Department of the Army
Headquarters, U.S. Army Garrison
462 Hamilton Road, Suite 120
Fort Sill, Oklahoma 73503
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***Fort Sill Regulation 715-1**

Procurement
ACQUISITION INSTRUCTIONS

Summary. This regulation prescribes instruction, responsibilities, and mandatory procedures related to acquisition support provided by the Mission Installation Contracting Command, Directorate of Contracting (DOC), Fort Sill, Oklahoma.

Applicability. The policy and guidance prescribed by this regulation applies to Headquarters, U.S. Army Garrison (HQ, USAG) organizations and activities, U.S. Army Medical Department Activity (USAMEDDAC), and tenant activities logistically supported by the DOC.

Supplementation. Supplementation of this regulation is prohibited without prior approval from the Mission Installation Contracting Command, Directorate of Contracting (DOC), 1803 Macomb Road, Fort Sill, OK 73503 or Headquarters, U.S. Army Garrison, 462 Hamilton Road, Suite 120, Fort Sill, OK 73503.

Suggested Improvements. The proponent of this regulation is the DOC. Users are invited to send comments and suggested improvements on DA Form 2028, (Recommended Changes to Publications and Blank Forms) directly to the Directorate of Contracting, 1803 Macomb Road, Fort Sill, OK 73503.

Distribution. This regulation is distributed solely through the DHR, ASD homepage at http://sill-www.army.mil/dhr/AdminSvcs Div/index.html.

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*This regulation supersedes USAFACFS Regulation 715-1, 12 December 2001.

Table of Contents

	Paragraph	Page
Chapter 1. Introduction		
Purpose	1-1	3
References	1-2	3
Explanation of Abbreviations and Terms	1-3	3
Records Management	1-4	4
Chapter 2. Activities Authorized to Submit Purchase Requests		4
Authorized Activities	2-1	4

	Paragraph	Page
Submission Requirements	2-2	4
Screening of Local Purchase Requests	2-3	5
DOL SSA Customers	2-4	5
Construction Requirements	2-5	5
Chapter 3. Standards of Conduct		5
Chapter 4. Release of Acquisition Information		5
Chapter 5. Informal, Unauthorized Commitments		5
Responsibility of DOC	5-1	5
Explanation of an Informal Commitment	5-2	6
Accountability and Liability	5-3	6
Ratification	5-4	6
Authorization to Formalize	5-5	6
Authorized Representatives	5-6	6
Chapter 6. Responsibilities		7
Directorate of Contracting (DOC)	6-1	7
Contracting Officer	6-2	7
Staff Judge Advocate (SJA)	6-3	8
Supporting Supply or Requesting Activity	6-4	9
Veterinarian	6-5	12
Defense Finance and Accounting Service (DFAS)	6-6	12
Requesting Activity	6-7	12
Chapter 7. Delegation of Authority		12
Contracting Officer's Representative	7-1	12
Ordering Officers	7-2	13
Quality Assurance Evaluators (QAE's)	7-3	14
Chapter 8. Advance Acquisition Planning		14
Advance Acquisition Planning	8-1	14
Submitting a Contractual Requirement	8-2	14
Provide Sufficient Bidding Time on Solicitations	8-3	14
Annual Requirements for Maintenance	8-4	14
Annual Requirements for Operation	8-5	15
Annual Requirements of Undetermined Quantities	8-6	15
Recurring Requirements	8-7	15
Requirements for Service Contracts	8-8	15
Office Equipment Rentals	8-9	15
End of Year Cut-Off Timelines	8-10	15
Chapter 9. Performance Work Statements (PWS), Specifications, Plans, and Drawings		16
Requiring Activities	9-1	16
Federal and Military Specifications	9-2	17
Requiring Activities Will Ensure	9-3	17
Construction	9-4	18
Chapter 10. Change Orders and Supplemental Agreements		19

	Paragraph	Page
Chapter 11. Sole Source Acquisitions		19
Chapter 12. Interdepartmental and Coordinated Acquisition		20
Program Functions	12-1	20
GSA Supply Catalog	12-2	20
Chapter 13. Items of Foreign Origin		21
Acquisition Requirements	13-1	21
Chapter 14. Emergency Acquisition After Duty Hours		21
Chapter 15. Unauthorized Acquisition Actions		21
Chapter 16. Administration of Service Contracts		22
Chapter 17. Unsolicited Proposals		22
Chapter 18. Vendor Demonstrations, On-Site Demonstrations, and Briefings		23
Chapter 19. Acquisition of Information Technology (IT) Equipment (IT and Supporting Software, Maintenance and Services, Office Automation) and Administration Systems		23
Chapter 20. Government Purchase Card (GPC) Program		23
Appendix A. References		24
Appendix B. Processing Unauthorized Commitments		27
Appendix C. Health Services Review Procedure		29
Appendix D. Acquisition Lead-time Standards		32
Appendix E. Advanced Acquisition Plan		33
Appendix F. Format For Performance Work Statement		35
Appendix G. Market Research		38
Appendix H. Sole Source Acquisition Justification		41
Appendix I. Vendor Demonstration		44
Appendix J. Government-Wide Commercial Purchase Card Procedures		46
Glossary		52

Chapter 1
Introduction

1-1. Purpose. The purpose of this regulation is to provide instructions for meeting requirements when acquisition support is requested from the Mission Installation Contracting Command, Directorate of Contracting (DOC), Fort Sill, OK. The instructions apply to organizations/activities supported by the DOC, and the procedures prescribed herein apply to activities logistically supported by local acquisition involving appropriated funds.

1-2. References. Required and related publications; and prescribed and referenced forms, are listed appendix A.

1-3. Explanation of Abbreviations and Terms. Abbreviations and terms used in this regulation are explained in the glossary.

1-4. Records Management. Records created as a result of processes prescribed by this regulation must be identified, maintained, and disposed of according to AR 25-400-2, The Army Records Information Management System (ARIMS) and DA Pam 25-403, Guide to Recordkeeping in the Army. Record titles and descriptions are available on the Army Records Information Management System website (https://www.arims.army.mil).

Chapter 2
Activities Authorized To Submit Purchase Requests

2-1. Authorized Activities. Activities listed below are authorized to submit purchase request and commitments (PR&C's), as indicated, directly to the Directorate of Contracting.

ACTIVITY	CONSTRUCTION	SUPPLIES	SERVICES
Directorate of Public Works (DPW)	X	X	X
DOL Management Division			X
Food Service Division			X
Fort Sill Consolidated Property Book Division			X
Logistics Operations Division			X
Supply/Services Division		X	X
Maintenance Division			X
U.S. Army Medical Department Activity (USAMEDDAC) (non-medical supplies)		X	X
DRM, DES, DHR, DOIM, DMWR, DPTMS, USAFCOEFS, MP/AG, GSU, Fires Brigade, OTC, and Tenant Activities		X	X

2-2. Submission Requirements. Organizations/activities are authorized to submit PR&C's through their budget activity (e.g., DRM, MEDDAC, etc.) to DOC for local purchase action. The budget activity is responsible for certifying the appropriate OMA/OMAR/consumer appropriation, in the "accounting classification" block of the PR&C and the expiration date of the funds. PR&C's must be submitted to DOC through PRWeb. Submission of PR&C's to DOC is restricted to the following:

a. Customers to the DOL Supply Support Activity (SSA) are authorized to submit requirements for non-centrally managed and non-weapons systems related supplies and equipment items, costing more than $3,000, directly to DOC; IAW guidance for local purchase requirements that bypass normal supply procedures, in AR 710-2, Supply Policy below the National Level, paragraph 4-16,

b. Information Technology (IT) Requirements. Send information system, information system equipment, or information service acquisition packages to DOIM for authentication and forwarding to the appropriate acquisition office. Fort Sill Memorandum 25-72, contains acquisition package documentation requirements (http://sill-www.army.mil/doim/FS_Pubs/Memos/25-72.htm). Obtain approvals required by AR 25-1, prior to contracting for IT resources and retain them in the contract file.

c. MEDDAC customers must submit PR&C's through Medical Supply Branch, Logistics Division, RACH, Fort Sill, OK.

2-3. Screening of Local Purchase Requests. Requiring activities shall closely screen purchase requests to determine availability of needed items in the installation Authorized Stockage List (ASL) before forwarding requests to DOC for local purchase.

2-4. DOL SSA Customers. Refer to AR 710-2, Supply Policy below the National Level, Chapter 4-16, for local purchase requirements that bypass normal supply procedures.

2-5. Construction Requirements. Activities not authorized to submit construction projects directly to DOC will forward them through the Directorate of Public Works (DPW), Fort Sill, prior to submitting to DOC. Upon receipt of DPW approval, funding document (PR&C), drawings, specifications, and suggested sources list shall be sent directly to DOC.

Chapter 3
Standards of Conduct

Each individual directly or indirectly concerned with any phase of acquisition, or related activities, shall attend an annual ethics briefing given by the Staff Judge Advocate (SJA) as required by the Joint Ethics Regulation.

Chapter 4
Release of Acquisition Information

DoD policy requires we maintain a high level of business security in order to preserve the integrity of the acquisition process. It prohibits government employees from releasing advance information on proposed plans regarding acquisitions that would provide undue, discriminatory, or unfair advantage to one potential contractor over another. It also prohibits the release of information received in confidence, otherwise protected under FAR Part 24, Protection of Privacy and Freedom of Information, or information on the status of reviews or recommendations, and provides for the release of appropriate contracting information only authorized by the Director of Contracting. It is the responsibility of Department of the Army personnel, military and civilian, to refrain from releasing to any individual or business concern, any information concerning proposed acquisitions. Release pertinent information, simultaneously, to potential contractors. Authorization for the release of acquisition information is the vested responsibility of DOC.

Chapter 5
Informal, Unauthorized Commitments

5-1. Responsibility of DOC. The Directorate of Contracting (DOC) is responsible for

negotiating and discussing terms, with suppliers and contractors, obligating funds, and executing and administering purchase actions.

5-2. Informal Commitment. An informal commitment exists when any person, pursuant to written or oral instructions from an officer or official of a military department and relying in good faith upon the apparent authority of the officer or official to issue such instruction, has arranged to furnish, or has furnished products or services to the military department, or to a defense contractor or subcontractor, without formal contractual coverage for such supplies or services.

5-3. Accountability and Liability. Government personnel who issue such instructions, without proper authorizations, are in violation of Federal statutes and could be held peculiarly liable for their actions.

5-4. Ratification. Certain contracting officer's may ratify actions initiated or approved by officers or employees of the Department of the Army, who did not have requisite authority, to enter into contracts, on behalf of the government and which resulted in supplies delivered or services rendered to, and accepted by, the government. Submit requests for compensation to the DOC. IAW the Federal Acquisition Regulation (FAR) 1.602-3, unauthorized commitments are not ratified if–

a. Made to circumvent or evade procurement statutes and regulations.

b. There is a genuine doubt concerning a question of law or fact.

c. The transaction would not otherwise have been valid if made by a properly authorized contracting officer.

d. The ratification action is determined not to be fair and reasonable, as to price, by the ratifying official.

e. Funds were not available at the time the unauthorized commitment was committed.

5-5. Authorization to Formalize. Authority to formalize unauthorized commitments is set forth in FAR 1.602-3. Exercise authority after a thorough investigation of the case and where there is sufficient justification for relieving personnel of the obligations they incur. Procedures for processing unauthorized commitments are explained in Appendix B.

5-6. Authorized Representatives. Personnel whose duties may require contact and discussions with suppliers and contractors have no authority to obligate or commit the government contractually and will not authorize contracts or direct changes in work, under contracts which may change the contractual terms thereof or result in claims against the government. Only contracting officers and their duly authorized representatives, acting within their authority, are authorized to commit the government

with respect to award of contracts. Unauthorized discussions and commitments may place the Department of the Army in the position of not acting in good faith. Unauthorized personnel must refrain from making any commitment or promise, to suppliers or contractors, relating to award of contracts. Do not make a representation that could be misconstrued as such a commitment.

Chapter 6
Responsibilities

6-1. Directorate of Contracting (DOC). Will contract only for Base Operations Support (BASOPS) requirements, IT requirements, requirements up to the Simplified Acquisition Threshold (SAT), and IT maintenance.

6-2. Contracting Officer. The Director of Contracting is responsible for the performance of the acquisition mission within the jurisdiction of the Installation Commander, Fort Sill. To fulfill this mission, higher headquarters has delegated contracting officer authority, by Certificate of Appointment, to certain individuals within the Directorate of Contracting. Limitations of their authority are specified in the individual's Certificate of Appointment. The authority of contracting officer is as authorized by law, the Federal Acquisition Regulation (FAR), Defense FAR Supplement (DFARS), the Army FAR Supplement (AFARS), and activity Acquisition Instructions (AI's). Contracting officer's are responsible for–

a. Safeguarding the interests of the United States in contractual matters.

b. Preparing Invitations for Bids (IFB), Requests for Proposals (RFP), Requests for Quotations (RFQ), and adequacy of bid circulation.

c. Providing assistance to personnel, with a bona-fide need to know, in the development of the Performance Work Statement (PWS) and specifications.

d. Determining small business size standards, making determinations regarding set asides for small businesses, and allowing small business and small disadvantaged business concerns an equal opportunity to participate in government business.

e. Determining reasonability of price.

f. Executing and administering contracts.

g. Verifying facts relating to contracts.

h. Monitoring contractor compliance with terms in respective contracts.

i. Ensuring legal, technical, and administrative sufficiency of any contract executed.

j. Obtaining legal and technical advice and assistance on contractual matters.

k. Making necessary determinations and findings, justifications, reports, assigning priority ratings, and awarding contracts.

l. Terminating contracts for failure to perform, for cause, or for the convenience of the government.

m. Executing modifications.

n. Identifying responsive bids and responsible contractors.

o. Advising contractors and potential suppliers of governmental requirements and actions.

p. Obtaining pricing and availability information.

q. Coordinating pre-award surveys and post-award orientations of contractors.

r. Organizing pre-construction and pre-bid conferences with potential contractors, subcontractors, activity directors, Safety Officer, Fire Marshal, Provost Marshal, and Preventative Medicine, as appropriate.

s. Making investigations and decisions on disputes, complaints, and claims filed, by the contractor, against the government, and preparing findings of fact and reports for appeals.

t. Reporting acquisition matters to higher headquarters as required.

u. Initiating follow-up action with vendors. DOC will not perform follow-up on orders that are over 90 days past due unless the supporting supply activity has performed a research to determine that delivery has not been made.

v. Conducting negotiations.

w. Assisting contractors and customers in the use of Wide Area Workflow (WAWF) electronic invoicing, or process GPC payment, as required.

6-3. Staff Judge Advocate. Staff Judge Advocate is responsible for –

a. Providing legal advice and assistance, to the contracting officer, on contractual matters.

b. Reviewing and concurring, in written determinations and findings, which relate to contracts and modifications, in amounts of $500,000, or more and determinations and findings, for other than full and open competition acquisitions, in excess of $500,000.

c. Verifying the legal sufficiency of Requests for Proposals and Invitations for Bids, that will result in contracts of $500,000 or more.

d. Determining the legal sufficiency of Requests for Proposals and Invitations for Bids, that will result in contracts less than $500,000, to the extent consistent with the availability of legal counsel.

e. Serving as a member of the Solicitation Review Board or Contract Review Board.

f. Serving as a member of a negotiation team.

g. Serving as advisor to any source selection evaluation board.

h. Managing the oversight, and operation of the procurement fraud program and the decision-making authority, on how to handle a procurement fraud case, at the installation level.

i. Training in procurement fraud is mandatory for all organizational elements involved in procurement activities, as required by DA regulations.

j. SJA is the Procurement Fraud Advisor responsible for oversight and training.

6-4. Supporting Supply Activity. The Supporting Supply Activity or the activity requesting the local purchase is responsible for–

a. Determining the items of supply authorized for local purchase. The quantities required must be realistic and, in the case of recurring requirements, based on actual known previous year's requirements. Submit recurring requirements with updated specifications.

b. Confirming the local purchase authority and citing source(s) in the purchase request.

c. Furnishing the contracting officer a written justification to waiver the use of a Federal Supply Schedule when–

(1) Similar items are available from GSA Supply Catalogs or Federal Supply Schedules, but will not serve the purpose.

(2) Required delivery time cannot be met.

d. Preparing an automated purchase request for local purchase items, ensuring that–

(1) Information is submitted through PRWeb and forwarded to DOC.

(2) Local purchase authority is cited.

(3) Any required waivers and supporting data are attached. Include any requirements for information technology, required by DOIM. DOC will return purchase requests received without supporting data.

(4) A realistic delivery date, cited as a specific calendar date, is included. Do not use a priority designator alone for this purpose. The may issue contractual documents that provide for delivery up to 30 days beyond the specified delivery date unless the purchase request specifically limits such action.

(5) A valid place for delivery is included showing name of organization, building number/room number, street address, city, state, zip code, and name of point of contact and telephone number at delivery site. Include position title of person responsible for completing the receiving report. Ensure this person receives a copy of the contract.

(6) DD Form 254 (if required) is completed and enclosed with the purchase request. http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage51.html

(7) Coordination of security requirements is made with DPTMS Security Division prior to submission to DOC. DPTMS Security Division must review the proposed DD Form 254, as part of the coordination process and bring security requirements to the attention of the contracting officer.

(8) The purchase description is complete and accurate. List complete federal item identification. The federal item identification is in federal supply catalogs. This description must include the National Stock Number (NSN), federal item name, federal and military specifications, if applicable, and additional descriptive data to portray the essential characteristics of the item. Include the end item's manufacturer name, make and model, when ordering repair or replacement parts. DOC will return purchase requests without this information.

(9) An available source of supply is furnished to the maximum extent possible. Whenever the commercial source is not known, the manufacturer's name, and address or the brand name will suffice.

(10) Funds are available as well as completed fund cites with amounts are included. The routing template in PRWeb will be used to identify the certifying and approving officials.

(11) The following statement is in the purchase request when requesting any resultant contract for chemicals, products containing chemicals, or mixtures of chemicals: "Two copies of Material Safety Data Sheets, OSHA Form 20 or equivalent, are required to accompany the shipment of each chemical product or mixture of

chemicals listed." Using activity retains one copy and furnishes one copy to MEDDAC Preventative Medicine Activity.

(12) Assisting in the administration of the contract. Activities shall not submit a requirement to DOC for which technical assistance is not available.

(13) Inspecting, receiving, and certifying receipt of supplies and services in a timely manner, to preclude the loss of any prompt payment discounts, offered by the contractor. Process receiving reports in WAWF as required. If WAWF is not used as the payment processing method, forward one copy of the receiving report to DOC.

(14) Preparing and distributing receiving reports on, both purchase orders and contracts, in accordance with the Prompt Payment Act and DFAS-IN Reg. 37-1. Delivery tickets against a blanket purchase agreement, used in lieu of a receiving report, will contain the information outlined in the blanket purchase agreement.

(15) Providing factual data in support of any contractual action, as required by the contracting officer, to include documentation supporting rationale, documentation for inclusion of options in service contracts and documentation supporting the determination that exercise of an option is/is not in the government's best interest. The activity will justify in writing the use of options (e.g., substantial start-up or phase-in costs, continuity of operations, anticipated need for similar service, beyond the first contract period, etc.) IAW FAR, DFARS, and AFARS 17.2.

(16) Notifying the contracting officer of non-receipt of supplies and services for contracts and, within 30 calendar days after expiration of delivery due date, on purchase orders and delivery orders.

(17) Providing technical advice and assistance, as required.

(18) Serving as a member of the Solicitation Review Board and Contract Review Board, as requested.

(19) Obtaining a formal review by Preventive Medicine, of specifications or work statements, having environmental health or occupational health impact, and attach evidence of the review to PR&C, preferably by attaching it to the PR in PRWeb. If consideration of environmental health or occupational health is not necessary, the project manager will sign a statement to that effect and included with the PR&C. Policy and procedure is set forth in Appendix C.

(20) Reviewing existing commercial activities contracts IAW Fort Sill Reg. 5-1.

(21) IAW Army Policy Memorandum on the proper use of Non-Department of Defense (DoD) Contracts, (See OASA (ALT) website at https://www.alt.army.mil/ portal/ page/portal/ oasaalt/documents/armypolicyuseofnon-dodcontracts.pdf (Army Policy on Proper use of Non-DOD Contracts). Provide a written certification IAW Enclosure 2 to the Army Policy Memorandum at

https://www.alt.army.mil/portal/page/portal/oasaalt/documents/encl to non-DoD contract memo.doc.

(22) Obtain approvals for initiation/continuation of contracts for service personnel IAW Secretary of the Army Memo dated 23 Feb 06, subject: Army Policy for Civilian Hiring and Initiation/Continuation of Contracts for Service Personnel.

(23) Obtain approval for utilization of government owned office space for contracts requiring the commitment of installation space, (land or facilities) utility or services to contractor employees, and requests are to be reviewed by DPW Master Planning Division and approved by Garrison Commander IAW the CG Policy Memo 09-14, dated 26 August 2009.

6-5. Veterinarian. The Veterinarian is responsible for inspecting subsistence items delivered.

6-6. Defense Finance and Accounting Service (DFAS). DFAS is responsible for–

a. Timely payment of accounts, after receipt of required documentation at DFAS.

b. Notifying the contracting officer of non-receipt of invoices.

6-7. Requesting Activity. The requesting activity will coordinate with Resource Management Office (RMO) to obtain in-house cost analysis and review of any proposed commercial activity contract, modification or option prior to submitting to DOC. The requesting activity will also furnish DOC an Independent Government Estimate (IGE) when submitting PR&C. Before submitting a purchase request for services to DOC, requesting activities will ensure applicable responsibilities, outlined in paragraph 8d of this regulation are accomplished.

Chapter 7
Delegation of Authority

7-1. Contracting Officer's Representative (COR). Every contract/purchase order/ delivery order over $2,500 will be supported by a COR appointment (in compliance with Internal Review Audit-IMWE-SIL-IR-08-15). The COR submits the statement of qualifications with the contractual requirement. Qualifications include successful completion of an ACC approved course or equivalent training. Other factors to consider when nominating a candidate are –

a. Knowledge of the government's contractual process.

(1) Familiarity with pertinent contractual topics (e.g., changes and non-excusable delays in contract performance).

(2) Previous on-the-job training or experience as a COR.

(3) Ability to analyze, interpret, and evaluate, the factors involved in contract administration.

(4) Ability to exercise mature judgment.

(5) Evidence of high standards of character and ethics.

(6) Knowledge of the product or service under contract.

(7) Authority and limitations.

b. A COR will be responsible for knowing the limitations of his/her appointment and the general responsibilities in–

(1) Joint Ethics Regulation (JER) 5500.7-R.

(2) Federal Acquisition Regulation (FAR).

(3) Defense FAR Supplement (DFARS).

(4) Army FAR Supplement (AFARS).

(5) ACC Acquisition Instruction (AI).

c. In addition to the responsibilities identified in a. (1) above, the COR will–

(1) Review each contract upon assignment.

(2) Review and become familiar with the contractor's progress schedule.

(3) At the end of each contract period and upon completion of the contract, prepare a contractor's performance evaluation report. This evaluation must be complete, accurate, and factual. The contract file must support any derogatory statement made on the contractor's performance evaluation. Exercise care in preparation of this evaluation, since it will be used in making contractor responsibility determinations.

d. Provide the appointing contracting officer, a complete file of all COR transactions, upon completion of the contract.

7-2. Ordering Officers. The Director of Contracting is delegated the authority to select and appoint ordering officers; when it is determined that such appointments will best serve the needs of the government in a particular situation. The Director of Contracting will appoint ordering officers in writing. The letter of appointment will contain the

specific authorities, limitations, and duties applicable to the particular appointment. Ordering officers are directly responsible to the Director of Contracting. The appointing authority may rescind appointments at any time, by written notice. DOC will conduct inspections of ordering officer activities in compliance with acquisition regulations. Ordering officers have no authority, under their appointment, to sign receipts for items purchased. Activities will not decentralize the acquisition function by the indiscriminate appointment of ordering officers.

7-3. Quality Assurance Evaluators (QAE's). The functional activity will appoint a qualified person to serve as QAE on a respective contract and will submit the name and position title to the contracting officer.

Chapter 8
Advance Acquisition Planning

8-1. Advance Acquisition Planning. To facilitate timely and competitive acquisition, is a command responsibility. Requiring activities will submit purchase requests sufficiently in advance of the required delivery date, in order to provide the contracting officer adequate time to develop a solicitation, which will express the government's requirements. DOC will prepare solicitations concisely, consistent in language, and with sufficient time to permit thorough evaluation of resulting responses.

8-2. Submitting A Contractual Requirement. The requesting activity shall coordinate any new or unusual requirement with the Director of Contracting before submitting a contractual requirement. Each contractual requirement shall contain a brief description of the item or service, accompanied by the estimated cost, and a request for a procurement acceptance date to facilitate meeting the acquisition lead-time, set forth in Appendix D.

a. Discuss acquisition lead-time with requesting activities during the acquisition planning stage. Due to varied administrative requirements of each contractual action, the use of a standard acquisition lead-time is not feasible.

b. In the submission of proposed contractual requirements, the indicated acquisition lead-time in Appendix D should be used as a guide in scheduling the acquisition.

c. To further the refinement of the contractual package, the contracting officer will provide the requesting activity, for information and review –

1. One copy of the solicitation concurrent with distribution to prospective offerors.

2. Report any errors or omissions noted to the contracting officer for correction, within 5 workdays after the issue date.

8-3. Provide Sufficient Bidding Time On Solicitations. Time needs to be consistent

with the needs of the government, to allow bidders an adequate opportunity to prepare and submit their bids.

8-4. Annual Requirements For Maintenance. You can contract annual requirements for maintenance of tools and facilities (e.g., custodial, refuse collection, grass cutting, building and grounds maintenance, security, and fire protection) to cover any 12-month period, without regard to fiscal year. You may obligate funds for the total amount of the contract period, chargeable to the appropriation current at the time performance is to begin, or funded with current and succeeding fiscal year OMA funds. You may fund service contracts authorized by statute to cross fiscal years on a fiscal year basis, provided the requesting activity furnishes a statement that the services are severable in nature. Submit requirements for these contracts to the DOC IAW Appendix E of this regulation.

8-5. Annual Requirements For Operation. Annual requirements for operation, maintenance and continuing services (such as rentals, utilities, and dining facility services) which are funded by annual appropriations –

a. Are necessary for normal operations.

b. Are required promptly at the beginning of a new fiscal year.

c. All requirements in which Congress consistently appropriates funds, shall arrive at the DOC, no later than the due date specified in Appendix E of this regulation.

8-6. Annual Requirements. Annual requirements, for which you cannot determine precise quantities in advance, must arrive at DOC at least 90 days prior to the beginning of the desired contract period. DOC will not process requirements contracts during the 4th quarter of the fiscal year; therefore, submit requirements before the month of April in order to be awarded in the 4th quarter.

8-7. Recurring Requirements. You may submit the above types of recurring requirements earlier than the specified times. However, should the requirement not arrive at DOC by the date shown in Appendix E, submit a memorandum explaining reasons for the late submission, through the Chief of Staff, stating the measures taken to prevent any future recurrence.

8-8. Requirements For Service Contracts. Requirements for service contracts must include wage rates from the Department of Labor. Provide the following information, with the purchase request, in order to obtain current wage rates via an on-line DoD-wide subscription service on the Internet.

a. A brief description of the services to be performed.

b. Class and number of service employees estimated to perform requirements, with a brief job description of each class (e.g., custodian – two (2) ea. laborer – six (6)

ea., truck driver, semi, – one (1) ea.).

8-9. Office Equipment Rentals. Requirements for rentals of office machines and requirements for maintenance agreements must be in DOC, no later than 90 days prior to the end of the fiscal year. The Director of Contracting must approve requirements submitted after 1 August.

8-10. End of Year Cut-off Timelines. The approach of the end of the fiscal year requires activities to be particularly aware of the following cutoffs –

a. Forward service requirements, in excess of $100,000, to DOC, NLT 1 June.

b. Forward construction requirements in excess of 100,000,000, to DOC, NLT 1 June.

c. Forward service requirements costing between $2,500 and $100,000, to DOC, NLT 29 June.

d. Forward construction requirements costing between $2,000 and $1,000,000, to DOC, NLT 29 June.

e. Forward all FY maintenance & service, and services requirements to DOC (submit through PR Web), NLT 29 June.

f. Forward all supply-type requirements not available under GSA and $100.000, or more to DOC, NLT 29 Jun.

g. Forward all TOC projects over $100,000, to DOC, NLT 29 Jun.

h. Forward medical equipment and supplies purchases – Open Market requests under $25,000, to DOC NLT 24 Jul.

i. Forward requests for delivery orders for ADPE/software (requirement contracts) to DOIM by 28 Jul (forwarded to DOC by – 1 Aug).

j. Forward requirements for in-scope contract mods to DOC, NLT, 1 Aug.

k. Submit all other requirements through 1 Aug. DOC will process requirements submitted after the first of August, as time permits.

l. The Director of Contracting must approve emergency requirements requiring action after the deadlines mentioned above.

Chapter 9
Performance Work Statements (PWS), Specifications, Plans, and Drawings

9-1. Requiring Activities. Requiring activities are responsible for stating requirements, with respect to an acquisition of supplies or services, in terms of; functions to be performed, performance required, or essential physical characteristics. Define requirements in terms that enable and encourage offerors to supply commercial items, or if commercial items are not available, non-developmental items. Provide electronic copies of PWS for service requirements, specifications for construction requirements, and specifications for supply items suitable for printing. These descriptions will include the federal supply code and federal and military specifications, if applicable. When federal or military specifications are cited, amendments or revisions thereof, applicable to the acquisition, should be identified and include the dates thereof. Furnish clear and legible drawings and data in sufficient quantities. DOC will return for correction; purchase requests that contain items not properly described and identified. Activities are encouraged to perform market research to help describe commercial item requirements.

9-2. Federal And Military Specifications. Many federal and military specifications cover several grades or types, and provide for several options. When such specifications are used, state the grade or types desired in the purchase description. Include the National Stock Number (NSN), item name, and sufficient additional descriptive data; to establish the essential characteristics, and provide the unique character and composition of the item.

9-3. Requiring Activities. Requiring Activities will ensure that –

a. Drawings are consistent with the specifications.

b. Specifications and standards incorporated by reference are kept to a minimum, and references to specifications and standards without significance are omitted.

c. Special provisions and specifications do not include subject matter addressed, or in conflict with, the FAR, DFARS, and AFARS clauses.

d. Unsupported restrictive specifications or performance work statement standards are not used.

e. Requirements described in the solicitation are complete and not ambiguous.

f. Only the minimum needs of the government are requested.

g. An Independent Government Estimate (IGE), with the purchase request, is prepared and submitted to DOC. Prepare the IGE, including the value, in as much detail as if the government were competing for the contract. Once prepared, the estimate serves as a basis for evaluating the reasonableness of bids or offers. Include with the government estimate; a statement, by the preparing official, describing the basis used for developing the estimate and its reliability. Designate government estimate with "FOR OFFICIAL USE ONLY" (FOUO).

h. Prepare a PWS, IAW the guidance described in the Office of Federal Procurement Policy (OFPP) Pamphlet Number 4, or FAR Part 37; and submit one for each service contract requirement. The required format is explained in Appendix F.

i. Conduct market research prior to submitting the requirement to DOC. Market research involves obtaining information specific to the item being acquired and includes facts summarized in Appendix G. Forward results of the market research to DOC, along with the purchase request.

j. Use of brand name or equal as the minimum acceptable purchase description requires submittal of the following:

k. The description will identify the salient characteristics of the referenced brand(s) essential to meet the minimum needs of the government. These will include, but are not limited to, the model, make, or catalog number (for each brand name product referenced), the identity of the commercial catalog in which it appears, and the name and address of the manufacturer, producer, or distributor of each brand name product referenced.

(1) Furnish information concerning efforts made to identify additional acceptable brands, when only one brand name is cited.

(2) A statement that the requesting activity can provide to the contracting officer for technical assistance, to determine whether items offered are equal to the referenced brand(s).

9-4. Construction. In this regulation construction means, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property. The purchase request for construction-type work, estimated to exceed $2,000 will include –

a. Specifications, plans, and drawings, if any, in sufficient copies to make distribution with the solicitation.

b. Name, position title, and qualifications of any individual recommended to be appointed as QAE.

c. A government estimate if the anticipated cost is $100,000 or more. Prepare a detailed IGE of construction cost from the plans and specifications for each proposed contract and modification thereto anticipated to cost $100,000 or more. The contracting officer may require the preparation of a detailed IGE when the anticipated cost is less than $100,000. Designate the government estimate as "FOR OFFICIAL USE ONLY." Remove this designation after bids have been read and recorded.

d. Process construction requirements over $2,000 electronically, or use sealed

bidding procedures. Response time for electronic construction procurements is a minimum of 10 days; when using sealed bidding procedures it is a minimum of 30 days. Requirements reserved with the Small Business Administration (SBA) may allow a longer response time.

Chapter 10
Change Orders and Supplemental Agreements

In the event it becomes necessary to make a change in a contract, the requiring activity will prepare specifications, an itemized cost estimate of the work involved, recommended time extensions beyond the contract period, and forward them to the contracting officer. The contracting officer will determine whether the proposed change is within the scope of the contract; or whether the work will be accomplished by issuance of a new contract. The contracting officer will advise the requiring activity if a new contract is required. If the proposed work can be properly accomplished by a supplemental agreement; the contracting officer will advise the contractor of the additional requirements and request to have a proposal furnished. If a change results in an increase to the contract price, submit additional funds on a memorandum signed by a fund certifying official in the requiring activity.

Chapter 11
Sole Source Acquisitions

Activities initiating requirements for sole source acquisitions must include a complete justification and information stating actions taken to preclude future non-competitive acquisitions. Because SJA requires review and approval of requirements at a level above the contracting officer; submit contemplated sole source acquisitions to DOC with a 30 calendar-day lead-time, in addition to any other established submission time frames. The justification must include the following:

a. The installation or activity requesting the sole source procurement.

b. A description of the supply or service.

c. Estimated quantities or level of effort.

d. When delivery is required or period of performance.

e. Name and address of sole source company.

f. Specific and detailed justification why supplies/service can only be procured from one source.

g. If the supply/service has been previously procured and from whom.

h. Impact if approval is not granted.

i. Specify actions taken, allowing for competitive follow-on procurements.

j. Certification by customer, to factual accuracy of information provided.

k. Procedures to develop sole source acquisition justification are in Appendix H.

Chapter 12
Interdepartmental and Coordinated Acquisition.

12-1. Program Functions.

a. Purchases against federal supply contracts issued by GSA.

b. Services for repair and refinishing from GSA sources.

c. Acquisitions made through the Federal Supply Service Consolidated Purchasing Program, of centrally managed items covered by interagency assignment to GSA.

d. (Acquisitions from schedule of products made in federal penal and corrections institutions.

e. The schedule of products made by the National Industries for the Blind.

f. Acquisition of printing and related supplies.

g. Acquisition of services from the National Industries for the Severely Handicapped (NISH).

12-2. The GSA supply catalog is the primary source for those items stocked.

a. Normally, when more than one offer is available from a federal supply schedule, choose the offer affording the government the best value. A customer may request purchase of a particular make, model, or brand name item, by providing the contracting officer with a written justification, supporting the selection of such items.

b. GSA also conducts the National Buy Program and it is mandatory for centrally managed items covered by DLA-GSA interagency purchase assignments. Include a waiver from the appropriate DLA-GSA agency, with purchase requests submitted to DOC for an otherwise centrally managed item.

c. Purchase supplies listed by the Federal Prison Industries (FPI), Inc., from the federal prison, IAW established policies and procedures in FAR Part 8.6, or obtain clearance for purchase from another source. Supplies manufactured and services performed by FPI are listed in the FPI schedule, which can be accessed at:

http://www.unicor.gov.

d. Purchase services identified by the National Industries for the Severely Handicapped as available through their agency, IAW established policies and procedures in FAR Part 8.7, or obtain clearance for purchase from another source. Purchase items listed in the schedule of blind-made products from the National Industries for the Blind. The committee for purchase from people who are blind or severely disabled maintains a procurement list of all supplies and services required to be purchased from Ability One participating agencies. Their procurement list may be accessed at: http://www.abilityone.gov/jwod/p-and-s/downloads.asp. Exceptions are items listed in both the Federal Prison Catalog and the Blind-Made Products Schedule; purchase these items from the FPI.

Chapter 13
Items of Foreign Origin

13-1. Acquisition Requirements. Acquisitions involving items of foreign origin require approval and a signed determination of non-availability, relative to the Buy American Act. Requests must include, at a minimum, the following information:

a. A complete description of the item, including unit of issue, quantity, and intended use.

b. The actual or estimated cost, including transportation to destination, and any applicable duty.

c. The country of origin.

d. The name and address of the proposed contractor.

e. A statement of facts clearly establishing the non-availability of domestic source end products, together with a listing of performance requirements. Include characteristics of the foreign end product not available in a domestic source end product that are essential to the government.

f. A statement giving reasons why the requirements cannot be foregone, the impact upon the military operation should the foreign end products not be purchased, and whether the purchase is for a one-time or recurring requirement.

Chapter 14
Emergency Acquisition after Duty Hours.

In the event of an emergency requirement, necessitating acquisition of supplies or services from a commercial source; contact the Director of Contracting, or his/her designated representative; prior to initiating any action that would financially obligate the government. This policy applies to supply and service requirements that would

normally be sent to DOC for action. This procedure is required to prevent unauthorized after-the-fact acquisitions. After duty hours, you can contact acquisition personnel via the Field Officer of the Day.

Chapter 15
Unauthorized Acquisition Actions.

Military and civilian personnel associated with the development of requirements that may require acquisition support, are cautioned not to contact prospective suppliers for any purpose, unless authorized to do so by the contracting officer. This caution applies to obtaining availability and pricing information prior to submission of a purchase request, and when accepting services or supplies before a valid contract has been executed. In addition, where unauthorized actions are taken in advance of fund availability, or where a supplier is encouraged or permitted to work in the absence of funds; a violation of 31 U.S.C. 1341 (a) may result and subject the violator to criminal penalties.

Chapter 16
Administration of Service Contracts. Government personnel responsible for the administration of service contracts will ensure that –

a. Government personnel do not assign work to, or prepare work schedules for contractor employees during performance of the contract. This does not preclude government representatives from scheduling tasks identified in the contract.

b. Government personnel do not supervise or give the appearance of supervising the work of contract employees; either directly or indirectly. The authorized line of communication for contract enforcement is from the authorized government representative, to the contractor's designated administrator or project manager.

c. Government personnel do not specify assignment of contractor employees by name to tasks, when the contract provides for performance of more than one task.

d. Government personnel are not used interchangeably to perform the same functions. This does not preclude training of government personnel in contractor-operated facilities for intermittent periods.

e. Contractor employees are not integrated into the government's organizational structure, or placed in a position of providing supervision to government employees.

f. Contractor employees are not placed in positions that require or permit the contract employees to exercise discretion on behalf of the government.

Chapter 17
Unsolicited Proposals

Activities will refrain from soliciting proposals from industry in any manner that might give one company an advantage over another; or from releasing information that could be construed as an invitation to submit a proposal, covering subject matter in which a company thinks the government might be interested. The government encourages prospective contractors to disclose ideas they have originated or developed. Due to the sensitivity of the data in an unsolicited proposal, any such proposal received by government personnel, will be sent immediately to the Director of Contracting.

Chapter 18
Vendor Demonstrations, On-Site Demonstrations, and Briefings.

The interchange of technical information between contractors and government personnel is facilitated by demonstrations, on-site demonstrations, and briefings. Government personnel are able to update their knowledge, become familiar with the latest "state of the art" in technology, goods, and services, and gauge the industry's ability to meet government needs. Prior to any presentation, briefing, demonstration, product display, or "free" vendor service; the requiring activity shall complete a Vendor Demonstration/Product Display/Agreement, NLT 10 working days prior to the demonstration, product display, or performance of the vendor service, and forward it to DOC. A sample Vendor Demonstration/Product Display/Agreement is provided at Appendix I.

Chapter 19
Acquisition of Information Technology (IT) Equipment (IT and Supporting Software, Maintenance and Services, Office Automation) and Administration Systems.

a. Submission of Purchase Request and Commitment.

(1) Send information system, information system equipment, or information service acquisition packages to DOIM for authentication and forwarding to the appropriate acquisition office. Fort Sill Memorandum 25-72, contains acquisition package documentation requirements (http://sill-www.army.mil/doim/FS_Pubs/_Memos/25-72.htm). Obtain approvals required by AR 25-1, prior to contracting for IT resources and retain them in the contract file.

(2) Coordinate items, to be acquired by tenant organizations, with the host installation DOIM.

b. Availability of Funds. Each purchase request submitted will include local purchase authority, accounting and appropriation data, adequate funds properly certified, and expiration date of funds. DOC will hold award until sufficient funds are made available; in the event the funds certified on the purchase request are inadequate. Use OPA funds to purchase only those components with a unit cost of $15,000, or more.

Chapter 20

Purchase Card (GPC) Program. The government's commercial purchase card program is outlined in Appendix J. DOC has responsibility for implementation and administration of the program at the installation level. Purchases of IT with the GPC are authorized IAW DOIM's policies and procedures.

Appendix A
References

Section I
Required Publications

FAR
Federal Acquisition Regulation

FAC
Federal Acquisition Circulars

DFARS
Defense FAR Supplement

DAC
Defense Acquisition Circulars

AFARS
Army FAR Supplement

ACC
Army Contracting Command

AI
Acquisition Instruction

Federal Acquisition Streamlining Act of 1994

Office of Federal Procurement Policy (OFPP) Pamphlet 4, Contracting Officer's Representative (COR) Handbook

Secretary of the Army Memorandum, 23 February 2006, subject: Army Policy for Civilian Hiring and Initiation/Continuation of Contracts for Service Personnel

Secretary of the Army Policy Memorandum, 12 July 2005, subject: Proper Use of Non-DoD Contracts

Title 10, US Code, Section 2377

USAFACFS Reg. 725-1, Supply Procedures

Section II
Related Publications

29 CFR, Part 1910, Occupational Safety and Health Standards.

31 USC 1341(a), Limitations on Expending and Obligating Amounts

AR 25-1, Army Knowledge, Management, and Information Technology

AR 40-5, Preventive Medicine

AR 710-2, Supply Policy Below the National Level, Chapter 4-16

Army Memo dated 23 Feb 06, Army Policy for Civilian Hiring and Initiation/Continuation of Contracts for Service Personnel

41 U.S.C. 10a–10d, Buy American Act

DFAS IN Reg. 37-1, Finance & Accounting Implementation

DoD 5500.7-R, Joint Ethics Regulation

Federal Acquisition Streamlining Act

Federal Prison Industries (FPI) Schedule

Fort Sill Memorandum 25-72, Information Technology Procurement Procedures

Internal Revenue Audit-IMWE-SIL-IR-08-15

MIL-STD-105E, Sampling Procedures and Tables for Inspection by Attributes

National Industries for the Severely Handicapped (NISH) Schedule,

Service Consolidated Purchasing Program

Title 10, U.S.C. Section 2377, Preference for Acquisition of Commercial Items

Federal Property Management Regulations.

Section III
Prescribed Forms

DD Form 254 (Contract Security Classification Specification)

DD Form 577 (Signature Card)

DA Form 3953 (Purchase Request and Commitment)

Request for Approval of Unauthorized Commitment

Section IV
Referenced Forms

OSHA Form 20, Material Safety Data Sheets

APPENDIX B
PROCESSING UNAUTHORIZED COMMITMENTS

Section I
Procedures

a. The individual making the unauthorized commitment will forward to his/her commander or agency head (or senior staff officer designated for this purpose) documentation concerning the transaction, which will include–

(1) A statement signed by the individual describing the circumstances, why normal procurement procedures were not followed; what bona fide government requirement necessitated the commitment, whether any benefit was received, its value, and any other pertinent facts.

(2) Other relevant documents including orders, invoices, or other documentary evidence of the transaction.

b. The commander or agency head will personally endorse the documentation described in a. above. The endorsement will–

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

(2) Outline measures taken to prevent a recurrence of unauthorized commitments; including a description of any disciplinary action (to be) taken under DoD 5500.7-R, Joint Ethics Regulation, or other applicable authority.

(3) Provide a complete purchase description and funding document, PR&C through PRWeb for the purchase action. The funding document will include a statement that funds were available at the time the unauthorized commitment was made.

c. Forward the above documentation to the Director of Contracting, who will then assign the action to a contracting officer for processing. The responsible contracting officer will–

(1) Prepare a letter to the firm involved stating that an unauthorized commitment occurred, the item or service was provided by the firm without authorization by an individual authorized to enter into the agreement on behalf of the government, and that this should not be repeated in the future.

(2) Review and determine the adequacy of facts, records, documents furnished, and obtain any additional material required.

(3) Obtain an opinion from legal counsel as to whether the acquisition is ratifiable

or whether the matter should be processed under FAR Part 50 and DFARS Part 250 (Public Law 85-804), as a GAO claim, or recommend other appropriate disposition.

(4) Determine whether the price involved is considered fair and reasonable.

(5) Verify that sufficient funds are available to pay for the acquisition and were available at the time the unauthorized commitment was made.

(6) Prepare a summary statement of facts, addressing the foregoing, to include a recommendation as to whether the transaction should be ratified, and specific reasons to justify request. Advice against ratification will include a recommendation as to whether the matter needs to be processed under FAR Part 50 and DFARS Part 250 (Public Law 85-804), as a GAO claim, or in some other appropriate way.

d. Upon receipt and review of the complete file, the individual responsible for approving the ratification may approve the ratification, if the individual deems it in the best interest of the government, or direct other disposition, as appropriate. DOC will process for payment acquisitions that have been approved for ratification.

e. The Director of Contracting will request in writing, to the Principal Assistant Responsible for Contracting (PARC), approval of any action greater than $10,000; with the concurrence of the commander of the individual whose action resulted in the need for ratification. The request will include the contracting officer's determinations and a legal review.

f. For ratification actions greater than $100,000, the Director of Contracting will submit a written request through the PARC, to the Head of the Contracting Agency (HCA), Contract Policy and Support Directorate (ATTN: SFCA-CO). All requests will be accompanied by the concurrence of the commander of the individual whose action resulted in the need for ratification. The request will also include the contracting officer's determinations and a legal review. The PARC will review and forward the request with PARC recommendations.

g. Request for Approval of Unauthorized Commitment form must be completed for all unauthorized commitments. This ratification approval form requires an explanation of why normal procurement procedures were not followed and the corrective/disciplinary action taken. This form can be accessed from the Fort Sill Intranet.

Appendix C
HEALTH SERVICES REVIEW PROCEDURE

C-1. PURPOSE. To incorporate provisions for health and environmental considerations consistent with public law, Army regulations, and any other applicable regulatory requirements in solicitations prepared by DOC.

C-2. SCOPE. MEDDAC, Preventive Medicine will review solicitations, prepared by DOC, that have an environmental health or occupational health impact. Such solicitations include, but are not limited to, supplies and services acquired by contractual action for–

a. Solid waste collection and disposal (to include hazardous materials).

b. Food service to include kitchen police (KP) services.

c. Installation housing.

d. Medical treatment facility services.

e. Potable water and supply systems.

f. Waste water disposal and treatment systems.

g. Air pollution control.

h. Noise control.

i. Air conditioning and ventilation.

j. Pest control and pesticide use.

k. Child care facilities.

l. Swimming pools.

m. Petroleum products storage and use.

n. Renovation/construction of all buildings.

o. Hazardous waste/material.

C-3. POLICIES.

a. The Directorate of Contracting retains overall authority and responsibility for the development and administration of contracts. Incorporation of environmental health and occupational health aspects remain the requiring activity's responsibility, as part of the contract development process.

b. MEDDAC, Preventive Medicine will provide technical, preventive medical advice, as requested.

c. MEDDAC, Preventive Medicine will review those projects that have an environmental health or occupational health consideration IAW procedures herein.

C-4. RESPONSIBILITIES.

a. Preventive Medicine will–

(1) Review proposed projects to determine the potential for environmental and occupational health impact. Advise the requiring activity of those projects that have such impact. Review performance work statements/specifications for those projects having environmental and occupational health impact and recommend changes. Preventive Medicine will provide results of the review to the requesting activity. Change performance work statements and specifications, accordingly.

(2) Participate, as appropriate, in concept meetings, pre-work meetings and project inspections, once an environmental health or occupational health impact has been determined.

(3) Provide review and comments to the requesting activity, in a timely manner. Clearly define comments as either required or recommended. The comments will include alternative corrective actions.

(4) Inform the contracting officer or project inspector, in writing, when applicable, of deficiencies found during inspections. Perform periodic inspections of services as required by AR 40-5.

(5) Inform DOC, in a timely manner, which contracted services require Preventive Medicine review; to ensure a thorough medical technical review, compatible with the project development price and schedule, can be conducted.

b. Requesting activity will–

(1) Furnish Preventive Medicine, at the beginning of the fiscal year, a list of proposed projects to determine whether any have environmental health or occupational health impact. Preventive Medicine will advise the requiring activity of those projects that have such impact. A statement will accompany the PR&C, submitted to DOC,

indicating whether the project was reviewed by Preventive Medicine, or that a review was not necessary.

(2) Provide information to Preventive Medicine, in a timely manner, so that a thorough medical technical review can be conducted, that is compatible with the project development price and schedule.

c. DOC will–

(1) Require Preventive Medicine coordination for requirements stated in C-2.

(2) Invite Preventive Medicine to participate in appropriate pre-award conferences, concept meetings, review sessions, pre-work meetings, and inspections of on-going work; when it has been determined that an environmental health/occupational health consideration exists.

(3) Provide Preventive Medicine with the name, phone number, and location of the COR or project inspector; for contracted services, which require preventive medicine surveillance, as evidenced by the performance work statement/specifications and subsequent review prior to submission to DOC.

(4) Implement recommendations, from Preventive Medicine, to correct deficiencies noted during surveillance.

APPENDIX D
ACQUISITION LEAD-TIME STANDARDS

These standards do not apply to the annual recurring contracts listed in Appendix .E.

Simplified acquisition – under $2,500	10 days
Simplified acquisition – from $2,500 to $100,000	30 days
Sealed Bidding – over $100,000	**90 days
Negotiated – over $100,000	120 days

****THIS TIME DOES NOT INCLUDE CONTRACT START-UP TIME, WHICH VARIES BASED UPON CONTRACT REQUIREMENTS. ADD CONTRACT STARTUP TIME TO LEAD TIME.**

ADDITIVES.

+ 15 days, when a service contract.

+ 20 days, when sole source approval is required.

+ 20 days, on solicitations requiring PARC review.

+ 45 days, when DCAA audit is required.

+ 60 days, for a review of technical proposals.

NOTES.

1. Some requirements over $100,000, which will result in contracts; could be sent to the Small and Disadvantaged Business Utilization Specialist (SADBUS) for coordination with the Small Business Administration (SBA). Add a minimum of two (2) weeks to the above lead times for planning purposes; to allow for acceptance or rejection of a requirement by the SBA.

2. On solicitations requiring security clearances, the contractor and contractor personnel must be cleared for specific clearance. The time required to obtain interim security clearance is approximately 30 days, and six (6) months for final clearance. Therefore, add a minimum of 90 days to normal lead-time standards.

3. Allow an additional 30 days for processing, on any requirement submitted for commercial activities.

4. Lead times set forth above are based upon receipt of acceptable specifications/ performance work statements (PWS). See Appendix F for PWS format. Deficiencies in the specifications/PWS will result in increased lead-time.

5. These are average lead times and will vary based on the complexity of the requirement.

APPENDIX E
ADVANCED ACQUISITION PLAN

E-1. CONTRACTS CONDITIONED UPON THE AVAILABILITY OF FUNDS.

Supply/Service	Date Contract Expires	Date to DOC (New Solicitation) *	Date to DOC (Exercise of Option) **	Next Contract Period
Aircraft Refueling/Defueling	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Cleaning Grease Traps	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Washer & Dryer	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Wearing Apparel (CIIP)	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Training Service Center	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
DPW Base Operations ***	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Cost per Copy	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Cleaning Grease Exhaust Systems	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Custodial Services/Fort Sill	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Elevator Maintenance	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
DOL Base Operations ***	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Catholic Priest	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Barracks Custodial (GWOT)	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Child Development Center Custodial Services	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Collection of Refuse/Fort Sill	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Snow Hall Lawn Maintenance	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Medical Personnel	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Organists, Pianists, & Music Directors	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Lawn Maintenance, Generals Qtrs.	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
RACH Shredding Services	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Protestant Education Coordinator	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Catholic Coordinator – Chaplain Requirements	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Cable TV	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Elevator Maintenance	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Base Supply Store	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Waste Water Removal BOLC TTB Kelly & TTS Murphy	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Packing and Containerization	31 Dec	1 June	1 Sep	1 Jan – 31Dec
ARFORGEN Services	31 Dec	1 June	1 Sep	1 Jan – 31Dec

E-2. REQUIREMENTS CONTRACTS

Supply/Service	Date Contract Expires	Date to DOC (New Solicitation)	Date to DOC (Exercise of Option)	Next Contract Period
		*	**	
JOC	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
TOC	27 Apr	27 Oct	1 Jan	28 Apr – 27 Apr
Organizational Bulk Laundry & Dry Cleaning	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep
Packing & Crating	31 Dec	1 Jun	1 Sep	1 Jan – 31 Dec
DFA/Cook Services	30 Sep	1 Mar	1 Jun	1 Oct – 30 Sep

* On this date, the activity submits a complete procurement package (e.g., purchase request, work statement, IGE, etc.) to DOC on new solicitations.

** On this date, the activity submits to DOC, the purchase request, IGE, any changes to the work statement, and any other pertinent information for exercising the option period. If the activity intends to exercise an option on an existing contract, the activity will submit a memorandum to DOC, indicating the activity's intent to exercise the option. The memorandum should include the activity's rationale for exercising the option, addressing such factors as satisfaction with the contractor's performance, verifying that there are no anticipated major changes in the contract's scope of work, and that there are no known significant changes in the market place affecting the contract.

*** These activities will submit a complete procurement package to doc, 19 months prior to the new contract start date.

APPENDIX F
FORMAT FOR PERFORMANCE WORK STATEMENT

F-1. Noncommercial Item Service Contracts. Use the following format, based on Chapter 3, of OFPP Pamphlet Number 4, for noncommercial item service contracts. Structure all aspects of the performance work statement around the purpose of the work to be performed. State in clear, precise terms, using concise wording. Format-

a. C.1. General. This section provides a broad overview of the Performance Work Statement (PWS). Information pertaining to the following should be incorporated in this section, as applicable.

b. C.1.1. Scope of Work. This should be a brief description of the work required by the PWS.

c. C.1.2. Background Information. Include any background information that will give the contractor a better perspective of the requirement.

d. C.1.3. Personnel. This section should contain any requirements for key personnel and their qualifications, minimum manning requirements, and project managers.

e. C.1.4. Security of Classified Items and Information. Include any requirements for security clearances. (NOTE: THIS DOES NOT PERTAIN TO PHYSICAL SECURITY.)

f. C.1.5. Contingencies. State the contractor's responsibility toward contingent requirements to cover mobilization and disaster relief.

g. C.1.6. Quality Control. State clearly the contractor's responsibility for quality control.

h. C.1.7. Operating Hours. Specify the hours during which the contractor is expected to provide the required services.

i. C.1.8. Management Plan. State any requirements applicable to the contractor that call for submission of a management plan, to the government.

j. C.1.9. Access to Facilities. Advise the contractor who is authorized access to facilities designated for contractor use, when access is authorized, and how this may impact upon his performance.

k. C.1.10. Safety. Advise the contractor of his/her responsibility, in the area of safety, to include any requirement for a safety plan.

l. C.1.11. Conservation of Utilities. Advise the contractor of his/her

responsibilities, in the area of utilities conservation, to include any requirement for a plan or program.

m. C.1.12. Physical Security/Key Control. Advise the contractor of his/her responsibility toward the physical security, of facilities, provided for his use, to include key control.

n. C.1.13. Warranty Repair. Specify the procedures the contractor should use to obtain repair of any equipment still under warranty.

NOTE: Any information that would not properly fall under any of the other sections (and not specifically mentioned elsewhere), should be included as general information, under section C.1.

o. C.2. Definitions/Acronyms. Define all special words and phrases used in the PWS.

p. C.3. Government-Furnished Property (GFP) and Services. Include information on all of the following to be provided, by the government to the contractor: facilities, utilities, equipment, materials, services (including those provided under another contract), and information. If these lists are lengthy, convert them into a technical exhibit and refer the reader to the exhibit referenced here. The procurement package will identify the following–

(1) The government-furnished property by nomenclature, size, make, model, ID/serial number, and quantity

(2) When the equipment will be available

(3) Age

(4) Condition of equipment

(5) Acquisition value

q. C.4. Contractor-Furnished Items. Here, you may list what the contractor must furnish. However, be sure to include a statement to the effect that the contractor must provide everything else necessary to complete the contract, except what is specified as government-furnished in section C.3. above.

r. C.5. Specific Tasks. List in logical sequence, the tasks to be performed, by the contractor. Include a general statement that the tasks will be performed in such a manner as to conform to the standards stated in the Performance Requirements Summary, Technical Exhibit _____.

s. C.5. Applicable Documents. List documents that are applicable to the

contract effort (e.g., specifications, technical orders, regulations, and manuals). State whether they are advisory or mandatory in nature. Tailor the documents you list. Advise the contractor where he/she may obtain these documents.

t. C.6. Technical Exhibits (TE). List the attached technical exhibits by number and title. Technical exhibits should consist of information that is too lengthy to incorporate into the body of the PWS. The following are examples of information that may be included in technical exhibits:

(1) TE-1 Performance Requirements Summary. This is best displayed in chart form, with columns showing performance indicators, standards, acceptable quality levels (AQL's), method of surveillance, and amount to be deducted from the monthly invoice for non-compliance. This exhibit should also explain the use of MIL-STD-105E, if applicable, and the use of the deduct formula. Give simple examples of both, using a specific task from the PWS.

(2) TE-2 Deliverables. List all records and reports that the contractor must deliver, under the contract. Include specific task paragraph, title, format, frequency, and number of copies, for distribution to addressee.

(3) TE-3 Schedule of Services. (Estimated Frequencies/Workload). If services are specified, to be performed at certain frequencies, it is helpful to have the frequencies listed or charted. This exhibit should inform the contractor how often he/she is expected to perform the specific tasks.

(4) TE-4 Government-Furnished Property/Services. Refer to section C.3.

NOTE: Develop and provide a quality assurance surveillance plan (QASP) for information purposes, with each service contract. The QASP, including any attachment or exhibit thereto, will not be a part of the solicitation or contract. conspicuously mark the QASP with a legend substantially as follows:

"FOR INFORMATION PURPOSES ONLY"

This quality assurance surveillance plan is not a part of the solicitation nor will it be made part of any resulting contract. The government reserves the right to change or modify inspection methods.

F-2. Commercial Item Service Contracts. The format for the PWS, for a commercial item service contract, will contain any or all of the above elements necessary to describe the requirement. Omit the letter "C" from each paragraph number (e.g., 1.1.). Surveillance shall mirror commercial practices as revealed by market research.

APPENDIX G
MARKET RESEARCH

G-1. Requirements. The Federal Acquisition Streamlining Act of 1994, established a preference, for acquisition of commercial items to satisfy the needs of the government. Title 10 U.S. Code, Section 2377, specifically requires the agency head to conduct market research to describe agency needs, develop an overall acquisition strategy; and identify the terms, conditions, and practices appropriate for the item/services being acquired. FAR Part 10, requires agencies to conduct market research at the earliest stages in the acquisition process. Agencies should conduct market research to determine the following:

a. If sources capable of satisfying the government's requirements are available in the market place.

b. If commercial items are available to meet requirements, could be modified to meet requirements; or could meet requirements if the requirements were modified to a reasonable extent.

c. If commercial items are not available, are non-developmental items available–

(1) To meet requirements.

(2) Could be modified to meet requirements.

(3) Could meet requirements, if the requirements were modified to a reasonable extent.

d. To what extent could commercial or non-developmental items be incorporated, at the component level?

e. What are the customary industry terms and conditions regarding–?

(1) Warranties

(2) Acceptance

(3) Inspection

(4) Buyer financing

(5) Maintenance support

(6) Packaging and marking

(7) Pricing

(8) Customizing, modifying, or tailoring practices

(9) Discounts

(10) Laws and regulations unique to the item

f. What is the extent of the competitive environment, including?–

(1) Level of market competition

(2) Sources potentially capable of satisfying requirements

(3) The amount of competitive pressures on---

(a) Price

(b) Quality

(c) Product features

(d) Speed of technological improvements

(e) Energy efficiency

(f) Service

(g) Support

(h) What are the environmental concerns regarding–?

1 Extent of recovered materials, used in market products

2 Efficiency standards, in the marketplace

G-2. Small Business Participation. Address the ability and willingness of small business to compete for the requirement.

G-3. Restricted Discussions. When conducting market research do not discuss the following with industry representatives.

a. Subject matter you know will require contractor assistance and a valid need and funding source has been identified.

b. Information that will give advance notice of a particular requirement. This

information should be released to industry, simultaneously, if possible, to prohibit giving any one source an unfair competitive advantage.

APPENDIX H
SOLE SOURCE ACQUISITION JUSTIFICATION

H-1. Restrictions. Since it is fundamental acquisition law and policy that acquisitions be conducted on a competitive basis, to the maximum extent practicable, agencies must justify determinations to acquire on a sole source basis. The General Accounting Office (GAO) has repeatedly stated that the use of sole source negotiations mandates the need for adequate documentation.

H-2. Documentation. The recommendation for sole source acquisition will include the following:

a. With few exceptions as stated below, the recommendation must reflect that an effort has been made to locate alternate sources and describe the extent of such effort. If it can be shown, to the satisfaction of the contracting officer, that for reasons set forth below; it is physically impossible for any other contractor to perform the service or furnish the supplies, no such effort is necessary. Also, if it can be demonstrated otherwise that national publications or symposia confirm a particular contractor has a demonstrated state-of-the-art (or item) lead, which renders it a sole source; the need for any additional search effort is obviated.

b. The justification must state why only sole source can meet the government's minimum needs. These statements cannot be self-serving. Support any conclusions by facts.

c. Address in your recommendation, what attempts you will make to foster future competition, in this area.

H-3. Inadequate Justifications. Sole source acquisitions may be insufficient in the following circumstances:

a. Administrative Delay. Time alone is an invalid reason, for non-competitive acquisition, if the government unreasonably delayed the acquisition action, or was aware of the requirement early enough to obtain competition reasonably. However, if program approvals or funding are withheld from the requiring agency until a point in time too late for competitive acquisition, the time factor can be a justifiable basis for sole source. State this clearly in the justification, with the specific facts set forth. Poor procurement planning does not support a sole source acquisition. In this regard, it is emphasized, that in many cases requirements can be solicited for and negotiated prior to actual receipt of funds; therefore, a statement that funds were not available may not be valid in such cases. Consult with the DOC when funds are going to be delayed.

b. Superior Product. This is extremely difficult to justify. Both the superiority of the product and the need for the superiority must be shown unequivocally, before this can be a valid basis for sole source.

c. Lower Price. The lowest price can be established only through competitive acquisition. Notwithstanding published prices, any contractor has the prerogative to sell its products at less than advertised prices.

d. Follow-on Supply Contract. This does not of itself; confer sole source status on a contractor. The justification must be based on the contractor's vested knowledge, expertise, equipment, etc.; the absence of which would render any other contractor incapable of meeting the required schedule. You must document such a justification. A simple statement that the product is needed, by a certain date, is inadequate. Explain why the government must have it by that date and the consequences if that date is not met. If a contractor is shown to be a valid sole source, for reasons of time no search for other sources need be conducted.

H-4. Acceptable Justifications. Sole source acquisitions are accepted under the following circumstances.

a. Unique Product. Only one company can provide the sought-after items. This condition is usually based on the fact that the company has proprietary rights in the product being bought, or it has a unique product, which alone will satisfy the government's minimum needs. However, unique does not mean desirable or nice-to-have. It means the only one. Support with facts as well as stating the inviolate need for that item.

b. Re-acquisition Data. A suitable data package or adequate specifications for competition are not available. This normally occurs in follow-on development contracts. If it can be demonstrated, there is no need for a search for other sources.

c. Compatibility and Interchangeability. Only one company can provide an item that is compatible and interchangeable with existing equipment. However, you must establish the absolute need for compatibility and include in the justification, an explanation of how it was determined that no other equipment is compatible or interchangeable.

d. Unique Qualifications. Only one company has the unique qualifications needed to perform the acquisition. This is a rare condition and must be based on either one-of-a-kind facilities, or personnel who have a provable advantage over all others. In these cases, you must support the conclusions by well-documented facts.

e. Time. Only one company can meet the required delivery schedule. As stated in H-3.d. above, the validity of the schedule and the impact of not meeting it must be shown. In other words, you must demonstrate that acquisition from other than the sole source, would present unacceptable risks or delays to the government. If this can be established, there is no need for a search for other sources.

H-5. Facts. In conclusion, sole source justifications must not contain self-serving statements. They must set forth concise facts about the following.

a. What is being acquired?

b. History of previous acquisitions of the item or service.

c. The delivery schedule.

d. The estimated cost.

e. The status of the data package, if applicable.

f. Why the recommended source is the only source, which can meet the government's requirements on that particular acquisition. Do not elaborate on the contractor's merits unless the complimentary words establish posture as sole source (e.g., contractor's personnel built the only existing electromagnetic pulse simulators). Stay with provable facts.

g. Exactly what actions were taken to determine if any other source could do the job. It is totally inadequate to merely state "no other company can perform the work."

h. What the consequences or impact would be encountered by the government, if the contract is not placed with a sole source of supply.

i. Steps that are being taken to foster competitive acquisition in future purchases of the item or service.

APPENDIX I
U.S. ARMY MISSION INSTALLATION CONTRACTING COMMAND
DIRECTORATE OF CONTRACTING, FORT SILL, OKLAHOMA
VENDOR DEMONSTRATION/PRODUCT DISPLAY/AGREEMENT

(INSERT THE VENDOR'S NAME), hereinafter referred to as the "vendor", is authorized to demonstrate (describe the product or service and name the agency receiving the demonstration).

LOCATION OF DEMONSTRATION AND PRODUCT DISPLAY

This demonstration and product display shall be presented to (NAME THE AGENCY AND LOCATION/BUILDING NUMBER).

DATES AND DURATION OF DEMONSTRATION & PRODUCT/SERVICE DISPLAY

The vendor demonstration is scheduled to occur (DATE(S) AND TIME). All necessary equipment and other materials shall be transported to and from the demonstration site by the vendor.

The parties to this document agree as follows:

1. The vendor shall demonstrate the capabilities of (STATE THE PRODUCT OR SERVICE). The vendor personnel or personnel using vendor provided equipment will conduct the demonstration. The sole purpose of this product/service display is to demonstrate the aforementioned capabilities of (NAME OF VENDOR). Government personnel will not endorse the vendor's product.

For selected vendor demonstrations for MEDDAC, the following terms in paragraph 2 apply, in lieu of the terms in paragraph 1, above.

2. The vendor agrees to allow trained MEDDAC personnel to use the product described herein for the above stated period, at no charge to the government. Government personnel will not endorse the vendor's product and will use reasonable care when handling the product.

APPLICABLE _____ **NOT APPLICABLE** _____

3. The government will provide the vendor (DESCRIBE ANY GOVERNMENT ASSETS PROVIDED).

Vendors will have sole responsibility for furnishing all supplies, equipment, etc., necessary to accomplish the demonstration, display, or service. On occasion, it may be desirable to furnish certain supplies and/or equipment from government assets to support vendor demonstrations. Do not furnish these supplies and/or equipment unless approved by the proper government authority. The vendor agrees to repair, replace, or

fully reimburse the government for any damage or loss incurred, while the supplies and/or equipment are in the vendor's possession or use.

4. The vendor demonstration and product display are conducted for the sole purpose of demonstrating product capabilities and not for fulfilling mission requirements for an interim time frame. The examination and demonstration of items or services will in no expressed or implied way, obligate the government to purchase, or otherwise acquire, the items demonstrated or displayed. The contracting officer is the duly authorized representative of the government for purposes of this agreement.

5. The government assumes no cost or obligation, expressed or implied, for damage to, destruction of, or loss of; any vendor provided equipment or material used in the demonstration.

6. The vendor is responsible for all food, lodging, and transportation expenses incurred by their personnel, as a result of this product demonstration.

7. In return for the opportunity to demonstrate the capabilities of (STATE THE PRODUCT or SERVICE), the vendor agrees not to file any claims against the U.S. Government, or otherwise seek any form of reimbursement for the use, or compensation for the loss, damage to, or destruction of the product displayed during this demonstration. The vendor agrees to release and hold harmless the United States, the Department of the Army, and all their employees and contractors from any and all claims or demands resulting from any loss, damage, death or injury that may arise due to use of the vendor's product or service.

8. The government is neither bound nor obligated in any way to give any special consideration to the vendor on future contracts as a result of this demonstration.

VENDOR NAME: _____

BY: _____ DATE: _____
(Signature of vendor representative)

BY: _____ DATE: _____
(Signature of contracting officer)

COORDINATION:
Staff Judge Advocate Review: (if required) _____Concur /_____Non-concur:

APPENDIX J
GOVERNMENT-WIDE COMMERCIAL PURCHASE CARD PROCEDURES

J-1. REFERENCES

a. Federal Acquisition Regulation (FAR).

b. Army FAR Supplement (AFARS) 5113.270.

c. Fort Sill, OK; Government Purchase Card (GPC) Standing Operating Procedures.

J-2. GENERAL. General Services Administration (GSA) contracts for commercial credit cards and associated services for federal offices and agencies under the GSA SmartPay Program. US Bank, current contractor/card issuing bank, provides Government Purchase Cards (GPC's) to military service members and federal civilian employees; to make official government purchases, subject to an established transaction amount, billing cycle amount, and merchant code limitations. The purpose of the program is to establish a more efficient, cost effective method of purchase and payment; and is not intended to circumvent or evade appropriate purchasing, supply, or payment procedures. The GPC is an internationally accepted "VISA" card that authorizes a cardholder to purchase supplies and services under an established delegation of authority issued by the Directorate of Contracting. GPC's may be used to-

a. Make micro-purchases (A micro-purchase is a simplified acquisition of supplies equal to, or less than $3,000, and services equal to or less than $2,500 (construction – $2,000)).

b. Place a task or delivery order (if authorized in the basic contract, basic ordering agreement, or blanket purchase agreement).

c. Make payments against an existing contract when the contractor agrees to accept payment by GPC.

d. Fund training requirements. Any misuse of the GPC is subject to criminal, civil, Uniform Code of Military Justice (UCMJ), administrative, and disciplinary actions as appropriate.

J-3 DIRECTORATE OF CONTRACTING.

a. DOC Responsibilities. The DOC has the responsibility of implementation and program administration of the GPC program at the installation level. The Director of Contracting –

(1) Designated Level 4/Installation GPC Agency Program Coordinator (APC).

(2) Issues written Delegation of Procurement Authority.

(3) Approves GPC training course content and instructor qualifications.

b. Agency program Coordinator (APC) responsibilities. The APC serves as the focal point for all aspects of the GPC program, and acts as the liaison between cardholder, billing official, resource manager, the contractor, and the General Services Administration (GSA). The APC has the following responsibilities:

(1) Coordinate and assist organization to determine GPC program participation requirements.

(2) Process GPC applications; maintain current list of all cardholders and billing officials under their jurisdiction; close accounts and destroy cards upon abuse or misuse of card privileges, compromise of account information, card loss, or cardholder departure; and annually determine each cardholder's continuing need to maintain an account.

(3) Ensure letters of delegation are issued to card holders.

(4) Issue letters of appointment to billing and certifying officials.

(5) Develop and distribute installation program policy and procedures.

(6) Manage purchase card account profiles to properly reflect transaction, line of accounting information, cycle spending limits, and merchant category code limitations.

(7) Coordinate initial and annual refresher training for cardholders and billing officials and maintain training records.

(8) Assist and advise cardholders and billing officials on card usage, procurement issues, and problem resolution, to ensure users are efficiently fulfilling their responsibilities.

(9) Monitor bank transaction reports during the billing cycle to disclose potential prohibited or improper use, and take immediate action to address suspected legal or policy violations.

(10) Collect and analyze data; establish and review reports.

(11) Conduct annual review of each assigned billing official.

(12) Review convenience check transactions to ensure program officials are complying with governing financial management and acquisition regulations.

(13) Process request for GPC's using the purchase card on-line system (PCOLS).

(14) Obtain and forward completed DD Form 577 (Signature Card) and appointment letters to supporting DFAS operating location (OPLOC).

(15) Coordinate with resource managers to correct and process rejected billing invoices.

(16) Identify program expansion initiatives and enhancements to achieve agency objectives.

(17) Conduct physical and electronic audits annually.

J-4. ORGANIZATION RESPONSIBILITIES.

a. The organization will coordinate with the DOC APC to determine feasibility of program participation, participation requirements, and define organization requirements.

b. Commanders/directors or their designees will identify and submit nominees within their organization using PCOLS request for purchase cards routed through resource manager for funding and approval of GPC.

c. Resource Manager. Organization resource managers will fund GPC purchases using the "bulk" method. This method requires a (monthly, bi-monthly, and quarterly) fund reservation (obligation or formal commitment) equal to the anticipated purchases for that period. The resource manager's responsibilities include, but are not limited to:

(1) Coordinate funding and spending limits with billing official and APC.

(2) Establish bulk funding for each account and notify billing official/cardholder.

(3) Assign default and alternate lines of accounting as appropriate and in coordination with the APC. Complete ACCESS data entry.

(4) Ensure non-EDI accounts (manual payment) obligations are posted prior to submittal of invoice and manual payment procedures are completed IAW DOC guidance.

(5) Receive and correct ACCESS rejects with the APC's assistance.

(6) Assist in resolving accounts in a delinquent status and provide payment information as required.

(7) Assist APC in surveillance of assigned accounts.

J-5. BILLING-OFFICIAL RESPONSIBILITIES. The Billing Officer (BO) is nominated by the director or commander, and is usually in the cardholder's supervisory chain. The BO has oversight responsibility for a maximum of seven (7) cardholders to ensure purchases satisfy a bona-fide requirement, at a fair and reasonable price, and are for official government purposes only. The BO is formally appointed as the billing official/certifying officer in writing. Certifying officers are responsible for the accuracy of payments certified to the paying office and disbursing officer. Certifying officers are pecuniarily liable for any legal, improper, or incorrect payment processed by the department, as a result of an inaccurate or misleading certification. The BO is the individual designated to receive and review the billing statement (summary of all transaction information for each cardholder assigned to the BO), authorize and certify payment to US Bank Government Services, reconcile invoices, and identify and communicate discrepancies to organize program participants. The BO's responsibilities include, but are not limited to:

a. Ensure potential cardholders, under his/her BO authority, are nominated for mandatory training, and verify training is completed by cardholders.

b. Recommend GPC dollar limits to the resource manager (RM) for submittal to the APC for cardholders under their purview.

c. Ensure each cardholder's GPC usage is in compliance with GPC policy and procedure and fulfills his or her responsibilities.

d. Review assigned cardholder's statements of account (SOA) reconcile cardholder's SOA to billing statement, ensure cardholder purchase documentation is sufficient to maintain audit trail, and maintain GPC program records IAW GPC policy. Act on behalf of cardholder to complete close cycle procedures in the absence of the cardholder.

e. Verify all transactions are necessary government purchases IAW GPC policy and guidance, and all other government agency policies and procedures.

f. Retain copy of the billing statement, and maintain all original supporting documentation (e.g., receipts, logs, invoices, delivery orders, and approvals, etc.)

g. Notify the property book officer of all accountable property acquired.

h. Report suspected fraud, misuse, abuse, or questionable purchases to the APC.

i. Notify the APC as soon as possible (prior to event) to close any cardholder accounts for individuals that have transferred, terminated, in AWOL status, or retired.

j. Notify the APC of any lost, stolen, or compromised cards (in addition to

cardholder notifying US Bank). Submit a report to the APC within five (5) business days with detailed circumstances of the lost/stolen/compromised card.

k. Resolve any questionable purchases with the cardholder.

l. Notify the APC to terminate or reassign the BO account prior to reassignment to other duties and/or departure from the installation/activity.

m. Certify the official invoice "billing statement" IAW DOC guidance.

n. Ensure alternate BO is designated to APC, completes mandatory GPC training requirements, and is available to complete BO cycle close procedures, in the absence of the primary BO.

J-6. CARDHOLDER RESPONSIBILITIES. Cardholders are individual government employees issued GPC's to whom procurement authority is delegated. Cardholders are responsible for using the card IAW procurement policy and guidance provided in training, and within the specific delegation of authority. Cardholder's responsibilities include, but are not limited to:

a. Complete mandatory GPC initial and refresher training IAW DOC requirements prior to card issue.

b. Screen mandatory sources (i.e. DoD E-Mall, JWOD) and rotate/alternate vendors to all available sources.

c. Obtain all required pre-purchase approvals.

d. Use the GPC to purchase and/or pay for official supplies and services in support of the agency's mission. Assure that no purchases are for personal use.

e. Complete and maintain the ACCESS transaction log throughout the billing cycle, review all transactions for accuracy, reconcile all transactions, and approve statement within 3 business days of close of billing cycle.

f. Ensure purchased items are received by the requiring activity and verify receipt/acceptance of goods or services.

g. Ensure accountable property is processed and documented IAW DOC guidance.

h. Maintain copies of receipts and other transactions supporting documentation IAW GPC policy and procedure.

i. Resolve questionable/invalid transactions with vendors and track purchases billed but not received.

j. Not dispute any transactions prior to coordinating with/obtaining specific guidance from the DOC APC. Track disputes to completion.

k. Notify or review unusual/questionable requests and disputable transactions with the BO.

l. Maintain physical security of the card to preclude compromise. The card should never be surrendered unless it is going to be cancelled. Additionally, the account numbers should not be released to other than the vendor processing the transaction. All compromised accounts must be closed and new accounts established.

m. Report lost, stolen, or compromised cards immediately to US Bank. Notify BO's within 1 business day. BO's are required to submit a report to the Level 4 APC within 5 business days.

n. Notify the APC to terminate the GPC upon reassignment to other duties and/or departure from the installation/activity.

o. Ensure fund availability.

J-7. PURCHASE OF INFORMATION TECHNOLOGY. Procurement of information technology follows all property accountability; purchasing and financial procedures with added requirements; to ensure investments in technology are approved from a central organization on the installation. Authority for cardholders to purchase information technology with the GPC, outside the DOC, is jointly decided by the Directorate of Contracting (DOC) and the Directorate of Information Management (DOIM).

J-8. ACCOMMODATION/CONVENIENCE CHECKS. Purchase card convenience checks are provided through the GSA SmartPay Program, US Bank contract, as an enhancement to the purchase card program; and are established as a card-less account separate from purchase card accounts in the program. The checks are locally issued in those instances where use of the GPC cannot satisfy the requirement. Do not use the accommodation check in lieu of the GPC. Convenience check capability is limited to cardholders within the DOC. A limited number of DOC cardholders are designated as convenience check custodians and have the authority to sign and issue convenience checks, in support of installation activity requirements. The convenience check custodian is an individual other than the individual responsible for originating, approving, or processing the requirement. Convenience check accounts are subject to quarterly audits, on an unannounced basis, by an officer or equivalent DoD civilian employee who is independent of the office maintaining the account.

Glossary

Section I
Abbreviations

ACC
Army Contracting Command

ADPE
Automated Data Processing Equipment

AFARS
Army Federal Acquisition Regulation Supplement

AG
Adjutant General

APC
Agency Program Coordinator

ARIMS
Army Records Information Management System

ASD
Administrative Services Division

ASL
Authorized Stockage List

AWOL
Absent Without Leave

BASOPS
Base Operations

BO
Billing Official

COR
Contracting Officer's Representative

CRB
Contract Review Board

DA
Department of the Army

DES
Department of Emergency Services

DFARS
Defense Federal Acquisition Regulation Supplement

DFAS
Defense Finance and Accounting Service

DHR
Directorate of Human Resources

DLA-GSA

DMWR
Directorate of Morale, Welfare and Recreation

DPTMS
Directorate of Plans, Training, Mobilization and Security

DOC
Directorate of Contracting

DOD
Department of Defense

DOIM
Directorate of Information Management

DOL
Directorate of Logistics

DPW
Directorate of Public Works

DRM
Directorate of Resource Management

EDI
Electronic Data Interchange

FAR
Federal Acquisition Regulation

FOD
Field Officer of the Day

FOUO
For Official Use Only

FPI
Federal Prison Industries

GAO
General Accounting Office

GFP
Government Furnished Property

GPC
Government Purchase Card

GSA
General Services Administration

GSU
Garrison Support Unit

HCA
Head of Contracting Activity

HQ
Headquarters

IAW
In Accordance With

IFB
Invitation For Bid

IGE
Independent Government Estimate

IT
Information Technology

JER
Joint Ethics Regulation

JWOD
Javits-Warner,O'Day

KO
Contracting Officer

KP
Kitchen Police

MP
Military Police

MOD
Modification

NIB
National Industries for the Blind

NISH
National Industries for the Severely Handicapped

NLT
No Later Than

NSN
National Stock Number

OASA, ALT
Office of the Assistant Secretary of the Army for Acquisition, Logistics & Technology

OFPP
Office of Federal Procurement Policy

OMA
Operational Maintenance Army

OMAR
Operational Maintenance Army Reserve

OPLOC
Operating Location

OTC
Operational Test Command

PCOLS
Purchase Card On-Line System

PR
Purchase Request

PR&C
Purchase Request and Commitment

PRWeb
Purchase Request Website

PWS
Performance Work Statement

QAE
Quality Assurance Evaluator

QASP
Quality Assurance Surveillance Plan

RACH
Reynolds Army Community Hospital

RFP
Request for Proposal

RFQ
Request for Quotation

RMO
Resource Management Office

SAT
Simplified Acquisition Threshold

SBA
Small Business Administration

SJA
Staff Judge Advocate

SOA
Statement of Account

SRB
Solicitation Review Board

SSA
Supply Support Activity

SSEB
Source Selection Evaluation Board

TE
Technical Exhibits

USAFCOEFS
US Army Fires Center of Excellence Fort Sill

USC
US Code

USAG
US Army Garrison

USAMEDDAC
US Army Medical Department Activity

WAWF
Wide Area Work Flow

Section II
Terms

Acceptance
When an authorized representative of the government assumes ownership of supplies or approves services rendered, as partial or complete performance from a contractor.

ACCESS
U.S. Bank's program management and reporting tool to support and enhance the government's GPC processes.

Administrative Lead-time
Period of time required to award a contract. Beginning with date an acceptable contractual requirement is received in the Directorate of Contracting until date of award.

Appropriated Funds
Amount fixed by Congress to incur obligations and make payments from the Treasury.

Buyer financing
Commercial practice pertaining to a buyer securing financial arrangements to borrow funds, in order to make a purchase.

Classified Contract.
Any contract that requires or will require access to classified information by the contractor or his/her employees in the performance of the contract. A contract may be a classified contract even though the contract document is not classified.

Contracting Lead Time
Administrative lead time, plus delivery/performance time.

Contracting Officer (KO)
Any person, who by virtue of his/her appointment has the authority to execute and administer contracts and make determinations and findings with respect thereto.

Contracting Officer's Representative (COR)
Any person appointed by a contracting officer, to act as his/her representative in carrying out the responsibilities of contract administration and only within the limits of his/her authority.

Customizing, modifying, or tailoring practices
Development of requirement that is non-standard to commercial off-the-shelf items.

Discounts
Prompt payment discounts are offered by the contractor if payment is made by the government prior to the due date or within the contractor-specified discount period.

Emergency Requirement
Requirement deemed to fall within the purview of "Public Exigency" which is compelling and unusual urgency, as when the government would be seriously injured, financially or otherwise, if the product or service was not obtained by a certain date.

DOD E-Mall
Internet based electronic mall, which allows military /authorized government customers to search for and order items from government and commercial sources.

GSA SmartPay
Program enables federal agencies/authorized users to obtain purchase card products and services through task orders contracts

Head of Contracting Activity (HCA)
Army Material Command

Inspection
Examining and testing supplies or services to determine if they conform to contract

requirement.

Market Research
Collecting and analyzing information about capabilities within the market to satisfy agency needs.

Maintenance support
Providing parts, supplies, and services to contracted items; in order to maintain their original operating condition.

Mission Contractual Support
The authorized contracting, of mission support requirements, other than base support operation requirements.

Principal Assistant Responsible for Contracting (PARC)
Mission and Installation Contracting Command, (CCMI-RCS), 2107 17TH St., Suite 15, Bldg., 4197, Fort Sam Houston, TX 78234-5015.

Packaging and marking
Commercial practice used to package and mark products for shipment

Pricing
Cost of supplies or services

Procurement Acceptance Date
A date established by DOC for receipt of any new or unusual contract requirements.

Purchasing Agent/Contract Specialist
Any person who, by virtue of his/her position, is the representative of the contracting officer, acting within the limits of his/her authority, subject to signatory approval.

Requiring Activity
Any activity, element, unit, or other agency which the Mission Installation Contracting Command, (ICC),Directorate of Contracting Fort Sill, OK, provides contract support.

Tenant Activities
Organizations located on an installation, while their command headquarters are outside the host installations command structure.

Unsolicited Proposal
Submitted to obtain a contract without a formal or informal request

Vendor Demonstration
Technical information provided by the contractor to government personnel

Warranties
A promise or affirmation made by a contractor to the government regarding the nature, usefulness, or condition of supplies or services provided.

Section III
Special Abbreviations and Terms

This section contains no entries.

*Fort Sill Regulation 715-1,

CCMI-SIL

OFFICIAL:

RAYMOND P. LACEY
COL, FA
Garrison Commander

JAMES A MILLER
Director of Human
Resources

DISTRIBUTION:
Fort Sill Intranet

CCMI-SIL

RAYMOND P. LACEY
COL, FA
Garrison Commander

JAMES A MILLER
Director of Human
Resources

DISTRIBUTION:
Fort Sill Intranet