA	Price Analysis
CN	Contracting By Negotiation	CA	Cost Analysis

Note also that Introduction To Contracting appears in the matrix on page 12.

The titles of the Intermediate courses are as follows:

CNT	Contract Negotiation Techniques	ACA	Advanced Contract Administration;
CT	Contract Types of Contracts (Basic and Advanced)	/T	Termination & Claims
		IP	Intermediate Pricing
SS	Source Selection	ACN	Advanced Contract Negotiations

TAB D-8 FAI COURSE OUTLINES — BASIC COURSES

UIs	Duties	Courses					
		PP	SB	CN	BCA	PA	CA
	Determining the Need						
1	Forecasting Requirements						
2	Acquisition Planning						
	Initiating the Acquisition						
3	Purchase Requests	3				4[1]	
4A	Funding	3					
4B	Funding (Prospective Requirements)						
5	Market Research	3				4[2]	
	Analyzing the Requirement						
6	Specifications	3					
7	Statement of Work	1		3			
8	Services	3					
	Determining the Extent of Competition						
9	Sources	3[3]					
10	Set-Asides	3					
11	8(a) Procurements	1					
12	Competition Requirements	3					
13	Unsolicited Proposals						
	Source Selection Planning						
14A	Lease Vs. Purchase	3					
15	Price Related Factors	1				3	
16	Technical Evaluation Factors	1		2			
17	Method of Procurement	3					
18A	Procurement Plans	3					
18B	Formal Source Selection Plans						

TAB D-8 FAI COURSE OUTLINES — BASIC COURSES

UIs	Duties	Courses					
		PP	SB	CN	BCA	PA	CA
	Selecting Terms and Conditions for the Solicitation						
19.1	Selecting the Contract Type (to solicit)			2			
19.2	Soliciting T&M/LH Contracts						
19.3	Establishing Agreements						
19.4	Soliciting Indefinite Delivery Contracts						
19.5	Soliciting Fixed Price Contracts						
19.6	Soliciting Cost Type Contracts						
20	Letter Contracts						
21A	Contract Financing						
22	Use of Government Property and Supply Sources			3[4]			
23	Need For Bonds			3			
24A	Solicitation Preparation (IFBs)		3				
25B	Solicitation Preparation (RFPs)			3			
	Soliciting Offers						
25	Publicizing Proposed Procurements		3				
26	Preaward Inquiries		3[5]	2[6]			
27	Prebid/Preproposal Conferences		1	3			
28	Amending Solicitations		3	2[7]			
29A	Cancelling IFBs (Before Opening)		3				
29C	Cancelling Solicitations (RFPs)			2		3[8]	

TAB D-8 FAI COURSE OUTLINES — BASIC COURSES

UIs	Duties	Courses					
		PP	SB	CN	BCA	PA	CA
	Evaluating Bids						
30	Processing Bids		3				
31	Bid Acceptance Periods		3				
32	Late Bids		3				
33	Bid Prices		2/3			3/4	
34	Responsiveness		3				
46A (46A)	Preaward Mistakes in Bids		3			3/4	
29B	Cancelling IFBs (After Opening)		2/3			3/4	
	Evaluating Proposals						
35	Processing Proposals			3			
36	Technical Evaluation			2			3[9]
37	Price Objectives			2		3	
38	Cost & Pricing Data			1		3[10]	3[11]
39	Audits			1			3
40	Cost Analysis			1			3
14B	Evaluating Other Terms and Conditions (e.g., Lease vs. Purchase)						
41	Evaluating Other Terms and Conditions.			3		4[12]	
42	Competitive Range			3		4[13]	
	Discussing Proposals[14]						
43	Factfinding			2/3		4[15]	
44	Negotiation Strategy			2/3			
45	Conducting Negotiations			2/3			

TAB D-8 FAI COURSE OUTLINES — BASIC COURSES

UIs	Duties	Courses					
		PP	SB	CN	BCA	PA	CA
	Selection For Award						
46B	Mistakes in Proposals (Preaward)			2			
47	Responsibility		3	4[16]			
48	Subcontracting Requirements						
49A	Preparing Awards (Sealed Bidding)		3				
49B	Preparing Awards (Negotiation)			3			
	Executing Awards						
50	Award		3	2[17]			
51	Debriefing			3			
46C	Mistakes in Offers (Postaward)		2				
	Protests						
52	Protests		1	2[18]			
	Fraud						
53	Reporting Fraud			2			
	Initiating Work Under The Contract						
54	Contract Administration Planning				3		
55	Post-Award Orientations				3		
56	Ordering Against Contracts and Agreements						
57	Consent to Subcontracts						

TAB D-8 FAI COURSE OUTLINES — BASIC COURSES

UIs	Duties	Courses					
		PP	SB	CN	BCA	PA	CA
	Quality Assurance						
58A	Monitoring, Inspection, and Acceptance				3		
59	Excusable Delay				3		
60	Stop Work				3		
61	Remedies				3		
76A & C	Termination For Default				1		
63	Reporting Performance Problems				1		
	Payment						
67	Assignment of Claims						
69B	Advance Payments						
69A	Progress Payments						
70	Price and Fee Adjustments						
66	Unallowable Costs						
64	Limitation of Costs						
65B	Indirect Costs						
68	Collecting Contractor Debts						
65A	Invoices				3		
	Accounting						
71	Accounting and Estimating Systems						
72	Cost Accounting Standards						
73	Defective Pricing						
	Modifications and Options						
75A	Contract Modifications				3		
75B	Options				3		
75C	Extraordinary Contract Actions						

TAB D-8 FAI COURSE OUTLINES — BASIC COURSES

UIs	Duties	Courses					
		PP	SB	CN	BCA	PA	CA
Termination For Convenience							
76 A & B	Termination for Convenience				1		
Administering Other Contract Clauses							
77	Bonds						
62	Property						
58C	Subcontracting Requirements						
58B	Patents						
58B	Data Rights						
58B	Labor Relations						
58B	Other						
Claims							
78	Claims				1		
Closeout							
74	Closeout				3		
Orientation							
79	Goals	INTRODUCTION TO CONTRACTING					
79	Political Environment	INTRODUCTION TO CONTRACTING					
79	Legal Environment	INTRODUCTION TO CONTRACTING					
79	Internal Environment	INTRODUCTION TO CONTRACTING					
79	Standards of Conduct	INTRODUCTION TO CONTRACTING					

[1]Focus on the Independent Government Estimate as a basis for determining the proper price or value prior to soliciting.
[2]Focus on sources of price-related data and the types of data to seek from these sources, as a basis for determining the proper price or value prior to soliciting.
[3]Parts A (Required sources), B (Commercial source lists), and D (Special Standards of Responsibility) only. Parts C & E are covered only to Level 1.
[4]Part A only (Government Furnished Property)).
[5]Part A only (Inquiries about IFBs).
[6]Part B only (Inquiries about RFPs).
[7]Tasks 1, 2, and 6—Amending or cancelling RFPs; distribution of amendments in competitive negotiations.
[8]Focus on price-related reasons for cancelling an RFP after proposal evaluation.

TAB D-8 FAI COURSE OUTLINES — BASIC COURSES

UIs	Duties	Courses					
		PP	SB	CN	BCA	PA	CA

[9]Focus on those elements of a technical evaluation memorandum related to cost analysis (e.g., analysis of proposed labor hours and skill mix; analysis of proposed materials mix and quantities).
[10]Tasks 1-4 only.
[11]Tasks 5-8 only (following review of tasks 1-4).
[12]Focus on potential tradeoffs with price.
[13]Focus on price as a factor in determining the range and in determining whether to award without discussions.
[14]A separate one week course in Negotiation Techniques will cover these three duties to the 3/4 level.
[15]Focus on price-related questions to address in factfinding.
[16]Tasks 8 and 9—additional problems in applying the standards of responsibility.
[17]Task 4—postaward notifications of awards resulting from competitive negotiations.
[18]Parts A and B only (Part A: Agency protests; Part B: Protests to GAO).

TAB D-8 FAI COURSE OUTLINES — INTERMEDIATE COURSES

UIs	Duties	Courses					
		CNT	CT	SS	ACA/T	IP	ACN
	Determining the Need						
1	Forecasting Requirements						**3**
2	Acquisition Planning						**2**
	Initiating the Acquisition						
3	Purchase Requests						
4A	Funding						
4B	Funding (Prospective Requirements)						**3**
5	Market Research						**4**[1]
	Analyzing the Requirement						
6	Specifications						
7	Statement of Work						**4**[2]
8	Services						
	Determining the Extent of Competition						
9	Sources						
10	Set-Asides						
11	8(a) Procurements						**3**
12	Competition Requirements						**4**[3]
13	Unsolicited Proposals						**3**
	Source Selection Planning						
14A	Lease Vs. Purchase						
15	Price Related Factors						
16	Technical Evaluation Factors			**3**			
17	Method of Procurement						
18A	Procurement Plans						
18B	Formal Source Selection Plans			**3**			

TAB D-8 FAI COURSE OUTLINES — INTERMEDIATE COURSES

UIs	Duties	Courses					
		CNT	CT	SS	ACA/T	IP	ACN
	Selecting Terms and Conditions for the Solicitation						
19.1	Selecting the Contract Type (to solicit)		**3**				
19.2	Soliciting T&M/LH Contracts		**3**				
19.3	Establishing Agreements		**3**				
19.4	Soliciting Indefinite Delivery Contracts		**3**				
19.5	Soliciting Fixed Price Contracts		**3**				
19.6	Soliciting Cost Type Contracts		**3**				
20	Letter Contracts		**3**			**4**[4]	
21A	Contract Financing					**4**[5]	**3**
22	Use of Government Property and Supply Sources					**4**[6]	**2**[7]
23	Need For Bonds					**4**[8]	
25B	Solicitation Preparation (RFPs)						**4**[9]
	Soliciting Offers						
25	Publicizing Proposed Procurements						
26	Preaward Inquiries						**2**[10]
27	Prebid/Preproposal Conferences						
28	Amending Solicitations						
29C	Cancelling Solicitations (RFPs)						
	Evaluating Proposals						
35	Processing Proposals						
36	Technical Evaluation			**3**			
37	Price Objectives						
38	Cost & Pricing Data					**4**[11]	
39	Audits						

TAB D-8 FAI COURSE OUTLINES — INTERMEDIATE COURSES

UIs	Duties	Courses					
		CNT	CT	SS	ACA/T	IP	ACN
	Evaluating Proposals (Continued)						
40	Cost Analysis		**4**[12]			**4**[13]	
14B	Evaluating Other Terms and Conditions (e.g., Lease vs. Purchase)					**2/3**	
41	Evaluating Other Terms and Conditions.						
42	Competitive Range			**4**[14]			**4**[15]
	Discussing Proposals						
43	Factfinding	**3**					
44	Negotiation Strategy	**3**		**4**[16]			**4**[17]
45	Conducting Negotiations	**3**		**4**[18]		**4**[19]	
	Selection For Award						
46B	Mistakes in Proposals (Preaward)						
47	Responsibility					**4**[20]	**4**[21]
48	Subcontracting Requirements						**2**
49B	Preparing Awards (Negotiation)			**4**[22]			
	Executing Awards						
50	Award						
51	Debriefing						
46C	Mistakes in Offers (Postaward)						**2**
	Protests						
52	Protests						**3**
	Fraud						
53	Reporting Fraud					**4**[23]	**3**

TAB D-8 FAI COURSE OUTLINES — INTERMEDIATE COURSES

UIs	Duties	Courses					
		CNT	CT	SS	ACA/T	IP	ACN
	Initiating Work Under The Contract						
54	Contract Administration Planning				**4**		
55	Post-Award Orientations						
56	Ordering Against Contracts and Agreements						
57	Consent to Subcontracts				**3**		
	Quality Assurance						
58A	Monitoring, Inspection, and Acceptance				**4**		
59	Excusable Delay				**4**		
60	Stop Work						
61	Remedies				**4**		
76A & C	Termination For Default				**3**[24]		
63	Reporting Performance Problems				**3**		
	Payment						
67	Assignment of Claims				**3**		
69B	Advance Payments				**1**		
69A	Progress Payments				**3**	**4**[25]	
70	Price and Fee Adjustments		**3**		**1/2**	**2**	
66	Unallowable Costs				**2/3**	**3/4**	
64	Limitation of Costs				**3**	**4**[26]	
65B	Indirect Costs				**2/3**	**3/4**	
68	Collecting Contractor Debts				**3**		
65A	Invoices				**3**		

TAB D-8 FAI COURSE OUTLINES — INTERMEDIATE COURSES

UIs	Duties	Courses					
		CNT	CT	SS	ACA/T	IP	ACN
	Accounting						
71	Accounting and Estimating Systems				**1/2**	**2**	
72	Cost Accounting Standards				**2**[27]	**2**[28]	**2**[29]
73	Defective Pricing				**2/3**	**3**	
	Modifications and Options						
75A	Contract Modifications				**4**	**4**[30]	
75B	Options						
75C	Extraordinary Contract Actions						
	Termination For Convenience						
76 A & B	Termination for Convenience				**3**[31]	**4**[32]	
	Administering Other Contract Clauses						
77	Bonds				**3**[33]		
62	Property				**3**		
58C	Subcontracting Requirements				**3**		
58B	Patents				**3**		
58B	Data Rights				**3**		
58B	Labor Relations				**3**		
58B	Other				**3**		
	Claims						
78	Claims				**3**[34]	**4**[35]	
	Closeout						
74	Closeout						

[1]Focus on Tasks 9, problems in market analysis.
[2]Focus on Tasks 3 and 5; analysis of complex SOWs; Tasks 7-8 obtaining industry feedback on draft SOWs.
[3]Focus on Tasks 4, 5, and 11 — critiquing proposed J&As.
[4]Focus on Task 8, in terms of pricing equitable adjustments.
[5]Focus on Task B1; application of financial indicators.

TAB D-8 FAI COURSE OUTLINES — INTERMEDIATE COURSES

UIs	Duties	Courses					
		CNT	CT	SS	ACA/T	IP	ACN

[6]Focus on Tasks 2 and 5; evaluating potential benefits and costs of furnishing property and evaluating property-related costs in proposals.
[7]Part B — Government sources of supply.
[8]Focus on Task A1; application of financial indicators.
[9]Consideration of more advanced provisions and clauses.
[10]Part C, FOIA requests.
[11]Focus on any recent changes in policy.
[12]Tasks 12 through 16; establishing prenegotiations positions on ceiling prices and/or parameters for adjusting the price or fee.
[13]Focus on quantitative techniques for estimating direct and indirect costs, work measurement systems, establishing prenegotiation positions on indirect rates, and determining cost realism.
[14]Technical factors in setting the range.
[15]Complex problems, illustrating any recent changes in case law.
[16]Tasks 4-8; developing a prenegotiation plan for discussions in "greatest value" competitions.
[17]Strategies for conducting multi-phased negotiations for a complex requirement over a considerable period of time.
[18]Task 5; conducting dicussions with offerors in "greatest value" competitions; Tasiks 9-11; evaluating BAFOs.
[19]Focus on cost realism analyses of BAFOs.
[20]Focus on Task 4 and 8; application of financial indicators.
[21]Focus on Tasks 8 and 9; addtional scenarios in applying standards of responsibility.
[22]Tasks 4 and 5; preparing recommendation for award to the SSA and decisionmaking by the SSA.
[23]Focus on Task A3, price related data indicative of fraud.
[24]To be covered in "Terminations and Claims".
[25]Focus on Tasks 6, 8, 9, and 10; application of financial indicators.
[26]Focus on Task 2, in terms of estimating the cost to complete.
[27]Part B only.
[28]Focus on Tasks 10 and 11, cost impact adjustments.
[29]Part A only.
[30]Focus on Task A4, in terms of estimating the cost to complete; A8 & A9 in terms of pricing equitable adjustments.
[31]To be covered in "Terminations and Claims".
[32]Focus on Task A2, in terms of estimating the cost to complete; B13 in terms of pricing equitable adjustments.
[33]To be covered in "Terminations and Claims".
[34]To be covered in "Terminations and Claims".
[35]Focus on Task 4, in terms of pricing equitable adjustments.

TAB D9

INDEX OF UNITS BY COMPETENCIES

The Contract Management Training Blueprints were initially organized by reference to 51 "Competencies." The following pages show the relationship between those competencies and the Units of Instruction in this Workbook.

TAB D-9 INDEX OF UNITS BY COMPETENCIES

COMPETENCIES	UNITS	
1. Ability to advise and assist requiring activities in developing and maintaining program plans, budgets, and schedules to reflect procurement lead times, market conditions (e.g., vendor delivery terms), and procurement strategies.	**1**	**FORECASTING REQUIREMENTS**
2. Ability to develop, maintain, and update acquisition plans.	**2**	**ACQUISITION PLANNING**
3. Ability to advise and assist requiring activities in formulating purchase requests to yield the best market response in terms of competition, quality, timeliness, price, and mission needs.	**3**	**PURCHASE REQUESTS**
	6	**SPECIFICATIONS**
	7	**STATEMENTS OF WORK**
	8	**SERVICES**
4. Skill in advising and assisting requiring activities in formulating technical evaluation criteria; skill in preparing source selection plans. .	**14**	**LEASE VS. PURCHASE**
	15	**PRICE-RELATED FACTORS**
	16	**TECHNICAL EVALUATION FACTORS**
	18	**PROCUREMENT PLANNING**
5. Ability to verify that sufficient funds are available prior to execution of a contract, contract modification, or supplemental agreement or ordering against an existing contract, etc.	**4**	**FUNDING**
6. Ability to identify and establish sources of supplies or services and conduct business-related market research.	**5**	**MARKET RESEARCH**
	9	**SOURCES**
7. Skill in determining whether other than full and open competition is justified, given the nature of the requirement, market conditions, and procedural constraints.	**12**	**COMPETITION REQUIREMENTS**
	13	**UNSOLICITED PROPOSALS**
8. Skill in applying the procedures for small business and labor surplus set-asides (including class set-asides) and skill in procuring supplies and services through the 8(a) program.	**10**	**SET ASIDES**
	11	**8(a) PROGRAM**

TAB D-9 INDEX OF UNITS BY COMPETENCIES

COMPETENCIES	UNITS	
9. Ability to determine the most appropriate method of procurement, given the nature of the requirement and market conditions (i.e., small purchase procedures, sealed bidding, competitive negotiations, or two-step sealed bidding).	**17**	**METHOD OF PROCUREMENT**
	9.2	**LEASE VS. PURCHASE**
10. Ability to select the most appropriate type of contract or agreement, given the nature of the requirement and market conditions.	**19.1**	**SELECTING TYPE(S) OF CONTRACT TO SOLICIT**
	19.2	**SOLICITING T&M/LH CONTRACTS**
	19.3	**ESTABLISHING AGREEMENTS**
	19.4	**SOLICITING INDEFINITE DELIVERY CONTRACTS**
	19.5	**SOLICITING FIXED PRICE CONTRACTS**
	19.6	**SOLICITING COST TYPE CONTRACTS**
11. Skill in determining the necessity for contractor financing provisions (e.g., progress payments, advance payments, etc.).	**21**	**CONTRACT FINANCING**
12. Skill in preparing solicitation documents.	**24**	**SOLICITATION PREPARATION**
13. Skill in publicizing proposed procurements.	**25**	**PUBLICIZING PROPOSED PROCUREMENTS**
14. Skill in evaluating and responding to preaward inquiries concerning solicitations, bids, and proposals.	**26**	**PREAWARD INQUIRIES**
15. Skill in determining the necessity for and conducting prebid/preproposal conferences.	**27**	**PREBID/PREPROPOSAL CONFERENCES**
16. Skill in amending solicitations, extending the solicitation period, and cancelling solicitations.	**28**	**AMENDING SOLICITATIONS**
	29	**CANCELLING SOLICITATIONS**

TAB D-9 INDEX OF UNITS BY COMPETENCIES

COMPETENCIES	UNITS	
17. Skill in evaluating bids, including such aspects as disposing of late bids, determining responsiveness, and determining the lowest total price bid.	**30**	**PROCESSING BIDS**
	31	**BID ACCEPTANCE PERIODS**
	32	**LATE OFFERS**
	33	**BID PRICES**
	34	**RESPONSIVENESS**
18. Ability to identify and resolve mistakes in offers.	**46**	**MISTAKES IN OFFERS**
19. Skill in determining the responsibility of proposed offerors.	**47**	**RESPONSIBILITY**
20. Skill in evaluating proposals; ability to identify and request assistance in proposal evaluation from appropriate Government sources (e.g., technical, legal, or field pricing support) and analyze their recommendations; ability to obtain other data necessary for proposal evaluation.	**35**	**PROCESSING PROPOSALS**
	36	**TECHNICAL EVALUATION**
	38	**COST AND PRICING DATA**
	39	**AUDITS**
	41	**EVALUATING OTHER TERMS AND CONDITIONS**
21. Skill in analyzing market conditions and pricing data to develop and support the Government's prenegotiation position on price.	**37**	**PRICE OBJECTIVES**
22. Skill in analyzing proposed elements of cost to develop cost and profit prenegotiation positions,based on data from the offerors, in-house estimates, technical evaluations, and audit reports.	**40**	**COST ANALYSIS**
23. Skill in factfinding with offerors.	**43**	**FACTFINDING**
24. Ability to establish the competitive range.	**42**	**COMPETITIVE RANGE**
25. Skill in developing negotiation strategies and tactics.	**44**	**NEGOTIATION STRATEGY**
26. Skill at conducting negotiation conferences with offeror's representatives.	**45**	**CONDUCTING NEGOTIATIONS**
27. Ability to develop and recommend selection for award.	**49**	**PREPARING AWARDS**

TAB D-9 INDEX OF UNITS BY COMPETENCIES

COMPETENCIES	UNITS	
28. Ability to prepare and definitize letter contract.	**20**	**LETTER CONTRACTS**
29. Ability to apply procedures for awarding contracts and providing notice of awards.	**50**	**AWARD**
30. Ability to debrief unsuccessful offerors.	**51**	**DEBRIEFING**
31. Skill in developing the Government's position on protests before or after award.	**52**	**PROTESTS**
32. Ability to provide postaward orientations to contractors.	**55**	**POST-AWARD ORIENTATIONS**
33. Skill in developing contract administration plans and instructing technical representatives and functional specialists (e.g., quality assurance personnel) on their roles, authority, responsibilities, and limits.	**54**	**CONTRACT ADMINISTRATION PLANNING**
34. Skill in issuing orders against existing contracts/agreements.	**34**	**ORDERS AGAINST CONTRACTS/AGREEMENTS**
35. Skill in modifying contracts through administrative modifications, change orders, supplemental agreements, or exercising options.	**75**	**CONTRACT MODIFICATIONS**
36. Ability to determine whether the contractor is progressing in accordance with the contract schedule and complying with other contract clauses; knowledge of inspection/acceptance procedures, requirements, and practices.	**58**	**MONITORING, INSPECTION, AND ACCEPTANCE**
37. Ability to determine whether delays are excusable and grant performance time extensions for excusable delays.	**59**	**DELAYS**
38. Skill in determining and issuing stop or resume work orders.	**60**	**STOP WORK**
39. Ability to apply techniques and instruments for dealing with the contractor's failure to perform (e.g., cure notices, show cause notices, refusal to accept deliveries, assessment of liquidated damages, negotiation of consideration for delinquent deliveries or items not meeting specifications).	**61**	**REMEDIES**
40. Skill in terminating contracts for the convenience of the Government or for default.	**76**	**TERMINATION**

TAB D-9 INDEX OF UNITS BY COMPETENCIES

COMPETENCIES	UNITS	
41. Ability to manage payments to contractors (e.g., requests for progress payments, the processing of contractor invoices, release of claims, assignment of payments, adjusting contract fund requirements, the withholding and set-off of payments).	**64**	**LIMITATION OF COSTS**
	65	**PAYMENT**
	66	**UNALLOWABLE COSTS**
	67	**ASSIGNMENT OF CLAIMS**
	68	**COLLECTING CONTRACTOR DEBTS**
	69	**PROGRESS PAYMENTS**
	70	**PRICE AND FEE ADJUSTMENTS**
42. Ability to implement contract closeout procedures.	**74**	**CLOSEOUT**
43. Knowledge of the procedures for reviewing and accepting the contractor's accounting and cost estimating systems; ability to monitor the contractor's financial condition.	**71**	**ACCOUNTING AND COST ESTIMATING SYSTEMS**
44. Ability to obtain and review cost accounting standard disclosure statements, determine whether audits of the statements are necessary, and negotiate cost impact adjustments.	**72**	**COST ACCOUNTING STANDARDS**
45. Ability to identify and resolve defective pricing actions.	**73**	**DEFECTIVE PRICING**
46. Knowledge of the process for settling claims and ability to determine the validity of claims and establish the Government's position on the amount of the equitable adjustment; knowledge of the disputes process.	**78**	**CLAIMS**
47. Ability to review and consent to proposed placements of subcontracts, ability to review subcontracting plans.	**48**	**SUBCONTRACTING REQUIREMENTS**
	57	**CONSENT TO SUBCONTRACTS**
48. Ability to review requests and determine the need for Government property, special tooling, and special test equipment.	**22**	**USE OF GOVERNMENT PROPERTY AND SUPPLY SOURCES**
	62	**PROPERTY ADMINISTRATION**
49. Ability to determine the requirement or desirability of bonds; ability to secure and administer bonds.	**23**	**NEED FOR BONDS**
	77	**ADMINISTERING BONDS**

TAB D-9 INDEX OF UNITS BY COMPETENCIES

COMPETENCIES	UNITS	
50. Skill in initiating adverse actions for fraud and other civil or criminal offenses; ability to select evidence on performance failings for referral to debarment officials.	**53**	**FRAUD AND EXCLUSION**
	63	**REPORTING PERFORMANCE PROBLEMS**
51. General knowledge of the Procurement: Mission, System, Process, Organization, Management, Statutory and Regulatory Foundation, Roles and Responsibilities, and Standards of Conduct.	**79**	**ORIENTATION**

TAB D-9 INDEX OF UNITS BY COMPETENCIES

COMPETENCIES	UNITS

FAR CROSS REFERENCE

The following pages list FAR sections and related Units of Instruction. Note that this matrix excludes sections of the FAR related to a specific type of supply or service (e.g., construction, A&E services, and the like). This cross reference also excludes sections related to small purchases.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
01	79	Orientation.
01.4	24	Solicitation Preparation.
03	79	Orientation.
03.103	35	Processing Proposals.
03.103-2	34	Responsiveness.
03.103-2	47	Responsibility.
03.103-2(b)(3) and 2(b)(4)	53	Fraud and Exclusion.
03.103-3	56	Orders Against Contracts/Agreements.
03.104	01	Forecasting Requirements.
03.104	03	Purchase Requests.
03.104	18	Procurement Planning.
03.104	26	Preaward Inquiries.
03.104	35	Processing Proposals.
03.104	36	Technical Evaluation.
03.104	44	Negotiation Strategy.
03.104	45	Conducting Negotiations.
03.104	50	Award.
03.104-3 03.104-11	53	Fraud and Exclusion.
03.201 and 03.203 - 204	53	Fraud and Exclusion.
03.3	53	Fraud and Exclusion.
03.400 - 403 and 407- 410	53	Fraud and Exclusion.
03.405	34	Responsiveness.
03.405	35	Processing Proposals.
03.406 03.407 03.409	47	Responsibility.
3.406	49	Preparing Awards.
03.5	04	Funding.
03.5	40	Cost Analysis.
03.502	53	Fraud and Exclusion.
03.6	53	Fraud and Exclusion.
03.7	53	Fraud and Exclusion.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
04.1	50	Award.
04.2	50	Award.
04.403(a)	03	Purchase Requests.
4.403(c)	55	Post-Award Orientations.
04.6	50	Award.
04.7	55	Post-Award Orientations.
04.7	58	Monitoring, Inspection, and Acceptance.
04.8	05	Market Research.
04.802 04.803(a)	49	Preparing Awards.
04.802 and 04.803(a)	03	Purchase Requests.
04.803	54	Contract Administration Planning.
4.804	74	Closeout.
4.805	74	Closeout.
05.001	75	Modifications/Options.
05.1	25	Publicizing Proposed Procurements.
05.2	25	Publicizing Proposed Procurements.
05.202	75	Modifications/Options.
05.203	24	Solicitation Preparation.
05.204 and 05.205(a)	01	Forecasting Requirements.
05.204 and 05.205(a)-(b)	05	Market Research.
05.204 and 05.205(a)	07	Statements of Work.
05.205(d)	01	Forecasting Requirements.
05.3	50	Award.
05.401 - 403	26	Preaward Inquiries.
05.404	01	Forecasting Requirements.
05.404	07	Statements of Work.
05.405	05	Market Research.
05.5	25	Publicizing Proposed Procurements.
06.001	56	Orders Against Contracts/Agreements.
06.2	12	Competition Requirements.
06.3	12	Competition Requirements.
06.302-1(a)(2)(i)	13	Unsolicited Proposals.
06.4	17	Method of Procurement.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
07.1	02	Acquisition Planning.
07.101 and 07.102	05	Market Research.
07.103(a)	12	Competition Requirements.
07.103(k)	05	Market Research.
07.103(k)	06	Specifications.
07.2	05	Market Research.
07.204(b)	28	Amending Solicitations
07.3	01	Forecasting Requirements.
07.3	18	Procurement Planning.
07.303(d)	44	Negotiation Strategy
07.306	49	Preparing Awards.
07.306(a)(1)	30	Processing Bids.
07.306(a)(4) 07.306(b)	50	Award.
07.4	14	Lease Vs. Purchase.
07.403	05	Market Research.
08	09	Source Lists.
08.203-2 08.203-3	58	Monitoring, Inspection, and Acceptance.
08.203-2	34	Responsiveness.
08.203-2	49	Preparing Awards.
08.4	56	Orders Against Contracts/Agreements.
08.405-3	58	Monitoring, Inspection, and Acceptance.
08.405-4 through 405-6	76	Termination.
08.405-7	78	Claims.
8.405-4 and 8.408	61	Remedies.
08.604	56	Orders Against Contracts/Agreements.
08.705-2 08.705-3 08.707	56	Orders Against Contracts/Agreements.
08.705-4	58	Monitoring, Inspection, and Acceptance.
08.708	58	Monitoring, Inspection, and Acceptance.
08.708(c)	59	Delays.
08.709	65	Payment.
08.710-712	58	Monitoring, Inspection, and Acceptance.
08.714	58	Monitoring, Inspection, and Acceptance.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
09.1	47	Responsibility.
09.104-2	16	Technical Evaluation Factors.
09.104-2	09	Sources.
09.105-1	71	Accounting and Cost Estimating Systems.
09.105-3	26	Preaward Inquiries.
09.2	09	Sources.
09.3	07	Statements of Work.
09.307	58	Monitoring, Inspection, and Acceptance.
09.4	53	Fraud and Exclusion.
09.400-405 09.405 09.408	47	Responsibility.
09.402(a) and 9.405-2	57	Consent to Subcontracts.
09.405(c)	23	Need For Bonds.
09.405-1	76	Termination
09.405-1(b)	75	Modifications/Options.
09.405(c)	77	Administering Bonds.
09.406-2(b)	63	Reporting Performance Problems.
09.5	08	Services.
09.6	47	Responsibility.
09.7	47	Responsibility.
10	06	Specifications.
10.002 and 10.004	07	Statements of Work.
10.009	26	Preaward Inquiries.
11.003	06	Specifications.
11.004, 11.006, and 11.007	05	Market Research.
11.005	06	Specifications.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
12.1	06	Specifications.
12.1	07	Statements of Work.
12.101(b)	15	Price Related Factors.
12.202(c)-(d)	61	Remedies.
12.401	06	Specifications.
12.401	07	Statements of Work.
12.401(c)	61	Remedies.
12.501 and 12.503	60	Stop Work.
12.504	59	Delays.
13.103	17	Method of Procurement.
14-405	34	Responsiveness.
14.101 thru 14.10	79	Orientation.
14.103-2	34	Responsiveness.
14.103-2	49	Preparing Awards.
14.104	19.1	Selecting the Type of Contract to Solicit.
14.201	24	Solicitation Preparation.
14.201-1(c)	49	Preparing Awards.
14.201-8	15	Price Related Factors.
14.201-8	33	Bid Prices.
14.202	24	Solicitation Preparation.
14.202-4	34	Responsiveness.
14.202-4 and 14.202-5	17	Method of Procurement.
14.202-5 14.404-4	34	Responsiveness.
14.203	25	Publicizing Proposed Procurements.
14.203-3	24	Solicitation Preparation.
14.204 14.205	09	Source Lists.
14.204	30	Processing Bids.
14.205-1(d)	05	Market Research.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
14.207	27	Pre-Bid/Pre-Proposal Conferences.
14.208	28	Amending Solicitations
14.209	29	Cancelling Solicitations.
14.209(a)	28	Amending Solicitations
14.211	03	Purchase Requests.
14.211(a)	25	Publicizing Proposed Procurements.
14.211(b)	26	Preaward Inquiries.
14.213	24	Solicitation Preparation.
14.301	34	Responsiveness.
14.302	30	Processing Bids.
14.303	30	Processing Bids.
14.304	32	Late Offers.
14.401	26	Preaward Inquiries.
14.401	30	Processing Bids.
14.401	35	Processing Proposals.
14.402	30	Processing Bids.
14.403	30	Processing Bids.
14.404-1	29	Cancelling Solicitations.
14.404-1(d)	31	Time Extensions For Bids.
14.404-2	34	Responsiveness.
14.404-2(f)-(g)	33	Bid Prices.
14.404-2(g) 14.404-2(h) 14.404-2(k)	47	Responsibility.
14.404-2(j)	49	Preparing Awards.
14.404-3	29	Cancelling Solicitations.
14.404-4	30	Processing Bids.
14.404-5	34	Responsiveness.
14.406	46	Mistakes in Offers.
14.407-1(a) 14.407-1(c)(1) & (2)	50	Award.
14.407-1(b)	49	Preparing Awards.
14.407-1(c)(3)-(5) 14.407-1(d)	49	Preparing Awards.
14.407-2	33	Bid Prices.
14.407-2	49	Preparing Awards.
14.407-3	33	Bid Prices.
14.407-4	33	Bid Prices.
14.407-6	33	Bid Prices.
14.407-7	49	Preparing Awards.
14.408	50	Award.
14.5	17	Method of Procurement.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
15.1001 15.1002	50	Award.
15.1001(b)	42	Competitive Range.
15.1003	51	Debriefing.
15.1004	52	Protests.
15.1005	46	Mistakes in Offers.
15.101 thru 15.102	79	Orientation.
15.103	29	Cancelling Solicitations.
15.402(a) 15.402(c) thru 15.402(i)	24	Solicitation Preparation.
15.402(b) 15.413	18	Procurement Planning.
15.402(b)	03	Purchase Requests.
15.402(b)	25	Publicizing Proposed Procurements.
15.402(b)	26	Preaward Inquiries.
15.402(h)	12	Competition Requirements.
15.403	09	Source Lists.
15.404	05	Market Research.
15.404 and 15.405	01	Forecasting Requirements.
15.404 and 15.405	07	Statements of Work.
15.406 15.407	24	Solicitation Preparation.
15.406-1(b)	49	Preparing Awards.
15.408	25	Publicizing Proposed Procurements.
15.408(d)	24	Solicitation Preparation.
15.409	27	Pre-Bid/Pre-Proposal Conferences.
15.410	28	Amending Solicitations
15.411	26	Preaward Inquiries.
15.411	35	Processing Proposals.
15.412	32	Late Offers.
15.412	35	Processing Proposals.
15.413	26	Preaward Inquiries.
15.413	35	Processing Proposals.
15.413	44	Negotiation Strategy.
15.413	45	Conducting Negotiations.
15.414	24	Solicitation Preparation.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
15.5	13	Unsolicited Proposals.
15.601-605	16	Technical Evaluation Factors.
15.605	15	Price Related Factors.
15.605(f)	33	Bid Prices.
15.605(f)	37	Price Objectives.
15.606	28	Amending Solicitations
15.606(b)(4)	29	Cancelling Solicitations.
15.607	46	Mistakes in Offers.
15.608(a)(1)	37	Price Objectives.
15.608(a)(1)	40	Cost Analysis.
15.608(a)(2)	36	Technical Evaluation.
15.608(b)	49	Preparing Awards.
15.609	37	Price Objectives.
15.609	42	Competitive Range.
15.610	37	Price Objectives.
15.610	44	Negotiation Strategy.
15.610	45	Conducting Negotiations.
15.610(a)	42	Competitive Range.
15.611	45	Conducting Negotiations.
15.611(d)	49	Preparing Awards.
15.612	18	Procurement Planning.
15.7	40	Cost Analysis.
15.7	48	Subcontracting Requirements.
15.707(b)	58	Monitoring, Inspection, and Acceptance.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
15.800 15.802	37	Price Objectives.
15.801	37	Price Objectives.
15.801	40	Cost Analysis.
15.802	40	Cost Analysis.
15.803 15.805-1(b)	37	Price Objectives.
15.803	44	Negotiation Strategy.
15.803	45	Conducting Negotiations.
15.803(a)	26	Preaward Inquiries.
15.803(b)	37	Price Objectives.
15.803(c)-(d)	40	Cost Analysis.
15.803(d)	41	Evaluating Other Terms and Conditions.
15.804	38	Cost and Pricing Data.
15.804-7	73	Defective Pricing.
15.805-1(a)	35	Processing Proposals.
15.805-1(b)	40	Cost Analysis.
15.805-1(c)	40	Cost Analysis.
15.805-1(c)	57	Consent to Subcontracts.
15.805-2	37	Price Objectives.
15.805-3	40	Cost Analysis.
15.805-4	36	Technical Evaluation.
15.805-5	39	Audits.
15.806	38	Cost and Pricing Data.
15.806	40	Cost Analysis.
15.806-3	39	Audits.
15.806-3	71	Accounting and Cost Estimating Systems.
15.807	40	Cost Analysis.
15.807	41	Evaluating Other Terms and Conditions.
15.807(a)	43	Factfinding.
15.807(b)	37	Price Objectives.
15.807(c)	45	Conducting Negotiations.
15.808	45	Conducting Negotiations.
15.809	40	Cost Analysis.
15.810	40	Cost Analysis.
15.811	71	Accounting and Cost Estimating Systems.
15.812	40	Cost Analysis.
15.813	38	Cost and Pricing Data.
15.813-6(e)	73	Defective Pricing.
15.814	33	Bid Prices.
15.814	37	Price Objectives.
15.9	40	Cost Analysis.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
16	19.1	Selecting the Type of Contract to Solicit.
16.2	19.5	Soliciting Fixed-Price Contracts.
16.2	70	Price and Fee Adjustments.
16.205-3(b) 16.206-3(b) 16.301-3(a) 16.403-1(c) 16.403-2(c)	71	Accounting and Cost Estimating Systems.
16.3	19.6	Soliciting Cost-Reimbursement Contracts.
16.4	19.5	Soliciting Fixed-Price Contracts.
16.4	19.6	Soliciting Cost-Reimbursement Contracts.
16.4	70	Price and Fee Adjustments.
16.5	19.4	Soliciting Indefinite Delivery Contracts.
16.506(c)-(d)	56	Orders Against Contracts/Agreements.
16.601	19.2	Soliciting T&M/LH Contracts.
16.602	19.2	Soliciting T&M/LH Contracts.
16.603	20	Letter Contracts.
16.7	19.3	Establishing Agreements.
16.703(a) and 703(d)	56	Orders Against Contracts/Agreements.
17.1	04	Funding.
17.103-1 and 17.103-2	15	Price Related Factors.
17.103-3 17.103-4	37	Price Objectives.
17.2	04	Funding.
17.2	19.5	Soliciting Fixed-Price Contracts.
17.2	19.6	Soliciting Cost-Reimbursement Contracts.
17.200 and 17.201	75	Modifications/Options.
17.203 and 206	15	Price Related Factors.
17.206	33	Bid Prices.
17.206	37	Price Objectives.
17.207	75	Modifications/Options.
17.5	09	Source Lists.
17.504 and 17.505	56	Orders Against Contracts/Agreements.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
19.1 19.301	47	Responsibility.
19.1	10	Set Asides.
19.10	10	Set Asides.
19.101 and 102	52	Protests.
19.201	10	Set Asides.
19.202-1	06	Specifications.
19.202-1	07	Statements of Work.
19.202-1	10	Set Asides.
19.202-1	15	Price Related Factors.
19.202-2	05	Market Research.
19.202-2	09	Source Lists.
19.202-3	33	Bid Prices.
19.202-4	24	Solicitation Preparation.
19.202-5	10	Set Asides.
19.202-6	10	Set Asides.
19.202-6	33	Bid Prices.
19.202-6	37	Price Objectives.
19.301	52	Protests.
19.302	52	Protests.
19.303	10	Set Asides.
19.304	10	Set Asides.
19.4	10	Set Asides.
19.4	79	Orientation.
19.402	03	Purchase Requests.
19.5	10	Set Asides.
19.501(k)	52	Protests.
19.506	49	Preparing Awards.
19.6	47	Responsibility.
19.7	48	Subcontracting Requirements.
19.705-6	50	Award.
19.705-6	58	Monitoring, Inspection, and Acceptance.
19.705-7	58	Monitoring, Inspection, and Acceptance.
19.706	58	Monitoring, Inspection, and Acceptance.
19.707(a)(4)	58	Monitoring, Inspection, and Acceptance.
19.8	11	8(a) Procurements.
19.812	76	Termination
19.9	48	Subcontracting Requirements.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
20.1, 20.2	10	Set Asides.
20.104(f)	33	Bid Prices.
20.205	49	Preparing Awards.
20.3	48	Subcontracting Requirements.
22.10	08	Services.
22.1007	75	Modifications/Options.
22.101	58	Monitoring, Inspection, and Acceptance.
22.101-2(a)	40	Cost Analysis.
22.101-2(b)	59	Delays.
22.1018	55	Post-Award Orientations.
22.1019	58	Monitoring, Inspection, and Acceptance.
22.102	55	Post-Award Orientations.
22.1020	55	Post-Award Orientations.
22.1022	65	Payment.
22.1022 - 1026	58	Monitoring, Inspection, and Acceptance.
22.1022 and 1023	61	Remedies.
22.1025	47	Responsibility.
22.1026	78	Claims.
22.103-3	37	Price Objectives.
22.103-3(a)	06	Specifications.
22.103-3(a)	07	Statements of Work.
22.103-3(b)	40	Cost Analysis.
22.103-4(f)	58	Monitoring, Inspection, and Acceptance.
22.1103	40	Cost Analysis.
22.1301 22.1304 through 22.1306	58	Monitoring, Inspection, and Acceptance.
22.1304	55	Post-Award Orientations.
22.1307	61	Remedies.
22.1400-1401 and 1405-1406	58	Monitoring, Inspection, and Acceptance.
22.1404	55	Post-Award Orientations.
22.1407	61	Remedies.
22.1500-1509[1]	58	Monitoring, Inspection, and Acceptance.

[1]FAC 90-11

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
22.2	58	Monitoring, Inspection, and Acceptance.
22.301 22.303 22.304	58	Monitoring, Inspection, and Acceptance.
22.302	61	Remedies.
22.406-8 22.406-9	58	Monitoring, Inspection, and Acceptance.
22.6	52	Protests.
22.605	75	Modifications/Options.
22.606 through 22.608	47	Responsibility.
22.608-5	55	Post-Award Orientations.
22.8	47	Responsibility.
22.804-1	58	Monitoring, Inspection, and Acceptance.
22.805(b)	55	Post-Award Orientations.
22.808	58	Monitoring, Inspection, and Acceptance.
22.809	53	Fraud and Exclusion.
22.809	61	Remedies.
22.9	58	Monitoring, Inspection, and Acceptance.
22.901	55	Post-Award Orientations.
23.1	47	Responsibility.
23.107	58	Monitoring, Inspection, and Acceptance.
23.203	15	Price Related Factors.
23.300 - 302	58	Monitoring, Inspection, and Acceptance.
23.4	06	Specifications.
23.4	07	Statements of Work.
23.5	47	Responsibility.
23.506	58	Monitoring, Inspection, and Acceptance.
23.506	61	Remedies.
23.506	65	Payment.
24.1	07	Statements of Work.
24.2	26	Preaward Inquiries.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
25.405(b)	06	Specifications.
25.1 25.4	37	Price Objectives.
25.1	15	Price Related Factors.
25.1 and 25.4	33	Bid Prices.
25.107	56	Orders Against Contracts/Agreements.
25.4	15	Price Related Factors.
25.404	10	Set Asides.
25.405	35	Processing Proposals.
25.405(b)	07	Statements of Work.
25.6	58	Monitoring, Inspection, and Acceptance.
25.7	58	Monitoring, Inspection, and Acceptance.
26.1[2]	48	Subcontracting Requirements
27.104	58	Monitoring, Inspection, and Acceptance.
27.201-1 27.202-1 27.203-1	58	Monitoring, Inspection, and Acceptance.
27.204	37	Price Objectives.
27.204	40	Cost Analysis.
27.205 and 206	65	Payment.
27.207-1	58	Monitoring, Inspection, and Acceptance.
27.300 - 302 27.304-1 27.304-4 27.304-5 27.305	58	Monitoring, Inspection, and Acceptance.
27.304-2	56	Orders Against Contracts/Agreements.
27.400 - 402 404(f) - (j) 405 - 406	58	Monitoring, Inspection, and Acceptance.

[2]FAC 90-7

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
28.101	23	Need For Bonds.
28.101-4	34	Responsiveness.
28.103	23	Need For Bonds.
28.104	23	Need For Bonds.
28.105	23	Need For Bonds.
28.106	77	Administering Bonds.
28.106-1	23	Need For Bonds.
28.2	23	Need For Bonds.
28.2	77	Administering Bonds.
28.301 - 304 307 - 308	58	Monitoring, Inspection, and Acceptance.
28.303	62	Property Administration.
29	40	Cost Analysis.
29	65	Payment.
30	72	Cost Accounting Standards.
30.4	40	Cost Analysis.
31	40	Cost Analysis.
31	66	Unallowable Costs.
32.102	21	Contract Financing.
32.102(d)	65	Payment.
32.104	21	Contract Financing.
32.104	69	Progress Payments.
32.105	21	Contract Financing.
32.105	69	Progress Payments.
32.106	21	Contract Financing.
32.107	16	Technical Evaluation Factors.
32.107	21	Contract Financing.
32.107	47	Responsibility.
32.108	21	Contract Financing.
32.109	76	Termination
32.110	21	Contract Financing.
32.111	21	Contract Financing.
32.3	21	Contract Financing.
32.4	21	Contract Financing.
32.408 through 32.411	69	Progress Payments.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
32.500 through 502	21	Contract Financing.
32.501	69	Progress Payments.
32.503	69	Progress Payments.
32.504	21	Contract Financing.
32.504	69	Progress Payments.
32.6	68	Collecting Contract Debts.
32.611 and 612	65	Payment.
32.701 thru 32.703; 32.705-1	04	Funding.
32.702 32.703	49	Preparing Awards.
32.702	64	Limitation of Costs.
32.702	75	Modifications/Options.
32.704	64	Limitation of Costs.
32.705-2	64	Limitation of Costs.
32.8	67	Assignment of Claims.
32.804	65	Payment.
32.9	65	Payment.
33.1	52	Protests.
33.2	78	Claims.
33.213	59	Delays.
35.003(b), 35.006(b-d), 35.007(h), and 35.015(b)	19.1	Selecting the Type of Contract to Solicit.
35.003(c)	65	Payment.
35.004	05	Market Research.
35.004(a)	07	Statements of Work.
35.006(a)	17	Method of Procurement.
35.007(a-b)	25	Publicizing Proposed Procurements.
35.007(d)	24	Solicitation Preparation.
35.007(e) and (f)	16	Technical Evaluation Factors.
35.007(i)	13	Unsolicited Proposals.
35.008(a) and (b)	16	Technical Evaluation Factors.
35.008(c)	47	Responsibility.
35.008(d)	51	Debriefing.
35.008(e)	40	Cost Analysis.
35.009	57	Consent to Subcontracts.
35.014	22	Use of Gov't Property & Supply Sources
35.016	01	Forecasting Requirements.
35.016	16	Technical Evaluation Factors.
35.016	25	Publicizing Proposed Procurements.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
37	08	Services.
37.102	01	Forecasting Requirements.
37.105	17	Method of Procurement.
37.106	04	Funding.
37.108	47	Responsibility.
37.109	47	Responsibility.
37.110(a)	27	Pre-Bid/Pre-Proposal Conferences.
38.101 38.102	09	Source Lists.
38.205	58	Monitoring, Inspection, and Acceptance.
38.205	58	Monitoring, Inspection, and Acceptance.
42.1	54	Contract Administration Planning.
42.11	54	Contract Administration Planning.
42.1104(c) and (d)	58	Monitoring, Inspection, and Acceptance.
42.1106(b) and (c)	58	Monitoring, Inspection, and Acceptance.
42.12	75	Modifications/Options.
42.1401	55	Post-Award Orientations.
42.1403	65	Payment.
42.2	54	Contract Administration Planning.
42.3	54	Contract Administration Planning.
42.302	79	Orientation.
42.4	58	Monitoring, Inspection, and Acceptance.
42.5	55	Postaward orientations.
42.6	54	Contract Administration Planning.
42.7	65	Payment.
42.703(b)	69	Progress Payments.
42.703(c)(2)	70	Price and Fee Adjustments.
42.704	40	Cost Analysis.
42.8	66	Unallowable Costs.
42.9	71	Accounting and Cost Estimating Systems.
43	75	Modifications/Options.
43.102(a) 43.104	58	Monitoring, Inspection, and Acceptance.
43.104	78	Claims.
43.105	04	Funding.
44.2	57	Consent to Subcontracts.
44.3	57	Consent to Subcontracts.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
45.101	22	Use of Gov't Property & Supply Sources
45.101	62	Property Administration.
45.102	22	Use of Gov't Property & Supply Sources
45.102	62	Property Administration.
45.103	62	Property Administration.
45.104	62	Property Administration.
45.105	62	Property Administration.
45.302	22	Use of Gov't Property & Supply Sources
45.303	22	Use of Gov't Property & Supply Sources
45.310	22	Use of Gov't Property & Supply Sources
45.5	62	Property Administration.
45.6	62	Property Administration.
46.1	58	Monitoring, Inspection, and Acceptance.
46.2, 46.3, and 46.401 thru 403	07	Statements of Work.
46.401	58	Monitoring, Inspection, and Acceptance.
46.407	61	Remedies.
46.408	54	Contract Administration Planning.
46.5	58	Monitoring, Inspection, and Acceptance.
46.6	58	Monitoring, Inspection, and Acceptance.
46.701, 46.702, and 46.706	61	Remedies.
46.707	40	Cost Analysis.
46.8	62	Property Administration.
47.101 and 47.105	15	Price Related Factors.
47.103	65	Payment.
47.104-3	40	Cost Analysis.
47.104-5	65	Payment.
47.105	54	Contract Administration Planning.
47.202	01	Forecasting Requirements.
47.203	19.1	Selecting the Type of Contract to Solicit.
47.205	05	Market Research.
47.3	15	Price Related Factors.
47.306	33	Bid Prices.
47.306	37	Price Objectives.
47.401-405	65	Payment.
48	75	Modifications/Options.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
49	76	Termination.
49.106	53	Fraud and Exclusion.
49.112	65	Payment.
49.401(b)	59	Delays.
49.402-3(b) through 3(d); 49.402-3(e)(4); 49.607	61	Remedies.
49.402-3(e)(2)	77	Administering Bonds.
49.402-3(e)(3)	77	Administering Bonds.
49.402-3(h)	77	Administering Bonds.
49.404	77	Administering Bonds.
49.405	77	Administering Bonds.
49.406	77	Administering Bonds.
50.1 through 50.3	75	Modifications/Options.
51.1	22	Use of Gov't Property & Supply Sources
52. 222-21	34	Responsiveness.
52. 222-25	34	Responsiveness.
52.202-1	26	Preaward Inquiries.
52.202-1	55	Post-Award Orientations.
52.203-1 through 203-13	53	Fraud and Exclusion.
52.203-2	34	Responsiveness.
52.203-2	47	Responsibility.
52.203-2 and 203-4	35	Processing Proposals.
52.203-4 52.203-5	47	Responsibility.
52.203-4	34	Responsiveness.
52.204-1	50	Award.
52.204-2	58	Monitoring, Inspection, and Acceptance.
52.207-3	58	Monitoring, Inspection, and Acceptance.
52.207-4	05	Market Research.
52.208-1 and 208-2	57	Consent to Subcontracts.
52.209-1	09	Source Lists.
52.209-3 and 4	07	Statements of Work.
52.209-3 and 209-4	58	Monitoring, Inspection, and Acceptance.
52.209-5	47	Responsibility.
52.209-5	53	Fraud and Exclusion.
52.209-6	57	Consent to Subcontracts.
52.209-8	47	Responsibility.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
52.210-1 thru 52.210-4	25	Publicizing Proposed Procurements.
52.210-1 thru 7	06	Specifications.
52.210-5 and 210-7	58	Monitoring, Inspection, and Acceptance.
52.210-5 through 7	07	Statements of Work.
52.212-1 and 212-2	58	Monitoring, Inspection, and Acceptance.
52.212-1 and 212-2	07	Statements of Work.
52.212-4	61	Remedies.
52.212-9 and 212-10	58	Monitoring, Inspection, and Acceptance.
52.212-13	60	Stop Work.
52.212-15	59	Delays.
52.214-1	26	Preaward Inquiries.
52.214-3	28	Amending Solicitations
52.214-4	53	Fraud and Exclusion.
52.214-5	30	Processing Bids.
52.214-6	26	Preaward Inquiries.
52.214-7	32	Late Offers.
52.214-8 52.215-6	47	Responsibility.
52.214-9	09	Source Lists.
52.214-10 52.215-16	47	Responsibility.
52.214-10	15	Price Related Factors.
52.214-10	33	Bid Prices.
52.214-10	34	Responsiveness.
52.214-10	49	Preparing Awards.
52.214-10(d)	31	Time Extensions For Bids.
52.214-12	34	Responsiveness.
52.214-13	24	Solicitation Preparation.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
52.214-15 52.214-16	24	Solicitation Preparation.
52.214-15 and 52.214-16	31	Time Extensions For Bids.
52.214-17	34	Responsiveness.
52.214-17	47	Responsibility.
52.214-20 52.214-21	17	Method of Procurement.
52.214-20	34	Responsiveness.
52.214-21	34	Responsiveness.
52.214-22	15	Price Related Factors.
52.214-22	33	Bid Prices.
52.214-23 thru 52.214-25	17	Method of Procurement.
52.214-26	39	Audits.
52.214-26	71	Accounting and Cost Estimating Systems.
52.214-26	73	Defective Pricing.
52.214-27	73	Defective Pricing.
52.214-29	26	Preaward Inquiries.
52.214-29	55	Post-Award Orientations.
52.215-2	39	Audits.
52.215-2	71	Accounting and Cost Estimating Systems.
52.215-2	73	Defective Pricing.
52.215-3	07	Statements of Work.
52.215-4	12	Competition Requirements.
52.215-5	26	Preaward Inquiries.
52.215-7	40	Cost Analysis.
52.215-8	28	Amending Solicitations
52.215-9	35	Processing Proposals.
52.215-10	32	Late Offers.
52.215-11	45	Conducting Negotiations.
52.215-12	26	Preaward Inquiries.
52.215-13	35	Processing Proposals.
52.215-14	26	Preaward Inquiries.
52.215-15	09	Source Lists.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
52.215-16	15	Price Related Factors.
52.215-16	35	Processing Proposals.
52.215-16	49	Preparing Awards.
52.215-19	24	Solicitation Preparation.
52.215-19	49	Preparing Awards.
52.215-21	58	Monitoring, Inspection, and Acceptance.
52.215-22 through 52.215-25	38	Cost and Pricing Data.
52.215-22	73	Defective Pricing.
52.215-23	73	Defective Pricing.
52.215-26	37	Price Objectives.
52.215-26	40	Cost Analysis.
52.215-30 and 215-31	40	Cost Analysis.
52.215-32	38	Cost and Pricing Data.
52.215-32	73	Defective Pricing.
52.215-33	26	Preaward Inquiries.
52.215-33	55	Post-Award Orientations.
52.215-34	15	Price Related Factors.
52.215-34	37	Price Objectives.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
52.216	18	Procurement Planning.
52.216-1 through 6	19.5	Soliciting Fixed-Price Contracts.
52.216-2 through 4	70	Price and Fee Adjustments.
52.216-5 and 216-6	70	Price and Fee Adjustments.
52.216-7	65	Payment.
52.216-7	66	Unallowable Costs.
52.216-7 to 8	19.6	Soliciting Cost-Reimbursement Contracts.
52.216-8, 216-10, and 216-11	65	Payment.
52.216-10	70	Price and Fee Adjustments.
52.216-10 through 12	19.6	Soliciting Cost-Reimbursement Contracts.
52.216-15	65	Payment.
52.216-16 and 216-17	65	Payment.
52.216-16 and 216-17	70	Price and Fee Adjustments.
52.216-16 through 17	19.5	Soliciting Fixed-Price Contracts.
52.216-18 through 22	19.4	Soliciting Indefinite Delivery Contracts.
52.216-18 through 22	56	Orders Against Contracts/Agreements.
52.216-23 through 26	20	Letter Contracts.
52.216-26	65	Payment.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
52.217-1 through 2	04	Funding.
52.217-3 through 52.217-5	15	Price Related Factors.
52.217-3 through 5	37	Price Objectives.
52.217-3 through 9	04	Funding.
52.217-3 through 52.217-5.	33	Bid Prices.
52.217-6 through 9	75	Modifications/Options.
52.217-17	35	Processing Proposals.
52.219-1 through 3	52	Protests.
52.219-5	52	Protests.
52.219-5 thru 7	10	Set Asides.
52.219-8 through 219-10	48	Subcontracting Requirements.
52.219-9 and 219-10	58	Monitoring, Inspection, and Acceptance.
52.219-11 52.219-12	11	8(a) Procurements.
52.219-13	48	Subcontracting Requirements.
52.219-14	57	Consent to Subcontracts.
52.219-17 52.219-18	11	8(a) Procurements.
52.219-22	10	Set Asides.
52.220-1	33	Bid Prices.
52.220-1	37	Price Objectives.
52.220-2	10	Set Asides.
52.220-3 and 52.220-4	48	Subcontracting Requirements.
52.222-1	58	Monitoring, Inspection, and Acceptance.
52.222-2	58	Monitoring, Inspection, and Acceptance.
52.222-3	58	Monitoring, Inspection, and Acceptance.
52.222-4	58	Monitoring, Inspection, and Acceptance.
52.222-4	61	Remedies.
52.222-4 and 222-41	65	Payment.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
52.222-19	34	Responsiveness.
52.222-19	47	Responsibility.
52.222-19	52	Protests.
52.222-20	58	Monitoring, Inspection, and Acceptance.
52.222-22	34	Responsiveness.
52.222-24	47	Responsibility.
52.222-26	58	Monitoring, Inspection, and Acceptance.
52.222-26	61	Remedies.
52.222-28	57	Consent to Subcontracts.
52.222-35 and 222-37	58	Monitoring, Inspection, and Acceptance.
52.222-35	61	Remedies.
52.222-36	58	Monitoring, Inspection, and Acceptance.
52.222-36	61	Remedies.
52.222-40 222-41 and 222-44	58	Monitoring, Inspection, and Acceptance.
52.222-41	61	Remedies.
52.222-41	65	Payment.
52.222-41 thru 52.222-44	08	Services.
52.222-45 and 222-46	40	Cost Analysis.
52.222-47 thru 52 222-49	08	Services.
52.223-1	34	Responsiveness.
52.223-1	47	Responsibility.
52.223-2	58	Monitoring, Inspection, and Acceptance.
52.223-3	58	Monitoring, Inspection, and Acceptance.
52.223-4	34	Responsiveness.
52.223-5	47	Responsibility.
52.223-6	58	Monitoring, Inspection, and Acceptance.
52.223-6	65	Payment.
52.224-2	58	Monitoring, Inspection, and Acceptance.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
52.225-1	34	Responsiveness.
52.225-6	34	Responsiveness.
52.225-8	34	Responsiveness.
52.225-10	58	Monitoring, Inspection, and Acceptance.
52.225-10	65	Payment.
52.225-11	58	Monitoring, Inspection, and Acceptance.
52.226-1[3]	48	Subcontracting Requirements
52.227-1 through 227-3; 52.227-10 through 227-13	58	Monitoring, Inspection, and Acceptance.
52.227-6 through 8	37	Price Objectives.
52.227-6 thru 227-8	40	Cost Analysis.
52.227-9	65	Payment.
52.227-14 and 227-16 thru 227-20	58	Monitoring, Inspection, and Acceptance.
52.228-1	23	Need For Bonds.
52.228-2	23	Need For Bonds.
52.228-2	77	Administering Bonds.
52.228-5 and 228-7	58	Monitoring, Inspection, and Acceptance.
52.229-1 thru 229-10	40	Cost Analysis.
52.229-1, 229-3 thru 229-10	65	Payment.
52.230-1 through 6	72	Cost Accounting Standards.
52.232-1 thru 232-3.	65	Payment.
52.232-7	64	Limitation of Costs.
52.232-7 thru 232-9	65	Payment.
52.232-8	65	Payment.
52.232-9	65	Payment.
52.232-11	65	Payment.
52.232 -12	69	Progress Payments.
52.232-12 through 232-16	21	Contract Financing.
52.232-13	47	Responsibility.

[3]FAC 90-7

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
52.232-14 and 52.232-15	34	Responsiveness.
52.232-16	66	Unallowable Costs.
52.232-16	69	Progress Payments.
52.232-16	71	Accounting and Cost Estimating Systems.
52.232-17	68	Collecting Contract Debts.
52.232-18 & 232-19	04	Funding.
52.232-20	64	Limitation of Costs.
52.232-22	64	Limitation of Costs.
52.232-23	67	Assignment of Claims.
52.232-24	67	Assignment of Claims.
52.232-25	65	Payment.
52.232-28	65	Payment.
52.233-1	78	Claims.
52.233-2	52	Protests.
52.233-3	52	Protests.
52.237-1	27	Pre-Bid/Pre-Proposal Conferences.
52.237-2	58	Monitoring, Inspection, and Acceptance.
52.237-3	74	Closeout.
52.242-1	66	Unallowable Costs.
52.242-2	07	Statements of Work.
52.242-2	58	Monitoring, Inspection, and Acceptance.
52.242-10 and 242-11	65	Payment.
52.242-12	58	Monitoring, Inspection, and Acceptance.
52.242-13	71	Accounting and Cost Estimating Systems.
52.243-1 thru 243-3	75	Modifications/Options.
52.243-6	75	Modifications/Options.
52.243-7	75	Modifications/Options.
52.243-7	78	Claims.
52.244-1 through 3	57	Consent to Subcontracts.
52.244-5	57	Consent to Subcontracts.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
52.245-1 52.245-2, 52.245-4, and 52.245-5	22	Use of Gov't Property & Supply Sources .
52.245-1, 245-2, 245-4, 245-5	62	Property Administration.
52.246-1 through 52.246-9; 52.246-11	58	Monitoring, Inspection, and Acceptance.
52.246-2 through 52.246-4	07	Statements of Work.
52.246-2 thru 246-8	61	Remedies.
52.246-11	07	Statements of Work.
52.246-15	07	Statements of Work.
52.246-15	58	Monitoring, Inspection, and Acceptance.
52.246-15	61	Remedies.
52.246-16	07	Statements of Work.
52.246-16	58	Monitoring, Inspection, and Acceptance.
52.246-17 through 20	61	Remedies.
52.246-23 through 25	61	Remedies.

TAB D-10 FAR CROSS REFERENCE

FAR	Unit	Unit Title
52.247-1	65	Payment.
52.247-4	27	Pre-Bid/Pre-Proposal Conferences.
52.247-6	47	Responsibility.
52.247-29 through 247-44; 52.247-48; 52.247-58; 52.247-59; and 247-61 through 64)	58	Monitoring, Inspection, and Acceptance.
52.247-29 thru 52 247-44	07	Statements of Work.
52.247-45 thru 247-47	15	Price Related Factors.
52.247-45, 247-46, 47, 49, 50, 51, and 56	37	Price Objectives.
52.247-49 thru 51	15	Price Related Factors.
52.247-54	75	Modifications/Options.
52.247-55	62	Property Administration.
52.247-56 thru 60	15	Price Related Factors.
52.247-62	15	Price Related Factors.
52.247-63	65	Payment.
52.248-1	75	Modifications/Options.
52.249-1 52.249-2 52.249-4 52.249-5	76	Termination
52.249-6	76	Termination
52.249-8 52.249-9	76	Termination
52.249-8 and 52.249-9	59	Delays.
52.249-8 and 249-9	61	Remedies.
52.249-12	76	Termination.
52.249-14	59	Delays.
52.251-1	22	Use of Gov't Property & Supply Sources .
52.252-1 thru 52.252-6	24	Solicitation Preparation.
52.252-1 52.252-2	26	Preaward Inquiries.
52.252-2 52.252-4 52.252-6	49	Preparing Awards.
52.3	24	Solicitation Preparation.
SF 1411	38	Cost and Pricing Data.
SF 1412	38	Cost and Pricing Data.

INDEX

TAB D-11 INDEX

Unit	*Subjects*
11	8(a) procurements
58	Acceptance
71	Accounting systems (Part A of Accounting and Estimating Systems)
2	Acquisition planning
4	Additional requirements (Part B of Funding)
75	Administrative changes (see Part A of Contract Modifications, Tasks 7 and 12)
21	Advance payments (provision for in the solicitation)
8	Advisory and assistance services (Part A of Services)
52	Agency protests (Part A of Protests)
19.1 and 19.3	Agreements (establishing Basic and Basic Ordering Agreements)
28	Amending solicitations
67	Assignment of claims
39	Audits
49 and 50	Award
70	Award fee adjustments (Part C of Price and Fee Adjustments)
19.1 and 19.3	Basic Agreements (Selecting the Type of Contract To Solicit, Task 2; Part B of Establishing Agreements)
19.1 and 19.3	Basic Ordering Agreements (Selecting the Type of Contract To Solicit, Task 2; Part A of Establishing Agreements)
31	Bid acceptance periods
30	Bid opening (Processing Bids, Task 7)
33	Bid prices
77	Bonds (administration of)
23	Bonds (determining the need for)

TAB D-11 INDEX

Unit	*Subjects*
6	Brand name or equal (Specifications, Task 5)
16	Business management factors (Technical Evaluation Factors)
29	Cancellation of IFB after opening (Part B of Cancelling Solicitations)
29	Cancellation of IFB before opening (Part A of Cancelling Solicitations)
29	Cancellation of RFP (Part C of Cancelling Solicitations)
29	Cancelling solicitations
47	Certificates of competency (Responsibility, Tasks 9-10)
38	Certificates of current cost or pricing data
75	Change orders (see Part A of Contract Modifications, Tasks 7 and 9)
78	Claims
74	Closeout
7, 25, and 50	Commerce Business Daily (Statements of Work, Task 8; Publicizing Proposed Procurements; Award, Task 4)
9	Commercial source lists (Part B of Sources)
12	Competition requirements
42	Competitive range
58	Compliance with other terms and conditions (Part B of Monitoring, Inspection, and Acceptance)
58	Compliance with the Schedule (Part A of Monitoring, Inspection, and Acceptance)
45	Conducting negotiation sessions
8	Conflict of interest (Services, Part A, Task 4)
57	Consent to subcontracts
58	Constructive changes (see Part A, Task 2 of Monitoring, Inspection and Acceptance)
54	Contract administration planning
21	Contract financing (provision for in the solicitation)
75	Contract modifications
54 & 58	Contracting officer representatives

TAB D-11 INDEX

Unit	*Subjects*
68	Contractor debts
72	Cost accounting standards
40	Cost analysis
38	Cost and pricing data
71	Cost estimating systems (Part B of Accounting and Estimating Systems)
19.1 and 19.6	Cost Plus Award Fee Contracts (Selecting the Type of Contract To Solicit, Tasks 2 and 5; Part C of Soliciting Cost Type Contracts)
19.1 and 19.6	Cost Plus Fixed Fee Contracts (Selecting the Type of Contract To Solicit, Tasks 2 and 5; Part A of Soliciting Cost Type Contracts)
19.1 and 19.6	Cost Plus Incentive Fee Contracts (Selecting the Type of Contract To Solicit, Tasks 2 and 5; Part B of Soliciting Cost Type Contracts)
19.6	Cost type contracts (developing terms for the solicitation)
19.1 and 19.6	Cost—No Fee & Cost Sharing Contracts (Selecting the Type of Contract To Solicit, Tasks 2 and 5; Part D of Soliciting Cost Type Contracts)
52	Courts (Part D of Protests)
61	Cure notices (Part B of Remedies)
58	Data rights (problems in administering contracts with—Part B of Monitoring, Inspection, and Acceptance, Task 4)
51	Debriefing
68	Debt collection
73	Defective pricing
19.1 and 19.4	Definite quantity contracts (Selecting the Type of Contract To Solicit, Tasks 2 and 3; Part B of Soliciting Indefinite Delivery Contracts)(Part A of Soliciting Indefinite Delivery Contracts)
59	Delays
54	Delegating contract administration authority
76	Determine whether to terminate for convenience or default (Part A of Termination)
72	Determining applicability (Part A of Cost Accounting Standards)
72	Disclosure statements (Part B of Cost Accounting Standards)
45	Discussions (conduct of)

TAB D-11 INDEX

Unit	*Subjects*
58	Drug-free workplace requirements (noncompliance with—Part B of Monitoring, Inspection, and Acceptance, Task 6)
70	Economic price adjustments (Part A of Price and Fee Adjustments)
47	EEO clearances (Responsibility, Task 11)
52	Eligibility for a set-aside (Part E of Protests)
58	Environmental protection requirements (noncompliance with—Part B of Monitoring, Inspection, and Acceptance, Task 6)
48	Establishing subcontracting requirements (Part A of Subcontracting Requirements)
21	Evaluating offers contingent upon financing (Part B of Contract Financing)
14	Evaluating offers to lease (Part B of Lease Vs. Purchase)
41	Evaluating other terms and conditions
59	Excusable delays
75	Extraordinary contractual actions (Part C of Contract Modifications)
43	Factfinding
6	FEDSPECS/MILSPECS (Specifications, Task 3)
71	Financial condition (Part C of Accounting and Estimating Systems)
21	Financing (Part A of Contract Financing)
19.1 and 19.5	Firm Fixed Price Contracts (Selecting the Type of Contract To Solicit, Tasks 2 and 4; Part A of Soliciting Fixed Price Contracts)
19.1 and 19.5	Firm Fixed Price—Level Of Effort Contracts (Selecting the Type of Contract To Solicit, Tasks 2 and 4; Part F of Soliciting Fixed Price Contracts)
19.1 and 19.5	Fixed Price Award Fee Contracts (Selecting the Type of Contract To Solicit, Tasks 2 and 4; Part D of Soliciting Fixed Price Contracts)
19.1 and 19.5	Fixed Price Contracts with Economic Price Adjustment (Selecting the Type of Contract To Solicit, Tasks 2 and 4; Part B of Soliciting Fixed Price Contracts)
19.1 and 19.5	Fixed Price Incentive Contracts (Selecting the Type of Contract To Solicit, Tasks 2 and 4; Part C of Soliciting Fixed Price Contracts)
19.1 and 19.5	Fixed Price with Prospective or Retroactive Price Redetermination Contracts (Selecting the Type of Contract To Solicit, Tasks 2 and 4; Part E of Soliciting Fixed Price Contracts)

TAB D-11 INDEX

Unit	*Subjects*
19.5	Fixed price contracts (developing terms for the solicitation)
26	FOIA requests (Part C of Preaward Inquiries)
1	Forecasting requirements
18	Formal source selection (Part B of Procurement Planning)
53	Fraud and exclusion
61	Fraud, gross mistake, or latent defect (Part G of Remedies)
4	Funded requirements (Part A of Funding)
4	Funding
52	GAO (Part B of Protests)
22	Government furnished property (announcing the availability of in a solicitation)
22	Government furnished property (Part A of Use of Government Property and Supply Sources)
22	Government sources of supply (Part B of Use of Government Property and Supply Sources)
22	Government Supply Sources (use of by contractors)
52	GSBCA (Part C of Protests)
24	IFBs (Part A of Solicitation Preparation)
61	Implied warranty (Part F of Remedies)
70	Incentive fee adjustments (Part D of Price and Fee Adjustments)
70	Incentive price adjustments (Part B of Price and Fee Adjustments)
19.4	Indefinite delivery contracts (developing terms for the solicitation)
5, 19.1, and 19.4	Indefinite Quantity (Part B of Funding, Selecting the Type of Contract To Solicit, Tasks 2 and 3; Part B of Soliciting Indefinite Delivery Contracts)
3	Independent Government cost estimate (Purchase Requests, Appendix I)
40	Indirect costs (analysis of—Cost Analysis, Task 8)
65	Indirect costs (payment of—Part B of Payment)
26	Inquiries about IFBs (Part A of Preaward Inquiries)
26	Inquiries about RFPs (Part B of Preaward Inquiries)
58	Inspection and acceptance

TAB D-11 INDEX

Unit	*Subjects*
58	Insurance requirements (noncompliance with—Part B of Monitoring, Inspection, and Acceptance, Task 7)
9	Interagency acquisitions under the Economy Act (Part D of Sources)
65	Invoices (Part A of Payment)
12	J&A's (Competition requirements, Tasks 10-12)
58	Labor laws (noncompliance with—Part B of Monitoring, Inspection, and Acceptance, Task 5)
32	Late offers
14	Lease (soliciting offers to—Part A of Lease Vs. Purchase)
14	Lease vs. purchase
20	Letter contracts
15	Life cycle models (Price related factors, Task 2)
64	Limitation of costs
61	Liquidated damages (Part C of Remedies)
47, 53, and 63	List of Parties Excluded From Procurement Programs (Responsibility, Task 1; Fraud and Exclusion; Reporting Performance Problems)
48	Make-Or-Buy programs (Part C of Subcontracting Requirements)
5	Market research
17	Method of procurement
46	Mistakes in offers
75	Modifications (Part A of Contract Modifications)
58	Monitoring, inspection, and acceptance
4	Multiyear contracting (Funding, Part B)
75	Name changes (see Part A of Contract Modifications, Tasks 7 and 11)
17	Negotiation (as a method of procurement)
49	Negotiation (final award decision—Part B of Preparing Awards)
44	Negotiation strategy
45	Negotiations (conduct of)
61	Nonconforming deliverables (Part D of Remedies)

TAB D-11 INDEX

Unit	*Subjects*
8	Nonpersonal services (Part A of Services)
75	Novation agreements (see Part A of Contract Modifications, Tasks 7 and 10)
75	Options (Part B of Contract Modifications. See also Additional Requirements, Part B of Unit 4, Funding)
56	Orders against contracts and agreements
56	Orders against Federal Supply Schedules and other indefinite delivery contracts (Part A of Orders Against Contracts and Agreements)
56	Orders under Basic Ordering Agreements.
79	Orientation
58	Overtime requests (Part B of Monitoring, Inspection, and Acceptance, Task 8)
58	Patents (problems in administering contracts with—Part B of Monitoring, Inspection, and Acceptance, Task 3)
65	Payment
63	Performance problems (reporting to debarring officials)
8	Personal services (Part A of Services)
18	Planning the procurement (Part A of Procurement Planning)
46	Post-award mistakes in offers (Part C of Mistakes in Offers)
55	Post-award orientations
46	Pre-award mistakes in bids (Part A of Mistakes in Offers)
46	Pre-award mistakes in proposals (Part B of Mistakes in Offers)
26	Preaward inquiries
47	Preaward surveys (Responsibility, Tasks 5-7)
27	Prebid/preproposal conferences.
1 and 7	Presolicitation conferences and notices (Forecasting Requirements, Task 6; Statements of Work, Task 7)
33 and 37	Price analysis
70	Price and fee adjustments
37	Price prenegotiation objectives
70	Price redeterminations (Part E of Price and Fee Adjustments)

TAB D-11 INDEX

Unit	*Subjects*
15	Price related factors
58	Privacy requirements (noncompliance with—Part B of Monitoring, Inspection, and Acceptance, Task 6)
30	Processing bids
35	Processing proposals
3	Procurement administrative lead times (PALT)—(Purchase Requests, Task 3)
1, 3, 18, 26, 35, and 44	Procurement integrity (Forecasting Requirements, Task 2; Purchase Requests, Task 6; Procurement Planning, Part B, Tasks 2-3; Preaward Inquiries, Processing Proposals; Tasks 4 and 7; Negotiation Strategy, Task 1; Conducting Negotiations, Task 2)
18	Procurement planning
40	Profit or fee prenegotiation objectives (Cost Analysis, Task 10)
69	Progress payments (administration of)
21	Progress payments (providing for financing in the solicitation)
62	Property administration
52	Protests
25	Publicizing proposed procurements
6	Purchase descriptions (Specifications, Task 5)
3	Purchase requests
9	Qualified bidders, manufacturers, and products lists (Part C of Sources)
61	Rejecting nonconforming deliverables (Part D of Remedies)
61	Remedies (selection of—Part A of Remedies)
9	Required sources (Part A of Sources)
58	Required sources (problems in administering contracts with—Part B of Monitoring, Inspection, and Acceptance, Task 2)
5, 19.1, and 19.4	Requirements contracts (Part B of Funding, Selecting the Type of Contract To Solicit, Tasks 2 and 3; Part B of Soliciting Indefinite Delivery Contracts)
47	Responsibility
34	Responsiveness
24	RFPs (Part B of Solicitation Preparation)

TAB D-11 INDEX

Unit	*Subjects*
17	Sealed bidding (as a method of procurement)
49	Sealed bidding (final award in—Part A of Preparing Awards)
58	Security requirements (noncompliance with—Part B of Monitoring, Inspection, and Acceptance, Task 9)
8	Service Contract Act wage determinations (Part B of Services)
8	Services
10	Set asides (determining the applicability and type)
52	Set asides (protests of eligibility for—Part E of Protests)
49	Set asides (withdrawing or modifying—Part B of Preparing Awards, Tasks 2-3)
61	Show cause notices (Part B of Remedies)
24	Solicitation preparation
9	Sources
9 and 47	Special standards of responsibility (Part D of Sources; Responsibility, Task 8)
6	Specifications
7	Statements of Work
60	Stop work
48 and 58	Subcontracting plans (Part B of Subcontracting Requirements; Part C of Monitoring, Inspection, and Acceptance)
48	Subcontracting requirements
75	Supplemental agreements (see Part A of Contract Modifications, Tasks 7 and 8)
7, 25, and 50	Synopsizing (Statements of Work, Task 8; Publicizing Proposed Procurements; Award, Task 4)
19.2	T&M/LH contracts (developing terms for the solicitation)
36	Technical analyses and evaluation memoranda
16	Technical evaluation factors (selection of, for an RFP)
76	Termination for convenience (Part B of Termination)
76	Termination for default (Part C of Termination)
17	Two-step sealed bidding (as a method of procurement)

TAB D-11 INDEX

Unit	*Subjects*
19.1	Type of contract (selection for the solicitation)
40	Unallowable costs (in proposals—Cost Analysis, Tasks 5-9)
66	Unallowable costs (reviewing invoices for and notifying a contractor of)
33 and 37	Unbalanced bids or proposals (Bid Prices, Task 6; Price Objectives, Task 5)
75	Unilateral changes (see Part A of Contract Modifications, Tasks 7 and 9)
13	Unsolicited proposals
75	Value engineering (see Part A of Contract Modifications, Tasks 1-6)
8	Wage determinations (Part B of Services)
52	Walsh-Healey eligibility (Part F of Protests)
61	Warranty (Parts E and F of Remedies)

TAB D-11 INDEX

Unit *Subjects*