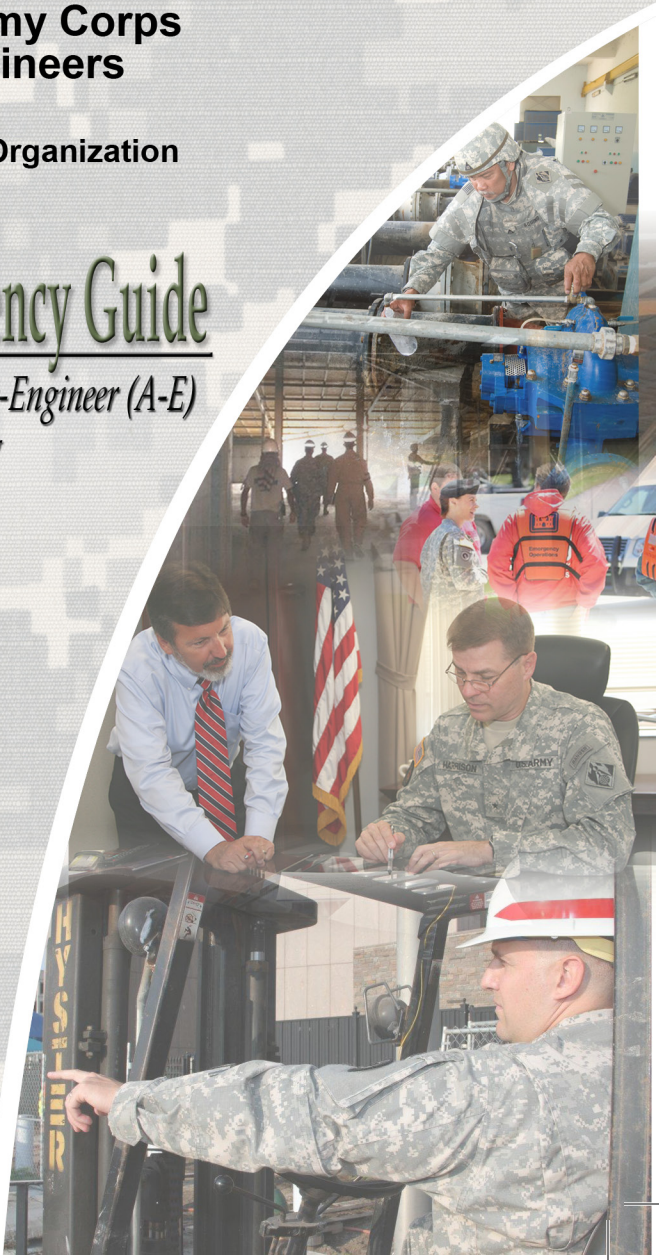
US Army Corps of Engineers®

National Contracting Organization

BUILDING STRONG®

51C/1102 Proficiency Guide

For Construction, Architect-Engineer (A-E) & Contingency Contracting



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U.S. Army Corps of Engineers (USACE)

51C/1102 Proficiency Guide

National Contracting Organization
US Army Corps of Engineers
BUILDING STRONG®

For Construction, Architect-Engineer (A-E) & Contingency Contracting

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DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
WASHINGTON, D.C. 20314-1000

CEPR-ZA

21 SEP 2011

MEMORANDUM FOR U.S. Army Corps of Engineers National Contracting Organization (NCO)

SUBJECT: U.S. Army Corps of Engineers (USACE) 51C/1102 Proficiency Guide for Construction, Architect-Engineer (A-E), and Contingency Contracting

1. Purpose. This memorandum directs the Division Regional Contracting Chiefs (RCC) and District Contracting Chiefs (DCC) in the USACE NCO to implement the USACE 51C/1102 Proficiency Guide for all 51C personnel who are working and training within their organization.

2. Implementation. This guide is not designed to replace the Army Contracting Command (ACC) 51C Level One Proficiency Guide, but to add to it. Most of the tasks in this guide are not Level 1 skills, but Level 2 and above. However, there will be some Level 1 skills that overlap when reinforcement of those tasks is necessary. In those instances, use the USACE 51C/1102 Proficiency Guide in conjunction with the ACC 51C Level One Proficiency Guide. The USACE 51C/1102 Proficiency Guide will focus mostly on the acquisition of Construction and Architect-Engineer services in contingency and non-contingency environments, as well as any other contracting that is a core role of USACE. DCCs will integrate the 51Cs into their acquisition team, and thereby ensure, to the maximum extent possible, Military Contingency Contracting Officers (MCCOs) receive training opportunities in the tasks outlined in this guide. Although this guide refers to the 51C Soldier throughout, the guide is also intended to be used for 1102 Intern development.

3. Training Requirements. The MCCOs are located throughout USACE in nine different districts. Each of the nine districts provides a unique experience and training opportunity. The Military Contingency Contracting Teams (MCCT) are led by a Lieutenant Colonel (LTC)/O5 Team Leader. The MCCT Leader, in concert with the DCC, is responsible for monitoring 51C training. The other 51Cs in the district will be mentored by a seasoned Contracting Officer/ Branch Chief. When a Soldier has demonstrated experience and proficiency in a task, their mentor will sign the tracking sheet (Chapter 1, Section 1-4) to validate the Soldier is proficient in that task. The mentor's signature is only an administrative requirement and the final responsibility for assessing proficiency lies with the MCCT Leader/DCC. MCCT Leaders, DCCs, and USACE NCO leaders will team to determine training plans, goals and objectives to assist with the development of the USACE 51C Soldier. Once the MCCT Leader and DCC have determined that the 51C Soldier is trained and proficient, the 51C Soldier will be considered for granting of warrant and deployment assignments. This training process normally takes at least12 months but the final decision is with the USACE NCO leadership.

4. Training opportunities. Once a USACE 51C is trained in their home district, opportunities exist for professional development in other districts that do not have MCCTs as part of their Table of Distribution and Allowances (TDAs). In addition to other districts, some of the opportunities may be with Engineer Research and Development Center (ERDC), or one of the many OCONUS locations. A typical developmental assignment is between 60-180 days. The USACE 51C Soldier's assignment is 3 years.

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SUBJECT: U.S. Army Corps of Engineers (USACE) 51C/1102 Proficiency Guide for Construction, Architect-Engineer (A-E), and Contingency Contracting

Once the USACE 51C completes their assignment the Army receives a Contracting Soldier that is uniquely trained with a skill set that does not exist outside USACE.

5. The POC for MCCO training support is LTC Robert N. Law at 202-761-7152 or email at robert.n.law@usace.army.mil.

THEODORE C. HARRISON
BG, USA
Director, National Contracting Organization

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For Construction, Architect-Engineer (A-E) and Contingency Contracting

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CHAPTER 1
INTRODUCTION

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CHAPTER 1-1

HOW TO USE THIS GUIDE

1. **Audience.** This guide is intended to be used by Soldiers and civilians alike; however, the primary users of the guide will be Military Contingency Contracting Officers (MCCOs) and Non-Commissioned Officers (NCOs) on the Military Contingency Contracting Team (MCCT). The guide is also intended to be used by U.S. Army Corps of Engineers (USACE) interns, and the mentors, supervisors and Contracting Officers (KO) involved in training the Soldiers and Interns.

2. **Mentors, Supervisors, and District Contracting Chiefs (DCC).** The members of the MCCT are assigned to your district for two years, and it is imperative that they be given as many training and work assignments as practicable so that they may become proficient in Construction and Architect-Engineer (A-E) contracting before they deploy. These Soldiers should not be pigeon-holed into performing redundant tasks for long periods of time, such as performing contract closeouts or responding to data calls. Rather, the focus should be on training them to be proficient and capable of executing construction and A-E contracts while deployed in a contingency environment.

3. **ACC 51C Level One Proficiency Guide vs. USACE 51C/1102 Proficiency Guide**. The USACE 51C/1102 Proficiency Guide is specifically focused on construction and A-E contracting. If the task is covered in the Army Contracting Command (ACC) 51C Guide, and there are no special requirements related to either A-E or construction, it is not repeated here; therefore, for supply and service contracts refer to ACC 51C Level One Proficiency Guide for guidance and proficiency requirements. Tasks in the USACE 51C/1102 Proficiency Guide may supplement or expand upon tasks covered in the ACC 51C Guide providing the unique processes or information required to execute A-E and Construction contracts in USACE.

4. **Consistency of Terminology**.

a. Contracting Officer. For the purposes of this guide, the terms “MCCO”, “Contingency Contracting Officer (CCO)” and “KO” all refer to a warranted contracting officer and may be used interchangeably. The acronym KO is used predominately in this guide.

b. Soldier**.** For the purposes of this guide, the terms “Soldier” and “Contract Specialist” or “Intern” may be used interchangeably. The term Soldier is used predominately in this guide.

c. USACE. USACE is also referred to informally as the “Army Corps of Engineers,” “Corps of Engineers” or “Corps.” However in this guide, USACE is used exclusively. The term USACE is spelled out in the introduction, but not each time it is used the Tasks.

d. District and Regional Contracting Chiefs. The terms “District Contracting Chief (DCC)” and “District Chief of Contracting (DCC)” and “Regional Contracting Chief (RCC)” and “Regional Chief of Contracting (RCC)” are used interchangeably in USACE and refer to the same positions. This guide uses the terms “District Contracting Chief” and “Regional Contracting Chief” exclusively.

5. **Acronyms**. For ease of use of this guide, each acronym will be spelled out the first time it is used in each Task, followed by the acronym, which will then be used for the rest of that task. An exception would be the Federal Acquisition Regulation (FAR), Defense FAR Supplement (DFARS) and Army FAR Supplement (AFARS), as these are so common to the Army contracting community that they are not spelled out in each task. Other common acronyms, such as IAW (in accordance with) are also not spelled out. A glossary, containing acronyms, terms and definitions, and links and references is contained in Chapter 3, Sections 3-1 and 3-2.

6. **Links and References**. References are included at the end of each task. In addition, references are hyperlinked within tasks to the greatest extent possible to make it easy for those using the on-line version

to find the references easily. In order for the hyperlinks to work, please open the NCO Contracting SharePoint website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the links to open quickly. In addition, links for general and task-related references are provided in Chapter 3, Section 3-3. Because some SharePoint Knowledge Management Enterprise (kme) sites may not be accessible by the user, this guide is accompanied by a Digital Video Disc (DVD) which contains the complete guide and pertinent copies of the general and task-related references referred to within this document.

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

ACC 51C Level One Proficiency Guide, Sept 2010

CHAPTER 1-2
USACE 51C/1102 PROFICIENCY GUIDE TRAINING STRATEGY

1. **ACC 51C Level One Proficiency Guide**. The Army Contracting Command (ACC) published the 51C Level One Proficiency Guide on 13 Sep 10. The guide contains basic tasks that all ACC 51Cs should be proficient in and it applies to all ACC 51Cs and their assigned senior warranted civilian contracting officer (KO) mentors. The guide is applicable to all ACC 51Cs from Staff Sergeant (SSG) through Lieutenant Colonel (LTC) with the exception of Senior Enlisted Advisors at the Brigade level. The USACE 51C Proficiency Guide is not meant to take away from the ACC 51C Proficiency Guide but to supplement it. Some of the tasks will overlap when necessary for reinforcement, but as a general rule the tasks in the USACE Proficiency Guide are USACE unique tasks, focusing primarily around Construction and Architect - Engineer (A-E) Contracting.

2. **51C Entrance into USACE**. USACE 51Cs normally come to a Military Contingency Contracting Team (MCCT) assignment after they have had at least one assignment with the ACC. USACE is aware that this cannot always happen and there will be cases when this is a 51C's first contracting assignment. For that reason each MCCT will have a mix of seasoned and initial entry 51C Soldiers. It is also recommended that 51Cs coming to USACE have already obtained their Defense Acquisition Workforce Improvement Act (DAWIA) Contracting Level II certification prior to assignment to an MCCT in USACE. The reason for this is that while they are in USACE they will be trained on tasks primarily Level II and above. Again, due to the availability of Level II trained 51Cs in the Army today that will not always be the case. It is expected that all 51Cs receive their Level II DAWIA certification by the end of their tours in USACE.

3. **First Year**. All USACE 51Cs should spend the first year of their assignments fully integrated into a USACE District Contracting Office gaining critical Construction and A-E experience under the mentorship of a senior USACE warranted KO/Branch Chief (1102 series) and the supervision of a LTC MCCT Leader and District Contracting Chief (DCC). Typically, a USACE Military Contingency Contracting Officer (MCCO) will not deploy their first year.

4. **Initial Assignment**. The ACC 51C Level One Proficiency Guide primarily focuses on FAR Part 12 (Acquisition of Commercial Items), and FAR Part 13 (Simplified Acquisition Procedures) (SAP). This will not be the USACE focus for training the MCCO unless this is their first contracting assignment. If this is a 51C's initial assignment the first 6 months will cover acquisition of commercial Items, and SAP. The remaining time will involve focused training on USACE Construction and A-E Contracting (FAR Part 36) which includes the source selection procedures (FAR Part 15) and other tasks under formal acquisition procedures (i.e. above the Simplified Acquisition Threshold – (SAT)). A USACE MCCO will also be instructed how to use the USACE Acquisition Instructions (UAI) formerly known as the Engineer Federal Acquisition Regulation Supplement (EFARS). 51Cs will also learn the USACE Project Management Business Process (PMBP) and how to develop and/or work effectively in a USACE Project Delivery Team (PDT). NOTE: The UAI is under development. Until issued, refer to the EFARS.

5. **Key and Supporting Tasks**. A key task is mandatory to becoming proficient in Construction or A-E contracting. When working in a District, the primary focus of the training will be pre-award. However, when deployed to a contingency mission, the 51C/1102 may be assigned to a construction administration office, and therefore, supporting tasks in this area have been included in this guide. Depending upon your District or assigned mission some of the supporting tasks may become mandatory or key tasks, for example CONUS Contingency Support for Federal Emergency Management Agency (FEMA). Key tasks are preceded by an asterisk (*) in the Table of Contents and Task Tracker.

6. **Task Completion Tracker**. Once a USACE 51C/1102 has demonstrated experience in a task the mentor (Branch Chief or DCC) will sign the tracking sheet (Chapter 1-4) to validate task proficiency. It is up to the contract specialist to track their own progress and ensure their mentor validates the completion of their assessments. Critical to this process is a practical working knowledge of each task on an actual acquisition for the PDT or District to which they are assigned.

6. **DAWIA Certification**. USACE 51Cs are required to obtain the following DAWIA Contracting Certification Levels: CPT=Level I, SFC & MAJ=Level II and MSG & LTC=Level III.

7. **Additional Formal Training**. USACE has its own educational system in addition to courses a 51C would take through the Defense Acquisition University (DAU). The Proponent-Sponsored Engineer Corps Training (PROSPECT) Program trains USACE unique disciplines. The Acquisition Support Center (ASC) has funded four mandatory courses for USACE 51Cs. MCCOs will enroll and complete the courses within the first 18 months of training with their District Contracting Office. The required courses are Construction Contract Administration (PROS 366); A-E Contracting (PROS 4); Estimating for Construction Contract Modifications (PROS 180); and Negotiating Construction Contract Modifications (PROS 368). In addition, it is recommended that USACE Districts fund the Design/Build Construction course (PROS 425). USACE 51Cs should also continue their college education to meet DAWIA contracting certification and accreditation standards. Non-commissioned officers (NCOs) without a bachelor's degree should pursue one.

8. **Timeline**. Figure 1-1 shows a standard timeline of a 51C in USACE for a two to three year assignment. End state is to build the 51C with the unique USACE skill set that does not exist in the standard Army model.

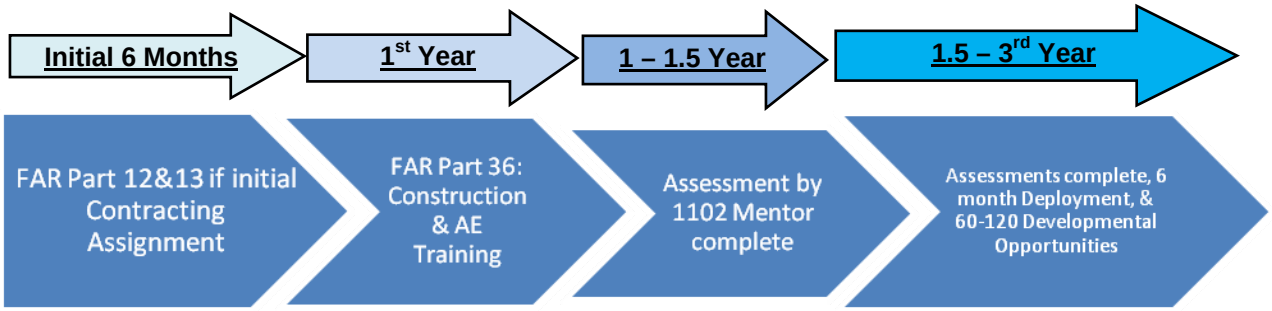

Figure 1-1. USACE 51C Training and Developmental timeline.

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. ACC 51C Level One Proficiency Guide, Sept 2010

2. ASA (ALT) Memorandum, 8 February 2011, Relevant Contracting Experience Prior to Deployment

3. DACM Guidance Memo #4

4. DACM Guidance Memos (All)

CHAPTER 1-3
REQUIRED AND RECOMMENDED COURSES FOR CONSTRUCTION CONTRACTING

1. **Introduction**. The USACE Learning Center (ULC) is the Center for learning and training for USACE. It is under supervision of the Headquarters Directorate of Human Resources. The ULC provides virtual engineering and mission support training to develop and sustain competencies cultivating a competent, disciplined, resilient workforce that provides quality solutions. In addition, the Proponent Sponsored Engineer Corps Training (PROSPECT) Program provides resident courses to meet the unique needs of USACE and other government agencies. The Tom Bevill Center in Huntsville, Alabama is the main training facility. Courses are conducted throughout USACE and may be tailored for delivery at a specific district/location.

2. **PROSPECT Course Catalog**. The course catalog for the PROSPECT Program, known as the Purple Book, currently lists over 200 courses that cover a wide variety of topics supporting the missions of USACE. These courses are available to federal, state or local government employees. Highly dedicated instructors who excel in their areas of expertise are selected from headquarters, divisions, districts, laboratories, the ULC, or from universities or private firms to design and teach the PROSPECT courses. These instructors are actively working in their field of expertise and offer practical insight in the classroom.

3. **51C Required Courses**. In addition to the Defense Acquisition University (DAU) courses taken for Defense Acquisition Workforce Improvement Act (DAWIA) Contracting Levels I through III, the following PROSPECT courses are required for all 51Cs:

a. PROSPECT 004 – A-E Contracting, Resident (36 hours)

b. PROSPECT 366 – Construction Contract Administration, Resident (36 hours)

c. PROSPECT 180 – Estimating Construction Contract Modifications, Resident (36 hours)

d. PROSPECT 368 – Negotiating Construction Contract Modifications, Resident (36 hours)

e. PROSPECT 334 – District Officer Introductory Course, Resident (36 Hours)

f. Fiscal Law (initial 3 day course, and one-day refresher every 2 years)

g. Ethics (annually) (min 1 hour)

h. Acquisition Ethics (annually) (min 1 hour)

4. **51C Recommended Courses**. The following courses are highly recommended for all 51Cs:

a. PROSPECT 183 – Formal Source Selection, Resident (24 hours)

b. PROSPECT 425 – Design/Build Contracting, Resident (36 hours)

c. DAU CON 243 – Architect-Engineer Contracting

d. DAU CON 244 – Construction Contracting

5. **Continuous Learning Points (CLP).** All required and recommended courses listed above may be counted toward the 80 Continuous Learning Points (CLP) required every two years.

6**. Funding for Training.** Currently, funding to attend required PROSPECT training courses is provided by Headquarters, National Contracting Organization (HQ NCO) via Section 852 funding. PROSPECT training is coordinated through the local district Training Coordinator. As soon as the District Contracting Chief (DCC) knows that a new MCCT member is coming, a training slot should be requested, even if the

name of the Soldier is not yet known. The annual battle rhythm for requesting PROSPECT courses is in the spring. Work closely with the district Training Coordinator for out-of-cycle training requests. Funding for recommended courses may be available from HQ NCO if Section 852 funds are available. Otherwise, the District must fund these courses.

References: **(See DVD for References)**

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. Army Continuous Learning Policy

2. Army Knowledge On-line

3. Army Management Staff College

4. Army Training Requirements and Resources System (ATRRS)

5. ASA (ATL) Memorandum, 29 April 2011, Enforcement of Army Defense Acquisition University (DAU) Policy and Procedures Course Cancellation

6. Career Acquisition Management Portal (CAMP)

7. Career Program-14 (CP-14) (Contracting) Intern Program

8. Civilian Human Resource Training Application System (CHRTAS)

9. DAU iCatalog

10. Defense Acquisition University (DAU)

11. Defense Acquisition Workforce Development Fund (DAWDF) (Section 852 funds)

12. Department of the Army Defense Acquisition University (DAU) Training Policy and Procedures

13. Federal Acquisition Institute

14. How to Guides:

    a. Add DAU Training to your IDP

    b. Add Education to your IDP

    c. Applying for DAWIA Certification

    d. IDP Supervisor's Instructions to Add Employee

    e. IDP Supervisor's Module

    f. Update your ACRB in CAMP

15. NCO DAU Cancellation Policy

16. NCO Workforce Development kme site

17. PARC Instruction Letter (PIL) 2007-03-01 Contingency Contracting Training

18. Purple Book

19. Sample Intern Checklist

20. Tom Bevill Center

21. U.S. Army Acquisition Support Center

22. USACE Learning Center (ULC)

Notes

Task Tracking Sheet

CHAPTER 1-4
USACE 51C/1102 PROFICIENCY GUIDE TASK TRACKING SHEET

SECTION 1: ADMINISTRATIVE DATA

NAME:		**RANK:**	
UNIT:		**UIC:**	
DUTY STATION:		**PHONE:**	
EMAIL ADDRESS:			

SECTION 2: USACE 51C/1102 PROFICIENCY GUIDE TASKS:

***Denotes Key Task (bold) /** Supporting Tasks not bolded

TASK NUMBER: NAME OF TASK	INITIAL ASSESSMENT SCORE/DATE	RE-ASSESSMENT SCORE/DATE	MENTOR'S SIGNATURE (AFTER PROFICIENCY SHOWN IN TASK)
***Task 1-1: Mission of the Corps of Engineers**			
***Task 1-2: Mission & Organization of NCO**			
***Task 1-3: PMBP**			
***Task 1-4: Difference between Civil & Military Construction**			
***Task 1-5: AIS (SPS, CEFMS, RMS, P2)**			
***Task 1-6: Types of Funding**			
***Task 2-1: Acquisition Plan**			
***Task 2-2: Role of Small Business**			
***Task 2-3: Source Selection Plan**			
***Task 2-4: Presolicitation Announcement**			
***Task 2-5: Construction Uniform Contract Format**			
***Task 2-6: Review Plans & Specifications**			
***Task 2-7: Obtain Presolicitation Clearances**			
***Task 2-8: Develop a Construction Solicitation**			
***Task 2-9: Conduct Peer Review**			
***Task 2-10: Solicitation on the Street**			
***Task 2-11: Receive Proposals & Responsiveness**			

***Task 2-12: Conduct Source Selection Process**			
***Task 2-13: Explain Contract Funding Process**			
***Task 2-14: Perform Pre-Award Functions**			
***Task 2-15: Process Pre & Post Award Protests**			
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Task 3-6: Payments under Construction Contracts			
Task 3-7: Acceleration of Construction Contracts			
Task 3-8: Construction Contract Modifications			
Task 3-9: Profit Objective using Weighted Guidelines			
Task 3-10: DCAA audit			
Task 3-11: Process claims			
***Task 3-12:Construction Contract Closeout**			
Task 3-13: Contract Terminations			
***Task 3-14: Recurring Issues in Construction Contracts**			
***Task 3-15: Audits & Inspections by Oversight Agencies**			
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***Task 4-3: A-E Solicitation**			
***Task 4-4: Negotiate & Award A-E Contract**			

***Task 4-5: A-E Task Order Process**			
***Task 4-6: Post Award Actions under A-E Contracts**			

SECTION 3: USACE 51C REQUIRED AND RECOMMENDED TRAINING:

***Denotes Required Training** / Recommended Training not bolded

COURSE NUMBER	COURSE TITLE	DATE COMPLETED	MENTOR SIGNATURE
***PROSPECT 004**	**A-E Contracting**		
***PROSPECT 180**	**Estimating Construction Contract Modifications**		
PROSPECT 183	Formal Source Selection		
***PROSPECT 334**	**District Officer Introductory Course**		
***PROSPECT 366**	**Construction Contract Administration**		
***PROSPECT 368**	**Negotiating Construction Contract Modifications**		
PROSPECT 425	Design/Build Contracting		
***FISCAL LAW**	**Fiscal Law Initial (3 days)**		
***FISCAL LAW**	**Fiscal Law Refresher (1 day) every 2 yrs**		
***ETHICS**	**Ethics (Annually)**		
***ACQN ETHICS**	**Acquisition Ethics (Annually)**		
CON 243	Architect-Engineer Contracting		
CON 244	Construction Contracting		

Notes

Chapter 2 – Tasks

CHAPTER 2

USACE 51C/1102 PROFICIENCY GUIDE TASKS

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USACE

Task 1-1

EXPLAIN THE MISSION OF THE U.S. ARMY CORPS OF ENGINEERS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been asked to explain the mission of the U.S. Army Corps of Engineers (USACE).

Standards: Planned, prepared and executed a briefing on the mission of USACE.

Performance Steps:

1. **Understand the history of USACE**. The USACE Office of History has created a web-based publication that offers readers succinct but pertinent information on the general history of USACE and its functions

2. **Determine current mission statement of USACE**

NOTE: USACE Mission: Provide vital public engineering services in peace and war to strengthen our Nation's security, energize the economy, and reduce risks from disasters.

NOTE: USACE Vision**:** A GREAT engineering force of highly disciplined people working with our partners through disciplined thought and action to deliver innovative and sustainable solutions to the Nation's engineering challenges.

NOTE: The mission of USACE is implemented through the USACE Campaign Plan. The Plan has four goals:

Goal 1	**Ready for All Contingencies** Deliver USACE support to combat, stability and disaster operations through forward deployed and reach-back capabilities.
Goal 2	**Engineering Sustainable Water Resources** Deliver enduring and essential water resource solutions through collaboration with partners and stakeholders.
Goal 3	**Delivering Effective, Resilient, Sustainable Solutions** Deliver innovative, resilient, sustainable solutions to the Armed Forces and the Nation.
Goal 4	**Recruit and Retain Strong Teams** Build and cultivate a competent, disciplined, and resilient team equipped to deliver high quality solutions.

3. **Prepare a briefing on the mission and vision statements of USACE**.

Evaluation Preparation and Guidance: Setup: Brief the soldier on the mission of USACE and the Campaign Plan and provide them sufficient information that they would be able to explain the purpose and mission of USACE.

Performance Measures:	**GO**	**NO-GO**
1. Prepared and delivered a briefing on the USACE mission	_____	_____
2. Briefed implementing guidance contained in the USACE Campaign Plan	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. USACE 101 Briefing

2. USACE Campaign Plan

3. USACE home page website (Public)

4. USACE Office of History

Task 1-2
EXPLAIN THE MISSION AND ORGANIZATIONAL STRUCTURE OF THE NATIONAL CONTRACTING ORGANIZATION (NCO)

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the organizational structure of the National Contracting Organization (NCO) and its mission.

Standards: Identified the working structure of the USACE NCO and provided information on the operational roles, responsibilities and authorities of the NCO components.

Performance Steps:

1. **Explain the NCO Vision**.

NOTE: The NCO Vision is to be "The premier contracting organization delivering GREAT contracting solutions and acquisition expertise."

2. **Explain the NCO Mission**.

NOTE: The NCO Mission is "To provide comprehensive contracting and acquisition solutions in times of peace, war and disaster for USACE and its national and global partners."

3. **Explain the Contracting and Supervisory Lines of Authority in the NCO**.

NOTE: See reference material for organization charts and structure

4. **Explain the roles, responsibilities and authorities of the components of the USACE contracting team.**

HCA: The USACE Commanding General, Chief of Engineers, is the Head of the Contracting Activity (HCA) for USACE. He is responsible to ensure purchases are made IAW all laws and regulations; maintains surveillance over contracting performance; assures opportunities for competition are not unduly restricted and appoints and delegates authority to the Principal Assistants Responsible for Contracting (PARCs). Delegable HCA authorities have been delegated to the Director and Deputy Director, NCO.

DOC: The Director of the National Contracting Organization (NCO) leads the NCO and serves as the functional principal to the Chief of Engineers on contracting matters. The Director, NCO executes HCA PARC functions on behalf of the HCA, serves as the Acquisition Career Management Advocate (ACMA) for USACE and participates as a standing member of the Deputy Assistant Secretary of the Army (Procurement) (DASA(P)) Army Enterprise Contracting Board.

PARC: The Regional PARCs are the senior staff officials responsible for oversight and technical execution of the contracting mission in USACE. In addition to reviewing and approving contract documents, all USACE Procuring Contracting Officers (PCOs) and Administrative Contracting Officers (ACOs) are appointed by the PARCs. There are three regional PARC Offices (OPARCs) located in Atlanta, Dallas, and Winchester. These are Headquarters' assets with direct access to the Director, NCO and HCA on matters within their purview.

RCC/CCC: The Regional Contracting Chief (RCC)/Center Contracting Chief (CCC) fulfills two principal responsibilities – principal advisor to the Major Subordinate Command (MSC) Commander/Engineer Research and Development Center (ERDC) Director, and is the Regional Manager for contracting services performed at contracting offices located at USACE Districts and Centers within their region. The

Regional Contracting Office is comprised of all contracting resources within the MSC or ERDC no matter where those contracting resources may be located (MSC Office, District Offices, Area Offices, Resident Offices, Lake Offices, etc.). As the senior contracting official, the RCC/CCC provides expert contracting advice to the MSC senior leadership and is responsible for the successful execution of the contracting mission and the overall quality of contracting support within the region. To affect this quality role, the RCC/CCC is assigned oversight responsibility for all aspects of the contracting functional area to include regional acquisition strategy, manpower management, manpower development, budget development and execution, process standardization, and policy dissemination /implementation.

DCC: The District Contracting Chief (DCC) is the senior contracting official in the District. As such, the DCC provides expert contracting advice to the senior leadership within the District and coordinates with the RCC on issues that may have a regional impact. The DCC is responsible for the successful execution of the contracting mission and the overall quality of contracting support to the District. The DCC works closely with the RCC to develop and implement key elements of the acquisition function within the region to include the regional acquisition strategy, manpower management, manpower development, budget development and execution, process standardization, and policy dissemination/implementation.

KO: A Contracting Officer (KO) is a procurement official vested with an unlimited or limited monetary authority to contract for supplies, services (including construction and architect-engineer), utilities, and agreements via any authorized contracting method using all manner of fixed price or cost reimbursement contracts on behalf of the United States. KO appointments are made to qualified individuals assigned to the following positions:

a. DCC and Deputy DCC/Assistant Chiefs;

b. Contracting Division Branch and Section Chiefs; and

c. Administrative Contracting Officers

In addition, other qualified members of the Contracting office, such as Team Leaders or senior Contract Specialists, may also be appointed as KOs.

ACO: Administrative Contracting Officers (ACOs) are appointed and delegated limited authority to administer construction contracts. ACOs are warranted contracting officers for the expressed purpose of administering construction contracts in the field. The limitations of authorities for ACOs are identified on the individual's warrant. ACOs are authorized to obligate the government within the limits of their warrant.

COR: Contracting Officer Representatives (CORs) assist the KO, primarily in administering the technical aspects of contractor performance. CORs are not warranted personnel and are not authorized to obligate the government in the execution of their duties.

USACE: The US Army Corps of Engineers has developed an effective and efficient method of doing business over its long history of service to the Nation. A highly decentralized process permits USACE to respond under normal conditions and under emergencies to the changes which accompany design and construction of the varied projects for which it is responsible.

DIVISION: It should be noted that, from a contracting perspective, the responsibilities of certain USACE management officials differ from that in typical Army Commands. The Division Commander is directly responsible to the Commander, USACE. He commands and supervises District Commanders assigned under his control. The Division Commander, within authorities delegated to him by the Commander, USACE, assigns missions to his districts, coordinates their execution, develops cooperative interests with offices on his level, and represents the division as a whole. The RCC/CCC resides at the Division/Center office. The role of the RCC/CCC is explained above.

DISTRICT: The District Offices are "operational offices" since they prepare specifications and purchase requests, award contracts and perform contract administration. This is where most of the actual

contracting effort takes place. This, in essence, makes them the "heart" of the USACE contracting team. The District Commander, also referred to as the District Engineer (DE), does not have any contracting authority, however is responsible for the contracting activities within the District. The role of the DCC is explained above.

PDT: The Project Delivery Team (PDT) supports the DE's contracting mission. The team is composed of the project manager, the technical representatives (e.g., Engineering, Planning, Real Estate, etc.), Construction, Contracting, Resource Management and Counsel.

AREA and RESIDENT OFFICES: These offices, which are under the general supervision of the District's Construction Division, are located at or near construction sites. They are responsible for on-site administration of construction contracts. The USACE ACOs are located at Area and/or Resident Offices throughout the district's geographic area of responsibility (AOR).

AREA and RESIDENT ENGINEER: The Area and/or Resident Engineer may perform the duties of ACO or COR when authorized. When appointed by the KO, the ACO may execute construction contract modifications when the value is not in excess of $500,000, within the limited scope of their authority. CORs are authorized to enforce contract compliance and perform other resident office functions.

COMPETITION ADVOCATES: As required by the Office of Federal Procurement Policy Act, the HCA must designate a competition advocate for the agency and for each procuring activity of the agency. The basic responsibilities of the Advocate are to (i) promote full and open competition and (ii) challenge barriers to competition, including unnecessarily restrictive specifications and statements of need. There are three Special Competition Advocates in USACE; the OPARC Deputy in the Atlanta, Dallas and Winchester; and the PARCs serve as Alternate Special Competition Advocates. The Deputy District Engineer (DDE) is appointed to serve as Field Competition Advocates in USACE.

SMALL BUSINESS: Every USACE Division/District, lab or center having contracting capability is required to have a Deputy for Small Business (SB) who reports to the Commander. The SB Deputy reviews all procurement actions for small business participation and performs all District small business reporting. The SB Deputy is the liaison with the Small Business Administration (SBA) and assists vendors in seeking opportunities with USACE through one-on-one meetings, industry days, and conferences.

Evaluation Preparation and Guidance: Setup: Brief the soldier on the mission and function of the USACE NCO and provide them sufficient information that they would be able to explain how the NCO operates as an enabling activity in support of a USACE contingency mission.

Performance Measures:	**GO**	**NO-GO**
1. Identified the HCA in USACE	_____	_____
2. Explained the line of contracting authority in USACE	_____	_____
3. Explained the supervisory structure of the NCO	_____	_____
4. Named the DCC, RCC and PARC associated with your assigned district	_____	_____
5. Explained the role and responsibilities of ACOs and CORs in field administration of construction contracts.	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. National Contracting Organization Strategy

2. NCO Building Blocks Brief 15 Dec 2010

3. NCO DPARC-BOB Initiative, DEC 2010

4. NCO Organization Chart and Structure

5. NCO Strategy Articulation

6. USACE Campaign Plan and Enabling Functions CECT 21 SEP 10

7. USACE Campaign Plan

8. NCO kme Site

9. NCO Implementation Approval and Plan 2007

10. NCO Portal

11. NCO Strategic Mission, Vision and Campaign Plan Strategy

12. PARC kme Site

13. PARC-ATL kme

14. PARC-DAL kme

15. PARC-WIN kme

16. PARC Templates (All)

17. USACE NCO PARCs and Chiefs of Contracting List

Task 1-3

EXPLAIN THE USACE PROJECT MANAGEMENT BUSINESS PROCESS (PMBP)

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been asked to brief the USACE PMBP.

Standards: Planned, prepared and executed a briefing explaining the correct role of PMBP in the execution of USACE work.

Performance Steps:

1. **Become familiar with current PMBP policy**.

NOTE: Relevant PMPB policy is set forth in ER 5-1-11, USACE Business Process.

NOTE: The fundamental USACE business process used to deliver quality projects and services is the PMBP. PMBP applies to planning, development and management of programs as well as projects.

NOTE: PMBP establishes USACE-wide corporate business processes that:

a. Ensure consistency in program and project execution

b. Focuses on exceeding customer expectations

c. Sets parameters for a tool to measure progress across the entire organization

d. Enhances our ability to function both regionally and virtually with efficient management or diverse resources

2. **Explain how a work activity is determined to be a project subject to PMBP**.

NOTE: PMBP recognizes that all work is not a project. USACE functions that are organized around ongoing, recurring and cyclical work are not projects.

NOTE: ER 5-11-1, paragraph 8, includes a helpful set of examples of what is considered a project and what is not a project which has a start and end date. The PMBP Manual provides in-depth information on PMBP processes and is located on the Project Management Community of Practice (CoP) website.

3. **Identify the five PMBP operating principles.** Operating principles that govern all work performed by USACE includes:

a. Plan for success and keep commitments.

b. Measure quality with the goals of the customer in mind.

c. Build effective communications into all activities and processes.

d. Use best practices and seek continual improvement.

e. Use corporate Automated Information Systems (AIS) consistently and accurately.

4. **Identify the three PMBP Imperatives**. These Imperatives include:

a. One project, one team, one project manager (PM).

b. Manage all projects with a project management plan (PMP).

c. The project delivery team (PDT) is responsible for project success.

NOTE: The PMBP imperatives emphasize who is accountable for project success and the importance that all projects have a documented plan - a PMP.

5. **Explain the role of P2 as the enabling Automated Information System (AIS) for PMBP**

NOTE: P2 is the critical software enabler for the implementation and execution of PMBP. For a full description of P2 see Task 1-5.

6. **Prepare a briefing on the application of PMBP policy to work execution.**

Performance Measures:	**GO**	**NO-GO**
1. IAW ER 5-1-11 prepared a briefing on PMBP	_____	_____
2. Reviewed a PMP for a construction project for compliance with ER 5-1-11	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. ER 5-1-11, USACE Business Process

2. Email INFO OPORD 2010-72 FRAGO 2 PMBP Training

3. PMBP Manual

4. PMBP website

Task 1-4

EXPLAIN THE DIFFERENCES BETWEEN CIVIL AND MILITARY CONSTRUCTION CONTRACTING

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current + acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the primary district programs that the contracting office supports, their customers and the differences between civil and military construction requirements.

Standards: Explained the four primary programs that contracting supports with Architect-Engineer (A-E) and construction contracting, primary customers and differences between civil works and military construction.

Performance Steps:

1. **Identify the four primary programs supported with A-E and construction contracting**.

NOTE: There are four primary programs that contracting supports for A-E and construction contracting. Civil Works, Military, Environmental and International and Interagency Services (IIS).

2. **Identify the customers and requirements associated with civil works contracting.**

NOTE: Civil works requirements generally come to contracting from Operations Division, Civil Project Management, Planning or Engineering Division.

NOTE: Operations Division requirements are predominately supply or non-professional service requirements, but can also include construction and A-E requirements.

NOTE: Requirements from Civil Project Management are predominately A-E and construction requirements.

NOTE: Requirements from Planning or Engineering are predominately professional service or A-E requirements.

3. **Identify the customers and requirements associated with military construction contracting.**

NOTE: The military mission primarily consists of designing and constructing facilities for Army and Air Force customers. Military requirements generally come to contracting from Military Project Management. Some districts may also have Navy customers, but the projects are similar to other military projects from a contracting standpoint. USACE may also support Non-Appropriated Fund Instrumentality (NAFI) requirements but typically not in a contingency environment.

4. **Identify the customers and requirements associated with the environmental program.**

NOTE: The environmental mission includes hazardous, toxic, and radioactive waste (HTRW) cleanup on military installations, former military sites, and for various customers including the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy (DOE). Work for non-DoD customers is covered under the International and Interagency Services (IIS) program.

5. **Identify the customers and requirements associated with the IIS program**.

NOTE: IIS customers can fall under the Civil Works, Environmental or IIS programs. Examples of Civil Works customers include States and/or ports and harbors. Examples of environmental customers include EPA and DOE. Examples of other IIS customers include Federal Emergency Management Agency

(FEMA), U. S. State Department, U.S. Agency for International Development (USAID), and Department of Homeland Security (DHS).

6. **Identify the types of construction typical to the civil works and military construction program.**

NOTE: There are two general types of construction; horizontal and vertical. Civil works construction is primarily horizontal (waterfront operational facilities, harbor and coastal facilities, highways and bridges, levees, grounds drainage facilities, etc.) whereas military construction can be either horizontal (roads, parking lots, air fields) or vertical (buildings), but is primarily vertical.

NOTE: Projects typical of the civil works program include water resources (planning, design, construction, and operations), navigation, dredging, coastal engineering, tunnels, flood control, shore and harbor protection, port facilities, hydroelectric power facilities, environmental planning, regulatory functions, disaster recovery, emergency planning, magnetic levitation and water supply.

NOTE: Projects typical of military construction include buildings, utilities, industrial facilities, underground facilities, medical facilities, nuclear weapons facilities, pavements and runways, wastewater treatment, secure facilities, schools, aviation facilities, housing, steam power plants, space launch facilities, waste management facilities, and national cemeteries.

Evaluation Preparation and Guidance: Setup: Brief the soldier on the primary programs supported by contracting and provide sufficient information that they would be able to explain the programs, customers and their typical requirements, and types of construction associated with civil and military programs.

Performance Measures:	**GO**	**NO-GO**
1. Identified the four primary programs supported with A-E and construction contracting.	_____	_____
2. Identified the customers and requirements associated with civil works contracting	_____	_____
3. Identified the customers and requirements associated with military contracting	_____	_____
4. Identified the customers and requirements associated with environmental contracting	_____	_____
5. Identified the customers and requirements associated with contracting for IIS	_____	_____
6. Explained the two basic types of construction and examples of each	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. ER 1140-1-211, Support for Others: Reimbursable Work

2. USACE Engineering and Construction (EC) Website

Task 1-5

CORRECTLY APPLY AUTOMATED INFORMATION SYSTEMS (AIS) USED IN USACE TO ACCOMPLISH CONSTRUCTION CONTRACTING

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain each of the various AIS used in USACE to accomplish contracting and correctly use the Department of Defense (DoD) Standard Procurement System (SPS) and the Corps of Engineers Financial Management System (CEFMS). Correctly navigate the National Contracting Organization (NCO) Knowledge Management Enterprise (kme) SharePoint website to find information.

Standards: Demonstrates a working knowledge of primary USACE AIS used in the development and execution of construction contracts.

Performance Steps:

1. **Identify the primary AIS used in construction contracting.**

a. Standard Procurement System (SPS)

b. Corps of Engineers Financial Management System (CEFMS)

c. Project Management Information System (P2)

d. Resident Management System (RMS)

e. Federal Procurement Data System (FPDS)

f. Construction Contract Administration Support System (CCASS)

g. Architect-Engineer Contract Administration Support System (ACASS)

2. **The primary AIS used in the development and execution of a construction contract is SPS**.

a. SPS was created to bring the advantages of automation and standardization to the procurement process throughout DoD. SPS generates a Contract Action Report (CAR) with information pertinent to the contract action. The CAR is used to report information upward to Congress. Consolidated information from CARs - aggregate dollars and number of actions, are used to support staffing levels. It is critical that SPS is used to generate all contract actions.

b. The primary software application sustained by the SPS program is Procurement Desktop Defense (PD^2).

c. SPS standardizes procurement business processes and automates contract writing and administration for all of the military services and defense agencies.

3. **The primary AIS used to manage contract funding is CEFMS** (CEFMS user manuals)

a. CEFMS includes a broad range of functionality and integrates USACE financial management with its programmatic counterparts.

b. CEFMS provides the necessary platform for required automated linkages to the Department of Army, Department of Defense, and the Office of Management and Budget, and other activities that either feed information or need information.

c. CEFMS is the primary source of USACE financial statements and upward reporting requirements necessary to comply with the Chief Financial Officer (CFO) Act of 1990, Public Law (PL) 101-576.

d. USACE employees create purchase request and commitments (PR&Cs) in CEFMS to administratively commit funds. The PR&C is used by contracting to receive a requirement and to ensure that sufficient funds are available to obligate the money by a contract action.

e. Once funds are contractually obligated, CEFMS populates RMS and P2 to record the obligation in those databases.

4. **The primary AIS used to coordinate contract/project actions with the Project Manager (PM) is P2.**

a. P2 is an enterprise tool that enables effective management of projects in the three core missions of USACE, Civil Works, Military and Environmental.

b. P2 provides structure and support that enhances the PMBP, maximizes decision support capability using a single database and maximizes utilization of the internet.

c. P2 uses commercial based software to perform work breakdown structure and network analysis for each project schedule for critical path method analysis and monitoring project progress in both design and construction.

d. P2 links with CEFMS to provide PMs real-time cost data and project management scheduling capability which allows them to proactively influence project success.

5. **The primary AIS used by an ACO in administration of a construction contract is RMS.**

a. RMS is a program designed by Resident Engineers. It provides an efficient method to plan, schedule, and control all aspects of construction by integrating job specific requirements, corporate technical knowledge and management policies.

b. Many of the reports created by RMS such as pay estimates, quantity variations and modification documents are recommended documents that are used during daily operations. Functions include pre-award construction workload forecasting; preparation of modifications, pay estimates, correspondence preparation with tracking and indexing, scheduling of construction and updates, submittal register preparation and updating, quality assurance/control management, performance measurement and safety program oversight.

c. RMS is able to perform electronic exchange with CEFMS. Downloads include financial data and uploads include contractor progress pay requests. RMS-SPS interface software is being tested.

d. Contractors use the Quality Management System (QMS) which is the contractor version of RMS. USACE requires all contractors performing construction for them to comply with the “Contractor Quality Control” (CQC), provisions in their contracts.

e. RMS usage is mandated for construction contracts over $1.5M. For contracts between $100K and $1.5M limited use of RMS is required.

6. **The NCO Knowledge Management Environment (kme) website is the central online repository of NCO policy, guidance and information on the NCO.**

a. NCO Portal

b. Links to NCO PARCs websites are provided on the NCO portal.

c. Once on the kme website you can link to other Communities of Practice (CoPs)

NOTE: The Engineer Federal Acquisition Regulation Supplement (EFARS) is maintained on the NCO kme site as are all Procurement Instruction Letters (PILs) and Regional PARC Memorandums (RPMs). When completed, the USACE Acquisition Instruction (UAI) will be maintained there as well.

Evaluation Preparation and Guidance: Setup: Soldier is provided opportunity to brief the major AIS used within the USACE construction contracting community and provide evidence of how to navigate the NCO Contracting kme SharePoint site and NCO Portal.

Performance Measures:	**GO**	**NO-GO**
1. Navigate Contracting SharePoint site and NCO Portal to locate regulations, policy and links	_____	_____
2. Identify four major USACE AIS	_____	_____
3. Explain basic function of identified AIS	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. CEFMS training site

2. CEFMS user manuals

3. P2 User Guide

4. RMS

5. Standard Procurement System (SPS)

6. Time and Attendance SOP, TAN 19 DEC 09

Task 1-6
EXPLAIN TYPES OF FUNDING USED FOR CONSTRUCTION CONTRACTS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain how USACE projects are funded and the various types of funding used for construction contracting.

Standards: Prepared a brief on the legal authority and types of funds associated with construction contracting. The brief will include questions contracting personnel should ask as they address a construction requirement.

Performance Steps:

1. Explain the typical types of funding for military construction projects.

NOTE: The **Military Construction Codification Act, PL 97-214**, signed into Law 12 July 1982, became effective 1 October 1982. It governs Military Construction (MILCON) and Army Family Housing (AFH) projects. Listed below, in sequential order, are those portions of the Act which affect MILCON and AFH. AR 420-1, Army Facilities Management, provides the dollar limitations and approval authorities for the Army.

NOTE: **10 U.S.C. 2802, Military Construction Projects:** Typically MILCON contracts are fully funded when they are authorized and each project is separately identified, by name and location, in the authorization bill. Occasionally, Congress will authorize incremental funding of a MILCON project but this is a rare exception.

NOTE: IAW **10 U.S.C. 2860, Availability of Appropriations for 5-years:** MILCON funds are available for obligation for 5 years after appropriation.

NOTE: **10 U.S.C. 2803, Emergency Construction:** The criteria for qualifying a project for the use of emergency construction authority as determined by the Secretary of the Army are:

- The project is vital to the national security, and

- The requirement for the project is so urgent that deferring authorization for its construction to the next MILCON authorization act would be inconsistent with national security. This authority would not be used for projects that have been denied authorization in a MILCON authorization request.

No additional funds would be provided in the annual MILCON appropriation acts for use of the authority of this section. Therefore, the use of this authority is dependent upon the availability of savings from other MILCON projects or upon the deferral or cancellation of other MILCON projects.

NOTE: **10 U.S.C. 2804, Contingency Construction:** This section provides both authorization and appropriation to the Secretary of Defense on an annual basis. To qualify, the requestor must show that the Secretary of Defense may carry out a MILCON project not otherwise authorized by law, or may authorize the Secretary of a military department to carry out such a project, if the Secretary of Defense determines that deferral of the project for inclusion in the next Military Construction Authorization Act would be inconsistent with national security or national interest.

NOTE: **10 U.S.C. 2805, Unspecified Minor Military Construction (UMMC):** Army projects are referred to as UMMCA; Unspecified Minor Military Construction Army.

- A UMMC project is defined as a single undertaking at a military installation that includes all construction necessary to produce a complete and usable facility or complete and usable improvement to an existing facility. However, Department of Army (DA) is prohibited from using UMMC funds to complete a specified MILCON project. A UMMC project is permitted to precede or follow a MILCON project for a new mission requirement when the project would provide a complete and usable facility to meet a specified need.

- The program amount (PA) ceiling for unspecified minor construction is $2,000,000. ($3M for products solely to correct Health/Life/Safety problems and requires additional congressionally mandated information).

- There are two primary accounts used for UMMC work. The "L Account" is used for work classified as New Work and the "K Account" applies to Repair. Authority for a project ceiling for Operation and Maintenance (O&M) new construction (L account) minor construction projects is $750,000. The $750,000 limit includes all costs to execute the work. This means that the $750,000 limit (OMA for Health/Life/Safety can go to $1.5M) includes all markups (i.e., Supervision & Administration (S&A), Design During Construction (DDC), Management Reserve (MR), etc.) and modifications including claim settlements. The installation Director of Public Works (DPW) is the work Classifier. However, if a determination cannot be made as to whether work is new "L" work or repair "K" work, a determination should be sought from Assistant Chief of Staff for Installation Management (ACSIM).

NOTE: **10 U.S.C. 2807, Architectural and Engineering Services and Construction Design:** The maximum limit for design not requiring Congressional notification is $1,000,000. To exceed this amount requires notification to Congress before design funds can be obligated. Architect-Engineer (A-E) contract obligations must allow for a 21-day (written) or 14-day (electronic) waiting period before publicizing the requirement in Federal Business Opportunity (FedBizOpps). Administrative actions leading to award of an A-E contract may be started immediately upon notification of the Congress. This notification is made by the Project Manager (PM) and is not to be confused with the Congressional notification of contract awards as required by DFARS 205.303 and AFARS 5105.303.

When an A-E is used to design a project, the $1,000,000 limit will not include in-house design costs. MILCON design funds shall not be used for advanced planning; that is, for real property master planning, developing project requirements, making preliminary alternative site studies, preparing environmental studies, preparing environmental impact assessments and statements, or other non-design related activities. Thus, costs of planning, programming, and related activities; e.g., Program Budget Decision (PBD) documentation, Planning Charrettes and other work related to initial Military Project Construction Data DD Form 1391, preparation, will not be funded from MILCON design funds.

Once a design directive has been received, nothing in 10 U.S.C. 2807 prevents the use of design funds for all normal and reasonable studies and investigations traditionally associated with design development of a project; e.g., site and soil investigations, energy and life cycle cost studies, economic analyses, refining design criteria requirements, development of drawings, specifications, advertising and reproduction costs, etc.

NOTE: **P3200 Military Construction, Army (MCA)** funds are used to fund the design activity of the major MCA program. Due to shortages of design funds in recent years, HQUSACE has centralized control of design funds. It allocates those funds based upon intended use. Funds to cover in-house requirements (supervision and review, overhead, travel, reproduction, etc.) are allocated on a quarterly basis. Funds for A-E contracts are identified in a quarterly request submitted by the district. Those funds are not provided, however, until 3-working days prior to the award of the A-E contract. The Funding Authorization Documents (FADs) transmitting the funds to the district allows field transfer of funds between projects providing HQUSACE is notified of the transfer within 3 working days.

In addition to P3200 funds for design, there are P3100 funds for development of standards for repetitive-type structures, P3300 for design (minor construction), and P3400 funds for technical evaluation studies. P3100 and P3400 funds are requested by the district and authorized by USACE on a project-by-project

basis. P3300 funds for minor construction are made available to the district upon approval of the project by the appropriate approving authority. P3300 funds may then be sub-allotted to the installation if the installation elects to accomplish the work.

NOTE: **P3000 Military Construction, Army Reserve (MCAR)** funds are also requested and authorized on the basis of expected obligation during the forthcoming quarter. P3000 funds are "bulk" allotted, and the district may redistribute funds between MCAR projects with higher headquarters approval.

NOTE: **P313 Military Construction Air Force (MCAF) Design** funds are authorized by Air Force Center for Engineering and the Environment (AFCEE) and distributed by HQUSACE to the operating district. Air Force (AF) funds are authorized by Budget Authorization Account Numbers (BAANs) and are good for 5-years. AF has established a separate BAAN for each of the Major Commands (MAJCOMs). Negotiation between the district's PMs and the AFCEE Design and Construction Manager should be completed prior to submission of the funds request. Approval of funds to be sent through HQUSACE to the districts is given from the AFCEE to HQUSAF in the form of a validation message on each project. Funds may be swapped between projects within BAANS with approval of AFCEE and can be done at the district level. Requests for reprogramming of funds between BAANS must be accomplished at HQUSACE level.

NOTE: **P7000 Reimbursable** funds are authorized for work or services performed for others (other agencies or USACE offices) on a reimbursable basis. All reimbursable orders are received and accepted at the performing office. Funds received or issued by reimbursable order normally are based on an established estimate but may be increased or decreased by change, as required. The Military Interdepartmental Purchase Request (MIPR), DD Form 448, is issued to USACE by other agencies (or vice versa), such as the DPW, the Defense Logistics Agency, and the Air Force as is the Acceptance of MIPR, DD Form 448-2. Although there are other forms of reimbursable documents, the MIPR is the one to which you will most frequently be exposed.

Depending on the accounting classification used by the issuing agency, reimbursable funds may or may not expire at the end of the fiscal year. MCA design funds 21#2050 (# being the fiscal year of appropriation) are good for 5-years. That is, funds appropriated in FY11 are only available for new obligations through the end of FY15. However, construction authorized and funded by Congress usually has a deadline as to when construction can start. The Military Construction Authorization Act provides the authority to start construction for only 3-years (the authorization year plus 2). Therefore, a project authorized in FY11 must start construction prior to the end of FY13. In addition, MCA design and construction funds are good for 5-years for obligation purposes.

NOTE: It is important to know when the funds for a project expire. To lose funds at the end of the fiscal year because a contract could not be awarded could be a catastrophe for the user, especially if subsequent year funds are not available. Check with your finance and accounting (F&A) officer or budget branch if you have any doubt about the expiration of funds for any project.

NOTE: You must have authority from HQUSACE or using agency to advertise, open bids/proposals, and award each project. This authority is given by issuing Design Directives. AR 420-1, Paragraph 4-36 has a list of these codes. In addition, if construction funds are not made available prior to advertising, you must have assurance in the form of a directive (letter or message) that funds in a specific amount will be available after bids are opened or proposals received. Either type of correspondence from the proper authorizing agency is legally acceptable. HQUSACE must authorize advertising of MCA projects.

2. **Explain the approval authority for cost variations between the amount programmed by Congress (Program Amount – PA) and actual cost of the project**.

NOTE. **10 U.S.C. 2853, Authorized Cost Variations:** Under the provisions of 10 USC 2853, a service Secretary can approve a “cost variation” (increase of the project authorization) up to 25 percent of the amount appropriated, or 200 percent of the UMMCA threshold (currently $4 million, that is, 2 x $2 million; see 10 USC 2805(a)), whichever is less. The specific cost variation approval thresholds are as follows:

- USACE may approve up to 15 percent over the amount authorized, or $1.5 million, whichever is less.

- Headquarters DA (DASA(IH)) can approve up to 25 percent over the amount authorized, or $3 million, whichever is less, with certain exceptions. Since some cost increases need to be funded promptly to avoid interest or impact costs, 10 USC 2853(d) provides that the previous discussed limits on cost increases will not apply to cost increases resulting from—

a) The settlement of a contractor meritorious claim under a contract.

b) The costs associated with the required remediation of an environmental hazard in connection with a MILCON project, such as asbestos removal, radon abatement, lead-based paint removal or abatement, or any other legally required environmental hazard remediation, if the required remediation could not have been reasonably anticipated at the time the project was approved originally by Congress.

- The MILCON Authorizations Subcommittees must be notified of increases for initial awards greater than 25 percent over the appropriated amount, or $3 million, whichever is less. Contract award may not occur for at least a 21 calendar day waiting period, or 14 days for electronic submissions, after the Congress is notified and if there are no congressional objections.

- The Army can approve a "reprogramming" (increase of a project appropriation) up to 25 percent, or $2 million, whichever is less. This criterion is more restrictive than 10 USC 2853.

- Reprogramming limits do not apply to individual UMMCA projects. Cost increases for UMMCA projects are handled by reapproving the project at a higher amount pursuant to 10 USC 2805.

3. **Explain the authority and limitations for scope and cost reductions** (Military Construction, Army (MCA) and Army Family Housing (AFH))**.**

NOTE: Per 10 USC 2853, the Secretary of the Army (SA) must approve and notify Congress when the project scope is reduced below 75 percent of the scope originally approved by the Congress. The award cannot occur until at least 21 calendar days, or 14 calendar days if the notification is submitted electronically, after the Congress is notified or if there are objections. Note limits and notification periods outlined below are subject to change whenever Congress amends/revises the corresponding section of the public law. For specific changes limits/notifications, contact DAIM-FDC for current authorization limits and notification periods.

NOTE: Cost variations will not be used as a basis to increase the scope of any MILCON project (see 10 USC Chapter 169). After approval by Congress, each DD Form 1391 scope has a statutory basis that cannot be increased without congressional approval. The scope shown on DD Form 1391 approved by Congress is the maximum allowable scope for the project, and must be reflected in all phases of project design as well as design-build requests for proposal (RFP) subsequent to that approval. Once a project is approved by Congress, design reviews and value engineering studies will also include a verification statement to the effect that the project scope conforms to that of DD Form 1391. For projects submitted to HQDA but not yet approved by Congress, certain limited scope adjustments are permissible if required for technical reasons, and if approved by HQDA (DAIM–FD), or TRICARE Management Activity (TMA) for MED MILCON projects. The IMCOM region directors must submit any proposed DD Form 1391 scope change to HQDA (DAIM–FD) for approval as a user-requested change. Requested adjustments are handled case-by-case and may require coordination with the MILCON Subcommittees. Consequently, design agents are not authorized to incorporate any such scope changes into any project design or RFP without formal approval from HQDA.

NOTE: When determining the extent of a reduction in the scope of work, the reductions in dollars as well as engineering-based attributes (for example, square footage reductions) shall be used to determine the 25 percent scope change threshold reflected in 10 USC 2853(b). Scope reductions in excess of 25 percent may not be made until the appropriate Congressional Committees have been notified and a 21-

day period has elapsed. The notification is a statutory requirement independent of any reprogramming request and must proceed by at least 21 days any request to reprogram funds that are excess to a project due to scope reduction.

4. **Explain the authority to restore or replace damaged or destroyed facilities.**

NOTE: IAW **10 U.S.C. 2854, Restoration or Replacement of Damaged or Destroyed Facilities** O&M funds may be used to temporarily repair (restore) damaged facilities before any permanent repair (restoration) is started. A life cycle cost analysis should be used to determine the most effective alternative to restore or replace the damaged facility. Any replacement facility (funded as construction) will use current design and materials criteria and may be increased in size to meet current mission and functional requirements.

NOTE: Replacement of a damaged facility planned for accomplishment as a UMMC project, $2 million and under, will be accomplished IAW AR 420-1, Army Facilities Management. When this authority is used for a project estimated to cost over $2 million, the four Congressional Committees must be notified. A 21-day notification period must elapse and written approval received from the appropriations committees before carrying out the project.

NOTE: Repair does not include:

- Bringing a facility component up to applicable code when it is not in need of repair;
- Increasing the quantities of components for functional reasons;
- Extending utilities or protective systems to areas not previously served;
- Increasing exterior building dimensions or completely replacing a facility.

5. **Explain the purpose of the Anti-Deficiency Act**, 31 U.S.C. 665, Title 31, Section 3679, of the revised statutes, as amended (31 U.S.C. 1341 and 1517)

NOTE: The Anti-Deficiency Act explains the rules for obligation and expenditure of Government funds and points out the disciplinary actions that may be taken against anyone violating these rules. The Anti-Deficiency Act is one of the major laws through which Congress exercises its constitutional control of the public purse. It evolved over a period of time in response to various abuses. In its current form, the law prohibits:

a. Making or authorizing expenditure from, or creating or authorizing an obligation under, any appropriation or fund in excess of the amount available in the appropriation or fund unless authorized by law. 31 U.S.C. § 1341(a)(1)(A).

b. Involving the government in any obligation to pay money before funds have been appropriated for that purpose, unless otherwise allowed by law. 31 U.S.C. § 1341(a)(1)(B).

c. Accepting voluntary services for the United States, or employing personal services not authorized by law, except in cases of emergency involving the safety of human life or the protection of property. 31 U.S.C. § 1342.

d. Making obligations or expenditures in excess of an apportionment or reapportionment, or in excess of the amount permitted by agency regulations. 31 U.S.C. § 1517(a).

NOTE: The fiscal principles underlying the Anti-Deficiency Act are really quite simple. Government officials may not make payments or commit the United States to make payments at some future time for goods or services unless there is enough money in the "bank" to cover the cost in full. The "bank," of course, is the available appropriation.

NOTE: Violations of the Anti-Deficiency Act are subject to sanctions of two types, administrative and penal. The Anti-Deficiency Act is the only fiscal statute to prescribe penalties of both types. See the DoD Financial Management Regulation, Chapter 14.

NOTE: An officer or employee who violates 31 U.S.C. § 1341(a) (obligate/expend in excess or advance of appropriation), section 1342 (voluntary services prohibition), or section 1517(a) (obligate/expend in excess of an apportionment or administrative subdivision as specified in an agency's regulation) "shall be subject to appropriate administrative discipline including, when circumstances warrant, suspension from duty without pay or removal from office." 31 U.S.C. §§ 1349(a) 1518. In addition, an officer or employee who "knowingly and willfully" violates any of the three provisions cited above "shall be fined not more than $5,000, imprisoned for not more than 2 years, or both." 31 U.S.C. §§ 1350, 1519.

6. **Explain the Use of Appropriations Act, (31 U.S.C. 1301) (also referred to as the "Purpose Law**.") This statute states that funds will be used only for what they are appropriated. Simply stated this means that if you do not have sufficient funds authorized for the project, you cannot supplement the project with other funds.

NOTE: There are cases where you may have two or more appropriations funding different projects in the same building or at the same location. In this case, each project must have its own approval/ authorization and funds. An example of this is where you may have an MCA project to reconfigure the interior of a building and the DPW wants to replace the radiators with O&M funds while the interior is torn up. This is legal provided both projects have the proper approvals, authorization, and funds and are kept distinctly separate both during design and construction.

7. **Explain the terms Program Amount (PA), Current Working Estimate (CWE) and Estimated Construction Cost (ECC)**.

NOTE: The PA is the amount of funding authorized and appropriated by Congress for a MILCON project, or the statutory limit for UMMC projects as noted above.

NOTE: The Current Working Estimate (CWE) is the total cost of the construction project including administration. The CWE cannot exceed the PA without approval IAW the discussion on Cost Variations above. The CWE includes the following elements:

- Construction contract amount
- District Contingency funds (includes Post Award Engineering Services-PAES)
- Management Reserve
- Supervision and Administration (S&A)

NOTE: The Estimated Construction Cost (ECC) is the estimated cost to construct the facility. It is either the Independent Government Estimate (IGE) prior to advertising the project, or the Contractor's bid (construction contract amount), and does not include and administrative costs noted above.

8. **Explain some of the terms used when discussing military construction funding.**

NOTE: Although these terms are also included in the Glossary, Section 3-2, Terms and Definitions, they are included here for convenience.

a. APPROPRIATION - An authorization by an act of Congress to incur obligations for specified purposes and to make subsequent payments, therefore, out of the Treasury of the United States. Appropriations are classified as being annual or multi-year depending on the period of time that is available for obligation purposes.

b. ANNUAL YEAR APPROPRIATION - An appropriation account that is available for incurring obligations for a definite period of time not in excess of one fiscal year.

c. NO-YEAR APPROPRIATION - An appropriation account that is available for incurring obligations until exhausted, or the purpose for which it was designated is accomplished.

d. APPORTIONMENT - A determination by the Office of Management and Budget (OMB) as to the amount of obligations which may be incurred during a specified period (usually quarterly) under an appropriation, contract authorization, other statutory authorizations, or a combination thereof, pursuant to Revised Statutes 3679, as amended (31 U.S.C. 665).

e. ALLOCATION - An authorization by DA making funds available within a prescribed amount to an operating agency for the purpose of making sub-allocations or allotments.

f. ALLOTMENT - Document (DA Form 1323) or fund authorization document (FAD) evidencing action taken by a general operating agency making funds available to installations and/or separate activities for obligation purposes. This document is authority to obligate and is issued quarterly, or as required.

g. FUNDS AVAILABLE - Funds available for commitment or obligation.

h. COMMITMENT - A firm administrative reservation of funds, based upon firm procurement directives, orders, requisitions, or requests which authorize the creation of an obligation without further recourse to the official responsible for assuring that funds are available.

i. OBLIGATION - Any act that legally binds the United States Government to make payment. A legal liability of the Government established as a result of an order placed, contract awarded, services received, and similar transactions during a given period requiring disbursements; and which, under the specified conditions of the transactions, will result in a valid charge against the appropriation or fund involved.

j. EXPENDITURE - The disbursement of committed or obligated funds to record costs incurred for labor, contracts, etc. The recording of all costs incurred.

k. UNLIQUIDATED OBLIGATIONS - An obligation incurred for which payment has not been made.

Evaluation Preparation and Guidance: Setup: For training and evaluation purposes provide the Soldier with sample construction projects and related information on funding the requirement(s).

Performance Measures:	**GO**	**NO-GO**
1. Explained the differences between MILCON and UMMC funding	_____	_____
2. Correctly identified the approval thresholds for cost variations	_____	_____
3. Explained the authority and limitations for scope and cost reductions	_____	_____
4. Explained the circumstances that would create an Anti-Deficiency Act violation	_____	_____
5. Explained the difference between PA, CWE and ECC	_____	_____
6. Understands the meaning and when to apply typical terms used in funding	_____	_____

Military construction contracts

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. Air Force Instruction 32-1021, Planning and Programming of Facility MILCON, 14 June 2010

2. Anti-Deficiency Act 31 U.S.C. § 1341

3. AR 420-1, Army Facilities Management

4. DA Pam 420-11, Project Definition and Work Classification

5. DOD Directive 4270.5, Military Construction, 12 February 2005

6. DOD Financial Management Regulation, DOD 7000.14-R

7. ER 37-1-26, Issuance and Acceptance of Project Orders

8. Funding Types Sheet

9. Military Construction Codification Act, 10 U.S.C. § 2801-2885

10. What Color is My Money?

Notes

Construction Pre-Award

SUBJECT AREA 2: Contracting Pre-Award Tasks for Construction Contracting

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Notes

Task 2-1
DEVELOP AN ACQUISITION PLAN FOR A CONSTRUCTION CONTRACT

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to write an acquisition plan for a construction contract in accordance with the USACE Principal Assistant Responsible for Contracting (PARC) Acquisition Plan Template.

Standards: Utilizing the Department of Defense (DoD) Source Selection Procedures and USACE PARC Acquisition Plan Template for formal acquisition plans and the streamlined template for informal acquisition plans, prepared complete and accurate acquisition plans. Action resulted in a properly documented plan that was approved. All associated regulatory and policy requirements were met.

Performance Steps:

1. **Determine the need for a formal or informal acquisition plan** IAW EFARS 7.102 (S-102) and EFARS 7.102 (S-103).

NOTE: Formal acquisition plans are required in the following circumstances:

- Acquisitions for production or services (to include A-E and construction), when the total cost of all contracts for the acquisition program is estimated at $50 million or more for all years or at $25 million or more for any fiscal year. This requirement does not apply to a single, fixed-price discrete construction project. In these cases, an informal acquisition plan is sufficient.

- Nationwide projects or projects that exceed the Major Subordinate Command's (MSC (i.e. Division or Region) geographical boundaries at any threshold, except acquisitions below the dollar limits above, which extend beyond an MSCs boundaries to align with designated customer boundaries, in accordance with a signed Memorandum of Agreement (MOA), Memorandum of Understanding (MOU), or designation as the Center of Expertise (CX) or "one door to the Corps" for a specific mission area(s) are excluded from the formal acquisition plan requirement. A copy of the signed MOA/MOU/designation and a copy of the Project Management Plan (PMP), which complies with paragraph 5 b (5) of ER 5-1-10 "Corps-Wide Area of Work Responsibility", may serve as the informal acquisition plan for these actions.

- Any Early Contractor Involvement (ECI) Delivery System contract, regardless of its value, will require a formal acquisition plan approved by the Regional PARC. See Procurement Instruction Letter (PIL) 2008-13, Procurement of Construction using ECI Delivery System, and PIL 2011-06, Updated Supplemental Guidance on the Use of ECI for more information on this acquisition method.

- Any acquisition determined by the designated Regional PARC to be nationally significant, that is, impacting a major USACE initiative, raising serious or unique environmental matters, implementing a deviation from the FAR, and/or concerning significant Congressional or political interest beyond normal constituent service will require a formal acquisition plan.

NOTE: Typically, an informal acquisition plan shall be prepared according to local policy for all acquisitions not requiring a formal acquisition plan. The project management plan (PMP) required by Engineer Regulation (ER) 5-1-11, USACE Business Process, which includes the acquisition plan/strategy for the project, can serve as the informal acquisition plan for smaller projects.

NOTE: A Streamlined Acquisition Plan Template was developed in Afghanistan to facilitate preparation of informal plans in theater. See Reference material for a copy of the template. Consult with approving authority to determine if any theater specific requirements need to be addressed in the acquisition plan.

2. **Perform market research** in accordance with Task 2-3 of the ACC 51C Level One Proficiency Guide.

NOTE: USACE enterprise Market Research training has been developed. A copy of the slides is available in the references. Check with your PARC to ensure you have the most recent version.

NOTE: If time permits, or as determined necessary by the Contracting Officer (KO), use a Sources Sought Announcement to determine interest and capability of potential offerors. Information that can be requested and evaluated to determine capability includes bonding capacity (single project bonding limit and aggregate bonding limit); experience with local conditions affecting construction such as soils, seismic zones, etc.; experience working on a military installation or in overseas contingency operations; and experience with the design/build team, for design/build contracts.

NOTE: Determine whether Davis Bacon Act (FAR clause 52.222-6) applies, or, for OCONUS whether a host nation equivalent exists.

NOTE: Coordinate with other services/agencies in same theater to identify capable contractors with good track records of performance.

3. **Determine level of competition and socioeconomic requirements**

NOTE: Refer to Tasks 2-4 and 2-5 of the ACC 51C Level One Proficiency Guide to complete this step.

NOTE: In general, socioeconomic requirements do not apply in overseas contingency operations. However, contracts awarded in CONUS for performance OCONUS may contain a requirement for subcontracting plans when award is made to a large business that exceeds $1.5M. If the contingency event is CONUS use sources sought to identify capable small businesses.

NOTE: Local policies may be in place that encourages preferences for contracting with or hiring host nation businesses and/or nationals. Examples include Iraq and Afghanistan First Policies. DFARS 225.77, Acquisitions in Support of Operations in Iraq and Afghanistan, must be followed when including a preference or limiting competition to services from Iraq or Afghanistan. Coordinate with the senior DoD Contracting Command in theater.

4. **Determine whether performance and payment bonds should be required or waived. If required, determine the appropriate amount of protection to require.**

NOTE: Following is the guidance for all USACE National Contracting Organization (NCO) KOs soliciting and awarding contracts where place of performance is the Central Command (CENTCOM) Area of Responsibility (AOR).

While the Miller Act (40 U.S.C. 3131 et seq.) requires performance and payment bonds for any construction contract exceeding $150,000, the Miller Act and FAR 28.102 provide exceptions where the requirement for 100% bonding may be waived in whole or in part, when the KO makes a finding that it is impracticable for the contractor to furnish the bond. FAR 28.102-2(b)(1) provides that the KO may choose to decrease the amount of any performance bond by determining "that a lesser amount is adequate for the protection of the Government." FAR 28.102-2(b)(2)(i) provides that the KO may choose to decrease the amount of a payment bond, but the FAR requires a written determination "supported by specific findings that a payment bond [for 100 percent of the award amount] is impractical." FAR 28.102-2(b)(2)(ii) provides that the amount of the payment bond must be no less than the amount of the performance bond.

The KO should, as part of their market research, include a review of available bonding so as to be able to determine the amount, if any, of bonding available to contractors in the CENTCOM AOR. The KO should determine the level of bonding available to allow for maximum competition amongst contractors. KOs should not make a determination of available bonding based on the capacity of a limited number of firms to obtain bonding, thus limiting competition. The KO should include questions regarding available bonding in sources sought notices and during industry day forums. USACE KOs should not be averse to limiting bonding to amounts of 30% or even less if that is what market research reflects is all that is available to industry performing in the CENTCOM AOR.

The CENTCOM Contracting Command (C3) has issued guidance in the C3 Acquisition Instruction that performance and payment bonds are not required, although not prohibited, for construction contracts in Iraq or Afghanistan. Further, the C3 Acquisition Instruction states, "it has been determined that the requirement for both performance and payment bonds would effectively eliminate Iraqi and Afghan firms from the competitive process." USACE KOs will more than likely reach the same conclusion but must document the file of the determination to waive or reduce performance and payment bonds for contracts to be competed amongst Iraqi and Afghan firms. Any determination by the KO to waive or reduce bonding should be made prior to issuance of the solicitation.

5. **Determine appropriate contract type.**

NOTE: Projects can be procured on a stand alone basis using a "C" type contract, or as a task order under an indefinite delivery "D" type contract. Indefinite delivery contracts are used quite frequently and can be either a Single Award Task Order Contract (SATOC) or a Multiple Award Task Order Contract (MATOC).

NOTE: A SATOC is either awarded on a sole source basis (e.g. under the Section 8(a) program) or competed and awarded to a single contractor. IAW FAR 16.504(c) the KO must give preference to making multiple awards of IDIQ contracts under a single solicitation for the same or similar supplies or services to two or more sources, and make a written determination as part of acquisition planning. For new acquisitions we must seek continuous competition throughout the life of contracts over $100M through the use of MATOCs where at all possible. Agency heads (for Army this is the Assistant Secretary of the Army, Acquisition, Logistics and Technology (ASA,(ALT)) notify the congressional defense committees within 30 days when making a determination IAW FAR 16.504(c)(1)(ii)(D)(1) to award a SATOC estimated to exceed $100M (including options).

NOTE: A MATOC is competed and contract awards are made to two or more contractors who compete for the resulting task orders. The scope of work (SOW) for the basic MATOC is general in nature, and is the same for all contractors. RFP's with specific SOWs are issued to all MATOC contractors as projects are received. Typically, a minimum of three contracts are awarded under a MATOC so that if one firm is not competitive or does not perform well, competition can still occur.

NOTE: Job Order Contracts (JOC) are another type of indefinite delivery contract and are used to perform maintenance, repair and minor construction on military installations. See AFARS Part 5117.90. Both the Army and Navy use JOCs. The Air Force equivalent is a Simplified Acquisition of Base Engineering Requirements (SABRE) contract.

Design-Bid-Build (D-B-B) vs. Design-Build (D/B). The primary difference between these project delivery methods is when and who performs the design. In D-B-B projects, the plans and specifications (e.g. the design) is either completed by USACE in-house by Engineering Division or contracted to an Architect-Engineer (A-E) firm. In these cases, the A-E is considered an extension of the USACE staff. The entity creating the design is referred to as the "Designer of Record" (DOR). The DOR is responsible for the technical accuracy and completeness of the design and correction of any errors or omissions. After completion of the design, the project is advertised and a construction contract is awarded. D/B contracts, on the other hand, are awarded to one entity that is responsible for the design and construction of the project. D/B contracts are considered construction contracts and typically the A-E is a member of the construction contractor team, either as a subcontractor or joint venture partner. In some cases the A-E

may be the prime, subcontracting to one or more construction firms, but the contract is still a construction contract. In other cases, the D/B firm may have both construction and A-E functions in house. In D/B contracts the prime is the DOR.

Site-Adapt-Bid-Build vs. Adapt-Build. The purpose of the site-adapt project delivery method is to take either a standard design for a specific facility type or a design which was created for a specific project and adapt it to fit the site of the proposed project. Creating a site-adapted design is either accomplished by USACE in-house or by an A-E. When the design is complete it is advertised for construction. Alternatively, the design and construction can be accomplished in one contract using a Site-Adapt construction contract, referred to as Adapt-Build, which is similar to D/B.

NOTE: Monetary incentives can be incorporated into construction contracts. Often these incentives are tied to early completion of a project or a phase of a project. Use caution when considering incentives as construction projects often encounter delays from differing site conditions, weather, or errors and omissions in the design. When additional costs are involved to obtain earlier completion, this is known as expediting. Contracts funded by Military Construction (MILCON) Appropriation Acts, such as Military Construction Army (MCA) or Military Construction Air Force (MCAF) require approval by the Head of the Agency (HCA) IAW DFARS 236.270 The KO may approve an expedited completion date if no additional costs are involved. Because performance incentives present complex problems in contract administration, the KO should negotiate them in full coordination with the Project Delivery Team (PDT), especially the Project Manager (PM), Administrative Contracting Officer (ACO) and Office of Counsel (OC).

6. **Determine solicitation method; complete Justification of Procurement Method.**

CAUTION: Construction can be acquired using Simplified Acquisition Procedures (SAP) (see Task 2-12, ACC 51C Level One Proficiency Guide) however in USACE construction is not procured as a commercial service.

NOTE: Construction for contingency operations is typically solicited using competitive negotiation procedures IAW FAR Part 15. Negotiations are typically necessary in OCONUS contingency environments per FAR 6.401(b)(2).

NOTE: D/B solicitations can be issued IAW FAR Part 15 as a competitive Request for Proposal (RFP) or IAW FAR Part 36.3 using the Two-Phase D/B process.

7. **Determine evaluation factors**. Refer to Task 2-4, Step 10, ACC 51C Level One Proficiency Guide.

NOTE: It is important to identify evaluation criteria that will truly discriminate one offeror from another. Avoid overly complex criteria, or using many sub factors and sub-sub factors as this complicates the evaluation process. Use the least number of factors and subfactors necessary to conduct a proper evaluation. Too many subfactors can dilute the importance of a factor. Interview the PM and technical experts to find out what information is necessary to evaluate and the best way to submit that information to promote effective evaluation.

NOTE: Crosswalk evaluation criteria with technical requirements contained in the specifications. For example, if the professional qualifications criterion requires the evaluation of the Quality Control Manager credentials, ensure that they do not conflict with the minimum experience/education requirements in the Contractor Quality Control section of the technical specifications.

8. **Develop a comprehensive acquisition plan** IAW the informal or formal plan template.

NOTE: Check PARC websites for samples of approved plans.

9. **Obtain review and approval of completed formal acquisition plan** IAW PARC Policy. See Procurement Instruction Letter (PIL) 2010-04 for review and approval thresholds.

Evaluation Preparation and Guidance: Provide the soldier with references, URL links and samples of construction contract acquisition plans.

Performance Measures:	**GO**	**NO-GO**
1. Properly identified approval thresholds for formal/informal AP	_____	_____
2. Properly used PARC Approval Matrix in selecting plan approval authority	_____	_____
3. Prepared AP compliant with PARC Template/DoD Source Selection Procedures	_____	_____
4. Properly identified authority for limiting competition to products or services in Iraq or Afghanistan	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. 18650-NAB Award Fee Plan Development

2. ACC 51C Level One Proficiency Guide, Sep 2010

3. Acquisition Plan Preparation Template, Directorate of Contracting, Office of the Principal Assistant Responsible for Contracting USACE, Revised March 2008;

4. Acquisition Plan Roles and Responsibilities Matrix

5. Acquisition Plan Template – Informal Construction

6. Acquisition Plans Training

7. Acquisition Strategies – AEN

8. AED-N Informal Acquisition Plan Template Sep 2010

9. C3 Acquisition Instructions

10. Checklist to Execute a Solicitation (16 Sep 2010)

11. Corporate Team Decision Brief ANSF Acquisition Strategies and Schedules 29 AUG 10

12. Email, FW INFOACTION NCO Guidance on Construction Contract Bonding – CENTCOM AOR

13. FAR 7/DFARS 207/AFARS 5107/EFARS Part 7, Acquisition Planning

14. DFARS PGI Part 7 – Acquisition Planning

15. FAR 10/ DFARS 210/ AFARS 5110, Market Research

16. DFARS 225.77 DoD Acquisitions in Support of Operations in Iraq and Afghanistan

17. DFARS PGI 225.7703-2 Determination Requirements

18. FAR 36/ DFARS 236/ PGI 236/ AFARS 5136/ EFARS Part 36 Construction and Architect-Engineer Contracting

19. FAR and DFARS Dollar Thresholds 18 NOV 2010

20. FY11 PROSPECT 366, Construction Contract Administration Student Manual

21. GRD 09-02 Sons of Iraq 2-18-09

22. GRD 09-06 Acquisition Planning

23. Iraqi Women Owned Business (IWOB) Preference

24. Market Research Training (NCO) Apr 2011

25. National Guard Bureau (NGB) Construction Handbook Part 1 (Draft), April 2011

26. NCO Informal Acquisition Plan Template

27. NCO Upward Reporting of J and As Form

28. PALTs 21 Aug 2010 – AEN

29. PARC kme Site

30. PARC-ATL kme

31. PARC-DAL kme

32. PARC-WIN kme

33. PARC Templates (All)

34. PIL 2008-07-01, Justification of Procurement Method

35. PIL 2009-03, Policy and Procedure Regarding the Use and Approval of DD Form 2579

36. PIL 2009-11, Upward Reporting of After-the-Fact J and As

37. PIL 2010-04, Document Review and Approval Matrix

38. PIL 2011-01, Project Labor Agreements

39. PIL 2011-07, Enhanced Authority to Acquire Produces and Services Produced in Iraq and Afghanistan

40. PIL 2011-10, Requirements for Cost-Plus-Award-Fee Contract Determination, Issuance and Administration

41. USACE OPARC Enterprise training, Market Research

Task 2-2
THE ROLE OF SMALL BUSINESS IN CONTINGENCY/EMERGENCY CONTRACTING

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the role of the USACE Small Business Office in contingency/emergency contracting.

Standards: Prepare a briefing on the role of the USACE Small Business Office and FAR Part 19, Small Business Programs, in contingency/emergency contracting

Performance Steps:

1. **Determine the applicability of FAR Part 19 to your contracting mission**.

NOTE: Small Business provisions and considerations identified in FAR Part 19 apply for CONUS procurements awarded for performance in the United States or its outlying areas with the exception of FAR Subpart 19.6 Certificates of Competency (COC) and Determination of Responsibility, which applies worldwide.

2. **Determine the applicability of FAR Part 19 to CONUS emergency missions**.

NOTE: When a CONUS emergency occurs, the Small Business Specialist (SBS) assigned to the lead District/Center will provide small business support for that mission. If the lead District/Center's SBS is not available or there is not a lead District/Center, small business support should be obtained from a Division or HQ level small business asset. Small Business Office contact information can be obtained at the following link (or by calling (202) 761-8789 or 0725):
http://www.usace.army.mil/CESB/Documents/SmallBizAdvocates.pdf

3. **Determine the Small Business requirements when conducting CONUS emergency contracting**.

NOTE: All CONUS requirements are required to be coordinated with the assigned SBS and the Small Business Administration (SBA) utilizing a DD Form 2579 Small Business Coordination Record, unless the procurement is under $150,000 and automatically and exclusively set-aside for small businesses. Your SBS will ensure that requirements are coordinated with the appropriate SBA Office, i.e., Procurement Center Representative (PCR), 8(a) Business Development Specialist, etc. Additional documents/ processes your SBS should assist with and/or coordinate on:

- Justifications and Approvals (J&A)
- Sources Sought
- Market Research
- Acquisition Plans & Strategies
- Small Business Payment Complaints
- Small Business Participation Plans
- Small Business Participation Plans
- Subcontracting Plans
- Peer Reviews
- Small Business Protests
- Small Business Congressionals
- Other small business related concerns

NOTE: Certificates of Competency (CONUS or OCONUS). The Small Business Administration (SBA) issues COCs stating that the holder is responsible (with respect to all elements of responsibility, including, but not limited to, capability, competency, capacity, credit, integrity, perseverance, tenacity, and limitations on subcontracting) for the purpose of receiving and performing a specific Government contract. The COC program empowers the Small Business Administration (SBA) to certify to Government contracting officers as to all elements of responsibility of any small business concern to receive and perform a specific Government contract. A contracting officer shall, upon determining an 'apparent successful small business offeror to be nonresponsible, refer that small business to the SBA for a possible COC, even if the next acceptable offer is also from a small business.

Evaluation Preparation and Guidance: Setup: Provide the soldier with a scenario where he/she briefs the role of the Small Business office in contingency/emergency contracting. Have the soldier brief when FAR Part19 applies and how to utilize the SB office as a liaison to the SBA.

Performance Measures:	**GO**	**NO-GO**
1. Properly determined when FAR 19 applied to the contracting mission	_____	_____
2. Properly identified when coordination with the SB office is required	_____	_____
3. Properly identified when a Certificate of Competency is required	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. BG Harrison Testimony to Senate Small Business Committee – 15 SEP 2011 (Disaster Response)

2. DD 2579 Small Business Coordination Record

3. FAR Part 19/ DFARS 219/ PGI 219/ AFARS 5119/ EFARS Part 19, Socioeconomic Programs

4. PIL 2009-03 Policy and Procedure Regarding the Use and Approval of DD Form 2579

Task 2-3
DEVELOP A SOURCE SELECTION PLAN

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to write a source selection plan for a construction acquisition that will be a negotiated procurement conforming to the policy set forth in FAR Part 15.

Standards: Planned, prepared and executed a source selection plan for a construction contract requirement compliant with Department of Defense Source Selection Procedures (DoD-SSP) and Procurement Instruction Letter (PIL) 2008-11, Contract Source Selection Guidance.

Performance Steps:

1. **Identify the Source Selection Organization (SSO) Members**.

NOTE: In a formal source selection, the SSO generally consists of the Source Selection Authority (SSA), a Source Selection Advisory Council (SSAC), and a Source Selection Evaluation Board (SSEB). Informal source selections typically do not include the SSAC as part of the SSO.

SSA: The SSA may be the Contracting Officer (KO), or in large dollar or complex procurements, an individual at one level (or more) above the KO. For most USACE procurements the SSA will be an 1102 or 51C KO. Principal Assistant Responsible for Contracting (PARC) approval is required when appointing a non-1102/51C SSA or when using formal source selection procedures. (See PIL 2010-04, NCO Document Review and Approval Matrix.)

SSAC: Typical members include senior members of Program Management, Engineering, Construction, Small Business, and Counsel. Other technical disciplines and/or the customer may also be included. The SSAC should consist of those most able to provide advice to the SSA regarding the source selection process.

SSEB: The SSEB is usually comprised of multiple groups of evaluators who are responsible for evaluating specific areas of the proposal against the Request for Proposal (RFP) requirements. The precise structure of the SSEB is a matter within the SSA's discretion. Typical SSEBs have at least a technical evaluation and cost team. For complex acquisitions SSEBs may also have past performance, small business utilization and risk analysis teams. To ensure independent analysis SSEB teams usually review only that area of the RFP assigned to them.

NOTE: Typical members include project managers (PM), engineers, construction field office personnel and the customer / requiring activity / end user. Inclusion of evaluators from key constituencies on the SSEB ensures that (a) the Board is populated with appropriately skilled personnel, and (b) the viewpoints of these constituencies are taken into consideration during the SSEB assessment of proposals.

NOTE: As a result of many factors, some Divisions / Districts / customers are faced with the possibility of using Non-Government Personnel (NGP) to support the source selection process which may include writing documents (e.g., Memoranda for Record (MFR), source selection plan, source selection document, and etc), providing subject matter expertise for specific technical factors and sub factors, and supporting other functions as needed. However, documents being processed by NGPs must identify NGP involvement (e.g., signatory on documents) and at no time should NGPs be voting members of the SSO. Note too that any NGPs performing advisory and assistance services such as noted here require written approval of the Regional PARC and each offeror, before those sources may be identified as members of the SSO and used to evaluate or analyze any specific aspect of a proposal. For identification purposes, when processing source selection documents for PARC review and approval, NGPs should include in their signature block the company's name (e.g., contractor) and the Division / District supported, if

preparing documents. Please refer to DoD Source Selection Procedures, Para 1.4.5 and Regional PARC Memorandum – RPM-08-01, Use of Non-Government Personnel to Participate as Non-Voting Technical Advisors to a Source Selection Evaluation for further guidance and instructions.

NOTE: See also Task 2-9, ACC 51C Level One Proficiency Guide.

2. **Determine Evaluation Criteria**. See Task 2-1; Develop an Acquisition Plan for a Construction Contract.

NOTE: Ensure your evaluation factors mirror the criteria and requirements in the solicitation sections 00110, Instructions to Offerors, and 00120 Evaluation of Offers. In addition, ensure that evaluation criteria do not conflict with General Requirements and/or Technical Specifications or Provisions of the RFP.

3. **Prepare a comprehensive Source Selection Plan IAW the DoD-SSP**.

4. **Prepare Evaluation Sheets** for the Board to document their ratings and justification to support the assigned rating. The evaluation sheets will help you determine how easy it will be to evaluate the criteria you have selected. You will be able to identify overly complex criteria and streamline them in the RFP. However, when preparing the evaluation sheets, ensure that the criteria match the RFP wording exactly – do not try to abbreviate or simplify them on the evaluation sheets.

NOTE: The Source Selection Plan should be completed prior to issuance of the RFP and updated whenever amendments are issued that change the solicitation.

5. **Obtain Source Selection Plan Approval:** Obtain signature of all stakeholders identified in the plan as having approval authority. Typically this will include the SSA, PM, KO, Attorney Advisor and Small Business Specialist. There may be other technical elements that need to sign the plan and higher level approving officials if the dollar value of the plan warrants.

NOTE: See PIL 2010-04, Document Review and Approval Matrix to determine whether higher level approval is necessary.

Evaluation Preparation and Guidance: Provide the Soldier with references, URL links and samples of construction source selection plans.

Performance Measures:	**GO**	**NO-GO**
1. Identified the members of the SSO and explained their role in Source Selection	_____	_____
2. Prepared a source selection plan for a construction requirement	_____	_____
3. Obtained approval for the subject plan	_____	_____
4. Distributed the approved plan in accordance with USACE policy and documented the solicitation/contract file.	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. DoD Source Selection Procedures, 4 MAR 2011

2. FAR/DFARS/AFARS/EFARS Part 15.3, Source Selection

3. PIL 2008-11 Contract Source Selection Guidance, 29 JUL 08

4. PIL 2010-04 PARC Document Review and Approval Matrix

5. RPM-08-01, Use of Non-Government Personnel to Participate as Non-Voting Technical Advisors to a Source Selection Evaluation

6. SSP – Full and Open Design-Bid-Build Template

7. SSP – Full and Open Design-Build Template

8. SSP – LPTA Template

Task 2-4
DEVELOP A PRESOLICIATION ANNOUNCEMENT FOR CONSTRUCTION

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to develop a presolicitation announcement for a construction requirement.

Standards: Make the required presolicitation and post award synopsis in accordance with FAR Part 5. Ensure synopses are cancelled properly.

Performance Steps:

1. **Receive the "Official" Project Name/Project Number/Description/Location from the Project Manager (PM)**

NOTE: Validate against Project name used in the formal Acquisition Plan or Project Management Plan, which serves as the informal acquisition plan for most construction projects.

2. **Receive the Labor Code from the PM and ensure sufficient funding for contracting actions**. If sufficient labor funding is not available at this time for all contracting actions, ensure sufficient labor funds for this step and do not proceed until more funding is provided. Based on your District's policy, you may not be required to charge against a labor code as an MCCO, however, those in the office supporting you, such as Procurement Technicians, Procurement Analysts, Team Leaders, Supervisors and/or KO's will need the labor code to complete their tasks. General guidance is to follow your district's policy and procedure.

3. **Ascertain the estimated construction cost (ECC) of the project**.

NOTE: When publicizing the solicitation, use the Magnitude of Construction dollar ranges in FAR 36.204 and DFARS 236.204, Disclosure of the Magnitude of Construction Projects, rather than the actual ECC.

4. **Determine whether an exception to synopsizing the proposed action applies IAW FAR 5.202**.

a. Are you in a contingency environment?

b. Are you OCONUS?

c. Do you intend to solicit using host nation or local national vendors to accomplish the work?

d. If you answered yes to all of the above, and your project falls under the threshold for the World Trade Organization Government Procurement Agreement and Free Trade Agreements (WTO GPA FTA), FAR 25.403, then the exception at FAR 5.202 (a)(12) applies. [As of DEC 2010 the threshold was $7,804,000.] Construction requirements under this dollar threshold would not require a synopsis through Army Single Face to Industry (ASFI) to Federal Business Opportunities (FedBizOpps).

NOTE: Follow FAR Part 5 guidance for construction actions over the WTO GPA FTA threshold.

NOTE: Even though you may reduce the response time for synopsis and solicitation in an overseas contingency operation for actions not exceeding the WTO GPA threshold – as the KO you must establish a solicitation response time that will afford potential offerors a reasonable opportunity to respond to the proposed contract action.

5. **Use appropriate procedures to publically make the pre-solicitation notice**. All contract actions that

require synopsis are published through ASFI to FedBizOpps. FedBizOpps serves as the single government point-of-entry for federal government procurement opportunities. Publication of the requirement in may also serve as the sources sought notice.

NOTE: Check with the PM to see if there is any requirement to make a pre-solicitation congressional notification or similar upward reporting notice within your reporting chain. (Refer to Task 1-6, Explain Types of Funding Used for Construction Contracts).

NOTE: It is highly recommend you coordinate with local trade associations, local government agencies and other venues to publicize your requirements to increase competition for your requirements. Most trade associations and local government agencies have electronic bill boards to post requirements.

6. **Publish a cancellation synopsis, if applicable**. If the project is cancelled a synopsis for cancellation shall be prepared in IAW FAR 5.207(f`). The cancellation synopsis should contain an explanation for the cancellation.

Evaluation Preparation and Guidance: Provide the Soldier a written scenario with acquisition plan and draft solicitation. Soldier should prepare a synopsis for the solicitation and give evidence that they are able to upload the synopsis through ASFI to FedBizOpps. Provide alternate scenario for cancellation of a project and have the Soldier prepare a synopsis. Provide Soldier a scenario with an awarded contract and have them prepare award synopsis.

Performance Measures:	**GO**	**NO-GO**
1. Determined if solicitation has to be synopsized	_____	_____
2. Prepared pre-solicitation synopsis	_____	_____
3. Posted a mock presolicitation synopsis to ASFI for FedBizOpps	_____	_____
4. Cancelled the presolicitation synopsis in FedBizOpps	_____	_____
5. Synopsized contract award and posted (mock) to ASFI for FedBizOpps	_____	_____
6. Cancelled the mock post award synopsis	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. FAR Part 5.2, Synopses of Proposed Contract Actions

2. FAR Part 5.3, Synopses of Contract Awards

3. FAR and DFARS Dollar Thresholds 18 NOV 2010

4. Email, FW INFOACTION NCO Guidance on Construction Contract Bonding – CENTCOM AOR

5. GRD 09-04 Advertising

6. Iraq Women Owned Business (IWOB) Preference

Task 2-5

EXPLAIN HOW THE CONSTRUCTION CONTRACT FORMAT DIFFERS FROM THE UNIFORM CONTRACT FORMAT USED FOR OTHER TYPES OF SOLICITATIONS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain how the contract format used for construction contracts differs from the Uniform Contract Format (UCF) used for other types of solicitations and contracts.

Standards: Briefed the difference between the UCF for service and supply actions and the contract format for construction contract. Given a construction solicitation, was able to locate the General Requirements, contract clauses, bid schedule, representations and certifications, special contract requirements, and technical provisions.

Performance Steps:

1**. Explain the difference between the UCF for service and supply actions and the contract format for construction contract.**

NOTE: Per EFARS 14.201-1(a)(1), the following USACE format shall be used in lieu of the UCF for construction contracts.

USACE Contract Format
00010 Solicitation/Contract Form (SF 1442)/Schedule (UCF Sections A & B)
00100 Instructions to Offerors (UCF Sections L & M)
00600 Representations & Certifications (UCF Section K)
00700 Contract Clauses (UCF Section I)
00800 Special Contract Requirements (UCF Section H)

01000 Division 1, General Requirements (UCF Section C)
16999 Division 2-16, Technical Provisions (UCF Section C)

NOTE: The numbering for the technical specifications, referred to above as Divisions 1-16 have been changed. Refer to Engineering Construction Bulletin (ECB) 2006-4 or in Exhibit 3-2 of the Construction Contract Administration PROSPECT Course Student Guide for the current numbering convention for the technical specifications.

NOTE: See Reference Materials accompanying this guide for the complete Construction Specifications Institute (CSI) MasterFormat table of contents.

2. **Become familiar with the Request for Proposal (RFP) format for Design-Build requirements.**

a. Proposal Requirements, Contract Forms, and Conditions

00 11 00 Solicitation, Offer & Award (SF 1442)
00 21 00 Instructions, Conditions & Notices to Offerors
00 22 10 Phase 1 Design-Build Selection Procedures
00 22 20 Phase 2 Design-Build Selection Procedures
-or-
00 22 11 Proposal Submission Requirements, Evaluation Criteria and Basis of Award for One Step Design-Build Selection

00 45 00 Representations and Certifications

00 72 00	Contract Clauses
00 73 00	Special Contract Requirements

b. Division 01

01 10 00	Design Requirements (MATOC – "Statement of Work")
01 32 01.00.10	Project Schedule
01 33 00	Submittal Procedures
01 33 16	Design After Award
01 45 04.00 10	Contractor Quality Control System
01 57 20.00 10	Environmental Protection
01 62 35	Recycled/Recovered Materials
01 78 02.00 10	Closeout Submittals

c. Appendices

Evaluation Preparation and Guidance: Setup: Provide a solicitation to the Soldier and explain how it is organized, how it differs from the UCF, and where to locate pertinent information.

Performance Measures:	**GO**	**NO-GO**
1. Explained the difference between the UCF and the construction contract format	_____	_____
2. Given a construction solicitation, correctly located pertinent information	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. Course #366, Construction Contract Administration, Exhibit 3-2 (beginning on page 3-19)

2. CSI MasterFormat table of contents

Task 2-6
REVIEW CONSTRUCTION PLANS AND SPECIFICATIONS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain what sections and key information in the plans and specifications that should be reviewed by the contract specialist.

Standards: Identify the sections and key information in the specifications that should be reviewed for clarity, consistency and appropriateness.

Performance Steps:

1. **Review Section 01000, General Requirements**. Cross reference phasing or performance schedule information with Section 00800 Special Contract Requirements. Cross reference any Payment provisions with the Bid Schedule.

2. **Identify and review the use of restrictive experience or licensing requirements** in the General Requirements or technical sections.

3. **Identify any brand name or proprietary products in the specifications and ensure they are justified IAW FAR 6.302-1I.**

NOTE: If "brand name or equal" is used, ensure salient physical, functional, or performance characteristics of the brand name item that the equal item must meet to be acceptable for award are referenced, IAW FAR 11.104.

NOTE: Each specification section contains three parts; References, Products and Execution. Focus on the products section of each specification to find brand name products.

4. **Determine whether furniture is included in the specifications, section 12 00 00**.

NOTE: Generally, Military Construction (MILCON) funds may not be used to buy movable furniture. Built-in furniture and equipment, such as "systems furniture," ovens, and the like may be acquired with MILCON funds. See Reference Material for USACE Policy Memorandum. For OCONUS contingency operations, it may be preferable to have the construction contractor purchase and install the furniture, fixtures and equipment (FFE). In this case, a separate Contract Line Identification Number (CLIN) funded by Operation and Maintenance Army (OMA) funds shall be used.

Evaluation Preparation and Guidance: Setup: Walk through a set of plans and specifications with the Soldier to acquaint them with the various sections, what is included in each, how they relate to the rest of the solicitation and what to look for.

Performance Measures:	**GO**	**NO-GO**
1. Explained the three parts of a technical specification and the purpose of each	_____	_____
2. Explained what to look for in each section of the General Requirements and Technical Provisions of the specifications	_____	_____
3. Reviewed a set of plans and specifications, and all aspects were consistent with the		

Solicitation and appropriate approvals were in place _____ _____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. FAR Part 6.302, Circumstances Permitting Other Than Full and Open Competition

2. FAR Part 11.104, Use of Brand Name or Equal Purchase Descriptions

3. PGI 211.105, Items Peculiar to One Manufacturer

4. Memorandum, 24 DEC 09, USACE Implementation of Army Policy for Base Realignment and Closure 2005 Furniture, Fixtures and Equipment

Task 2-7
OBTAIN PRESOLICTATION CLEARANCES

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain how to obtain presolicitation clearances.

Standards: Presented a solicitation to the KO for review and all presolicitation clearances were completed as required.

Performance Steps:

NOTE: In construction contracting, operating in good faith can be defined as having the clearances and approvals necessary to go forward with award. To operate in this environment those clearances and approvals are defined as necessary lands, agreements, environmental and water quality permits and funding.

1. **Obtain Real Estate Certification**.

NOTE: Solicitations for construction contracts should not be issued until the District Chief of Real Estate has certified in writing that sufficient real property interests are available to support construction under such contracts. However, in exceptional circumstances the District Commander may authorize the issuance of a solicitation contrary to this general policy after full assessment of the risks and benefits of proceeding per Engineering Regulation ER 1105-2-100, Planning Guidance Notebook, page F-18, Appendix F-11, Amendment #2 31 Jan 07. In those cases where solicitations are issued without sufficient real property interests, the solicitation documents should advise potential offerors of such facts, and proposals should not be received prior to receipt of real estate certification.

NOTE: For Civil Works contracts, a Project Cooperative Agreement (PCA) must be executed between the Federal Government and a non-federal sponsor. See ER 1105-2-100, Planning Guidance Notebook, specifically page E-127, Section E-21.

2. **Obtain Environmental Assessments and Permits**.

NOTE: If OCONUS determine whether the host country has any environmental laws or certification requirements that must be obtained prior to advertising.

NOTE: For CONUS the National Environmental Policy Act (NEPA) and Clean Water Act (CWA) require environmental assessments and water quality certifications prior to advertising. See Reference Material for a memorandum on this topic.

3. **Obtain Biddability, Constructability, Operability and Environmental (BCOE) Review**.

NOTE: The BCOE review encompasses compatibility of the design with site conditions, materials, schedules, and construction methods. The review includes consideration of the protection of air, water, land, animals, plants, and other natural resources from the effects of construction and operation of the project as stated in the Project Management Plan (PMP), and should include a step-by-step review of how the construction process will unfold. See also Enterprise Standard ES08020, BCOE Procedure, in the USACE Quality Management System.

NOTE: Per ER 415-1-11, Biddability, Constructability, Operability and Environmental Review, Paragraph 7 d, District Contracting Chiefs (DCCs) will ensure that bid opening is not made prior to BCOE certification unless the Contracting Officer (KO) determines that it is in the best interest of the government to award

without incorporation of all comments. A determination and findings (D&F) signed by the KO will be placed in the contract file in place of the certification when award is made without this certification. A sample certification is at Appendix A of the ER.

4. **Determine whether Unexploded Ordnance (UXO) has already been cleared from the project site**.

NOTE: The Project Manager (PM) must provide a mine clearance certification for the entire project site. If demining has not occurred then the preferred method of clearance would be to issue a separate task order from an existing UXO/demining IDIQ contract and obtain the certification from the IDIQ contractor prior to award of the instant contract action. The least desirable method would be to include a requirement for demining in the construction contract. The allied forces have a Mine Action Center that monitors the cleared geographic locations and if the area has been cleared, they will provide the certification.

5. **Determine whether a Theater Business Clearance (TBC) is required**.

NOTE: TBC's are required in the Central Command (CENTCOM) AOR. See the Contracting Officer's Guide for Theater Business Clearance in the Reference Material.

6. **Prepare Warranty of Construction Determination and Finding** for DCC signature per DFARS 246.704.

NOTE: In construction, the typical warranty period is one year. In some cases a longer warranty may be in the Government's best interest for certain features of work such as roofing or building systems. See Reference Material for Sample D&F.

7. **Determine the need for options**.

NOTE: Per FAR 17.202, the KO may include options in contracts when it is in the Government's interest. The KO shall make a written determination that there is a reasonable likelihood that the options will be exercised before including options in the solicitation. See Reference materials for a sample D&F.

8. **Prepare Justification of Procurement Method** IAW PIL 2008-07-1

9. **Prepare applicable D&Fs, as required.**

a. Single Award Task Order Contract (SATOC) IAW FAR 16.504l(1)(ii)l.

b. Time and Materials (T&M) or Labor Hour (LH) Contract IAW FAR 16.601(d)(1) and DFARS 216.601(d).

c. Undefinitized Contract Action (UCA) IAW EFARS 17.74

d. Ordering period of a task order contract exceeds ten years IAW DFARS 217.204(e)(i)l.

e. Use and evaluation of options IAW FAR 17.206 See references for sample D&F

f. Use of Options Beyond five-year regulatory limit IAW AFARS 5117.204(e)

g. Mobilization and Demobilization (MOB & DEMOB) See references for samples of D&F for a complex project and a D&F for specialized equipment

h. Warranties IAW FAR 46.7 See references for sample Warranty D&F

i. Liquidated Damages (LD) IAW FAR 36.206 See references for sample LD D&F

j. Buy American Act Determination IAW FAR 25 See References for a briefing on Buy American Act waivers, information on domestic non-availability waivers, and sample waivers based on cost and impracticable for use.

k. Determination and Findings for Consolidation of Contract Requirements IAW DFARS 207.170

l. Approval for Single Award TO/DO Contracts >$100M IAW PARC Policy Alert 08-31. See References for a Sample D&F.

10. **Obtain "Authority to Advertise" from the PM**.

NOTE: Ascertain the estimated construction cost (ECC) and current working estimate (CWE) of the project. If MILCON, compare these to the Programmed Amount (PA) to ensure they do not exceed the PA. If either exceeds the PA, then ensure that the "Authority to Advertise" design directive gives authority to advertise in excess of the PA.

NOTE: Design directives, or design codes, authorize various stages of project design, indicate project scope and cost, and provide special instructions for the design of the project through construction contract award. These design codes are issued by HQDA (DAIM–OD). USACE in turn issues these codes to their divisions and districts. AR 420-1, Army Facility Management, Para 4-36 contains a list of design directive codes. These codes have been included in a chart in the reference section of this Guide.

Evaluation Preparation and Guidance: Setup: Brief the Soldier on the Presolicitation clearances required for the AOR, the local procedure to obtain them, and how to process them for approval as required.

Performance Measures:

	GO	NO-GO
1. Identified and explained the purpose of the typical certifications, clearances and D&F's required for construction CONUS	_____	_____
2. Identified and explained the purpose of the typical certifications, clearances and D&Fs required for construction OCONUS	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. AR 420-1 Army Facilities Management

2. AR 420-1, Design Directives Chart

3. BCOE

4. Buy American Act Waivers Briefing

5. Buy American Act Domestic Non-Availability Waiver Information

6. C3 Acquisition Instructions (AI), CENTCOM Contracting Command Acquisition Instructions.

(NOTE: Although the C3 AI's are not applicable to USACE contracting offices, the reference provides good general situational awareness for Soldiers and KOs.)

7. Checklist to Execute a Solicitation (16 Sep 2010)

8. Contracting Officer's Guide for Theater Business Clearance

9. Deputy USD Memo TBC-CAD Compliance

10. DFARS 207.170, Consolidation of Contract Requirements

11. EFARS 17,74, Undefinitized Contract Actions

12. ER 415-1-11, Biddability, Constructability, Operability and Environmental Review, 01 SEP 94

13. ER 1105-2-100, Planning Guidance Notebook

14. ES08020, BCOE Procedure.

15. FAR and DFARS Dollar Thresholds 18 NOV 2010

16. FAR 16.504, Indefinite Quantity Contracts

17. FAR 16.601(d)(1) and DFARS 216.601(d) T&M and LH contracts

18. FAR Part 17.2, DFARS 217.2 and AFARS 5117.2, Options

19. FAR Part 25.2, Buy American Act – Construction Materials

20. FAR 36.206, Liquidated Damages

21. FAR 46.7, DFARS 246.704, Authority for Use of Warranties

22. GRD 09-03, Liquidated Damages

23. Iraq-Afghanistan TBC Guide 15 Aug 2009

24. PARC Policy Alert 08-31, Delegation of Authority for Approving Determinations Required Under Section 843 of the NDAA FY08

25. PIL 2008-04, Theater Business Clearance (TBC) Requirement for Iraq and Afghanistan

26. PIL 2008-07-1, Justification of Procurement Method

27. PIL 2009-03, Policy and Procedure Regarding the Use and Approval of DD form 2579

28. QMS ES08020, BCOE Procedure

29. QMS ES08020.1, Attachment A, Sample BCOE Certification

30. QMS ES08020.2, Attachment B, Sample BCOE Status of Real Estate

31. QMS ES08020.3, Attachment C, Sample BCOE Certification for Indefinite Delivery MATOC Contract

32. QMS NAO 08860, Ready to Advertise

33. Sample Advertising Prior to Receipt of Environmental Documentation

34. Sample DF Buy American Act Waiver; Cost

35. Sample DF Buy American Act Waiver; Impracticable for Use

36. Sample DF Include Option Clause

37. Sample DF Liquidated Damages

38. Sample DF MOB & DEMOB W912ER-11-R-0059

39. Sample DF Mob & Demob – Complex Project

40. Sample DF Mob & Demob – Specialized Equipment

41. Sample DF SATOC above $100M

42. Sample DF Warranty

43. TBC and CAD Memo 15 Sep 2009

44. TBC SOP Document 7-8-10

Task 2-8
DEVELOP A CONSTRUCTION SOLICITATION

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned the task to develop a construction solicitation.

Standards: Using the Department of Defense (DoD) Standard Procurement System (SPS)/Procurement Desktop Defense (PD^2) develop a construction solicitation with all applicable clauses, attachments, and other pertinent information ready for Peer Review to meet established suspense dates.

Performance Steps:

NOTE: Use Construction Specifications Institute (CSI) format in PD^2 when building the construction solicitation.

1. **Establish a folder to organize documents IAW with ENG Form 3726** (Official Contract Record Checklist – Pre-Award).

NOTE: A-E and construction actions use the ENG Form 3726 as the official contract checklist. For supply and service contracts use the Army Official Contract Checklist. See reference material for copies of the checklists. [NOTE: USACE is in the process of creating specific file checklists for A-E, Construction, Supply and Service, as well as others. When these are issued, they shall be used.]

2. **Receive Plans and Specifications**. Project Manager (PM) / Requiring Activity provides the Contracting Officer (KO) with a complete Statement of Work (SOW) and any associated technical requirements or specifications/drawings associated with the project.

3. **Receive certified Purchase Request and Commitment (PR&C)**, through the Corps of Engineers Financial Management System (CEFMS), which covers the Government's independent estimate of construction cost. Check with Resource Manager (RM) / J-8 to ensure receipt of proper type of funding.

NOTE: In some cases, a "Planning" PR&C, either $0 or $1, may be provided to establish the solicitation. In these cases, add the following statement: "Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are available." Evidence of available funds from the customer Resource Manager (RM) and/or authority to advertise must be provided to ensure that funds are available (Code A). This typically occurs with MILCON projects. Complete funding for the project must be received prior to award.

4. **Perform automated or manual interface between CEFMS and SPS/PD^2**.

NOTE: The best practice is to use the PR&C which has been "pushed across" from CEFMS to SPS/PD^2. In exceptional cases a PR&C can be manually loaded into SPS/PD^2 and approved. However, this will not allow the PR&C to be married up with the CEFMS PR&C later.

NOTE: Ensure your line items identify an amount so the total value of the PR&C will establish a value within your Magnitude of Construction and will facilitate auto clause selection.

5. **Build your Solicitation document in SPS/ PD^2**.

NOTE: Periodically save your document in case the system or your computer has challenges, then you won't have to start over.

NOTE: Following is a general guide for the required steps to create a construction solicitation in SPS/ PD^2. Be sure to check for any local procedures to ensure that your solicitation is complete and compliant with local policy.

a. Select Procurement

b. Select Pre-Award/Award

c. Select Solicitations

d. Select Construction Solicitation (SF1442)

e. Start your auto clause selection by identifying the specific characteristics or your requirement and method of acquisition: Full and Open unrestricted; set a-side for a specific socio-economic program or Section 886 (DFARS 225.77) for Iraq and Afghanistan; IFB or RFP; LD's, Warranties, etc.

NOTE: Using the auto clause selection in SPS/PD^2 will not provide all of the required clauses. The contract specialist will need to manually check to ensure all of the appropriate clauses have been selected.

NOTE: Overseas, a Section 886 restricted competition is treated as "unrestricted" because SPS/PD^2 will not recognize a limited competition pursuant to Section 886.

f. Fill-in applicable information on the SF 1442 (front and back page)

g. Ensure all required data is input into the line items.

h. Ensure all fill-in clauses are completed.

i. Ensure clauses are located in the appropriate section and not duplicated or omitted.

j. If additional information is required (non-clause) ensure it is include as (add text) in a Word document. Do Not try to attach a .pdf file (you can), but you will regret it the very next time you attempt to open your document (extremely slow).

k. Ensure fill-in data in your clauses (if provided in other locations – e.g., performance period located on the front page of the SF1442 is the same as your clause or you can state "see Section 00800."

l. Add Text for Attachments:

1) Wage Determination, Davis Bacon and/or Service Contract Act (if applicable)

2) List amendments to the solicitation as they are issued.

3) Technical data not included in the solicitation technical provisions.

NOTE: Theater Business Clearance (TBC) is required for acquisitions conducted for performance in Iraq and Afghanistan. Specific theater-unique clauses are required and may be located in the TBC Contracting Officer Guide at the CENTCOM website.

4) Small Business Subcontracting Plan (sample – if unrestricted)

m. If feasible and available in a word document (Add Text) include Technical Provisions/ Specifications.

6. **Select appropriate clauses for CONUS or OCONUS requirements**.

NOTE: Specify in solicitations that offerors must submit offers in the English language and in U.S. dollars (see 52.214-34, Submission of Offers in the English Language, and 52.214-35, Submission of Offers in U.S. Currency, or paragraph I(5) of 52.215-1, Instruction to Offerors–Competitive Acquisitions);

7. **Prepare your solicitation package for Peer Review**.

NOTE: See Task 2-8, Conduct Solicitation Peer Review

Evaluation Preparation and Guidance: Setup: Given a written scope of work from the requiring activity, a certified PR&C, and input from the PM and other PDT members develop a Construction Solicitation using SPS/PD^2.

Performance Measures:	**GO**	**NO-GO**
1. Developed a complete construction solicitation in SPS/ PD^2	_____	_____
2. Obtained Legal and KO approval of solicitation	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. Army Contract File Checklist (PARC Policy Alert #09-33)

2. CENTCOM Website

3. Contracting Officer's Guide to TBC

4. DBA Brief 09 (Defense Base Act)

5. DBA Insurance Questions and Answers

6. DBA Training to JCC-IA

7. DFARS 225.77, Acquisitions in Support of Operations in Iraq or Afghanistan

8. EFARS 4-802, Contract Files

9. EFARS 22.407, Contract Clauses

10. Email FW INFOACTION NCO Guidance on Construction Contract Bonding – CENTCOM AOR

11. ENG Form 3726, Official Contract Record Checklist – Pre Award

12. ENG Form 3726-1, Official Contract Record Checklist – Contract

13. ENG Form 3726-2, Official Contract Record Checklist – Contract Modification/Delivery Order

14. FAR 22.404 / DFARS Part 22.404, Davis Bacon Act Wage Determinations

15. FAR 28.1 / DFARS 228.1 / AFARS Part 5128.1, Bid Guarantees

16. FAR 36.2 /DFARS 236.2 /AFARS 5136.2 /EFARS Part 36.2, Special Aspects of Contracting for Construction

17. FAR and DFARS Dollar Thresholds 18 NOV 2010

18. GRD 09-02 Sons of Iraq

19. GRD 09-03 Liquidated Damages

20. GRD 09-04 Advertising

21. GRD 09-16 SPS

22. IWOB Preference

23. JCCIA SPS Checklist

24. PIL 2011-05 USACE Defense Base Act Program FY11

25. Solicitations and Auto Clause Selection

26. SOP-01 Pre-Award Scheduling System (PASS)

27. SPS Tips, Hints and Tricks

28. Theater Business Clearance (TBC) website

Task 2-9
CONDUCT PEER REVIEW

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to conduct a solicitation peer review.

Standards: Peer review was conducted IAW Procurement Instruction Letter (PIL) 2010-02, Contracting Peer Review Process for Supplies and Services

Performance Steps:

1. Explain the purpose of peer reviews

NOTE: Peer reviews are to be independent reviews, outside the purview of the Project Delivery Team (PDT). Objectives of peer reviews, as established in DoD policy, are threefold; (1) to ensure that Contracting Officers (KOs) are implementing policy and regulations in a consistent and appropriate manner; (2) to continue to improve the quality of contracting processes; and (3) to facilitate cross-sharing of best practices and lessons learned.

NOTE: PIL 2010-02 contains the applicable DPAP and DASA(P) memorandums as enclosures 1-4; Enclosure 5 to PIL 2010-02 is the USACE Contracting Peer Review Process which provides the Standing Operating Procedure for peer reviews in USACE.

NOTE: See PIL 2010-02, Enclosure 5, Attachment D for a flowchart of the USACE peer review process.

NOTE: Contracts with an estimated value <$1B, including options, will have two pre-award phase peer reviews; (1) prior to issuance of the solicitation and (2) prior to contract award. Contracts with an estimated value >$1B, including options, are conducted at the DPAP level and will have three pre-award phase peer reviews; (1) prior to issuance of the solicitation, (2) prior to issuance of Request for Final Proposal Revisions, and (3) prior to contract award.

NOTE: The peer review process applies to negotiated supply and service actions, including construction. Invitations for Bid (IFB) and Architect-Engineer (A-E) contracts are exempt; however reviews of these actions are encouraged.

NOTE: While the results and recommendations produced by peer reviews are advisory in nature, KOs must resolve all comments from the Solicitation Review Board (SRB) or Contract Review Board (CRB) prior to obtaining clearance for solicitation release or contract award and ensure that disposition of all peer review recommendations are documented in the contract file prior to contract award.

2. **Determine the approval authority for solicitation and contract review boards**

NOTE: There are two classes of peer reviews; formal and informal. Informal peer reviews are required for a representative number of negotiated actions exceeding the Simplified Acquisition Threshold (SAT) up to $50M. All actions over $50M require formal peer review, unless waived. PARCs and HCAs have authority to waive peer reviews. Attachment A to Enclosure 5 of PIL 2010-02 provides the Request for Waiver form and the criteria to be addressed when seeking a waiver.

NOTE: All peer reviews are conducted at the District/Center; it is the endorsement level that changes based upon the dollar amount of the acquisition. Informal peer reviews are endorsed by the District Contracting Chief/Center Contracting Chief (DCC/CCC). For formal peer reviews the Regional PARC is

the endorsement authority for all peer reviews $50M up to $250M; the HCA is the endorsement authority for peer reviews between $250M and less than $1B. Refer to PIL 2010-02 for endorsement thresholds and requirements for formal peer reviews.

NOTE: If a project is cancelled or withdrawn and a formal peer review needs to be cancelled, prepare a memorandum to the PARC documenting the decision and submit as soon as possible after the decision is made.

3. **Establish the Peer Review Board**

NOTE: The peer review board is independent from the PDT members, and must include at a minimum, representatives from counsel, contracting, small business, and subject matter requirements personnel. If the action is non-competitive, the Special/Field Competition Advocate shall also be included. To the extent practicable, try to have the same team members on both the solicitation and award peer reviews, as this will facilitate consistency and time savings and will ensure incorporation of lessons learned.

NOTE: In USACE, the Field Competition Advocate is appointed by the commander and is typically the Deputy District Engineer (DDE). The Regional Office of the Principal Assistant Responsible for Contracting (OPARC) Deputy is appointed as the Special Competition Advocate.

4. **Identify projects for peer review**

NOTE: A representative sampling of actions from across mission areas shall be selected for review so that the work of each KO and each contract specialist is reviewed annually.

NOTE: Coordinate with Project Management (PM), use the District Overall Acquisition Strategy (OAS) [see EFARS 7.102 (S-100)] and Acquisition Strategy Panel/Board (ASP/ASB) and project delivery team (PDT) discussions to determine projects to be peer reviewed.

NOTE: For informal peer reviews, try to get as many projects reviewed early in the fiscal year as possible to prevent project delays during 4th quarter.

NOTE: The cost of peer review is a project expense. Coordinate with the PM early in the acquisition planning cycle to ensure that the budget and schedule for the project reflect the effort required by the reviews.

5. **Conduct a peer review**

NOTE: Due to the sensitive nature of source selections, members of the Peer Review Board will sign a Source Selection Participation Agreement (combined certificate of non-disclosure and financial interest).

NOTE: The toolkits to be used for USACE peer reviews are contained as Attachments B-1 and B-2 to enclosure 5 of PIL 2010-02.

NOTE: Check the NCO kme website to see if any updates to the toolkits, procedures or policy have been issued. Look for “Peer Review” on the left side bar.

NOTE: A legal sufficiency review of the solicitation/contract must be conducted prior to, and independent from, the peer review board.

NOTE: The job of the peer review board is to review the file and make sure that all required documentation is in place and, in general, that decisions are documented and make sense. It is not their job to rewrite the solicitation or contract; or to change decisions that have been made. Their job is to provide recommendations to the KO of things that they find lacking. It is up to the KO to resolve all comments/recommendations before issuing the solicitation or awarding the contract. Ensure that the

resolution to each comment/recommendation is documented in the file. For formal peer reviews, the comments and recommendations will be part of the peer review package forwarded for approval.

6. **Document lessons learned and share with the team.**

NOTE: In addition to sharing lessons learned with your PDT and coworkers, provide a copy to your Procurement Analyst (PA) who can consolidate and send forward to the PARC for inclusion in enterprise-wide lessons learned.

7. **Develop and incorporate corrective actions into local processes** to ensure quality improvements become standardized.

8. **Upload results of peer review and lessons learned to PARC website.**

NOTE: As policy directs, provide projected formal peer reviews, as well as lessons learned, best practices, systemic weaknesses and quality improvements identified from both formal and informal peer reviews to the Peer Review SharePoint website for each PARC office.

Evaluation Preparation and Guidance: Setup: Review PIL 2010-02 with the Soldier as well as the local procedures developed for peer review. Have the Soldier participate on an SRB and CRB to help them become familiar with the process.

Performance Measures:	**GO**	**NO-GO**
1. Explained the purpose of peer reviews.	_____	_____
2. Correctly identified the approval thresholds and authorities	_____	_____
3. Conducted a peer review	_____	_____
4. Addressed and incorporated comments from the peer review into the solicitation or contract	_____	_____
5. Documented lessons learned and shared with the team	_____	_____
6. Updated PARC website with results of peer review	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. EFARS 7.102 (S-100), Acquisition Plans, Policy, General

2. PARC-ATL Peer Review

3. PARC-DAL Peer Review

4. PARC-WIN Peer Review

5. PIL 2010-02, Contracting Peer Review Process for Supplies and Services, 17 DEC 2009

6. PIL 2010-02 Encl 5, Attachment A Request for Waiver of Formal Peer Review

7. PIL 2010-02 Encl 5, Attachment B-1 Solicitation Toolkit

8. PIL 2010-02 Encl 5, Attachment B-2 PreAward Toolkit

9. PIL 2010-02 Encl 5, Attachment C Schedule

10. PIL 2010-02 Encl 5, Attachment D Process Flowchart

11. PIL 2010-04, NCO Document Review and Approval Matrix (See above link)

Task 2-10
ISSUE SOLICITATION – ON THE STREET

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned the task to explain the various activities that occur while the solicitation is on the street.

Standards: Prepared a briefing to contractors for a Preproposal conference on pertinent aspects of the solicitation. Created and issued amendments to the solicitation. Determined whether any amendments to the applicable Davis Bacon Wage Decision(s) had been issued by Department of Labor (DOL). Ensure that required advertising timeframes have been met.

Performance Steps:

1. **Explain the purpose of the Preproposal conference and site visit.**

2. **Prepare a briefing to contractors for Preproposal conference**.

NOTE: Typically, the agenda will include the following:

- Introductions and roles of Government personnel participating in the conference
- Overview of the conference agenda
- Ground rules (format for questions, how solicitation will be modified, etc.)
- Project Description (typically by the Project Manager (PM))
- Review of the solicitation by section, calling attention to specific requirements as needed (time and date for receipt of proposals, offer acceptance period, bid schedule, bonding, etc.)
- Overview of the source selection process, the evaluation criteria, and basis for award
- Review of the technical requirements
- Conduct Site Visit (no questions may be asked during the site visit)
- Questions and answers
- Next steps (issuing minutes and amendments; reconfirm proposal due date and time)

3. **Make arrangements for a Court Reporter or other means to record the Preproposal conference proceedings**.

NOTE: Determine local policy on Preproposal conferences and how they are recorded. If a court reporter is used, the PM will need to provide a funded Purchase Request and Commitment (PR&C) to procure the services. Request expedited delivery of the minutes so they can be provided to the contractors in a timely manner.

4. **Conduct Preproposal conference in conjunction with the Project Manager (PM) and technical team**.

NOTE: Have a sign-in sheet ready for attendees to register with their name, company they represent and whether they are a prime or a subcontractor, as well as email address and phone number.

NOTE: While it is preferable to receive questions prior to the Preproposal conference, inevitably contractors will have questions during the conference. Require contractors to submit their questions in writing, with their name as well as company name.

NOTE: Require anyone speaking during the conference to state their name and company they represent so the court reporter can properly attribute comments and questions in the minutes.

NOTE: Nothing said in a Preproposal conference can change the solicitation. Only an amendment can change the solicitation.

5. **Determine what amendment(s) to the solicitation are necessary as a result of the Preproposal conference.** At the conclusion of the Preproposal conference, determine what, if any, amendments are necessary, who will be responsible for each amendment item and the timeline to get the information to Contracting.

6. **Review minutes from the Preproposal conference and make necessary corrections as required**.

7. **Post the minutes from the Preproposal conference to FedBizOpps**.

8. **Create and issue an amendment to the solicitation**. Ensure that there is adequate time remaining in the solicitation phase for adequate response to any amendment. The closing date may have to be extended to allow firms sufficient time to respond to the amendment. Coordinate with and get buy-in from the PM prior to extending any proposal due date.

Evaluation Preparation and Guidance: Setup: Provide local policy on how Preproposal conferences are conducted in your AOR. Provide a sample Preproposal conference briefing and minutes from a previously held conference to the Soldier. Explain the process for amending solicitations.

Performance Measures:	**GO**	**NO-GO**
1. Explained the purpose of the Preproposal conference and site visit	_____	_____
2. Prepared a Preproposal conference briefing to the contractors	_____	_____
3. Determined whether changes to the Davis Bacon Wage Determination had been made by DOL	_____	_____
4. Created and issued an amendment to the solicitation	_____	_____
5. Determined necessity to extend the closing date for the RFP	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. FAR 15.201, Exchanges with Industry Before Receipt of Proposals

2. FAR 15.206, Amending the Solicitation

Task 2-11
RECEIVE PROPOSALS AND DETERMINE RESPONSIVENESS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned the task to explain how to receive contractor proposals, safeguard them and determine responsiveness of each proposal. Security conditions may dictate the appropriate method(s) used for receipt of proposals.

Standards: Properly received, recorded and safeguarded proposals for a solicitation. Determined the responsiveness of all proposals. Created an abstract of offerors and obtained approval.

Performance Steps:

1. **Determine the standard procedure for receiving contractor proposals**.

NOTE: Based on security conditions you may have to provide work-arounds for accepting and safeguarding contractor proposals.

2. **Develop a generic receipt for contractors submitting proposals in response to the Request for Proposal (RFP)**. (Many offerors will not leave the gate area without a document of some type indicating they have submitted their proposal on time) The receipt should include the following information:

Solicitation No: _____ Date: _____ Time: _____

Company Name: _____

Receivers Name: _____

3. **Breakdown all proposals received**.

NOTE: Proposals shall not be opened until after the time and date for receipt of proposals has passed.

NOTE: Depending upon the number of proposals generally received you may want to establish a proposal breakdown team to quickly un-package the proposals, number them, annotate each numbered proposal on a spreadsheet listing the offeror, whether you received the original (signed) and required copies, bonding if applicable, and record the lump sum or line item amounts with total.

4. **Check the Excluded Parties List System (EPLS) for each offeror and principals of the company**.

NOTE: After receipt of proposals, the contracting officer (KO)/Soldier shall review the EPLS and verify whether or not the company or any of its principals (especially the individual signing the SF 1442, block 20) are listed in EPLS.

NOTE: Proposals received from any listed offeror shall be entered on the list of receipts of proposals and annotated as rejected unless the agency head determines in writing that there is a compelling reason to consider the proposal
.
NOTE: Proposals or offers received from any listed offeror shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offeror during their period of ineligibility, unless the agency head determines, in writing, that there is a compelling reason to consider the proposal.

5. **Conduct Joint Contingency Contracting System (JCCS) Vendor Vetting** (applies to Iraq and Afghanistan). Offerors are required to register in JCCS in order to be eligible for award (similar to CCR) and once registered, offerors and potential awardees are vetted and verify contractor compliance with Synchronized Pre-deployment and Operational Tracker (SPOT) requirements. The vetting process is similar to EPLS, in that only approved vendors are eligible for contract award. See Central Command (CENTCOM) Contracting (C3) Acquisition Instruction 25.7704-120 "Vendor Vetting (Iraq and Afghanistan)" for more information.

NOTE: Vendor vetting is a process to determine eligibility for contract award for non-U.S. vendors operating in Iraq and Afghanistan. United States Forces – Afghanistan (USFOR-A) Fragmentary Order (FRAGO) 10-330 and United States Forces – Iraq (USF-I) FRAGO 0691 establish the requirements and procedures for vendor vetting. Vendor vetting is applicable to all awards of, and options for, any contracts or Blanket Purchase Agreements (BPAs) to all non-US vendors ≥ $100K in Iraq and Afghanistan. Although, not required under $100K, it is highly recommended that all vendors who want to do business should be submitted for vetting.

NOTE: KOs can request vetting of all vendors/offerors; vendors/offerors in the competitive range; or apparently successful vendors/offerors at their discretion. In order to avoid potential delays in contract award due to pending vendor eligibility, KOs are encouraged to have the Business Advisor ensure vendor is 100% compliant and submit vendors for vetting as early as possible in the procurement process.

6. **Review each proposal for conformity to the RFP requirements and determine responsiveness**.

NOTE: If discussions become necessary, offerors can correct technical deficiencies, submit missing information or correct deficient documents in response to request for proposal revisions. So, if you are unable to award without discussions and the offeror is able to submit a revised proposal without substantially re-writing or making significant changes to their proposal, it is recommended that you not declare them nonresponsive at this time. However, a late proposal cannot be made responsive and must be rejected. (Also, see Task 2-11 Conduct Source Selection Process – concerning responsiveness)

7. **Prepare an abstract of proposals using Optional Form (OF) 1419, Abstract of Offers – Construction or automated equivalent**.

NOTE: Ensure that the abstract is signed by the KO.

8. **Secure and safeguard proposals**.

NOTE: YOU are responsible for accountability and safeguarding of proposals received in response to your RFP. Therefore, you must have a secure area to protect the documents (e.g., a mil-van, connex, or lockable office.)

Evaluation Preparation and Guidance: Familiarize the Soldier with the proposal receipt process and any security considerations associated with your AOR. Identify a secure area for receipt and storage of proposals.

Performance Measures:	**GO**	**NO-GO**
1. Explained the procedure for receipt of proposals	_____	_____
2. Coordinated with Security for receipt and handling of proposals	_____	_____
3. Successfully performed the proposal breakdown and recording process	_____	_____

4. Verified whether each offeror or any company principal is listed on EPLS, or, if in CENTCOM Theater, verified that all vendors are registered in JCCS _____ _____

5. Reviewed each proposal for conformity and responsiveness _____ _____

6. Stored and safeguarded offeror proposals in preparation for the SSEB _____ _____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. EPLS website

2. FAR 15.207, Handling Proposals and Information

3. FAR 15.208, Submission, Modification, Revision and Withdrawal of Proposals

4. Joint Contingency Contracting System (JCCS) Vendor Vetting

5. OF 1419, Abstract of Offerors, Construction

6. Sample Bid Abstract Master Spreadsheet for Proposals

Task 2-12
CONDUCT SOURCE SELECTION PROCESS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to conduct the Source Selection Process.

Standards: Source selection process was conducted IAW Department of Defense Source Selection Procedures (DoD-SSP) and resulted in a well documented selection of the best value proposal.

Performance Steps:

NOTE: The DoD-SSP became effective 1 July 2011. The Army Source Selection Manual (ASSM), AFARS Appendix AA is effective until removed. However, the DoD SSP takes precedent when there are conflicts between it and the ASSM. Follow any supplemental guidance issued by Army (DASA(P)) and/or USACE as it becomes available. See the Reference material for a briefing on the DoD SSP and how it differs from the ASSM.

NOTE: PIL 2008-11, Contract Source Selection Guidance, 29 JUL 2008, provides specific guidance on informal and formal source selections in USACE.

NOTE: Contingency contracting source selection is governed by Field Manual (FM) 4-100.2 (formerly FM 100-10-2), Contracting Support on the Battlefield, and AFARS Manual No. 2, Contingency Contracting.

1. **Confirm all necessary arrangements have been made for the Source Selection Evaluation Board (SSEB) training and evaluations**. Following is a list of administrative support considerations:

a. Adequate facilities (to include space for the evaluators and related meetings and for discussions with offerors): Consider whether the facilities are of an adequate size, capable of segregation of committees, comfortable, properly furnished, secure, disabled accessible, and close to support services such as copiers, restrooms, and eating facilities.

b. Security controls, such as identification badges and access control

c. Secure storage space for proposals and source selection materials

d. Appropriate computer hardware and software and related support

e. Adequate telephones, facsimile machines, copiers and/or printing services located in secure areas and Audio/Video Teleconferencing capabilities that can be secured.

f. Adequate office supplies

g. Lodging and transportation for personnel on temporary duty (TDY).

2. **Provide SSEB training**.

NOTE: The purpose of the SSEB is to perform an in-depth, systemic evaluation of proposals against evaluation factors and subfactors set forth in the solicitation, and to document deficiencies, strengths, weaknesses, significant weaknesses and uncertainties in each proposal. While the specific evaluation processes and tasks will vary between source selections, the basic objective is to provide the Source Selection Authority (SSA) with information to make an informed and reasoned selection.

NOTE: While SSEB training is often conducted as the first course of business once the SSEB is convened, a best practice is to conduct the training prior to receipt of proposals to ensure that all evaluators have reviewed and are familiar with the solicitation, evaluation criteria, source selection plan and process, particularly if there are any members of the SSEB who have not previously participated in a source selection.

NOTE: USACE has developed a new Proponent Sponsored Engineer Training course PROSPECT 183 – Formal Source Selection to facilitate enterprise-wide training on proper source selection procedures.

NOTE: Ensure all members of the Source Selection Organization (SSO) have signed a certificate (Source Selection Participation Agreement), which addresses nondisclosure of information, conflicts of interest and rules of conduct. Retain the certificates in the contract file. Often the Contracting Officer (KO) and counsel attend the training and beginning of the SSEB meeting to provide guidance and review the rules of conduct with the SSEB members.

NOTE: To adequately determine whether conflicts of interest may exist, review the names of offerors and subcontractors with the SSEB to ensure none of the evaluators have any financial interests with the firms.

NOTE: Ensure a complete solicitation as amended is available to the SSEB during evaluations.

NOTE: Be sure to update the Source Selection Plan (SSP) if any of the criteria or relevant instructions to offerors were amended during the solicitation period.

NOTE: The importance of adequate documentation of the evaluation of each factor and subfactor cannot be overemphasized. Specific strengths, weaknesses, deficiencies and risks, with reference to the location in the proposal and solicitation shall all be captured on the evaluation form to document the basis for each assigned rating.

3. **Identify and document areas of the proposal that are resolvable through clarifications or communications**.

NOTE: An important distinction between clarifications and discussions is that clarifications cannot result in a proposal revision. If it is necessary for the offeror to revise its proposal in order to respond to or document the response to the question, then the question must be identified as an Item for Negotiation (IFN) and may only be asked if a competitive range is established and the offeror is determined to be within the competitive range.

4. **Prepare an initial evaluation identifying and documenting proposal deficiencies, strengths, weaknesses, risks and associated IFNs**.

NOTE: For Design/Build contracts, evaluators must identify any betterments that were considered to be advantageous to the government and for which additional consideration was given. Betterments that were not considered strengths should also be noted for debriefing purposes.

NOTE: Coordinate with the Small Business Advisor for evaluation of the small business evaluation criteria.

NOTE: The Small and Small Disadvantaged Subcontracting Plan (if required) is not evaluated as part of the technical evaluation (although participation by small business is often an evaluation factor). Refer to local policy regarding review and scoring of the Subcontracting Plans. Ensure plans are reviewed concurrently with SSEB evaluations so that any discussion questions or IFNs are identified.

5. **Assign adjectival ratings for non-cost evaluation factors.**

NOTE: Typically evaluators complete individual evaluation sheets and when all evaluators have completed evaluating a proposal a consensus will be conducted with the SSEB. At a minimum, each

evaluation group must convene to discuss the offeror's proposal in order to share their views on the offeror's strengths, weaknesses, deficiencies and risks related to their assigned evaluation factor(s)/sub factor(s) and to reach a final consensus rating for each factor and subfactor using the adjectival ratings identified in the Request for Proposal (RFP) and SSP.

NOTE: Simply averaging the individual evaluation results does not constitute consensus. Consensus requires a meeting of the minds on the assigned rating and associated strengths, weaknesses, deficiencies and risks.

NOTE: In exceptional cases where the evaluators are unable to reach an agreement without unreasonably delaying the source selection process, the evaluation report shall include the majority conclusion and the dissenting view(s) with supporting rationale which must be briefed to the SSA.

6. **Prepare a summary evaluation report**.

NOTE: The SSEB Chair is responsible for preparing the SSEB report.

NOTE: The Soldier is responsible for reviewing the SSEB report prior to briefing the SSA to ensure that it is specific, provides sufficient rationale to support the ratings, and follows the SSP, RFP and DoD-SSP.

7. **Evaluate price proposals**.

NOTE: Typically the Soldier will review price proposals to determine whether or not they appear reasonable in comparison with the Independent Government Estimate (IGE) and other proposals. When reviewing price proposals, be sure to review both individual line item prices as well as the overall price to check for unbalanced pricing and determine reasonableness.

NOTE: Typically, for military funded construction contracts, a proposal is considered fair and reasonable if it is within 15% of the IGE or other offerors. This is because EFARS 36.205-100, Cost Limitations in Military Construction Contracts, stipulates that award of a contract for military construction (MILCON) shall be approved by the District/Center Commander when the lowest qualifying bid exceeds the IGE, including profit, by more than 15 percent. For Operation and Maintenance (O&M) installation support construction contracts, the Installation Commander or designee approval shall be obtained prior to award of a contract if the proposed contract price exceeds (1) the Government estimate by more than 15 percent, or (2) the funds initially made available by the installation.

NOTE: For civil funded construction contracts, a proposal is considered fair and reasonable if it is within 25% of the IGE. That is because IGE's for civil works contracts do not include profit, whereas military IGE's do. IAW 33 U.S.C. 622 and 624, no civil works construction contract shall be awarded if the contract price exceeds the Government estimate prepared in accordance with EFARS 36.203-100 by more than 25 percent.

NOTE: Technical evaluations are conducted without knowledge of offered prices. However, once initial evaluations are concluded, it is permissible for one or more members of the technical evaluation team to serve on the price evaluation team. As a minimum, the Project Manager (PM) or SSEB Chair may need to confirm price reasonableness, particularly for design/build projects where each offeror proposes a different design solution.

8. SSA determines whether award can be made on initial offers or discussions are required.

NOTE: If award on initial offers is in the best interest of the government, proceed to step 11 below.

NOTE: If the SSA determines that discussions are required, even if there is only one offeror that represents the best value to the government, a competitive range must be established and discussions held with all members of the competitive range. In the previous example, a competitive range of one would be established.

9. **Conduct meaningful discussions and request Final Proposal Revisions (FPR)**

NOTE: Be sure to include the following in discussions with offerors (see separate notes below);

- IFNs from the technical evaluation,
- pricing issues or clerical mistakes revealed during the price evaluation
- any responsiveness issues such as signatures, bid guarantees, representations and certifications, or other irregularities that may need to be corrected before award, and
- any questions resulting from the review of the subcontracting plan

NOTE: In addition to the items listed above, check to see if any changes have been made to the Davis Bacon Wage Determination(s). If so, prepare an amendment to the solicitation to include with the request for FPR. It is a good practice to issue an SF1442 with the amendment and get updated signatures with the proposal revision(s). This way, the bid acceptance period is reset, and the contractor can acknowledge any amendments issued after the proposal due date.

NOTE: When writing IFNs it is extremely important to be as clear as possible regarding the deficiency and what information is required from the contractor. Reference the proposal cite and/or solicitation paragraph requiring the information to assist the contractors with providing a complete response. Remember, the purpose of discussions is to obtain the best proposal from each offeror so that the government can make the best value determination. Carefully read the IFN to make sure they are written in complete sentences and you understand what the issue is and what is being required. If you don't understand it, neither will the contractor.

NOTE: When discussing price, point out any Contract Line Identification Numbers (CLINS) that vary from the IGE by more than +/-15% [25% for civil contracts]. Ask the contractor to specifically verify (not confirm) those CLINS that are below the IGE, that there are no mistakes. This will prevent the firm from being eligible for a correction of a mistake discovered after award.

NOTE: There may be instances when there is nothing to discuss with a firm. In this case, notify the firm that they are in the competitive range and are being given an opportunity to revise its proposal.

NOTE: Obtain legal sufficiency review on both the Competitive Range Determination and the Requests for FPRs.

NOTE: In informal source selection, and sometimes in formal source selection in USACE, the KO establishes the common date and time for receipt of FPRs in the same letter that opens discussions.

10. **Receive and evaluate FPRs**.

NOTE: Ensure a new abstract is prepared and approved as soon as FPRs are received.

NOTE: FPRs are subject to the late proposal provisions in FAR 52.215-1, Instructions to Offerors – Competitive Acquisition

NOTE: If changes to technical proposals are received, reconvene the SSEB to evaluate the FPRs. During this evaluation, the offeror's rating may or may not be revised, depending upon the response. Ensure SSEB members document any changes to the ratings, and in the case that no change was made, explain why. This will be necessary information to include in the Source Selection Decision Document (SSDD) and to communicate to the offeror during debriefings.

11. **Document the source selection decision**.

NOTE: Even though the Soldier may draft the SSDD for the SSA, it is the SSA's responsibility to make an independent assessment and document his/her rationale for the source selection decision.

NOTE: Always include a discussion of the price proposals and a fair and reasonable determination for each offer in the SSDD.

NOTE: Obtain legal sufficiency review of the SSDD prior to signature by the SSA.

Evaluation Preparation and Guidance: Setup: Discuss the local procedures related to source selection with the Soldier. Explain and provide examples of SSEB training and related documents. Discuss what to look for in an SSEB Board Report. Provide an example of a competitive range determination and review it with the Soldier. Provide an example of an SSA briefing, or discuss local procedures for briefing the SSA. Provide an example of an SSDD.

Performance Measures:	**GO**	**NO-GO**
1. Explained the difference between clarifications and discussions	_____	_____
2. Prepared and successfully briefed the SSEB	_____	_____
3. Prepared and obtained approval of a Competitive Range Determination	_____	_____
4. Successfully conducted discussions with offerors in the Competitive Range	_____	_____
5. Prepared a thorough and well-reasoned SSDD and obtained approval	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. AFARS Appendix AA, Army Source Selection Manual

2. AFARS Manual No. 2, Contingency Contracting

3. DoD Source Selection Procedures, 4 MAR 2011

4. DoD Source Selection Procedures Briefing

5. EFARS Part 36

6. FAR Part 15.3, Source Selection

7. FM 4-92 Contracting Support Brigade

8. FM 4-100.2 Contracting Support on the Battlefield

9. GRD-09-09, Contractors Serving on Boards

10. PIL 2008-11, Contract Source Selection Guidance, 29 JUL 2008

11. RPM-08-01, Use of Non-Government Personnel

Task 2-13
EXPLAIN CONTRACT FUNDING PROCESS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the USACE-peculiar funding process.

Standards: Explained the USACE funding process, different "colors of money," who is responsible for requesting funds, and the congressional notification process.

Performance Steps:

1. **Explain the steps of the funding process for construction contracts:**

a. Receive Project Number and Labor Code from the Project Manager (PM).

b. Receive Current Working Estimate (CWE) with solicitation package from the PM in order to advertise. (Refer to Task 1-6, Step 7 for a discussion on the CWE.)

c. The Independent Government Estimate (IGE) needs to be provided to the Contract Specialist "at the earliest practicable time for each proposed contract and for each contract modification anticipated to exceed the simplified acquisition threshold" (FAR 36.203(a)) Typically in USACE the IGE is provided by Cost Engineering prior to proposal closing date.

d. Receive DA Form 3953 Purchase Request and Commitment (PR&C) with funding or Subject to Availability of Funds (SAF) Letter from PM signed by Resource Management (RM). You must have a certified PR&C with the proper type and amount of funds prior to contract award. In addition, obtain a copy of the Military Interdepartmental Purchase Request (MIPR), DD 448, if it is a reimbursable transaction, to ensure the correct Treasury Account Symbol (TAS) is used on the Federal Procurement Data System (FPDS) Contract Action Report (CAR.)

e. Once the contract is awarded the Contracting Officer (KO) needs to record the obligation of funds in the Corps of Engineers Financial Management System (CEFMS). The legal obligation of funds is the KO signature on the contract action either by hand or electronically. In Contingency environments it is often necessary to sign a hard copy document to execute the action because automated systems are not available. Be sure to record the obligation in the automated systems (SPS/CEFMS) as soon as the systems are available.

2. **Explain the purpose of a Funding Authorization Document (FAD)**

NOTE: FADs (DA 1323) are the official documentation through command channels for direct funds as appropriated for the district. A USACE site can receive Civil, Military, and Revolving Fund FADs.

NOTE: The budget analyst in the Resource Management Office (RMO) must be granted the FUNDING CREATOR role in the CEFMS in the Role Maintenance Screen 10.16.

NOTE: Direct funds are received through the RMO, Budget Branch (RM-B) from Headquarters USACE via the Program Budget Accounting System (PBAS). To ensure that funds are received in a timely manner, RM-B checks PBAS daily. The budget analyst in RM-B is required to enter both program (work allowance or annual funding program) and funding authority/funding register (apportionment or allotment) in CEFMS. RM-B provides centralized management of FADs. The nature of program, funding authority and funding register requires careful attention upon input and monthly reconciliation of the funding detail with PBAS. A separate FAD is sent for each appropriation/year. Once the FAD is entered in CEFMS,

RM-B will send an email to the responsible employee notifying them that funds are available in CEFMS, and a hardcopy of the FAD will be sent to them.

3. **Explain the different funding programs used in USACE construction contracting.**

NOTE: The Funding Program is located in Section A of the FAD. The funding program is identified by project and/or subprogram level depending on the appropriation.

a. Military FADS**:** The funding program defines management structure code, the previous balance, increase/decrease, and the revised net amount. The remarks section further defines the management structure code. The funds are posted using the management structure code in the remarks section.

b. Civil FADS**:** The civil FAD is different from the Military FAD in that a work allowance number is referenced (in Section A). The work allowance identifies the funding program. A separate work allowance report is received for each civil FAD. The work allowance identifies the project, management structure codes, and funding changes.

4. **Explain the purpose of the Budget Authority and Funding Register (Section B of FAD).**

NOTE: The funding authority authorizes the amount available for obligation.

NOTE: The funding register establishes authority to commit and obligate by subprogram and/or project as defined by the management structure code. It distributes the funding authority from the appropriation level down to the individual management structure code. There is a separate funding register for each management structure code that receives funds for a specific appropriation. The funding register amount for military projects is established manually. For civil and revolving fund appropriations the funding register is automatically created or updated when the funding program record is created. The only exceptions are civil projects that are cost shared with a Local Sponsor. Cost shared projects must be registered manually. RM-B personnel establish the funding program, authority, and register. The responsible employees or their alternates establish funding accounts.

5. **Explain the purpose of the Funding Account.**

NOTE: The funding account ties the funding program, authority and register to a specific work item. Funds are considered undistributed and are not available to commit and obligate until the register is linked to the work item through the funding account process. The responsible employee (or alternate) for the work item is responsible for distributing the funds into the funding account. There is a separate funding account for each funded work item. The responsible employee determines the amount of funding authority that is distributed to each funding account. If funds are being received for a new project, the responsible employee will be responsible for creating a parent work item. The responsible employee (or alternate) must also create a resource plan for each work item in order to establish the funding account. The responsible employee (or alternate) has the ability to move funds among work items (funding accounts) on the same funding register.

Evaluation Preparation and Guidance: Ensure Soldier is aware of the funding requirements needed to support USACE projects. Have someone in RM-B go over a military FAD, and if available a civil FAD to acquaint them with the purpose and content of the form.

Performance Measures:	**GO**	**NO-GO**
1. Explain what a project number and labor code is and where you get it.	_____	_____
2. Explain what a CWE is and when you get it.	_____	_____

3. Explain what an IGE is and when you get it. _____ _____

4. Explain the USACE PR&C process. _____ _____

5. Explain the FAD process. _____ _____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. DA 1323, Funding Authorization Document

2. DD 448 Military Interdepartmental Purchase Request

3. DD 448-2 MIPR Acceptance

4. FAR 36.203 / EFARS 36.203, Government Estimate of Construction Costs

5. FM 1-06 Chapter 1, Financial Management

Task 2-14
PERFORM CONSTRUCTION PRE-AWARD AND AWARD FUNCTIONS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to execute pre-award functions for a construction contract and obtain award of the contract.

Standards: All required pre-award functions were completed accurately and timely and obtained legal sufficiency review and award by the Contracting Officer (KO).

Performance Steps:

1. **Gather all necessary documents to create the award**:

a. Approved Source Selection Decision Document (SSDD)

b. Revised Independent Government Estimate (IGE), if applicable

c. Check Central Contractor Registration (CCR) for contractor registration, print for the file.

d. Ensure On-line Representations and Certifications Application (ORCA) is complete, print for the file

e. Perform final check of the Excluded Parties List System (EPLS)

NOTE: Per PARC/Policy Alert #10-20, the Federal Awardee Performance and Integrity Information System (FAPIIS), is a database that takes data from CPARS, EPLS, and CCR regarding contractor integrity and performance and consolidates it in one location for KOs to use in their responsibility determinations. FAPIIS is a distinct application that is accessed through the Past Performance Information Retrieval System (PPIRS) and is available to federal acquisition professionals for their use in award and responsibility determinations. FAPIIS provides users access to integrity and performance information from the FAPIIS reporting module in the Contractor Performance Assessment Reporting System (CPARS), proceedings information from the CCR database, and suspension/disbarment information from the EPLS. Access to FAPIIS is granted when approved for access to either PPIRS-RC or PPIRS-SR.

f. Create appointment letters for Administrative Contracting Officer (ACO), Alternate ACO, Contracting Officer's Representative (COR), Alternate COR, Property Administrator, etc. Verify that all nominated CORs have met qualification requirements.

g. Funded Purchase Request and Commitment (PR&C) associated Military Interdepartmental Purchase Request (MIPR) with applicable Treasury Account Symbol (TAS) and "Authority to Award" (Design Directives Code 9).

h. If applicable, obtain current Davis Bacon wage rates (need most current incorporated into the contract at time of award), may need to reopen discussions if wage rates have changed, up to time of award.

i. Obtain proof of Defense Base Act (DBA) Insurance (OCONUS contingency) (required prior to Notice to Proceed (NTP) see Task 3-2.

j. Verify bonding capacity and that the surety will provide performance and payment bonds (if determined applicable). See Task 2-1, "Develop an Acquisition Plan for a Construction Contract."

2. **Submit pre-award Theatre Business Clearance (TBC) to CENTCOM.** If award is for a project in Iraq or Afghanistan, submit Preaward TBC request to CENTCOM Contracting Command (C3). Follow TBC guidance at CENTCOM website.

3. **Conduct Joint Contingency Contracting System (JCCS) Vendor Vetting** – Ensure selected contractor is registered in JCCS in order to be eligible for award (similar to CCR) and once registered, offerors and potential awardees are vetted and verify contractor compliance with Synchronized Pre-deployment and Operational Tracker (SPOT) requirements. The vetting process is similar to EPLS, in that only approved vendors are eligible for contract award. See C3 Acquisition Instruction 25.7704-120 "Vendor Vetting (Iraq and Afghanistan)" for more information.

NOTE: Vendor vetting is a process to determine eligibility for contract award for non-U.S. vendors operating in Iraq and Afghanistan. United States Forces – Afghanistan (USFOR-A) FRAGO 10-330 and United States Forces – Iraq (USF-I) FRAGO 0691 establish the requirements and procedures for vendor vetting. Vendor vetting is applicable to all awards of, and options for, any contracts or Blanket Purchase Agreements (BPAs) to all non-US vendors ≥ $100K in Iraq and Afghanistan. Although, not required under $100K, it is highly recommended that all vendors who want to do business should be submitted for vetting.

NOTE: Contracting Officers can request vetting of all vendors/offerors; vendors/offerors in the competitive range; or apparently successful vendors/offerors at their discretion. In order to avoid potential delays in contract award due to pending vendor eligibility, contracting officers are encouraged to have the Business Advisor ensure vendor is 100% compliant and submit vendors for vetting as early as possible in the procurement process.

NOTE: The Synchronized Predeployment and Operational Tracker – Enterprise Suite (SPOT-ES) is a joint collection of systems employed for the management, tracking and visibility of federally contracted personnel and their capabilities authorized to accompany U.S. forces overseas. SPOT-ES captures data relating to logistics, operations, planning and reporting of contractor status, and makes it available to government and federal contractor stakeholders. SPOT-ES tracks contract and contractor data in support of CENTCOM, EUCOM, PACOM, AFRICOM, SOCOM, and most recently, SOUTHCOM in support of Haiti relief efforts. As the importance of operational contracting support has grown, SPOT-ES has been incorporated into COCOM exercises worldwide.

4. **Perform and document Pre-Award Survey**

a. Obtain Banking Information; contact bank to ensure sufficient resources are available

b. Obtain Surety Information; contact bonding agent to inquire about previous defaults, Miller Act claims or any negative comments or adverse actions.

c. Query Past Performance Information Retrieval System (PPIRS) for Construction Contractor Administration Support System (CCASS), and if design/build, Architect-Engineer Contract Administration Support System (ACASS) evaluations if not retrieved during source selection.

NOTE: See Procurement Instruction Letter (PIL) 2011-04, Contractor Performance Assessments for more information.

NOTE: Check local procedures for the format used to document the Pre-Award Survey and Responsibility determination.

NOTE: The responsibility determination may be incorporated into the SSDD but must be easily identified as such and address all elements from FAR technical/ financial capability and ethics.

6. **Prepare letters for Unsuccessful Offerors**. See Task 3-1 for performance steps.

5. **Prepare Congressional Notification** (>$6.5M, including options) IAW DFARS 205.303 and AFARS 5105.303, Announcement of contract awards.

6. **Prepare Award correspondence**:

a. Contract transmittal letter

b. ACO/Alternate ACO Appointment letters

c. COR/Alternate COR Appointment letters

d. Property Administrator letter

e. Department of Labor Notification Letters, if applicable

7. **Check for security issues** (refer to local procedures)

8. **Incorporate accepted proposal(s) by date into the contract**

9. **Build the contract in SPS/PD[2]**

10. **Create the obligation in the Corps of Engineers Financial Management System (CEFMS) and print obligation screen for KO**

NOTE: See references for step-by-step instructions on how to enter an obligation into CEFMS.

11. **Print the award documents and properly prepare the contract file for review**

12. **Obtain KO review, make corrections, and obtain legal sufficiency review**

13. **Obtain Contract Peer Review, if applicable**

14. **Ensure Congressional Notification has been made, if required**

NOTE: If small business set-aside (SBSA), provide advance notification to all offerors of selected awardee a minimum of 5 days prior to award IAW FAR 15.303(a)(2), Preaward Notices for Small Business Programs, unless waived.

NOTE: This notification does not apply when using authority of DFARS 225.77 to restrict to services from Iraq or Afghanistan.

15. **Obtain contract award and recording of obligation in CEFMS**

16. **Prepare and issue award synopsis IAW FAR 5.3, Synopses of Contract Awards; notify PDT of award**

NOTE: Contract awards in excess of the simplified acquisition threshold should be synopsized IAW with FAR 5.301.

17. **Transmit contract to contractor, ACO and COR**

NOTE: See Task 3-1 for Notification and Debriefing of Unsuccessful Offerors

NOTE: See Task 3-2 for performance steps required immediately after award, but prior to Notice to Proceed (NTP).

Evaluation Preparation and Guidance: Setup: Provide the Soldier with any local processes or policy as it relates to contract preparation and award. Review contract preparation steps with the Soldier to ensure ability to complete these tasks. Provide Soldier a scenario with an awarded contract and have them prepare synopsis and Congressional notification.

Performance Measures:	**GO**	**NO-GO**
1. Execute the steps required to prepare a contract for award	_____	_____
2. Identify special requirements based on your theater of operations	_____	_____
3. Prepare a TBC request for a project to be awarded in Afghanistan	_____	_____
4. Create an obligation in CEFMS	_____	_____
5. Prepare a Congressional Notification Document	_____	_____
6. Prepare and issue an award synopsis	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. Army Contract File Index

2. C3 Acquisition Instructions (AI), CENTCOM Contracting Command Acquisition Instructions.

(NOTE: Although the C3 AI's are not applicable to USACE contracting offices, the reference provides good general situational awareness for Soldiers and KOs.)

3. CCR

4. CEFMS Instructions

5. Contract Award Checklist

6. Contracting Officer Tool Kit

7. Contracting Officer's Guide for Theater Business Clearance

8. CPARS

9. DFARS 205.303/ AFARS 5105.303, Announcement of contract awards

10. DPAP Memo, Jan 28, 2008, SPOT Implementation Guidance

11. DPAP Memo, Sept 15, 2009, Theater Business Clearance/Contract Administration Delegation (TBC/CAD) Compliance

12. EPLS

13. Email, FW INFOACTION Procurement Instruction Letter (PIL) 2011-04 Contractor Performance Assessments

14. Email, FW INFOACTION Procurement Instruction Letter (PIL) 2011-05 USACE Defense Base Act (DBA) Insurance Program FY11

15. FAPIIS

16. FAPIIS Article

17. FAR 5.3, Synopses of Contract Awards

18. FAR 15.303(a)(2), Preaward Notices for Small Business Programs

19. FAR and DFARS Dollar Thresholds 18 NOV 2010

20. FY11 PROSPECT 366 Construction Contract Administration Student Manual

21. GRD-09-05 Contract Files and Reviews (Rev 2 Oct 09)

22. GRD-09-15 JCC-I Awards

23. GRD-09-16 SPS (with "How To" attachments 1-4)

24. Iraq-Afghanistan TBC Guide

25. JCCIA PCO Checklist

26. JCCIA SPS Checklist
.
27. Joint Contingency Contracting System (JCCS) Vendor Vetting

28. ORCA

29. PASS (Afghanistan pre-award tracking system)

NOTE: PASS is the system used by PM down range in lieu of P2. Send an email to aed.ppmd.database.help@usace.army.mil to request a user ID and password.

30. PIL 2007-06 Distribution of Contract Materials that are Sensitive

31. PIL 2008-05 Synchronized Predeployment Operational Tasker (SPOT)

32. PIL 2008-10-2 Contracting Officer's Representative Training

33. PIL 2009-08 Public Disclosure of Justification and Approval Documents

34. PIL 2009-11 Upward Reporting of After-the-Fact J and As

35. PIL 2011-02 Appointment of Contracting Officer's Representatives

36. PIL 2011-04 Contractor Performance Assessments

37. PIL 2011-05 USACE DBA Insurance Program

38. PPIRS

39. RPM 09-03, Posting Sole Source Documents

40. Sample Award Letter

41. Sample Contract Award Notification

42. Sample New Award Letter

43. Sample Price Reasonableness Form

44. Sample SPOT Compliance Letter

45. SOP-01 Pre-Award Scheduling System (PASS)

46. SOP-02 Contract Award Notifications

47. SOP-03 Contract Distribution

48. SOP-04 TBC SPOT

49. SPS Tips, Hints and Tricks

50. Synchronized Pre-deployment and Operational Tracker (SPOT)

51. Synchronized Predeployment and Operational Tracker – Enterprise Suite (SPOT-ES)

52. TBC SOP Document

53. Template Letter for COR Appointment

54. Template Letter for ACOR Appointment

55. Theatre Business Clearance

Task 2-15
PROCESS PRE AND POST AWARD PROTESTS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned the task of explaining pre and post award protest procedures that are unique to USACE contracting.

Standards: Explained steps in processing pre and post award protests that are compliant with USACE Acquisition Instruction (UAI) Part 33. Given notice of a protest, the Soldier is able to correctly identity if the protest is an agency or Government Accountability Office (GAO) protest; a pre or post award protest; identify the approval authority required to proceed with award or work; correctly establish the protest period given the date of contract award; and compiled a complete and accurate findings of fact for the basis of the Contracting Officer (KO) Report

Performance Steps:

1. **Determine type of protest**. Agency or GAO; pre or post award.

2. **Establish whether protest is timely**.

3. **Issue Notification of Protest**. Upon receipt of a protest, immediately notify the KO, District Counsel, and Project Manager (PM). In addition, the Regional Principal Assistant Responsible for Contracting (PARC) and the Regional Contracting Chief (RCC) should be notified by the District Contracting Chief/Center Contracting Chief (DCC/CCC) and provided a synopsis of the protest. Upon resolution, the DCC/CCC should provide notification of the protest decision to the PARC for purpose of providing lessons learned and best practices information. The Protest Notification should include the following information:

a. Solicitation/Contract Number

b. Project Title and Location

c. Date Protest Received

d. Protestor Name and address

e. Awardee Name and address

f. Pre-award: status of solicitation/award

g. Post-award: date of contract award or Notice to Proceed (NTP)

h. Description/basis of protest

i. Time constraints

NOTE: For Post-award protests, a copy of the protest should be provided to the awardee. See FAR 33.104(a)(2)(ii) for guidance on procedures if a protective order is in place.

NOTE: The Office of the Chief Counsel shall be advised of any protest of national significance or precedential nature. The Chief Counsel may choose to intervene in any case, to include removing the

case from the general delegation. The Division and Center Counsel may consult with the Office of the Chief Counsel in any protest as deemed necessary.

NOTE: If, after bid opening, an apparent low bidder protests the reasonableness of the Independent Government Estimate (IGE), the KO shall provide the details of the IGE to the protester upon receipt of complete details of the protester's estimate. The details of the IGE and protester's estimates are not to be disclosed to third parties.

4. **Determine whether solicitation, award or contractor performance activities must be suspended.**

NOTE: Agency Protest Before Award. Upon receipt of an agency protest before award, a contract may not be awarded, pending agency resolution of a protest, unless contract award is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the government. Such justification or determination shall be approved by the Head of the Contracting Activity (HCA) on a non-delegable basis. For USACE, the Chief of Engineers is the HCA.

NOTE: The findings for authorization of contract performance should be processed in accordance with the requirements provided at UAI 33.104(b)(1), Protests before award.

NOTE: Agency Protest After Award. Upon receipt of an agency protest within 10 days after contract award or within five days after a debriefing date offered to the protester under a timely debriefing request in accordance with FAR 15.505 or 15.506, whichever is later, the KO shall immediately suspend performance pending resolution of the protest within the agency, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Government. Such justification or determination shall be approved by the HCA on a non-delegable basis.

NOTE: GAO Protest. All requests to the Office of the Deputy Assistant Secretary of the Army (Procurement) (DASA (P)) for approval to award a contract or issue a NTP, notwithstanding a protest, shall be forwarded through the appropriate PARC office to the Director, National Contracting Organization (NCO), for processing and transmittal to DASA (P). It should be noted that the override approval standard is very high. Generally such request shall be submitted to the USACE Director, NCO within three days of notice of the protest [see AFARS 5133.104(b)(1)(B)]. The request shall include a complete explanation for the need to award or proceed with performance of the contract, including costs and other impacts, and the KOs Report with the analysis and documentation set forth in FAR 33.104(a)(3). In addition, the request shall address the likelihood of the agency successfully defending the protest on the merits. The request shall be reviewed for legal sufficiency at the originating office and at each office required to concur with the request.

5. **Determine the resolution authority for the protest**.

NOTE: Where appropriate, KOs are encouraged to use Alternative Dispute Resolution (ADR) procedures to resolve Agency protests.

NOTE: The USACE agency protest process provides an independent review at a level above the KO. In response to each agency protest, the appropriate KO shall submit an agency protest report, with the analysis and documentation set forth in FAR 33.104(a)(3) and UAI 33.190-102.

NOTE: Agency Protests. The Chief Counsel is authorized to decide all agency protests with power of delegation. The Chief Counsel has delegated the authority to decide agency-level protests to the following Division or Center Counsels: Lakes and Rivers Division (LRD), Mississippi Valley Division (MVD), North Atlantic Division (NAD), Northwestern Division (NWD), Pacific Ocean Division (POD), South Atlantic Division (SAD), Southwestern Division (SWD), South Pacific Division (SPD), Transatlantic Division (TAD), and the Huntsville Engineering and Support Center (HNC). Such authority is without the power of redelegation. The Chief Counsel has delegated authority to decide agency level protests in the Humphreys Engineer Center Support Activity (HECSA), and the Engineer Research Development Center

(ERDC) to the Assistant Chief Counsel for Procurement Law and Contract Disputes. Divisions, and Centers with delegated authority shall furnish copies of all final agency decisions to the Office of the Chief Counsel, within five days after the decision is signed.

NOTE: GAO Protests. The Chief Counsel has the authority to determine the final agency position for GAO protests with power of delegation. The Chief Counsel has delegated authority to determine the final agency position for GAO protests to the following Division or Center Counsels: LRD, NAD, NWD, POD (for Alaska District only), SAD, SPD, SWD, TAD, ERDC, and HNC. Such authority includes the power for Division Counsel to redelegate to the Districts. Delegated protests shall be processed in accordance with procedures established by the respective Division Counsels. Offices with delegated authority must furnish copies of all final agency positions (excluding exhibits) to the Office of the Chief Counsel, as soon as practicable after the position is signed. At the discretion of the Chief Counsel, draft copies may be requested for review prior to transmission to GAO. Final agency positions include the agency report and agency response to protester comments, as well as any dispositive motion submitted by the agency.

The Chief Counsel has retained authority to determine the final agency position for GAO bid protests in the MVD, HECSA and POD (for all Districts except Alaska). Counsel at such offices shall forward the KOs Report directly to the Office of the Chief Counsel within 15 days of the telephonic notification from GAO, for determination of the final agency position on the protest. A copy shall be simultaneously sent to the Division Counsel for review and comment. Each KOs Report submitted shall include the analysis and documentation set forth in UAI 33.190-100.

6. **Coordinate with Office of Counsel (OC) to determine whether grounds for dismissal of GAO protest are present.**

NOTE: Immediately after receipt of a complete copy of the protest, counsel assigned to the case should consider whether a request for summary dismissal is appropriate. If summary dismissal of the protest or certain grounds of the protest is warranted, a request must be submitted to the GAO within five days, with a copy provided to each interested party. The written request should clearly indicate the protest number, the grounds of the protest that should be dismissed, and the reasons for dismissal. Where appropriate, counsel who has delegated bid protest authority should contact the assigned GAO attorney telephonically to inform them of the agency's intent to submit a request for summary dismissal. Subsequently, the request and supporting documents should be sent by facsimile and e-mail to the GAO attorney and each interested party.

7. **Identify the basis or bases of protest**.

8. **Develop the Findings of Fact for the KO Report**

9. **Contact the protestor in an effort to have the protest withdrawn**. Typically, the KO, or if the contractor has an attorney – Counsel, will be the one to contact the protestor, but you can assist by completing the fact finding and developing arguments/positions for the KO/OC to use when talking with the contractor or its representative.

10. **Develop KO report**. In addition to the documents described in FAR 33.103(d) and 33.104(a) (3), each KO Report on an agency or GAO protest shall include:

a. Findings of fact prepared with complete supporting documentation addressing all facts, favorable and unfavorable to the KOs position.

b. Analysis by legal counsel with citation to pertinent decisions of the Comptroller General and other relevant authority.

NOTE: The KOs Report shall not be released to any member of the public, including the protester and other interested parties, without the prior approval of the office having authority to decide an agency protest or to determine the final agency position on a GAO protest.

NOTE: The KOs Report should be assembled in a secure binder fastened at the left side with a fastener that will permit the full page to be read. The index of all documents should be placed as the first page. Each document should be separated by a divider with a tab attached and labeled. The KOs statement should be paginated. Sizable files should be divided into two or more volumes. The cover of the report should identify it as the protest file and include the file number. Drawings should be folded and placed into an envelope in the binder. The solicitation/contract should be enclosed as a separate exhibit if it is voluminous in size. With GAO's prior approval, the administrative report may be submitted on a compact disc or via e-mail. If submitting an administrative report electronically, the documents shall be submitted in .pdf format.

11. **Make copies of the protest file** for KO, OC, RCC, and Division Counsel. If a GAO protest, make additional copies for HQ and GAO.

Evaluation Preparation and Guidance: Setup: Brief Soldier on the protest process and provide a sample of a protest file for the Soldier to use to become familiar with the products. Evaluator will notify Soldier that activity has received a protest and provide a copy of the protest and its timing in relation to award. If a new protest is not available, use a previous protest to evaluate performance.

Performance Measures:	**GO**	**NO-GO**
1. Upon award of a contract, correctly established the protest period for offerors, with and without debriefings	_____	_____
2. Correctly determined the type of protest	_____	_____
3. Provided proper notification to appropriate organizations	_____	_____
4. Identified which procurement/performance activities need to be suspended	_____	_____
5. Identified approval authority required to proceed with award/work in the face of a protest	_____	_____
6. Identified the basis of the protest	_____	_____
7. Explained what should be included in the findings of fact for subject protest	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. FAR / DFARS / AFARS / EFARS / UAI Part 33, Protests, Disputes, and Appeals

Task 2-16
PROCUREMENT OF CONSTRUCTION PHASE SUPPORT SERVICES

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the USACE policy on the procurement of construction phase support services.

Standards: Explained the command policy on the procurement of construction phase support services, including when they should be procured as Architect –Engineer (A-E) services under the Brooks Act or as professional services.

Performance Steps:

1. **Read and understand command policy as outlined in Engineering and Construction Bulletin (ECB) 2009-5.**

2**. Identify services in a Statement of Work (SOW) for Construction Support which fall under the definition of A-E services.**

Evaluation Preparation and Guidance: Setup: Provide an SOW for construction phase support services to the Soldier so they can identify A-E and non-A-E services.

Performance Measures:	**GO**	**NO-GO**
1. Explained the command policy on the procurement of construction phase support services.	_____	_____
2. Given a SOW for construction support services, identified which services are considered A-E in nature	_____	_____
3. Determined whether the SOW should be procured as A-E or professional services	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. ECB 2009-5, Procurement of Construction Phase Support Services

2. FAR /DFARS / AFARS/ EFARS 36.6, A-E Contracting

Task 2-17

PROVIDE CONTINGENCY CONTRACTING SUPPORT IN CONUS TO A FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTINGENCY RESPONSE TEAM (CRT)

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You are tasked with deploying in support of a FEMA CRT in response to a disaster relief mission in a Continental-US (CONUS) location. The Governor has requested a disaster declaration and The President of the U.S. has signed an emergency declaration for the affected area.

Standards: Explained how to maintain readiness as part of a USACE Planning and Response Team (PRT)/Contingency Response Team (CRT). Explained the process necessary to successfully deploy in support of federal disaster relief effort, integrating with a FEMA or USACE District CRT. Explained the limitations, regulations and procedures for this task to a supporting unit, and/or personally executed the task(s). Prepared an after-the-fact Justification and Approval (J&A) for Special Competition Advocate approval.

Additionally, you must have a FEMA mission assignment with funds prior to committing the Government. Work closely with the assigned FEMA coordinator or if working with / supporting a USACE District, the Emergency Operations Center (EOC) will have and or provide these documents for your files. (Demand them if they don't) Demonstrate how to employ proper contracting procedures in support of a CONUS disaster recovery mission.

Performance Steps:

Flood Fight Mission

NOTE: Flooding is the most common and deadly natural disaster in the US each year. One of USACE's main missions is providing assistance when annual disasters or other emergencies occur. Emergency preparedness and response is primarily a state and local municipality responsibility. USACE is authorized IAW Public Law 84-99 to supplement the resources of local interests in time of flood, to repair or restore flood control structures damaged or destroyed by floods, and to initiate the construction of individual flood control projects. (See PL 84-99 Fact Sheet.) Other natural disasters (tornado or hurricane) may be supported when properly authorized by a FEMA mission requirement through a pre and or post declaration.

NOTE: Under the Flood Control and Coastal Emergencies Act, Public Law (PL) 84-99, USACE has authority to conduct emergency management activities, including:

Preparedness: The law establishes an emergency fund to prepare for emergency response to natural disasters, flood fighting and rescue operations.

Response Activities: USACE may supplement state and local entities in flood fighting in urban and other nonagricultural areas under certain conditions.

Rehabilitation: USACE may execute rehabilitation or restoration to pre-disaster status of eligible flood protection systems. USACE coordinates levee repairs following a natural disaster where flood protection works are damaged.

NOTE: The following actions will occur prior to receipt of a Purchase Request and Commitment (PR&C):

- Emergency Manager and other primary staff recommend to the District Engineer to declare an emergency situation.

- Citing PL 84-99 the District initiates actions to prevent or mitigate major property damage or destruction resulting from forecasted imminent flooding.

- Local Levee Boards indicate they aren't capable of performing the required actions in advance of the imminent flood event.

- The District EOC requests through Division to Headquarters USACE FCCE funding to initiate contract actions.

1. **Receive requirement and certified PR&C, initiate contract actions implementing authorized contingency / emergency flexibilities to support flood fight or levee rehabilitation activities.**

NOTE: USACE Emergency Flood Fight Response includes deploying flood fighting materials and supplies such as sandbags, HESCO bastions, pumps, and expedient flood fight products to threatened communities to supplement local response. Additionally, emergency acquisition flexibilities and emergency assistance activities are in place to facilitate acquiring flood fighting supplies, materials, rental of additional pumps and equipment, etc. as the situation warrants. Finally, USACE contracts for the construction of temporary emergency structures (levees) and may perform rehabilitation and restoration to the affected areas to pre-event capacity / levels after the disaster event.

NOTE: Mississippi Valley Division, Rock Island District (MVR) is the Center of Expertise for flood fight materials and equipment. If your mission requires sand bags (small / large), HESCO bastions (various sizes), HESCO lifters etc. please contact the MVR Contracting Office at 309-794-5312 and determine if they can support your mission or request your EOC contact other USACE Districts prior to spending funds on items that may be currently stored in a USACE facility.

Tornado Recovery Mission:

NOTE: The following actions will occur prior to receipt of a PR&C:

- Receive notification of possible mission from FEMA

- Governor request Presidential Disaster Declaration

- Presidential Declaration

- FEMA requests USACE support and issues Mission Assignment to survey disaster area.

- Survey disaster area and determine mission requirements (e.g., debris removal, temporary public structures, power mission, commodities, blue roof, etc.)

- Receive funding for specific missions (e.g., debris removal, temporary public structures, etc.)

2. **Initiate contract actions using pre-existing Advance Contract Initiatives (ACI) contract vehicles or establish local contracts IAW PL 93-288 (Stafford Act), as amended by PL 100-707, set a-side**

for contractors in the affected area implementing IAW authorized contingency / emergency flexibilities.

NOTE: Available Advanced Contract Initiatives (ACI) contracts are located on Engineers Link Interactive (ENGLink) (use your normal login and oracle password) under the Tech Library pull down tab. ACI contracts are available for debris removal, temporary power, temporary roofing, ice and water.

NOTE: Stafford Act. FAR 18.203 Emergency Declaration or Major Disaster Declaration – states "Preference will be given to local organizations, firms, and individuals when contracting for major disaster or emergency assistance activities when the President has made a declaration under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Preference may take the form of local area set-asides or an evaluation preference."

NOTE: FAR 26.2 provides a preference for local organizations, firms, and individuals when contracting for major disaster or emergency assistance activities. Further, 26.202 – Local Area Preference – states "When awarding emergency response contracts during the term of a major disaster or emergency declaration by the President of the United States under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C.5121, et seq.), preference shall be given, to the extent feasible and practicable, to local firms. Preference may be given through a local area set-aside or an evaluation preference." See FAR 26.203 Transition of Work – if ACI contracts are initially used to meet immediate requirements following a disaster you must transition the effort to local firms, unless the Head of the Contracting Agency (HCA) determines in writing that it is not feasible or practicable.

Hurricane Mission:

NOTE: The following actions will occur prior to receipt of a PR&C:

- FEMA determines a hurricane land strike is imminent.
- USACE Planning Response Teams (PRT's) are placed on notice for possible deployment.
- FEMA issues Pre-Declaration funding to preposition personnel and assets.
- FEMA issues Post Declaration funding authorizing specific missions to USACE

3. **Initiate contract actions using ACI contract vehicles or establish local contracts IAW PL 93-288 (Stafford Act) set a-side for contractors in the affected area implementing authorized contingency / emergency flexibilities.**

See notes above.

Evaluation Preparation and Guidance: Setup: Explain ENGLink and how it is used to manage emergency operations, and assist Soldier in getting registered. Brief Soldier on the natural disasters that are typically encountered in your AOR and how response activities are conducted.

Performance Measures:

	GO	NO-GO
1. Describe what declarations and requests must be made, and at what level for flood, tornado or hurricane emergency response	_____	_____

2. Explain the Stafford Act and its purpose _____ _____

3. Identify what the 5 ACI preplaced contracts are for _____ _____

4. Describe the acquisition / contracting flexibilities available in conjunction with an emergency or disaster event. _____ _____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. BG Harrison Testimony to Senate Small Business Committee – 15 SEP 2011 (Disaster Response)

2. ER 500-1-1, Emergency Employment of Army and Other Resources Civil Emergency Management Program

3. FAR Part 18.2 Emergency Acquisition Flexibilities

4. FAR Part 26.2 Disaster or Emergency Assistance Activities

5. FEMA Support SOP (SPK)

6. PIL 2007-03-01 Contingency Contracting Training

7. PIL 2008-08 Commander's Emergency Response Program (CERP)

8. PL 84-99 Fact Sheet

9. PL 93-288, Stafford Act

10. PL 100-707 Robert T. Stafford Disaster Relief and Emergency Assistance Act

11. USACE Emergency Support Function (ESF) #3, Field Guide dated June 2009

NOTE: In addition to the ESF #3 Guide there are several folders with useful information regarding FEMA support missions. Following is a list of the folder titles, as listed on the above website and Reference DVD, to help you find the information you require:

Acronyms
Agreements
Briefings
Caribbean
Civil Works Reference
Closeout (Samples)
Conversions
Debris
DHS
Earthquake Info
Email Group
Financial
Forms
Funding Information
Guidance
HAZMAT
Hurricane Info
Laws – EOs – ERs and EPs
Levee Information
Logistics
Maps
NORTHCOM
Pacific Ocean Info
Power
Pre-Scripted Missions
Reference Material
Reports
Right-of-Entry
Shore Protection
Signs
Support Agency Info
Time Sheet
Tornado
Tsunamis
Web Sites

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Construction Post Award

SUBJECT AREA 3: Contracting Post Award Tasks for Construction Contracts

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Notes

Task 3-1
NOTIFICATION AND DEBRIEFING OF UNSUCCESSFUL OFFERORS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to prepare letters notifying unsuccessful offerors of their non-selection and conduct a debriefing of an unsuccessful offeror.

Standards: Prepared unsuccessful offeror letters that were clear, concise and informative and participated in or conducted a debriefing of an unsuccessful offeror.

Performance Steps:

1. **Prepare unsuccessful offeror notices.**

NOTE: Unsuccessful offeror letters are sometimes referred to informally as "sorry letters."

NOTE: The type of information that must be included in the notice will depend upon whether it is sent before or after contract award. See FAR 15.505 for pre-award; FAR 15.506 for post-award.

a. Pre-award Notice. Pre-award notices must be provided promptly to any offeror whose proposal was excluded from the competitive range or otherwise eliminated from the competition before contract award. The following information must be included in the notice:

1) A summary of the basis for the determination.

2) A statement that the Government will not consider any further proposal revisions from the offeror.

3) Advise the unsuccessful offeror that it may request a pre-award debriefing or wait until after award when more information will be available.

NOTE: If the offeror requests a pre-award debriefing, only a limited amount of information can be provided. This includes the evaluation of the significant elements of the offeror's proposal and a summary of the rationale for eliminating the offeror from the competition as described in FAR 15.505(e).

NOTE: Small business offerors are entitled to additional information as described in FAR 15.503 IAW FAR 19.302(d)(1).

NOTE: After contract award and upon written request from an offeror who previously received a pre-award notice, the KO must provide the offeror the information normally provided as part of a post-award notice.

b. Post-award Notice. Post-award notices must be provided within three days of the date of contract award to any offeror whose proposal was in the competitive range but was not selected for award or who had not received a pre-award notice. The following information must be included in the notice:

1) Number of proposals received.

2) Name(s) and address(es) of awardee(s).

3) Items, quantities, and unit prices of each awardee. If listing the unit prices is impracticable, include only the total contract price. (However, upon request, the items, quantities, and any stated unit prices of each award shall be made publically available.)

4) A summary of the reason(s) the offeror's proposal was not selected, unless the price information readily reveals the reason.

5) Notice of right to request a debriefing.

2. **Schedule a debriefing as soon as possible after receipt of written request IAW FAR 15.503.**

NOTE: Typically the KO conducts the debriefing; however local policy may allow a contract specialist to conduct a debriefing on behalf of the KO. It is up to the KO to determine whether the Chairman of the SSEB participates in the debriefing.

NOTE: Debriefing should occur within 5 days after request if practicable as described in FAR 15.506(a)(2).

3. **Prepare for the debriefing.** Develop a standard script with fill-ins. This prevents rambling. The best debriefing document is the evaluation team's scrubbed consensus report of the offeror's proposal with weaknesses and deficiencies documented for each factor.

4. **Conduct the debriefing**. IAW FAR 15.506(d) the following information, as a minimum, must be provided to each offeror who is debriefed:

a. Evaluations of significant weaknesses and deficiencies in the offeror's proposal.

b. Overall evaluated price of the successful offeror and debriefed offeror.

c. Past performance information on the debriefed offeror.

d. Summary of rationale of award.

NOTE: The purpose of the debriefing is to explain why a firm was not selected, and provide information on how the firm can improve its proposal in the future.

NOTE: A best practice is to provide the offeror with debrief information with the unsuccessful letter. This reduces the number of debriefs held and helps your evaluation boards to understand the level of detail needed to support adjectival ratings.

NOTE: Plan to spend about one-third of the time explaining why the firm was not selected, and the rest of the time going through the proposal identifying areas that were well presented and those that could be improved, providing specific advice, if possible, on how to improve.

NOTE: The successful offeror is also entitled to a debriefing if requested in writing.

Evaluation Preparation and Guidance: Setup: Brief the Soldier on the purpose and content of "sorry letters." Have the Soldier attend a debriefing as an observer prior to participating in one.

Performance Measures:	**GO**	**NO-GO**
1. Explained the purpose and key information contained in a "sorry letter."	_____	_____
2. Prepared a complete and accurate "sorry letter" and obtained legal and KO approval	_____	_____

3. Explained the purpose and the key components of a debriefing _____ _____

4. Developed a post-award debriefing packet. _____ _____

5. Assisted the KO in preparing for the debriefing and participated in a debriefing. _____ _____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. FAR 15.503 /EFARS 15.503, Notification of Unsuccessful Offerors

2. FAR 15.505 /EFARS 15.505, Pre-award Debriefing of Offerors

3. FAR 15.506, Post-award Debriefing of Offerors

Task 3-2
CONDUCT POST AWARD FUNCTIONS UP TO NOTICE TO PROCEED (NTP)

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to execute the steps required to issue a NTP for a construction contract.

Standards: Identified and successfully completed the steps required after contract award in order for the Contracting Officer (KO) to issue an NTP.

Performance Steps:

1. **Receive signed acknowledgement of the Notice of Award from the Contractor**. (See References for a Sample Award Letter)

2. **If awarding a contract for performance outside the United States, require the contractor to provide evidence of coverage from the USACE mandatory Defense Base Act (DBA) insurance provider.**

NOTE: The prime and sub-contractor(s) do not need to provide proof of paid invoice to the DBA insurance provider prior to NTP; rather they need to simply provide proof of insurance (i.e. email from the DBA insurance provider). However, the government must be provided a copy of a paid invoice prior to progress payments being made. Do not pay DBA Insurance Premiums without proof (Paid Invoice).

3. **Issue Travel Warning Notifications**.

4. **Complete a Theater Business Clearance IAW PIL 2008-04 Theatre Business Clearance (TBC) Requirement for Iraq and Afghanistan.**

4. **Obtain proof of Synchronized Pre-Deployment Operational Tracker (SPOT) entry of employees performing work under this contract.**

NOTE: See PIL 2008-05 Synchronized Pre-Deployment Operational Tracker.

6. **Obtain Electronic Funds Transfer (EFT) Wire Transfer Form and any other banking information required by contractor**.

7. **Obtain approved Security Plan for theaters that require contractors to contract or self perform security**.

8. **Receive and evaluate Performance and Payment Bonds.**

NOTE: Reference Policy "NCO Guidance on Construction Contract Bonding where Contractor Performance is in the CENTCOM AOR" when you anticipate Miller Act requirements in the CENTCOM AOR.

9. **Coordinate with Construction Division for post award or pre-construction conference (typically referred to as the Pre-con). Follow local policy as to whether this occurs before, after or concurrent with NTP issuance**.

10. **Issue NTP to contractor and request acknowledgement.**

11. **Obtain acknowledgement of NTP from contractor**. Notify PDT of acknowledgement date as this begins contract performance period.

12. **Record/update contract completion dates in Department of Defense Standard Procurement System/ Procurement Desktop Defense (SPS/PD^2) and Resident Management System (RMS).**

NOTE: These steps are a guideline and subject to change based on the policy in your District or Theater of Operations. This NTP checklist is designed around an Afghanistan scenario. Every KO needs to maintain the foresight and initiative to update their local NTP procedures.

Evaluation Preparation and Guidance: Brief the Soldier on the requirement for NTP and give them sufficient information that they would be able to explain the steps required to issue an NTP.

Performance Measures:	**GO**	**NO-GO**
1. Explained the steps required for NTP In your AOR	_____	_____
2. Explained the statutory requirement and purpose of performance and payment bonds	_____	_____
3. Reviewed Payment and Performance Bonds and completed the review checklist	_____	_____
4. Issued NTP letter, received acknowledgement and successfully updated SPS/PD^2	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. C3 Acquisition Instructions (AI), CENTCOM Contracting Command Acquisition Instructions

(NOTE: Although the C3 AI's are not applicable to USACE contracting offices, the reference provides good general situational awareness for Soldiers and KOs.)

2. Contracting Officer's Guide for Theater Business Clearance

3. DPAP Memo, 2008 JAN 28 SPOT Implementation Guidance

4. DPAP Memo, 2009 SEP 15 Theater Business Clearance and Contract Administration Delegation (TBC/CAD) Compliance

5. Email, FW INFOACTION Procurement Instruction Letter (PIL) 2011-04 Contractor Performance Assessments

6. Email, FW INFOACTION Procurement Instruction Letter (PIL) 2011-05 USACE Defense Base Act (DBA) Insurance Program FY11

7. Iraq-Afghanistan TBC Guidance

8. NTP Requirements Clause 52.211-10 Commencement, Prosecution, and Completion of Work in accordance with FAR 11.404 Contract clauses (b) *Construction*.

9. PIL 2008-04 Theatre Business Clearance (TBC) Requirement for Iraq and Afghanistan

10. PIL 2008-05 Synchronized Pre-Deployment Operational Tracker

11. PIL 2011-05 USACE Defense Base Act Insurance Program FY11

12. Sample New Award Letter

13. Sample SPOT Compliance Letter

14. SOP-01 Pre-Award Scheduling System (PASS)

15. SOP 04 TBC SPOT

16. TBC SOP - Contract Instruction Memorandum (CIM) # CT-10-0001

17. Theater Business Clearance

Task 3-3
EXPLAIN THE ROLES AND RESPONSIBLITIES OF THE CONSTRUCTION CONTRACT ADMINISTRATION TEAM

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been tasked to explain the roles and responsibilities of a construction contract administration team.

Standards: Clearly and succinctly explained the roles and responsibilities of a construction contract administration team.

Performance Steps:

1. **Identify the roles and responsibilities of a construction contract administration team.**

NOTE: See FAR 1.602 for roles and responsibilities.

NOTE: In USACE, the term KO refers to the Procuring Contracting Officer (PCO). The terms KO and PCO are used interchangeably; however, KO is used predominately.

Administrative Contracting Officer (ACO). ACOs require DAWIA Level II Certification in the Contracting Career Field in accordance with Procurement Instruction Letter (PIL) 2011-08, Policy for Contracting Officer (KO) Warrants. ACOs may be warranted to make contract changes under applicable clauses for actions not exceeding $500,000 (absolute value--the sum of additions and deletions). ACO authorities may not be further re-delegated. ACOs are Resident/Area Engineers or their assistants. An ACO may be delegated authority subject to the following limitations, to modify construction contracts within the scope of the contract under any of the following clauses:

- Changes (FAR 52.243-4)
- Differing Site Conditions (FAR 52.236-2)
- Variation in Estimated Quantity (FAR 52.211-18)
- Variation in Estimated Quantity- Subdivided Items (EFARS 52.211-5000)
- Value Engineering (FAR 248-3)
- Suspension of Work (FAR 242-14)
- Default (Fixed-Price Construction) (FAR 52.249-10) (limited to time extensions for weather)

NOTE: USACE is unique in using Engineers (0800 series) rather than 1102 (Contracting) series as ACOs. This is due to the need for “on-site” authority and expertise to issue modifications during construction to mitigate impact to schedule/cost.

NOTE: Typically the Soldier will only perform pre-award tasks while assigned to a district office for training. However, when deployed a Soldier may be assigned to an Area Office and must be familiar with contract administration processes in USACE.

Contracting Officer’s Representative (COR). USACE PIL 2008-10-2, Contracting Officer’s Representative Training Requirements, dated 24 March 2009, outlines the requisite training in order to be COR certified. Only the KO may select and designate a COR for a project. The designation is in writing and contains the

roles, responsibilities and limitations of the appointed position.

Area Engineer: Maintains responsibility for supervision and administration of projects located on major installations or multiple projects within a geographical area. On contractual matters, Area Engineers, in most cases, report directly to the KO.

Resident Engineer is the field office chief, supervisory engineer responsible to the District for the onsite administration and direction of construction contracts. Typical duties may include ACO or COR responsibilities.

Project Engineer (PE) is usually the team leader of the quality assurance representative (QAR) staff and may be appointed as a COR.

Performance Measures:	**GO**	**NO-GO**
1. Identified the roles and responsibilities of a construction contract admin team	_____	_____
2. Explained the authority of construction ACOs in USACE	_____	_____
3. Successfully completed the Construction Contract Admin PROSPECT Course	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. DOD COR Certification Standard 18 May 2010

2. Do's and Don'ts for CORs and QAs

3. FAR 1.602/ DFARS 201.602/ AFARS 5101.602/ EFARS 1.602, Contracting Officers

4. FY11 PROSPECT Course 366, Construction Contract Administration Student Manual

5. GRD 09-07, COR Appointment and Terminations

6. PIL 2008-10-2, Contracting Officer Representative Training Requirements

7. PIL 2011-02, Appointment of Contracting Officer's Representatives

8. PIL 2011-02 Attachment 1 COR Nomination Memorandum

9. PIL 2011-02 Attachment 2 COR Designation Memorandum

10. PIL 2011-02 Attachment 3 COR File Review Checklist

11. PIL 2011-08 USACE Policy for Contracting Officer Warrants

12. USACE Warrant Management System (WAMAS)

13. WAMAS link and Warrant Request Tips

Task 3-4
EXPLAIN THE CONSTRUCTION CONTRACT ADMINISTRATION PROCESS IN USACE

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been tasked to explain the construction contract administration process.

Standards: Explained the construction contract administration process used in USACE.

Performance Steps:

NOTE: Post-award actions (see Task 3-2) that impact the construction contract administration process include:

a. Performance and Payment Bonds Submission by Contractor.

b. Assign Government Contracting Officer Representative (COR) (if not assigned to date).

c. Contract Award Input in the Resident Management System (RMS).

d. Issue Notice to Proceed (NTP) and Contractor Mobilization.

1. **Identify the importance and purpose of RMS in the contract administration process (see Task 1-5 for information on RMS)**.

NOTE: ECB 2002-27 "Construction Modification Reason Codes in RMS (Resident Management System) -- Applicability: Guidance" provides information regarding RMS

2. **Describe the importance and purpose of a Preconstruction Conference, Pre-Submittal Coordination Meetings (when appropriate) and Pre-Work Meetings (as designated)**.

3. **Identify the importance, purpose and key players in Progress Payment (ENG 93) Review and Approval Process.**

4. **Describe how USACE differs from a typical contracting agency in terms of contract administration.**

NOTE: Refer to Task 3-8 Construction Contract Modifications.

5. **Describe the purpose and process related to Certified Payrolls and Labor Interviews**

NOTE: Refer to FAR 22.403-1 and 22.406, Administration and Enforcement for regulatory guidance associated with administration of contracts with Davis Bacon Wage Determinations

6. **Identify the areas of performance that construction contractors are evaluated upon and navigate to the Construction Contractor Appraisal Support System (CCASS) website.**

NOTE: See PIL 2011-04 Contractor Performance Assessments

Evaluation Preparation and Guidance: Setup: Brief the Soldier on the construction mission of USACE and provide them sufficient information that they would be able to explain the construction contract administration process used in USACE.

Performance Measures:	**GO**	**NO-GO**
1. Identify the importance and purpose of RMS in the contract admin process	_____	_____
2. Identify the importance and purpose of the Preconstruction Conference, Pre-Submittal Coordination Meetings and Pre-Work Meetings	_____	_____
3. Identify the importance, purpose and key players in Progress Payment (ENG 93) Review and Approval Process.	_____	_____
4. Describe how USACE differs from a typical contracting agency in terms of contract administration.	_____	_____
5. Describe the purpose and process for Certified Payrolls and Labor Interviews	_____	_____
6. Identify the evaluation areas in a CCASS appraisal and navigate to the CCASS site	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. ACASS-CCASS Presentation

2. CCASS Policy Manual

3. Do's and Don'ts for CORs and QAs

4. ECB 2002-27 Construction Modification Reason Codes in RMS (Resident Management System) -- Applicability: Guidance

5. Email, FW INFOACTION Procurement Instruction Letter (PIL) 2011-04 Contractor Performance Assessments

6. FY 11 PROSPECT Course 366 Construction Contract Administration Student Manual

7. PIL 2011-04 Contractor Performance Assessments

8. SAD Contract Administration Manual for Construction Contracts, SADDM-1110-1-1 April 2010

Task 3-5
PERFORM CONSTRUCTION CONTRACT ADMINISTRATION

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the limitations/regulations and procedures for this task to a supporting unit, and/or execute the task.

Standards: Demonstrated how to administer properly: construction contract labor standards, safety, and quality; transfer administration to an Administrative Contracting Officer (ACO) and monitor; change the contract as necessary; close the contract.

Performance Steps:

NOTE: Contracting Officer (KO) responsibilities during administration include a wide range of activities, many of which require coordination with the ACO and other functional offices either in the field or at the district/center offices. Among the responsibilities:

1. **Perform pre-award construction contract administration planning**. Effective construction contract administration begins at the solicitation development stage. Particularly important at this stage is completion and approval of the Biddability, Constructability, Operability and Environmental (BCOE) review, network scheduling analysis and review of technical requirements and specifications. Explanation of the BCOE process is set forth in ER 415-1-11. See also Task 2-6.

2. **After award, transfer administration of the construction contract to an ACO.**

NOTE: ACOs typically work on or near the project construction site and it is not feasible for the KO to conduct day to day contract administration. ACOs may be delegated the authority to conduct the actions set forth in FAR 42.302 subject to the following limitations:

a. To modify construction contracts within the scope of the contract under the following clauses: Changes (FAR 52.243-4); Differing Site Conditions (FAR 52.236-2); Variation in Estimated Quantity (FAR (52.211-18); provided that no action exceeds $500,000 (if the ACO's warrant threshold permits);

b. To modify performance periods for unusually severe weather or delays due to unforeseeable causes under the Default (Fixed Price Construction) clause (FAR 52.249-10);

c. Modify purchase orders under the Changes (FAR 52.243-4) or Differing Site Conditions (FAR 52.236-2) clause, provided the action does not cause the aggregate value of the order to exceed the Simplified Acquisition Threshold.

3. **Conduct a pre-construction conference/workshop.**

NOTE: Safety issues, safety planning, base access, lay down areas, schedule, quality control, government authority representatives and their authorities should be key components of any pre-construction conference/workshop.

4. **Administer and enforce labor standards.**

NOTE: The KO ensures that labor standards are made a part of the contract by inclusion of the Davis-Bacon Act clauses and current Wage Rate Decision issued by the Department of Labor (DoL). The KO must ensure labor standard compliance of subcontractors at any tier and that the responsibilities are

transmitted to the contractor immediately upon award. All aspects of labor standard compliance should be discussed at the pre-construction conference.

NOTE: Compliance is assured by onsite compliance checks which use interviews and inspections to determine the correctness of contractor/subcontractor job classification, pay and fringe benefit rates, proper surveillance of apprentices, and proper disposition of alleged labor violations, if applicable.

5. **Identify the general policy on construction quality management IAW ER 1180-1-6, Construction Quality Management**.

NOTE: ER 1180-1-6 defines the responsibilities of the contractor and government in managing quality in construction contracts. In contracts over $1M Unified Facilities Guide Specification 01451, Contractor Quality Control, should be included in the contract to specify guidelines for the quality management program. The specification also provides development of a quality control (contractor)/quality assurance (government) program and the requirement for daily construction logs to support the quality evaluations.

NOTE: Prior to work beginning on a construction contract over $25K a notice to proceed (NTP) should be issued in compliance with FAR 52.211-10, Commencement, Prosecution and Completion of Work. The period between contract award and NTP will be used by the contractor to provide bonds, insurance and other administrative requirements.

NOTE: All submittals must be accepted by the KO/ACO or COR.

6. **Execute construction contract modifications (see Task 3-8).** As with other contract types, all construction contract modifications are issued pursuant to standard clauses in the contract. Construction contracts have some clauses unique to a construction environment:

a. Differing Site Conditions (FAR 52.236.2). The Differing Site Conditions clause facilitates modifications to account for site conditions which vary from those represented in the solicitation. The clause specifies that the Government assumes the risk associated with a differing site condition and that contractors should not include contingencies in their bid to cover those risks.

b. Value Engineering Clause (FAR 52.248-3). The VE Clause encourages the contractor to submit cost savings proposals (Value Engineering Change Proposals, VECPs) that would not impair the essential functions or characteristics of the project. Savings that result from VE proposals are shared between the Government and the contractor as prescribed by the clause.

7. Explain the use of Unpriced Change Orders (UCO) in construction contracting. Unpriced change orders for construction contracts are not forward priced but do include all known details of the change, a definitization schedule and, typically, a not to exceed (NTE) price as stated in EFARS 43.102. A UCO is issued unilaterally but the contractor must acknowledge receipt.

NOTE: Bilateral modifications are the preferred method. UCO's should be used sparingly as the need for oversight dramatically increases and there is also cost risk associated with UCOs.

NOTE: UCOs are not undefinitized contract actions (UCA) (DFARS 217.7401(d)) but they should be managed in accordance with DFARS guidance for UCAs to the maximum extent practicable to include final definitization of a bilateral modification within 180 days. If an impasse is reached with the contractor on final agreement a unilateral modification may be issued by the ACO/KO. This action should be taken only when all reasonable efforts to reach agreement have been exhausted.

8. **Develop an Independent Government Estimate (IGE).**

NOTE: FAR 36.203 requires an IGE for modifications exceeding $150,000.

NOTE: IGEs are prepared without knowledge of the contractor's proposal. IGEs are used in negotiations to help establish reasonableness of the contactor's proposal. IGE's are typically prepared by Cost Engineering; however check local policy to determine whether cost engineering or another discipline prepares IGEs for construction modifications.

NOTE: Portions of the IGE may be revealed by the KO during negotiations but only to the extent necessary to reach a fair and reasonable price.

9. **Perform cost or price analysis of contractor proposal.** In evaluating a contractor's proposal for a construction contract modification the ACO/KO may choose to use either cost or price analysis.

NOTE: Price analysis involves evaluation of the total price without regard to its elements.

NOTE: Cost analysis is a far more detailed evaluation of the contractor's proposal. Cost analysis involves the review and evaluation of each cost element.

NOTE: Price analysis is the preferred method when the KO can determine from the contractors proposal that the requirement is clearly understood and the Government does not need supplemental information on cost elements to negotiate a fair and reasonable price. The government must use cost analysis when cost or pricing data is required (FAR 15.404-1(c)).

NOTE: However, since you are in a sole source environment when modifying a contract action it is good practice to obtain a price or cost breakdown of sufficient detail to ensure both price reasonableness and contractor's understanding of the requirement.

10. **Negotiate and issue modifications to the construction contract.**

NOTE: When negotiating construction contract modifications keep in mind that basic pricing policy requires that an equitable adjustment is equitable to both the contractor and the government. In seeking a fair and reasonable price the negotiator should seek a price that provides the contractor incentive to do a good job while protecting the interests of the government.

NOTE: The Government should leave the contractor "whole" in regard to schedule and profit. If a contractor has 3 days of float in its schedule prior to the modification it should still have 3 days of float after modification settlement.

11. **Process Contract Terminations when required.** Contracts may be terminated for the convenience of the government or for default.

NOTE: Termination for Convenience (T4C) (FAR 52.249-2) or Termination (Fixed-Price Architect-Engineer) (FAR 52.249-7) is a unilateral right of the government to cancel work under the contract. The T4C clause is required in all construction contracts over $100,000. The clause relieves the Government from liability for breach of contract damages and provides a process for evaluating the contractor's termination claims. When terminating for convenience the Government has an obligation to pay the contractor costs for work performed plus a reasonable profit. Termination must be accomplished in writing by the KO.

NOTE: Termination for Default (T4D) (FAR 52.249-10) entitles the Government to terminate the contract and pursue contract completion. The contractor is liable for additional costs incurred by the government in completing the contract and losses the Government may have suffered for the delayed completion of the work.

NOTE: In a construction contract a "show cause" notice may be sent to the contractor notifying it that the Government intends to terminate the contract for default and the contractor has a period (at least 10 days) to correct the deficiencies to the satisfaction of the Government.

NOTE: Construction contract performance bonds provide that the surety is liable for damages resulting from the contractor's default. The Government works with the surety to determine what course of action is in the best interests of the Government. When the surety agrees to complete the contract a "takeover agreement" is negotiated and the contract is modified, after terminating the defaulted contractor, to establish the surety as the prime contractor. In this case the surety will typically subcontract to another firm to complete the work.

NOTE: Surety protection does not always exist in a contingency environment.

NOTE: Termination for default is a last resort and alternatives should be considered before making the decision to T4D. The KO may allow the contractor to continue to prosecute the work under a new schedule if there is evidence the delays may have been excusable and contractor can cure deficiencies and the best interests of the government are protected. If liquidated damages are applied they should are applied they should be factored into the decision

12. **Process contract disputes, claims and appeals**.

NOTE: Claims made by a contractor under the Disputes clause (FAR 52.233-1) may involve entitlement (a situation in which the Government disputes the merit of a claim) or quantum (where the Government may admit that the claim has merit but disputes the amount of the claim).

NOTE: Claims have the following characteristics:

a. They are submitted in writing;

b. They seek a sum certain or other specific contract relief.

c. They claim entitlement as a matter of right.

d. They are certified if the amount exceeds $100,000.

NOTE: Contractors have an obligation to continue work after a claim is submitted. Failure to prosecute work may result in a T4D.

NOTE: Upon receiving a claim the KO must conduct a fact finding investigation in which all aspects of the claim are reviewed and documented. The KO prepares a Findings of Fact (FoF) and, ultimately, issues a Contracting Officer's Decision (COD) (FAR 33.211).

NOTE: CODs should be rendered within 60 days of receipt of a claim. For claims over $100,000 the COD must be issued within 60 days or the contractor notified that the decision will be rendered by a certain date which is within a reasonable period. See References for a sample COD.

NOTE: Where the KO fails to issue a COD within the time specified, the contractor may assume denial and file an appeal with the Court of Federal Claims.

NOTE: Where the contractor's certified claim is substantiated, the Government must pay interest on the amount found due from the date the KO receives the claim. If the KO receives an uncertified claim interest does not begin until the claim is certified.

13. **Monitor Theater Business Clearance (TBC), Synchronized Pre-Deployment Operational Tracker (SPOT), and Defense Base Act (DBA) contract periods.**

NOTE: In accordance with Director for Defense Procurement Acquisition Policy DPAP Memorandum dated 15 Sep, 2009 TBC is a critical tool which provides the Joint Force Commander visibility over all contracts and contractors performing work in their area of responsibility (AOR). In order for a contractor to receive a Letter of Authorization (LOA) and country clearance a KO must submit a TBC through the

CENTCOM Contracting Command (C3) POC. Updated instructions for KOs are located at the C3 portal and the C3 Training Website.

NOTE: In accordance with DFARS 252.225-7040 "Contractor Personnel Authorized to Accompany US Armed Forces Deployed outside the United States", contractors are required to record all personnel working under this contract in the SPOT system. This requirement is for all employees of the Prime and their Subcontractors at every tier of performance of every contract. Contractors are required to input personnel into the SPOT system before issuance of NTP and maintain this data during the entire performance period of the contract.

SPOT is required by the DPAP (see DPAP Memo 08 Jan 28 SPOT Implementation Guidance). See C3 Portal for current guidance for SPOT requirements.

Valid Defense Base Act (DBA) Insurance policy with CNA Insurance for the Prime and all Subcontractors at every tier for performance of this contract is required IAW FAR 52.228-3 "Worker's Compensation Insurance (Defense Base Act)" and C3 clause 952.228-0001"Worker's Compensation Insurance (Defense Base Act)". Proof of this insurance policy may be in the form of a paid invoice for DBA Insurance or an email from Rutherfoord/CNA sent to the KO. (See Task 3-2 for NTP requirements).

NOTE: Detailed guidance for KOs concerning DBA Insurance requirements is listed in USACE National Contracting Organization (NCO) Procurement Instruction Letter PIL 2011-05 USACE DBA Insurance Program FY11.

Evaluation Preparation and Guidance: Setup: For training and evaluation provide Soldiers with all regulatory and policy information specific to the post award construction contract modification process. Prepare a written scenario requiring planning for and execution of contract administration activities to include issuance of a contract modification

Performance Measures:	**GO**	**NO-GO**
1. Explained use of pre-construction conference	_____	_____
2. Identified role and authorities of ACO	_____	_____
3. Explained how UCO is used in contract modifications	_____	_____
4. Identified proper regulatory guidance for ensuring a quality management plan is integrated into construction contract administration	_____	_____
5. Identified proper use of IGE in negotiating construction contract modifications	_____	_____
6. Explained how a claim is handled by the KO	_____	_____
7. Explained role of SPOT and DBA insurance in contingency contracting	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. C3 Acquisition Instructions

2. C3 Training Website

3. CENTCOM Contracting Command portal

4. Clauses that Modify Construction Contracts

5. Contract Administration Manual for Construction Contracts, South Atlantic Division

6. DBA Brief 09

7. DBA Insurance Questions and Answers

8. DBA Training to JAA-IC

9. Dos and Don'ts for CORs and QAs

10. DPAP Memo 08 Jan 28 SPOT Implementation Guidance

11. DPAP Memo 09 SEP 15 TBC-CAD Compliance

12. Email RE INFO Procurement Instruction Letter 2011-09 Authority to Use Electronic Software for Davis Bacon Act Payrolls

13. EM 385-1-1 Safety and Health Requirements Manual

14. ER 415-1-11, Biddability, Constructability, Operability and Environmental (BCOE) Review

15. ER 415-1-15 Construction Time Extensions for Weather

16. ER 1180-1-6, Construction Quality Management

17. ES-18030 Construction Contract Modifications

18. FAR 11.7/ EFARS 11.7, Variation in Estimated Quantity

19. FAR 22.4/ DFARS 222.4/ AFARS 5122.4/ EFARS 22.4, Labor Standards for Contracts Involving Construction

20. FAR 33.2 / DFARS 233.2/ AFARS 5133.2/ EFARS 33.2, Disputes and Appeals

21. FAR 36.2/ DFARS 236.2/ AFARS 5136.2/ EFARS 36.2, Special Aspects of Contracting for Construction

22. FAR 42.3/ DFARS 242.3/ EFARS 42, Contract Administration Office Functions

23. FAR 43/ DFARS 243/ AFARS 5143/ EFARS 43, Contract Modifications

24. FAR 48/ AFARS 5148, Value Engineering

25. FAR 49/ DFARS 249/ AFARS 5149/ EFARS 49, Termination of Contracts

26. FY11 PROSPECT Course 366 Construction Contract Administration Student Manual

27. GRD 09-08 CACs and CVS

28. NGB Construction Handbook Part 2, Contract Administration April 11

29. PIL 2008-12 Contract Audit Follow-up and PARC Overage Audit Review Board

30. PIL 2011-05 USACE Defense Base Act Insurance Program FY11

31. PIL 2011-09 Authority to Use Electronic Software for Davis Bacon Act Payrolls

32. PIL 2011-10 Requirements for Cost-Plus-Award-Fee Contract Determination, Issuance and Administration

33. Sample Buy American Act Waiver - Cost

34. Sample Buy American Act Waiver - Impracticable for Use

35. Sample COD

36. Sample Cure Notice

37. SOP-04 TBC SPOT

38. SPOT

Task 3-6
EXPLAIN PAYMENTS UNDER CONSTRUCTION CONTRACTS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been tasked to explain payments under construction contracts.

Standards: Identified the processes for payments under construction contracts.

Performance Steps:

1. **Identify funding requirements for USACE contracts**

a. The project manager is responsible for all funds management.

b. It is mandatory that the Area/Resident Engineer assure funds are available prior to the issuance, by either the Contracting Officer (KO) or ACO, of any directive to a contractor to proceed with work on any change or for any action obligating the Government.

c. The KO/ACO will approve/certify the modification action in CEFMS at the same time the SF 30 is signed.

2. **Identify the law that affects payments under construction contracts and its requirements**.

a. The Prompt Payment Act (PPA) Amendments of 1988 significantly changed the bill paying practices of the Federal Government for contracts awarded, renewed, and options exercised after 31 March 1989.

b. The Act established standards for invoice payments; clarified the definitions of invoice receipt dates and dates of government acceptance of goods or services; eliminated grace periods for late government payments; made interest penalties automatically payable; provided an additional penalty for interest owed but not paid; and extended PPA requirements to partial payments, construction progress payments and release of retained percentage, and construction subcontracts.

c. For complete guidance on the Prompt Payment Act Amendments of 1988, see contract clauses Payments Under Fixed-Price Construction Contracts (FAR 52.232-5) and Prompt Payment for Construction Contracts (FAR 52.232-27).

3. **Describe the payment procedures used for fixed price construction contract in accordance with FAR 52.232-5.**

a. Conduct a preliminary review of the invoice whereby a preliminary review of the Network Analysis System (NAS) schedule, or an alternate schedule, by government and contractor personnel before the actual invoice is submitted.

b. Contractor submits a proper invoice (ENG Form 93, Payment Estimate – Contract Performance) to the Area or Resident Office

c. The payment "clock" starts to run on the date that the proper invoice is received at the designated billing office. The payment due date is 14 or 21 (OCONUS) calendar days after the payment request is received.

d. Reject an improper invoice (that does not meet the conditions established by the PPA contract clause. Notify the contractor of the defective invoice within seven days after the invoice is received. The "clock" is effectively stopped upon notification. Interest penalties are not required on payment delays due to disagreement.

e. The due date for interest on progress payments due the contractor will be 14 or 21 days after receipt (beginning on the 15th or 22nd day) of receipt of the proper invoice. The interest due date on final payments will be either the 30th day after receipt (31st day) by Designated Billing Office (DBO) of a proper invoice, subject to contract settlement actions (e.g., release of claims), or the 30th day after government acceptance of the work completed by the contractor, whichever is later.

f. The contractor will notify the Government when it discovers that a portion or all of a current payment request covers work that does not conform to the contract. To the extent that payment has already been paid to the contractor, the Government is entitled to interest on "unearned" payments. A penalty amount, in addition to the interest amount, will be paid if the contractor is owed interest and is not paid the interest within 10 days after invoice payment, and if the contractor makes a written demand, not later than 40 days after payment of the invoice, that the agency pay such a penalty.

g. Payment for Preparatory Work and Mobilization may be authorized by the KO. The KO may also permit payment to contractors for material delivered at the site, but not yet incorporated in the work. When allowed in the contract (DFARS 252.232-5000), listed materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if listed in the contract included in payment estimates and if all the conditions of the General Provisions are fulfilled.

h. In making progress payments, the Government shall, upon request, reimburse the contractor for the amount of premiums paid for performance and payment bonds after the contractor has furnished evidence of full payment to the surety.

i. Assess liquidated damages according to Actual Construction Completion Date (date that the USACE accepts the work as substantially complete) minus the Required Completion Date.

j. If satisfactory progress is achieved during any period for which a progress payment is to be made, payment may be made in full. If satisfactory progress is not achieved, the Contracting Officer's Representative may (if consistent with the COR's letter of appointment) retain a maximum of 10 percent of the payment amount until satisfactory progress is achieved.

k. Progress payments are not allowed for the contractor's bonus share of Instant Contract Savings (ICS) in the next progress payment after definitizing the Value Engineering Cost Proposal (VECP) and before the VE work is accomplished (this amounts to pre-financing or prepayment which requires special authorization and special procedures for fixed-price construction contracts).

l. See Task 3-12 (Perform Construction Contract Closeout) for final payment procedures.

4. **Describe the Contract Administration team's responsibilities with respect to payments**.

a. The Administrative Contracting Officer (ACO) is responsible for the administration and enforcement of the labor standards [provisions] contained in the contract, pursuant to the Department of Labor regulations, in accordance with the Davis-Bacon Act (FAR 22.403). Activities supporting this duty include preconstruction conference, onsite compliance checks, onsite interviews, and initiating an investigation (if necessary).

Monitor project funds

b. Certify invoices for payment after ensuring that they are proper, timely, and accurate.

c. Document violation of Actual Construction Completion Date and assess liquidated damages as

appropriate.

Evaluation Preparation and Guidance: Setup: Brief the Soldier on the construction mission of USACE and provide them sufficient information that they would be able to explain payments under construction contracts.

Performance Measures:

	GO	NO-GO
1. Identify funding requirements for USACE contracts	_____	_____
2. Identify the law that affects payments under construction contracts.	_____	_____
3. Explain payment procedures under for fixed price construction contract.	_____	_____
4. Explain the responsibilities of the Contract Administration team (payments)	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. 5 CFR 1315: Prompt Payment; Formerly OMB Circular A-125
2. EFARS 32.7 Contract Funding
3. ES - 08035 Construction Payment Estimates
4. ES 08035-1 Attachment A, Pay Estimate Checklist
5. ES 08035-2 Attachment B, Contract Closeout Checklist
6. ES 08035-3 Attachment C, Contract Completion Statement
7. ES 08035-4, Attachment D, Release of Claims
8. ES 08035-5, Attachment E, ENG Form 93
9. FAR 32.9/ DFARS 232.9, Prompt Payment
10. FAR 36 /DFARS 236 /AFARS 5136 /EFARS 36, Construction and A-E Contracts
11. Funding Types Sheet
12. FY11 PROSPECT Course 366 Construction Contract Administration Student Manual
13. Public Law 100-496, Prompt Payment Act Amendments of 1988

Task 3-7
EXPLAIN ACCELERATION AND EXPEDITING OF CONSTRUCTION CONTRACTS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been tasked to explain accelerating and expediting construction contracts. Given a scenario, correctly determine whether it is acceleration or expediting and the correct way to proceed.

Standards: Identified the acceleration process of construction contracts.

Performance Steps:

1. **Describe acceleration of construction contracts and when it is typically used**.

a. Extra effort required to meet the original contract completion date; it can be either contractor self-initiated (non-compensable) or government-initiated (deliberate or constructive)

b. Is compensable under the changes clause only if the government required accelerated effort to meet a current delivery schedule in the face of delays found to be excusable.

c. Most commonly occurs when: the Contracting Officer (KO) directs adherence to the original or adjusted contract completion date but there are excusable delays; or when the KO adds requirements to the contract but fails to extend the contract time.

d. General requirements:

1) A period of excusable delay must exist

2) Government must have actual knowledge of the delay with enough data to be able to make reasonable a determination (contractor must notify government with data, or government must have actual knowledge)

3) Government fails or refuses to grant the requested extension within a reasonable time

4) There must be an express or implied government order to accelerate progress

5) Contractor must notify government that order is considered to be a constructive change

6) Contractor must make actual, reasonable effort to accelerate, resulting in additional costs

2. **Identify the difference between directed and constructive acceleration**.

a. Directed is intentional and “directed” to the contractor by the government

b. Constructive is as the result of action or inaction on the part of the government, with the effective result of requiring the contractor to complete more work in the same amount of time.

3. **Identify the difference between acceleration and expediting construction contracts**.

a. Acceleration is extra effort to meet the original contract completion date, i.e., to eliminate an extension of time otherwise due for changes or excusable delays encountered. In changes where

acceleration is attributable to the extra effort expended by the contractor to comply with an acceleration order, it shall be clearly identified in the Government Estimate

b. Expediting is requiring a completion date prior to the contract completion date and is not permitted without approval of the Head of the Agency, except that the KO may approve an expedited completion date if no additional costs are involved

Evaluation Preparation and Guidance: Setup: Brief the Soldier on the construction mission of USACE and provide them sufficient information that they would be able to explain acceleration of construction contracts.

Performance Measures:	**GO**	**NO-GO**
1. Explained acceleration of construction contracts to include the difference between directed and constructive acceleration.	_____	_____
2. Explain the difference between acceleration and expediting construction contracts.	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. DFARS 236.270, Expediting Construction Contracts

Task 3-8
EXPLAIN THE CONSTRUCTION CONTRACT MODIFICATION PROCESS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been tasked to explain the construction contract modification process.

Standards: Identified the common construction contract clauses from which modifications arise. Given a modification scenario, correctly determined whether the modification is in-scope or out-of-scope and provided sound rationale for determination.

Performance Steps:

1. **Identify the common construction contract clauses from which modifications arise (see attached matrix).**

   a. Changes, FAR 52.243-4

   b. Differing Site Conditions, FAR 52.236-2

   c. Value Engineering-Construction, FAR 52.248-3

   d. Variations in Estimated Quantities, FAR 52.211-18

   e. Default (Fixed-Price Construction), FAR 52.249-10

   f. Suspension of Work, FAR 52.242-14

NOTE: See also Time Extensions for Unusually Severe Weather, ER 415-1-15 (31 OCT 2009). The authority for the modification is the Default (Fixed-Price Construction) clause, FAR 52.249-10.

2. **Identify the sources of contract modifications**.

   a. User Requests

   b. Field Conditions

   c. Engineering/Design Requirements

NOTE: User changes result from a desired design change by the customer.

NOTE: Most modifications arise from field conditions. Examples include design errors, differing site conditions, quantity over-runs, and delays created by unusually severe weather.

NOTE: Design Errors in design-bid-build (D-B-B) contracts, where the government or Architect-Engineer (A-E) firm is responsible for the design, and disconnects or ambiguities between plans and specifications are examples of Engineering/Design Requirement sources of contract modifications.

3. **Determine if the change is within or outside the scope of the contract** (referred to as “In Scope” or “Out of Scope” modifications).

NOTE: A modification is within scope if it falls within the parameters of FAR 52.243-4, Changes, or other construction clauses within the contract. The end result is still the project outcome envisioned by both

parties at time of award. A modification may be outside the scope of the contract for additional new work or if the change significantly increases the contract amount (>25%). There is no "bright line" to determine whether a change is outside the scope of the contract. When in doubt, always consult Counsel. It is the KO's responsibility to make the determination as to whether or not a change is within scope or out of scope. This determination is key, as it may affect the type and year of funding for the modification. Generally speaking, in-scope changes must be funded with the same type and year of funds as the original contract. Alternatively, out-of-scope changes must be funded with current year funds.

NOTE: The tests used by the GAO, the Boards of Contract Appeals and the courts is (1) whether the change so materially alters the contract that the field of competition for the contract as modified would be significantly different from that obtained for the original contract (scope of competition) [AT&T Communications, Inc. v Wiltel, Inc., 1 F.3d 1201, 1205 (Fed. Cir. 1993)] and (2) whether the contract as modified, "should be regarded as having been fairly and reasonably within the contemplation of the parties when the contract was entered into" [Freund v. United States, 260 U.S. 60 (1922)].

4. **Describe a Basic Change Document (BCD), its origination, purpose, and processing**.

a. The Resident Management System (RMS) process generates what is known as a BCD.

b. The BCD describes the scope of the change, changes to plans and specs, necessity and reason for change; the initial estimated cost and time impact and may also be used to evaluate A-E liability if Design Errors or Omissions cause the change.

NOTE: Unpriced Change Orders follow procedures required by EFARS 43.102. An unpriced change order is not an "Undefinitized Contract Action (UCA)" as defined in DFARS Subpart 217.7401(d). USACE, however, has elected to apply the DFARS procedures for processing UCA's to unpriced change orders.

5. **Describe the Contract Modification Processes** in accordance with the Army Contracting Command (ACC) 51C Level One Proficiency Guide, Task 3-7, Modify Contracts.

Evaluation Preparation and Guidance: Setup: Brief the Soldier on the construction mission of USACE and provide them sufficient information that they would be able to explain construction contract modifications.

Performance Measures:	**GO**	**NO-GO**
1. Identify the common construction contract clauses used for modifications.	_____	_____
2. Identify the sources of contract modifications	_____	_____
3. Given a modification scenario, identify whether a modification is " within-the-scope" or "outside-the scope" of a contract	_____	_____
4. Identify what a Basic Change Document is, purpose and processing	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. ACC 51C Level One Proficiency Guide

2. CENAB-CO-CN Policy Contract Clauses for Contract Modifications

3. Clauses that Modify Construction Contracts (included in full text after these references)

4. Contract Management Article, "Equitable Adjustment or Certified Claim?" JUN 04

5. CRC Guide, Section 19, Contractor Claims

6. Criteria for Adequate Contract Pricing Proposals Policy

7. ECB 2002-27 Construction Modification Reason Codes in RMS (Resident Management System) -- Applicability: Guidance

8. EFARS Appendix A Part 3, Contractor Requests for Claims and Appeals

9. ER 415-1-15 Construction Time Extensions for Weather

10. ES 18030, Construction Contract Modifications

11. FAR 43/ DFARS 243/ AFARS 5143/ EFARS 43, Contract Modifications

12. FY11 PROSPECT Course 366, Construction Contract Administration Student Manual

13. GRD 09-16 SPS with Labeling and Naming Convention Attachments

14. Guidelines for Pricing Modifications

15. Modification Checklist for Inspections

16. Modification Procedures

17. Mod Markup Meeting Procedures

18. Mod Routing Checklist

19. SAD Construction Administration Manual, SADDM 1110-1-1 April 2010

20. Sample DF Exercising an Option

CONTRACT CLAUSES THAT MODIFY CONSTRUCTION CONTRACTS:

CONTRACT CLAUSE:	REV. DATE	FAR CLAUSES (or as noted)	DIRECT FOOH& HOOH	IMPACT	PROFIT	TIME	TYPE
Changes (1)	06/07	52.243-04	x	x	x	x	E, I & T
Differing Site Condition	04/84	52.236-02	x	x	x	x	E, I & T
Government Property (1)	08/10	52.245-01	x	x	x	x	E, I & T
Variations in Estimated Quantities	04/84	52.211-18	x		x	x	E & T
Variations in Estimated Quantities – Subdivided Items (2)	03/95	52.211-5000 (EFARS)	x		x	x	E & T
Use and Possession Prior to Completion	04/84	52.236-11	x		x	x	E & T

Inspection of Construction (3)	08/96	52.246-12	x		x	x	E & T
Termination for Convenience-Partial (Work Remaining) (4)	05/04	52.249-02	x		x	x	E & T
Price Reduction – Defective Cost Data (5)	10/10	52.215-11	x		x		C & P
Termination for Convenience- Total (6)	05/04	52.249-02	x		x		C & P
Termination for Convenience- Partial (Terminated Work) (7)	05/04	52.249-02	x		x		C & P
Federal, State & Local Taxes (8)	04/03	52.229-03	x				C
Operation & Storage Areas (9)	04/84	52.236-10	x				C
Protection of Vegetation (9)	04/84	52.236-09	x				C
Inspection of Construction (10)	08/96	52.246-12	x				C
Value Engineering Cost Proposal	10/10	52.248-03	x				C
Suspension of Work (11)	04/84	52.242-14	x	x			C & I
Default	04/84	52.249-10				x	T

TYPES:
E = EQUITABLE ADJUSTMENT to mean a Reasonable and Customary Allowance for Profit;
C= COSTS ONLY;
T= TIME ONLY;
P= PROFIT INCLUDED;
I= IMPACT

NOTES:

(1) Changes clause revision to reflect new Government Property clause

(2) Subdivided items < 85% equitable adjustment & time >115% time only

(3) If the work was installed correctly, the contract will be modified with an equitable adjustment and time.

(4) The work not terminated, if disturbed, is subject to an equitable adjustment plus time.

(5) Interest may be collected on costs

(6) The total terminated settlement can not exceed the contract price with modifications included.

(7) The terminated work is priced at costs plus profit

(8) Clause invoked only when costs exceed $250.00 for an add or deduct

(9) Deductive modification for contractor non-performance. Cost for the government to remove and/or restore

(10) Government can accept defective work with an appropriate adjustment

(11) Time given under the "default" clause

10/04/10

Task 3-9

ESTABLISH A PROFIT OBJECTIVE USING THE ALTERNATE WEIGHTED GUIDELINES METHOD

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to establish a profit objective for a construction requirement.

Standards: Given a construction contract scenario, established a profit objective using the alternate weighted guidelines approach IAW EFARS 15.404-73.

Performance Steps:

NOTE: For cost reimbursement contracts, the weighted guidelines method described at DFARS 215.404-71 shall be used.

NOTE: Based on the circumstances of the procurement action, each of the factors shall be weighted from 0.03 to 0.12 as indicated below.

1. **Determine the degree of risk to the contractor in performing the requirement.**

NOTE: Where the work involves no risk or the degree of risk is very small, the weighting should be 0.03; as the degree of risk increases, the weighting should be increased up to a maximum of 0.12. Lump sum items shall generally have a higher weight than unit price items. Consider the nature of the work and where it is to be performed. Also consider the portion of the work to be done by subcontractors, amount and type of labor included in costs and whether the negotiation is before or after performance of the work. Modifications settled before the fact have much greater risk than those settled after the fact. A weight of 0.03 is appropriate for after the fact equitable adjustments and/or settlements.

2. **Determine the relative difficulty of work.**

NOTE: If the work is difficult and complex, the weight should be 0.12 and should be proportionately reduced to 0.03 on the simplest of jobs. This factor is tied in, to some extent, with the degree of risk. Other things to consider are the nature of the work, by whom it is to be done (i.e., subcontractors, consultants), etc.

3. **Determine the size of the job.**

NOTE: Work estimated at $100,000 or less shall be weighted at 0.12. Work estimated between $100,000 and $5M shall be proportionately weighted from 0.12 to 0.05. Work from $5M to $10M shall be weighted at 0.04. Work in excess of $10M shall be weighted at 0.03.

4. **Determine the period of performance**.

NOTE: Work not to exceed 1 month is to be proportionately weighted at 0.03. Durations between 1 and 24 months are to be proportionately weighted between 0.03 and 0.12. Work in excess of 24 months is to be weighted at 0.12.

5. **Determine the contractor's investment**.

NOTE: This factor is to be weighted from 0.03 to 0.12 on the basis of below average, average and above average. Consider the amount of subcontracting, Government-furnished property or data such as surveys, method of making progress payments, and any mobilization payment items.

6. **Determine the amount of assistance to be provided by the Government.**

NOTE: This factor is to be weighted from 0.12 to 0.03 on the basis of average to above average. Consider use of Government owned property, equipment and facilities, expediting assistance, etc.

7. **Determine the amount of subcontracting**.

NOTE: This factor is weighed inversely proportional to the amount of subcontracting. Use 0.03 when 80% or more of the work is to be subcontracted. The weighting should be increased proportionately to 0.12 when all the work is performed by the contractor's own forces.

8. **Complete the Weighted Guidelines Alternate Approach worksheet, using the weights determined in the steps above to arrive at the profit objective.**

Factor	Rate	Weight	Value
Degree of risk	20		
Relative difficulty of work	15		
Size of job	15		
Period of performance	15		
Contractor's investment	5		
Assistance by Government	5		
Subcontracting	25		
TOTAL	100%		

NOTE: "Value" is obtained by multiplying the rate by the weight. The Value column, when totaled, indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

Evaluation Preparation and Guidance: Setup: Brief the Soldier on the mission and provide them sufficient information that they would be able to establish a profit objective when given the pertinent information for a construction requirement.

Performance Measures:	**GO**	**NO-GO**
1. Given a construction contract scenario, established a profit objective using the alternate weighted guidelines approach IAW EFARS 15.404-73.	_____	_____

References: (See DVD for References)

1. EFARS 15.404-73, Alternate Structured Approaches

Task 3-10
OBTAIN AND USE A DEFENSE CONTRACT AUDIT AGENCY (DCAA) AUDIT

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the standard process used by the USACE for obtaining audits and how that audit will be used to support a construction contract procurement action.

Standards: Explained under what conditions a USACE Contracting Officer (KO) would obtain a DCAA Audit in a Contingency Environment for construction contracts; how that audit would be used to support the government position in response to a claim; how that audit would be used to support the Government's negotiation position; how it could be used to support a Contracting Officer Decision (COD) in response to a claim; and to what extent the KO would rely upon the audit report.

Performance Steps:

1. **Identify DCAA roles and responsibilities in auditing contractor proposals.**

NOTE: DCAA is responsible for performing all audits for the Department of Defense (DoD), and for providing accounting and financial advisory services to DoD components responsible for procurement and contract administration.

NOTE: Requests to DCAA must be initiated by the KO. IAW PGI 215.404-2(a), the KO should consider requesting audit services for fixed price proposals exceeding the cost or pricing data threshold. USACE normally awards fixed-price construction contracts. The Project Delivery Team (PDT) to include contracting and office of counsel (OC) must decide if an audit is needed, and if there is sufficient time to request and receive an audit that will provide meaningful information to support the government position. The audit will be requested from the DCAA office in the region where the contractor home office is located.

NOTE: The DCAA Contract Audit Manual and audit office locator may be found at: http://www.dcaa.mil.

NOTE: Utilize Task 3-11 Process Claims as a source guide.

NOTE: If it is determined that an audit is needed, a meaningful technical analysis must be done by the government and a copy provided to the auditor in sufficient time for the audit team to review and use in their audit analysis and report. This analysis should be requested of the technical member of the PDT and completed immediately upon receipt of the proposal or claim. A technical analysis is not an analysis of any cost elements.

NOTE: In both CONUS and OCONUS contingency and non-contingency construction contract environments, USACE primarily requires DCAA audit reports in support of claim settlements. USACE employs experienced professional construction cost estimators who have access to current Market Research data. These professionals have the capability of assessing labor and material costs for construction contracts which are a skill set not available in DCAA. This information is used in preparation of the technical analysis which is supplied to DCAA when an audit is requested.

NOTE: DCAA assesses whether the contractors' General and Administrative (G&A) and Overhead (OH) costs are allowable and allocable. Both G&A and OH are indirect costs – they cannot be directly charged to a contract. G&A refers to that portion of the indirect costs that apply to the whole operation; whereas overhead applies to a portion of the operation.

NOTE: Examples of G&A are salaries for home office personnel, rent, and utilities.

NOTE: Examples of OH are: engineering overhead, labor overhead or manufacturing overhead, material handling, and subcontract management. All apply to a specific function or cost within the organization. In USACE, these are also referred to as Departmental Overhead (DOH).

NOTE: OH pools are selected based on the nature of the operation. Generally, different overheads are selected if the costs associated with different parts of the operation are different. For example, if the projects entail a combination of in-house labor and subcontract labor; in-house labor entails indirect costs (benefits, payroll taxes, leave, etc) that do not apply to subcontracts. On the other hand, there is a cost for management of the subcontracts that is not present for in house labor.

NOTE: There is no standard for how a firm decides whether a cost is G&A or OH. One firm may include different costs in G&A than another does. DCAA will look to ensure that whichever way a firm chooses to define G&A and OH costs they are consistent across all their contracts and meet generally accepted accounting principles. You are beginning to understand why you need to enlist the aid of DCAA in investigating these costs.

NOTE: A word of caution, costs may be deemed unallowable if there is not sufficient documentation to support them. This does not mean that these costs cannot be properly charged to the contract. It just means the contractor did not provide the paper trail to connect the dots and support the cost. This will be an element of the pre-negotiation objective memorandum (POM) – a point of discussion with the contractor during negotiations.

NOTE: Once negotiations have been successfully concluded the price negotiation memorandum (PNM) must be submitted to DCAA, along with a discussion of how the information provided in the audit was used. For example if DCAA questioned $50,000 in costs the PNM would indicated that additional documentation was requested to support items a, b, and e of unsupported costs. The contractor provided additional documentation on items a and e but not item b. Therefore, of the $50,000 in questioned costs, $37,000 was substantiated by the contractor, but $13,000 was not. The contractor reduced his claimed amount accordingly.

NOTE: The PNM must state that the KO relied on the contractor's certified claim and the DCAA audit results in determining the final settled amount, and in determining a fair and reasonable price. If it is determined at a later date that the contractor submitted fraudulent information which the KO and/or DCAA relied upon, the government will be able to pursue the contractor for fraud.

Evaluation Preparation and Guidance: Setup: Brief the Soldier on the local process to request an audit from DCAA. Explain when a USACE KO would obtain a DCAA Audit in a Contingency Environment for construction contracts and to what extent a KO would rely on the audit report.

Performance Measures:	**GO**	**NO-GO**
1. Identify the requirement or need for a DCAA Audit.	_____	_____
2. Explain rationale for relying on the audit report	_____	_____
3. Explain the information to be provided DCAA upon completion of negotiations or settlement of the claim.	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx.

Accessing this site first will allow the hyperlinks to open.

1. DCAA Contract Audit Manual

2. DFARS PGI 215.404-2, Information to support proposal analysis

3. EFARS 15.490, Follow-up on contract audit reports

4. FAR PART 15-4, Contract Pricing

5. FY11 PROSPECT Course 366 Chapter 9 Fundamentals of Contract Pricing

6. PIL 2008-12, Contract Follow-up and Overage Audit Review Board

Task 3-11
PROCESS CLAIMS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the procedures that all USACE contracting activities should use in handling contract claims, disputes and requests. This process shall be applicable to all contractual claims arising out of construction, architect-engineer, supply, and all other types of contracts administered by USACE using both military and civil funds.

.

Standards: Identified the correct process and applicable components when processing a claim as a contracting professional.

Performance Steps:

1. **Identify the steps of the claims process:**

a. Receive Claim.

b. The Contracting Officer (KO) shall document the contract file with evidence of the date of receipt of any submission from the contractor deemed to be a claim.

c. Upon receipt of a claim, the KO will immediately acknowledge it in writing, and if not done already, request the contractor to furnish a specific statement of the time and money claimed.

d. Originating Office shall submit the claim file to the District Counsel (See attached reference for Processing Claims, Disputes, and Requests).

e. Conduct fact finding investigation led by Office of Counsel (OC).

f. KO should handle contractor claims promptly and equitably.

g. Contact contractor only to the extent necessary to properly develop the facts and perform negotiation meetings. The contractor may meet with the KO.

NOTE: IAW EFARS Appendix A, Part 3, A3-203(b), after the fact finding investigation has been completed and the staff recommendations have been considered, the KO should offer the contractor an opportunity to attend a conference to discuss the claim. An attorney from the OC should participate in this conference. If the contract claim has merit in whole or part, an attempt should be made to negotiate quantum (price), either at the conference or at a later time agreed to by the parties.

NOTE: IAW EFARS Appendix A, Part 3, A3-203(c), Encourage the KO to consider the use of the Alternative Dispute Resolution (ADR).

h. KO will prepare and sign a Contracting Officer's Decision (COD) memorandum. In many cases the memorandum will be prepared by OC and reviewed, understood, approved and signed by the KO. (See References for a sample COD Memorandum) The COD must reflect the decision of the KO, as the KO will be required to testify as to the decision in any subsequent hearings.

i. Document the file: ensure all contract files are kept up to date with all relevant contract administration documents to include documents from Contract Administration Branch (CAB) and the Area Engineer and/or Administrative Contracting Officer (ACO).

j. If an appeal is filed with the KO, a copy should be immediately forwarded to the OC Attorney assigned to the claim for proper action and preservation of the record.

NOTE: A Claim is a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract.

A written demand for payment of money exceeding $100,000.00 is not a claim until certified as required by the Contract Disputes Act. A voucher, invoice, or other routine request for payment that is not in dispute is not a claim. The submission may be converted to a claim, by written notice to the KO, if it is disputed either as to liability or amount or is not acted upon in a reasonable time (FAR 33.207(a)).

NOTE: If the KO suspects a claim is fraudulent, the KO may not settle such a claim per FAR 33.210. The KO must immediately contact the activity's Procurement Fraud Advisor per FAR 33.209.

Evaluation Preparation and Guidance: Brief the Soldier on the requirement for Processing Contractor Claims and give them sufficient information that they would be able to explain the steps required to evaluate and respond to a claim in a proper and timely manner.

Performance Measures:	**GO**	**NO-GO**
1. Explain the steps required for processing contractor claims.	_____	_____
2. Identify the elements of a Contracting Officers Final Decision.	_____	_____
3. Properly prepare and document contract file.	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. 41 U.S.C. 601-613 Contract Disputes Act of 1978

2. Contract Management Article; "Equitable Adjustment or Certified Claim?"

3. Contractor Claim Briefing with notes

4. CRC Guide, Section 19, Contractor Claims

5. Criteria for Adequate Contract Pricing Proposals Policy

6. DCAA Manual Chapter 12, Auditing Contract Termination, Delay/Disruption, and Other Price Adjustment Proposals or Claims

7. EFARS Appendix A, Part 3, Contract Requests, Claims and Appeals

8. FAR 33.2/ DFARS 233.2/ AFARS 5133.2, Disputes and Appeals

9. FY11 PROSPECT Course 366 Construction Contract Administration Student Manual

10. PIL 2008-12 Contract Audit Follow-up and PARC Overage Audit Review Board

11. QMS NAB 17005 Contracts – Processing Claims Disputes and Requests

12. SAD Construction Administration Manual SADDM 1110-1-1 April 2010

13. Sample COD Memorandum

Task 3-12

PERFORM CONSTRUCTION CONTRACT CLOSEOUT

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain closeout procedures for a construction contract.

Standards: Prepared a briefing on the procedures required to close out a construction contract to include the forms that must be completed by authorized individuals and filed with the official contract file.

Performance Steps:

1. **Determine if the contract is ready for closeout.**

a. The Contracting Officer (KO) shall initiate the contract closeout process upon receiving written notification, along with the requisite documentation, that a contract is ready to be closed.

b. Has final inspection and acceptance been documented and placed in the contract file?

c. Has the KO received from the ACO all appropriate completion documents (i.e. DD1593 Contract Administration Completion Record, DD1597 Contract Closeout Checklist, or DD1594 Contract Completion Statement)?

d. A completed DD Form 1354, Transfer and Acceptance of DoD Real Property has been completed and filed.

c. Target closeout time for CONUS projects is 6 months from completion of final DD 1354, 12 months for OCONUS projects.

2. **Final payment is made by the KO when the ACO and KO agree that the contract is administratively complete.**

a. When the contractor has completed the list of all items to be corrected (punch list) monies withheld to that point (retainage) should be included in the final payment.

b. Final payment should not be made until all the conditions at FAR 4.804-5(b) have been met.

c. Upon receipt, review and concurrence of the final invoice; receipt of a “Release of Claims” from the contractor; and any other required documentation the ACO will approve for payment in CEFMS or via Wide-Area Work Flow.

NOTE: In a release of claims, the contractor shall execute and deliver a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under the contract, subject only to certain exceptions.

3. **Contractor Performance Evaluation**

a. Construction contractor evaluations required by FAR 36.201 will be entered in the Construction Contract Administration Support System (CCASS). The report should be prepared within 60 days following substantial project completion.

b. Performance report required for contract $550,000 or more, $25,000 or more if any element is unsatisfactory or outstanding, over $10,000 if the contract is terminated for default.

c. See EFARS 36.201 (Evaluation of contractor performance) and ER 415-1-17 (Construction Contractor Performance Evaluations) and Procurement Instruction Letter PIL 2011-04 Contractor Performance Assessments for guidance on processing contractor performance evaluations.

NOTE: Interim performance evaluations are encouraged. ER 415-1-17 provides succinct direction regarding the preparation of both interim and final performance evaluations.

4. **Initiate Contract Closeout in SPS**.

a. The Soldier should complete the DD 1594 in SPS and route to the KO.

b. The KO shall review, sign, and place the DD 1594 created in SPS in the official contract file.

c. A contract close out modification is only required when remaining contract funds must be deobligated.

NOTE: Contracts will not appear as closed out in FPDS-NG or ACBIS until closeout is completed in SPS.

d. Send closed contract to Records Holding for archiving until the regulatory date for destruction has occurred. For environmental contracts the retention date may be much longer than typical.

NOTE: Contracts for environmental services must be retained indefinitely.

Evaluation Preparation and Guidance: Setup: Provide the Soldier with a scenario contract that is physically complete and ready to be evaluated for contract closeout. Have the Soldier brief what actions must take place, who is authorized to initiate the actions, and what forms must be prepared to properly close the contract and document the contract file.

Performance Measures:	**GO**	**NO-GO**
1. Properly determined that the contract was ready for closeout	_____	_____
2. Coordinated closeout documentation with ACO	_____	_____
3. Ensured closeout documentation was in official contract file	_____	_____
4. Contractor performance evaluation is finalized in CCASS	_____	_____
5. Closed contract out in SPS	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. ACASS-CCASS Presentation

2. Auto Close Out Guide

3. Auto Close Step-by-Step

4. CCASS Policy Manual

5. CCASS website

6. DD 1354, Transfer and Acceptance of DoD Real Property

7. DD 1593, Contract Administration Completion Record

8. DD 1597, Contract Closeout Checklist

9. DPAP Memo, 14 SEP 2010, AbilityOne Contract Closeout Services

10. ER 415-1-17, Construction Contractor Performance Evaluations

11. ES - 04010 MILCON Project Closeout

12. ES 04010.2 MILCON Project Closeout – Frequently Asked Questions (see above link)

13. FAR 4.8 / DFARS 204.8 / PGI 204.8 / EFARS Part 4.8, Government Contract Files

14. FAR 36/ DFARS 236/ AFARS 5136/ EFARS Part 36, Construction and Architect-Engineer Contracts

15. FAR 36.201, Evaluation of Contractor Performance

16. GRD 09-01 CCASS

17. Guidance for Federal Agencies Superfund Financial Management and Recordkeeping, 1989

18. Guidance Memo, 9 Sept 1996, Superfund Financial Management and Recordkeeping

19. LRL Closeout Procedures

20. LRL Instructions, Close out "D" Contracts

21. LRL Instructions for Closing Out Contracts in PD^2

22. PIL 2011-04 Contractor Performance Assessments

23. TAD OPORD 2010-04, Standardizing Project Closeout

Task 3-13
EXPLAIN THE AUTHORITY FOR AND TYPES OF CONTRACT TERMINATIONS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the issues encountered with managing construction contracts that result in a Termination for Convenience (T4C) or Termination for Default (T4D). Explain how USACE supports and processes these contract actions and how re-procurements resulting from a T4D are processed.

Standards: Explained the authorities that allow for termination of a contract. Described the difference between T4C and T4D. Explained the facts and risks which bear upon making a determination that it is in the best interest of the government to terminate a contract.

Performance Steps:

1. **Explain the unique circumstances regarding contract terminations in a contingency environment.**

NOTE: The Government's right to terminate is discretionary.

NOTE: You may encounter a larger than normal number of contract terminations in an OCONUS contingency environment due to the urgency with which contracts are executed (affecting contract quality), constrained periods of performance, technical capability of the local construction industry, corruption, security issues, and unstable financial environment. Some of these issues may be encountered in the CONUS contingency environment depending upon the length of the mission.

NOTE: Type of contract funding and ability to reuse funds is always a consideration when deciding whether to terminate a contract.

NOTE: Ensure all backup documentation on contractor performance and remedial action is placed in the official contract file.

NOTE: Always keep customer informed of status on their projects so there will be no surprises when the Contractor fails to perform and the USACE contract managers implement remedial action and consider termination of the contract.

2. **Explain common reasons to terminate a contract for convenience.**

NOTE: When considering a T4C action, identify T4C authority. Identify stakeholders, rationale, required documentation, possible costs, and limitations on reusing funds once a contract is terminated and funds are de-obligated.

NOTE: Common reasons to T4C are: differing site conditions, significant changes in the government's requirement, or finding the contract was awarded improperly.

3. **Explain common reasons to terminate a contract for default.**

NOTE: When considering a T4D action, identify the T4D authority. Identify the stakeholders and possible causes that lead to a termination, required documentation to support the decision and possible consequences resulting from this decision. Discuss requirements and timeframe to re-procure.

NOTE: Common reasons to T4D are failure to complete work on time, and failure to adhere to required specifications.

NOTE: When considering a T4D action, be sure the quality assurance procedures have been followed by seeking remedies short of termination (Construction Contract Administration PROSPECT Course 366, Chapter 14). The requirement for Performance and Payment Bonds is usually waived by the Contracting Officer (KO) for OCONUS contingency construction contracts so allowing the surety to finance the contractor or contract with another firm to complete the project is not an option. If it is decided that the best decision for the government is to T4D, ensure a Cure Notice has been issued, interim unsatisfactory evaluation rating has been posted and validated in the Construction Contract Administration Support System (CCASS), and a show cause notice has been signed and issued by the KO.

NOTE: For A-E contracts, refer to Engineer Pamphlet (EP) 715-1-7, Chapter 5-9, Resolving Performance Problems.

Evaluation Preparation and Guidance: Setup: Provide the Soldier with information sufficient to understand and apply the T4C and T4D procedures.

Performance Measures:	**GO**	**NO-GO**
1. Provide a summary of circumstances that would support a T4C	_____	_____
2. Define when the Government may T4D	_____	_____
3. Explain the default procedures.	_____	_____
4. Explain possible remedies short of termination.	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. AED-N Terminations SOP 13 DEC 2010

2. CCASS website

3. FAR 32/ DFARS 232/ PGI 232/ AFARS 5132/ EFARS Part 32, Contract Financing

4. FAR 49/ DFARS 249/ PGI 249/ AFARS 5149/ EFARS Part 49, Termination of Contracts

5. Funding Types Sheet

6. FY11 PROSPECT Course 366, Construction Contract Administration Student Guide, Chapter 14, Remedies Short of Termination

7. FY11 PROSPECT Course 366, Construction Contract Administration Student Guide Chapter 15, Terminations

8. FY11 366 T4C Chap 15-2 IG Termination for Convenience

9. FY11 366 T4D Chap 15-1 IG Termination for Default

10. Sample Cure Notice

11. "What Color is My Money?"

Task 3-14
EXPLAIN RECURRING ISSUES IN CONSTRUCTION CONTRACTS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain recurring issues that arise in construction contracts, especially in a contingency environment.

Standards: Identified the recurring issues associated with construction contacts and ability to mitigate in order for the supported district to continue Construction Contract placement.

Performance Steps:

1. **Explain the types of recurring issues in construction contracts.** These include:

a. Differing site conditions. Refers to subsurface or latent physical conditions at the site differing materially from those indicated in the contract; or unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. During a contingency, insufficient geotechnical analysis and/or unknown underground conditions can greatly affect contract performance.

b. Quality of Materials. If material specifications are not clear in a contract, the contractor likely will provide the minimum quality. Even if specified, the contractor may attempt to substitute lesser quality materials. This is especially true in countries without high quality building standards and enforcement mechanisms.

c. Buy American Act. The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic construction material. It is implemented by FAR 52.225-9 in solicitations and contracts for construction that is performed in the United States valued at less than $7,804,000. Exemptions to the clause may be due to: information technology that is a commercial item; foreign construction material if US material cost would be unreasonable; enforcement is impracticable or inconsistent with the public interest; or domestic material cannot be produced in the time or quantities needed.

d. Electrical and plumbing standards and general Contractor Quality Control issues. Standards throughout the world are not the same as in developed countries. As with materials in general, unless the local standards for electrical and plumbing materials, and workmanship, are nationally set and enforced, the quality of these specialized trades can be dangerous. Further, as these trades' work is not easily checked for quality (inside walls and floors), poor work can be easily hidden—Quality Assurance must be enforced diligently.

e. Non-payment of subcontractors. Privity of contract only exists between the US Government (USG) and the prime contractor. A prime may not pay subcontractors on time, or at all, depending on their business ethics or financial stability. This is especially true in an austere environment, where the host country may not even have a labor department to redress employee grievances.

f. Security issues. Contract performance on a military (or other secure) installation can pose burdens on both the requiring activity and contractor: personnel clearance, vehicle and material access, badging, escort, etc. Further, in a hostile environment contractors may have to provide for heightened security at the worksite, perhaps even working under extreme threat of terrorism.

g. Understand debt collection procedures unique to USACE. In construction contracting both performance and payment bonds are required to ensure that construction will be completed and subcontractors will be paid. The surety will ensure the collection of debt and legal obligations. Further,

retainage can be withheld pending completion of portions of construction, and liquidated damages withheld for late completion.

h. Schedules, poor standards and performance, which could lead to contract termination. Schedule and quality issues exist in all construction contracts but usually do not lead to termination. During contingencies, frequently there are only a few qualified contractors so termination carries severe implications for ultimate contract fulfillment. Although schedule and quality can be much poorer in an austere environment than in the US, leading to termination, the implications can be more severe as well.

i. Termination and re-procurement procedures (see references for AEN Termination SOP). Funds in any environment are limited. Under termination for convenience the USG must bear any re-procurement costs. Under termination for default the terminated contractor must bear those costs, but in an austere environment it may not have the financial capacity to do so.

j. Cultural issues and communication/language barriers. All USG contract communication occurs in English. Much of this communication can be complicated and legalistic; what is a challenge for Soldiers to understand might be extremely difficult for a local national, easily leading to complete misunderstanding. In many cultures contractors will never admit misunderstanding—they would "lose face."

k. Safety standards or lack thereof. As with material and workmanship standards, contractors may cut corners to realize higher profit. In an austere environment there may be no standards set, or no enforcement mechanism. USACE has an obligation to ensure the basic safety of all employees under their contracts.

l. Combating Trafficking in Persons. It is a violation of federal law to in any way support trafficking in persons (TiP), specifically as a result of contract employment (see FAR 22.17). Several mechanisms are in place to combat TiP overseas, adding to contract complexity.

m. User requested changes. Inevitably design changes are requested during construction execution, resulting in contract modifications. These can drastically change the scope of the contract, period of performance, and can add performance risk (changing a portion of the design may affect the overall structural soundness). These risks are multiplied in an austere environment where schedules are usually compressed already, and work quality is suspect.

NOTE: Warranties. The manufacturer's warranty is transferred to the government at time of acceptance. The typical warranty period for construction contracts is one year. However, if the manufacturer's warranty provides for a longer warranty period, the manufacturer's warranty prevails.

NOTE: Issue Specific to Afghanistan: USG construction contracting procedures are largely predicated upon a viable bonding mechanism. Absent this fundamental protection in Afghanistan, USG construction contracting processes/procedures have proven sub-optimal/inadequate – particularly with respect to Performance, Payments/Wages, Anti-Corruption and Capacity Development.

NOTE: Many issues arise that are not on the list above. Government contracting professionals find that each day in contracting brings new issues, and Contracting Officers (KOs) and leaders have to find the most expeditious and fair way of dealing with issues. A KO's job is to be a business advisor to the USG and ensure a win/win for both the government and the contractor. The USG demands delivery of best value for its contracts, and in turn provides the contractor with a reasonable profit.

Evaluation Preparation and Guidance: Brief the Soldier on recurring issues with construction contracts and provide them sufficient information that they would be able to explain the steps for and ways to find solutions to recurring construction issues.

Performance Measures:	**GO**	**NO-GO**
1. Explain recurring construction issues.	_____	_____
2. Explain specific issues relating to a contingency environment.	_____	_____
3. Explain the type of terminations and re-procurement process.	_____	_____
4. Explain USACE debt collection procedures.	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. AEN Terminations SOP

2. Bona Fide Needs Advisory 18 SEP 2008

3. Buy American Act

4. Buy American Act Domestic Non-Availability Determination Information

5. Buy American Act Policy Review

6. Buy American Act Waiver Briefing

7. Construction Contract Initiatives (CCI)

8. Constructive Use of Bid Savings

9. Do's and Don'ts for CORs and QAs

10. ECB 2010-14, Energy Savings Increase

11. EM 385-1-1, Safety and Health Requirements Manual, 2008, English

12. Email Contract Pricing Reference Guides Tool Goes Live on the Web

13. ER 415-1-15, Construction Time Extensions for Weather

14. ER 415-345-18, Construction Transfer and Warranties

15. ER 1180-1-6, Construction Quality Management

16. FAR 36 /DFARS 236 /PGI 236 / AFARS 5136/ EFARS Part 36, Construction and Architect-Engineer Contracts

17. FAR 52.232-5http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/52_232.htm#P31_3455, Payments Under Fixed-Priced Contracts

18. FY11 PROSPECT Course 366 Construction Contract Administration Student Manual

19. LD Calculator

20. NWD Construction Contract Improvement Time

21. NWD Policy Statement on LDs for Foregone Revenue

22. PIL 2011-01 Project Labor Agreements

23. PIL 2011-09 Electronic Software for Davis Bacon Act Payrolls

24. Project Labor Agreements FAQs

25. Unbalanced Bids Info Paper

26. USACE Tribal Policy Principles, May 2010

Task 3-15
COORDINATE WITH, PREPARE FOR AND RESPOND TO AUDITS AND INSPECTIONS BY OVERSIGHT AGENCIES

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the correct procedures to prepare for and respond to external oversight agencies.

Standards: Explained the process for preparation and response to various external and internal audits and inspections.

Performance Steps:

1. **Explain the process to coordinate and prepare for an Audit**

a. Coordinate with the Internal Review (IR) Office

NOTE: All external inspections or performance audits shall be coordinated through the local IR Office. Keep IR apprised of any and all communications or schedules and ensure they are copied on email or correspondence. The IR staff will coordinate with the appropriate stakeholders.

b. Coordinate with the Regional Contracting Center (RCC) Chief. Keep the RCC Chief informed about the audit and its status.

c. Determine dates and length of time the audit agency would like to conduct the audit.

d. Clarify the oversight agency's area of interest; this will help determine who the stakeholders will be.

e. Prepare for the audit (In-brief, meeting with Command and Division as needed, pulling and reviewing contract files and any other required data requested).

f. Be as cooperative as possible with the auditors.

g. Attend out-brief by the audit team.

h. Prepare Corrective Action Plan (CAP). Once the report is received, review and prepare a CAP if recommendations are made by the auditor. Ensure your RCC receives a copy of the report and any CAPs prepared.

i. Ensure all responses are sent through IR to the audit agency. Do not send data directly to audit agencies, use your IR office.

NOTE: It is important to remember that the better the documentation of decisions, rationale, Justifications and Approvals, Determinations and Findings, and following any required regulations, policies and guides, the better the report will be from the oversight agencies. Some thresholds may change in an OCONUS mission but generally the regulations, policies and procedures remain unchanged. Our government demands accountability and we must comply.

2. **Identify the various agencies operating in and providing audits on reconstruction operations.**

NOTE: All agencies with contracting authority that award and administer contracts on contingency missions are highly scrutinized to ensure they spend tax dollars wisely. Some of the agencies operating in and performing audits on reconstruction operations to include life support, security and construction of infrastructure are provided below. This list is not all inclusive and will vary based on length and type of mission supported.

a. Government Accountability Office (GAO) authority comes from Budget and Accounting Act of 1921

b. Special Inspector General for Iraq Reconstruction (SIGIR). The SIGIR has a highly specialized mission, reporting to both the Secretary of Defense and the Secretary of State on independent and objective oversight of Iraq reconstruction. They are focused on promoting economy, efficiency and effectiveness, as well as to prevent and detect waste, fraud, and abuse in Iraq reconstruction programs and operations. SIGIR is a temporary organization created to ensure accountability during the period of U.S. involvement in the reconstruction of Iraq.

c. Special Inspector General for Afghanistan Reconstruction (SIGAR). The National Defense Authorization Act (Public Law 110-181) established the SIGAR. The SIGAR's mission is to provide independent oversight of the treatment, handling, and expenditure of funds appropriated or otherwise made available for the reconstruction of Afghanistan; detect and deter fraud, waste, and abuse of U.S. funds; and promote actions to increase program economy, efficiency, and effectiveness.

d. Department of Defense Inspector General (DoDIG), The DoDIG Hotline is 1-800-424-9098.

NOTE: The Government Performance and Results Act (GPRA) passed by Congress and signed by the President in 1993 provides a tool to improve the efficiency and effectiveness of all Federal agencies. The Act directs Executive Branch agencies to develop strategic plans, align agency activities with concrete missions and goals, manage and measure results to justify appropriations and authorizations, and design budgets that reflect strategic missions.

The purposes of GPRA are to improve citizen confidence in Government performance, improve Federal program management, effectiveness and public accountability, and improve congressional decision making on where to commit the Nation's financial and human resources.

The Office of the Inspector General (OIG), Department of Defense, first established a strategic plan in response to GPRA in 1994. The OIG Strategic Plan has been revised for Management Years (MY) 2007-2011, reflecting the new corporate philosophy for the Office of the Inspector General.

The plan includes the OIG Vision that reinforces the need for all OIG employees to be model employees, as well as for our organization to serve as a benchmark for organizational excellence for the rest of the government.

DoDIG has delegated investigative authority to the US Air Force Office of Security Investigation (OSI), US Navy Criminal Investigative Service (NCIS) and US Army Criminal Investigative Division (CID).

e. U.S Army Audit Agency (AAA). AAA is led by The Auditor General of the Army, The Principal Deputy Auditor General, three Deputy Auditors General, and one Director, each of whom is in charge of specific aspects of agency operations - Acquisition and Logistics Audits, Forces and Financial Audits, Installations and Environment Audits, and Policy and Operations Management.

On 3 February 1987, Secretary of the Army Memorandum Number 27 established the AAA under the sole jurisdiction of the Secretary of the Army in accordance with the implementation of Title V of the Defense Reorganization Act of 1986. This action elevated the Auditor General to the Office of the Secretary of the Army and was effected on 30 March 1987.

f. Defense Criminal Investigative Service (DCIS) and International Contract Corruption Task Force (ICCTF). The DCIS is the criminal investigative arm of DoDIG, and has been engaged in investigations involving DoD operations in Iraq, Kuwait, and Afghanistan in Southwest Asia (SWA) since the start of the war. Additionally, DCIS has committed resources to the ICCTF since 2006 in an effort to maximize interagency efforts to effectively investigate and prosecute criminal cases involving SWA.

3. **Identify activities that may initiate or lead contract process reviews.**

a. Deputy Assistant Secretary of the Army, Procurement (DASA (P)), Procurement Management Review (DA PMR)

b. USACE Procurement Management Review (PARC PMR). USACE PMRs are conducted by the Regional Principal Assistant Responsible for Contracting and are referred to as PARC PMRs. See OPORD 2010-69 USACE Procurement Management Review Program.

NOTE: PARC PMRs use the DA PMR Toolkit to conduct the PMR. The latest version of the toolkit can be accessed from the PARC PMR website contained in the references to this task.

c. Internal Review (IR)

Evaluation Preparation and Guidance: Setup: Explain USACE procedures for coordinating and cooperating with oversight agencies. Ensure a good understanding of the importance of working closely with all stakeholders and the requirement to prepare a CAP in response to any recommendations in the audit report. Explain importance of audit reports, internal and external reviews and the resulting CAP be addressed in the Command/National Contracting Organization (NCO) Annual Assurance Statement.

Performance Measures:	**GO**	**NO-GO**
1. Explain USACE procedures for coordinating and cooperating with oversight Agencies	_____	_____
2. Explain the circumstances that would dictate preparation of a Corrective Action Plan (CAP)	_____	_____
3. Explain difference between external and internal audits	_____	_____
4. Explain the importance of capturing audit results in the Annual Assurance Statement.	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. AAA website

2. ACO Checklist Questions

3. ACO Inspection Checklist

4. Budget and Accounting Act of 1921

5. DCIS website

6. DoDIG website

7. GAO website

8. GPRA website

9. DASA(P) FY 10 PMR Guidance Memo

10. Harrington Testimony SCO729101

11. Information for Members of Congress- Army Acquisition Review 26 May 2010

12. Modification Inspection Checklist

13. OPORD 2010-69 USACE Procurement Management Review Program

14. Ordering Officer Inspection Checklist

15. PARC PMR website

16. PARC PMR Toolkits

Task 3-16

EXPLAIN THE TYPES AND BATTLE RHYTHM OF DATACALLS AND RECURRING REPORTS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the types and battle rhythm of data calls and recurring reports, especially in a contingency environment.

Standards: Identified the types and frequency of typical data calls and recurring reports associated with a district contracting organization.

Performance Steps:

1. **Identify the systems and databases commonly used for gathering information for data calls.**

a. The Army Business Center for Acquisition Systems (ABCAS) provides functional support to the Army contracting community for the following applications:

- Standard Procurement System (SPS). SPS is a major acquisition program, which develops tests and deploys a suite of software products designed to automate and standardize the procurement process throughout the DoD. SPS's mission is to deliver world class support to all contracting professionals who use the Procurement Desktop Defense product suite to acquire supplies and services at over 750 sites around the world. The SPS program is dedicated to improving support to the warfighter by bringing greater efficiency and accountability to the DoD procurement process through the use of a standard automated business system. SPS in Army is implemented by Procurement Desktop-Defense or PD².

- Army Contracting Business Intelligence System (ACBIS). ACBIS is a web based intelligence system that provides the capability to analyze data using standard reports or ad hoc queries. ACBIS interfaces with contract writing software, legacy personnel systems, and financial systems. ACBIS provide the capability to link to other web based information systems that the Army uses for the collection, analysis and dissemination of data.

- Federal Procurement Data System – Next Generation (FPDS-NG). FPDS is the single authoritative repository for federal procurement award data. It is used to report on federal procurement pending and relied upon to create reports generated for legislative and executive branch agencies,

2. **Identify the systems and databases commonly used for generating recurring reports**.

a. ACBIS associated modules, Verification and Validation (V&V) are primary databases for generation of information to meet recurring or ad-hoc reports. The V&V module is part of the Contract Reporting Data Improvement Plan, Version 1.0, on 20 Jul 2008. The plan is the Department of Defense's (DoD) Plan for continual improvement of the contract data reported to the Federal Procurement Data System (FPDS). For more, see the ACBIS Bulletin 08-002.25 - FPDS-NG Verification and Validation User Guide

b. Electronic Subcontractor Reporting System is used to track and monitor subcontracting reports.

c. The Contractor Manpower Reporting Application (CMRA) is designed to collect information on funding source, contracting vehicle, organization supported, mission and function performed, and labor hours and costs for contracted efforts providing services to the Department of the Army from contractors and Army activities requiring contracted services from supporting contracting offices. The data reported utilizes an application called CMRA to capture the required information.

d. Contractor Performance Assessment Reporting System (CPARS)

Architect-Engineer Contract Administration Support System (ACASS): Used to document contractor performance on Architect-Engineer Contracts.

Construction Contractor Appraisal Support System (CCASS): Used to document contractor performance on Construction contracts.

Contractor Performance Assessment Reporting System (CPARS): Used to document contractor performance on systems and non-systems contracts including Services, Information Technology, Operations Support, Systems, and Ship Repair & Overhaul.

Federal Awardee Performance and Integrity Information System (FAPIIS): Used to collect contractor and grantee performance information including Terminations for Cause or Default, Defective Cost and Pricing Data, Determinations of Non-Responsibility, Terminations for Material Failure to Comply (grants) and Recipient Not Qualified Determinations (grants).

3. **Identify data calls and recurring reports that occur on a regular basis.**

NOTE: In addition to recurring reports (listed below) there are a number of report requests on contract data that may be issued by DA or USACE. While they are ad-hoc in nature they typically call for data that are contained in one of the data bases identified above. Ad-hoc requests should be documented and filed as follow on requests are frequently issued. Well documented procedures on responding to the initial report requirement will assist the specialist to timely and accurately answer subsequent data calls.

a. A list of recurring reports is provided in calendar format on the NCO KME website.

NOTE: Weekly Updates are a communication and upward reporting tool used in the NCO.

a. District Contracting Chief (DCC) Weekly Updates summarize significant activities, enterprise initiatives, and special emphasis areas and are submitted to the Regional Contracting Chief (RCC), by Close of Business (COB) every Wednesday.

b. PARCs/NCO HQ Division Chiefs/RCC/CCC Weekly Update provides communication, situational awareness and upward reporting on a weekly basis of those significant activities, enterprise initiatives, and special emphasis areas influencing mission execution of the Principal Assistant Responsible for Contracting (PARCs), NCO HQ's Division Chiefs, Center Contracting Chiefs (CCC), RCCs, and DCCs and facilitates vertical and horizontal communication within the USACE NCO. NCO Weekly Updates are due to the NCO Director via email NLT COB each Thursday. The Weekly Update covers the period from Thursday to the following Wednesday.

4**. Reporting Chain of Command.**

NOTE: Recurring reports are typically generated at the DA level and may be collected at each level of the organization. Report consolidation typically occurs at either the regional or PARC level for subsequent transmission to the HQ DOC. Due dates are important as the information submitted must typically be compiled, validated and formatted for upward submission. It is critical that your activity have a disciplined approach to addressing routine requests for contracting information.

5. **NCO Director Management Review (DMR).**

NOTE: NCO Performance Metrics are reported quarterly to the NCO Director during the DMR. The NCO Performance Metrics website contains DMR briefings and supporting documents and reports. It also has a link to the DMR Metrics Data Collection site. DMR topics include mission execution (projected vs. actual obligations and projected vs. actual actions awarded), competition; closeouts, workforce (certification, continuous learning points (CLP), and workforce strength) as well as protests and

Procurement Management Review (PMR) results. The NCO DMR is conducted in October, January, April and July of each fiscal year.

6. **Annual Statement of Assurance (ASOS) of the Managers Internal Control Program (MICP)**. Annually, each Assessable Unit Manager (AUM) (e.g. DCC, RCC, PARC, HQ Division Chief, and NCO Director) conducts a comprehensive evaluation of their internal control processes using specified checklists and submits a statement of assurance report up the NCO chain of command. Key NCO management processes include Contract Office Management, Government Purchase Card Program, Secure Environment Contracting, and Time and Attendance. In addition, areas identified in PMRs and Peer Reviews as requiring focused and disciplined attention are also evaluated.

Evaluation Preparation and Guidance: Setup: Explain the typical data calls and reports that occur on a recurring basis. Explain the use of common systems such as ACBIS, FPDS-NG and SPS which can be used to generate info for data calls and reports. Explain the chain of command for upward reporting.

Performance Measures:	**GO**	**NO-GO**
1. Identified the systems and databases commonly used to respond to data calls	_____	_____
2. Identified the systems and databases commonly used to prepare recurring reports	_____	_____
3. Explained the purpose of the CPARS system	_____	_____
4. Identified the typical topics to be reported in a Weekly Update to the NCO Director	_____	_____
5. Explained the purpose and typical metrics reported in the NCO DMR	_____	_____
6. Explained the purpose of the Management Controls Assurance Statement and Identified which functions are reviewed annually.	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. ACASS website

2. ACBIS Bulletin 08-002.25 - FPDS-NG Verification and Validation User Guide

3. ACBIS website

4. CCASS website

5. CMRA website

6. CPARS website

7. DCC Weekly Updates

8. DMR Metrics Data Collection website

9. eSRS website

10. FAPIIS website

11. FPDS-NG website

12. NCO Performance Metrics website

13. NCO Recurring Reports

14. NCO Weekly Updates

15. Sample FY11 Q1 FPDS Validation and Verification (V+V) Data Quality Report

16. Standard Procurement System

17. TAD Weekly Report Format

Notes

Architect-Engineer Contracting

SUBJECT AREA 4: Architect – Engineer Contracting

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Notes

Task 4-1
EXPLAIN THE AUTHORITY FOR ARCHITECT-ENGINEER (AE) CONTRACTING

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been tasked to explain the authority for A-E Contracting.

Standards: Properly identified the correct authority for A-E Contracting.

Performance Steps:

1. **Explain the statutory basis for A-E contracting procedures**.

a. 10 U.S. C. 4540(a) Architectural and Engineering Services: "Whenever he considers that it is advantageous to the national defense and that existing facilities of the Department of the Army are inadequate, the Secretary of the Army may, by contract or otherwise, employ the architectural or engineering services of any person outside that Department for producing and delivering designs, plans, drawings, and specifications needed for any public works or utilities project of the Department."

b. Brooks Act Public Law 92-582: Establishes the policy and procurement process by which architects and engineers (A-Es) are selected for design contracts with federal design and construction agencies. Establishes a qualifications-based selection process, in which contracts for A-Es are negotiated on the basis of demonstrated competence and qualification for the type of professional services required at a fair and reasonable price, starting with the highest qualified firm. Hence, the selection of A-E firms is focused on qualifications, and not the lowest price. The Brooks Act requires:

1) Public announcement for all architectural and engineering services.

2) Annual company submission of qualifications statements.

3) Selection of winning Offeror based on demonstrated competence and qualifications.

4) Discussion with and a ranking of at least three firms in order of preference.

5) Negotiation with the highest qualified firm.

6) Negotiation with the second highest qualified Offeror if a satisfactory agreement cannot be reached with the first ranked Offeror.

NOTE: A-E services required by Federal agencies are procured under the Brooks Act and the procedures in Part 36.6 of the Federal Acquisition Regulation (FAR).

Evaluation Preparation and Guidance: Setup: Brief the soldier on the Brooks Act and explain how A-E contracting differs from the procurement of other professional services

Performance Measures:	**GO**	**NO-GO**
1. Identified the Authority for A-E Contracting	_____	_____
2. Explained the Brooks Act and its requirements	_____	_____

3. Explained the primary differences between contracting for A-E and other Professional services _____ _____

4. Successfully completed AE Contracting PROSPECT Course _____ _____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. EP 715-1-7, Architect-Engineer Contracting

2. EP 715-1-5, Architect-Engineer Contracting Guide - Hazardous, Toxic, Radioactive Waste (HTRW) Contracting, 10 Aug 1993

3. FAR 36.6 /DFARS 236.6 /PGI 236.6 / AFARS 5136.6/ EFARS Part 36.6, Architect-Engineer Services

4. P.L. 92-582, the Brooks Act, October 27, 1972

5. PROSPECT #4 Architect-Engineer Contracting Student Guide

Task 4-2
EXPLAIN THE ARCHITECT-ENGINEER (A-E) SELECTION PROCESS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the A-E selection process and applicable components to include responsibilities, selection criteria, general procedures for evaluation boards and selection approval.

Standards: Identified the correct A-E selection process and applicable components of A-E firm selection.

Performance Steps:

1. **Explain the steps of the A-E selection process IAW FAR 36.6 and Engineer Pamphlet (EP) 715-1-7, Architect-Engineer Contracting**

NOTE: EP 715-1-7 is a comprehensive guide to doing A-E contracting in USACE. It is a step-by-step guide with many useful examples contained in the Appendices. Refer to the EP throughout each step of the A-E contracting process.

a. Advertise a synopsis & evaluation criteria

NOTE: Prior to the A-E Selection Process, the Brooks Act requires the public announcement of an A-E services requirement. Public announcements for A-E services will reflect the minimum needs of the Government, not arbitrarily restrict eligible firms, and describe the work required and selection criteria in sufficient detail to facilitate a meaningful selection of the most highly qualified firm.

NOTE: As the A-E synopsis represents a combined synopsis/solicitation it must be fully coordinated among all functional staff elements.

NOTE: A-E firm responses to the synopsis are submitted using the SF 330 and are called “submittals”.

b. Appoint A-E Selection Board Chairman and Members

NOTE: Refer to EP 715-1-7, Chapter 3-6, Board Membership and 3-6 (b) Member Qualifications

c. Receive Offeror Responses (SF 330)

d. Evaluate SF 330s and applicable additional documentation

e. Interview A-E firms

f. Formulate Board Consensus Documentation

g. Recommend three (3) most highly qualified A-E firms to approval authority, in order of preference for negotiations.

h. Commander approves ranking of the most highly qualified A-E firm.

i. Promptly notify A-E firms of their selection status and offer a meaningful debriefing on the evaluation of their qualification submission.

j. Transition to Proposal Phase

2. **Explain the Responsibilities of the Commander, District Chief of Engineering Division and District Contracting Chief (DCC) and in the A-E selection process:**

a. District Commanders may appoint qualified professional personnel, by name and/or position, to:

1) Serve as chairpersons and alternate chairpersons of A-E pre-selection and selection boards. (USACE Engineering Division employee registered or licensed engineer, architect or land surveyor, as appropriate for the type of work.)

2) Approve A-E selections consistent with delegated authorities (EFARS 36.602-4(a)).

3) Serve as members of A-E pre-selection and selection boards, as authorized by EFARS 36.602-2(a). (All USACE architects, engineers, geologists, and land surveyors serving as board members will hold professional registration.)

Alternatively, commanders may establish appropriate qualifications for board members and delegate authority to the Chief of Engineering to designate specific personnel who satisfy those qualifications as board members.

b. The District Chief of Engineering is responsible for the A-E selection process, including the technical content of public announcements for A-E services (including those prepared by other functional elements), the conduct of A-E evaluation (pre-selection and selection) boards, participation by customers in evaluation boards, and liaison with the A-E community.

c. The DCC is responsible for the procurement-related content of public announcements for A-E services, and for general oversight of the A-E selection process to ensure regulatory compliance.

NOTE: The Contract Specialist should assist the board to ensure regulatory compliance.

3. Identify the Primary and Secondary A-E Selection Criteria

a. Primary Selection Criteria. The following criteria are primary and will be applied by a pre-selection board to determine the highly qualified firms and by a selection board to determine the most highly qualified firms. The primary criteria are listed in the order of importance which is usually most appropriate, however they may be ordered differently as warranted for specific contracts.

1) Specialized Experience and Technical Competence (FAR 36.602-1(a)(2)).

2) Professional Qualifications (FAR 36.602-1(a) (1)).

3) Past Performance (FAR 36.602-1(a) (4)).

4) Capacity (FAR 36.602-1(a) (3)).

5) Knowledge of the Locality (FAR 36.602-1(a) (5)).

b. Secondary Selection Criteria. These criteria are not to be used by the Pre-Selection Board. Rather, they are only used by the Selection Board as tie-breakers in determining the most highly qualified firm.

1) SB and SDB Participation (Defense PGI 236.602-1(a)(6)(C)).

2) Geographic Proximity (FAR 36.602-1(a)(5)).

3) Volume of DoD Contract Awards (Defense PGI 236.602-1(a)(6)(A)).

c. A-E selections will be conducted in a fair, rational and consistent manner, in strict accordance with the announced selection criteria, and in compliance with FAR 36.602 and its supplements.

4. Explain the difference between the pre-selection board and the selection board and the responsibilities of each.

NOTE: At a minimum, a Selection Board will be convened; Pre-Selection Boards are optional.

a. Boards will only consider the following information: SF330 Parts I and II; any required supplemental information; documented performance evaluations, such as from the Architect-Engineer Contract Administration Support System (ACASS); DoD contract award data; and the results of interviews of the most highly qualified firms. A board will not assume qualifications which are not clearly stated in a firm's submission or available from ACASS. A board will review the entire submission of each firm and not excerpts or summaries. A firm will not be contacted to clarify or supplement its submission, except during the interviews with the most highly qualified firms. In addition, boards shall not consider any cost factors.

c. Boards can use any qualitative method, such adjectival or color coding, to evaluate and compare the qualifications of the firms relevant to each selection criterion.

c. Boards shall not compare A-E firms side by side to one another.

5. **Describe the purpose and content of the pre-selection and selection board reports**

a. Board documentation should consist of a final consensus of the board and discuss how any significant differences among the evaluations were resolved. The board must retain documents and worksheets generated during its evaluation so that the evaluation is sufficiently documented and allows review of the merits of a potential protest.

b. Handwritten worksheets are acceptable. The cover and each page of the report containing source selection information will be labeled "SOURCE SELECTION INFORMATION - SEE FAR 2.101 AND 3.104" and be protected as required by FAR 3.104-5. Personal worksheets must be similarly protected. Board members must not discuss the evaluation results with anyone who does not have a specific reason to know.

NOTE: Refer to EP 715-1-7 Appendix T for a sample of a Pre-Selection Board Report. The report must clearly identify the specific weak or deficient qualifications of each firm not recommended as highly qualified. The report will be provided to the selection board and made a part of the selection board's report. Separate approval of a pre-selection report is not required. Follow local procedures to determine whether pre-selection board members and/or chairman are required to sign the pre-selection board report.

NOTE: Refer to EP 715-1-7 Appendix U for a sample of a Selection Board Report. The report must clearly describe the reasons why each eliminated firm was less qualified than the most highly qualified firms, summarize the relative strengths of each most highly qualified firm with respect to the selection criteria, and clearly describe the rationale for the relative ranking of each firm.

6. **Determine whether selection authority has been delegated by the Division Commander to your District Commander or other appropriate official.**

a. IAW EFARS 36.602-4(a) Division or Center commanders shall be the selection authority. This authority may be redelegated, including, but not limited to, their deputies, district commanders, KOs, directors or chiefs of engineering, or other appropriate officials who do not have a conflict of interest.

b. See Reference material for samples of a request from a District to Division for Delegation of A-E Selection Approval Authority, and a sample of the resultant delegation.

7. **Notify the A-E firms**.

a. Notifications of firms shall be made within 10 days after selection approval in accordance with EFARS 36.607(a)14. No notifications will be made after a pre-selection board.

b. The notification shall indicate to the firm that it is:

1) The highest qualified, or

2) Among the most highly qualified but not the highest qualified, or

3) Not among the most highly qualified firms.

4) The notification will also inform each firm that it may request a debriefing, but must do so in writing or electronically within 10 days after receiving the notification. The identity of the firm (or firms if multiple awards will be made from one synopsis) selected for negotiations may be released after the selection report is approved (FAR 36.607(a)). Within 10 days after contract award, all remaining most highly qualified firms shall be so notified.

8. **Explain the process when an acquisition is canceled or significantly delayed**.

a. Upon written notice from the PM that the acquisition is to be cancelled, notices will be sent to all firms that responded to the public announcement within 10 days of the cancellation.

b. When an acquisition will be significantly delayed, notices will be promptly sent to all firms still being considered, giving the estimated award date.

9. **Explain the objectives and timing of debriefings.**

a. Objectives. There are two main objectives for a debriefing. First, instill confidence in the debriefed firm that the selection was conducted fairly and objectively in accordance with the announced selection criteria. Second, provide the firm with specific information to allow it to improve its weak qualifications and better compete for future similar projects.

b. Timing. Unless impractical, debriefing of unsuccessful firms will be conducted within 14 days after receipt of a written request in accordance with FAR 15.506 (except 15.506(d)(2)-(d)(5)), FAR 36.607(b), and EFARS 36.607(b).

Evaluation Preparation and Guidance: Setup: Brief the Soldier on the mission and provide them sufficient information that they would be able to explain the steps for and components of the A-E Selection process.

Performance Measures:	**GO**	**NO-GO**
1. Explain the steps of the A-E Selection Process	_____	_____
2. Explain the responsibilities of the Commander, EN Chief and DCC in the Selection process	_____	_____
3. Identify the primary and secondary selection criteria, and explain how and when the secondary criteria are used in an A-E selection	_____	_____
4. Explain the difference between a pre-selection and selection board	_____	_____

5. Describe the purpose and content of the selection board report _____ _____

6. Identify the A-E selection approval authority for this District _____ _____

7. Explain the timing and content of A-E notification letters _____ _____

8. Explain the objectives and timing of A-E debriefings _____ _____

9. Successfully complete the Architect-Engineer Contracting PROSPECT course _____ _____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. ACASS website

2. A-E Contractor Do's and Don'ts

3. EP 715-1-7, Architect-Engineer Contracting

4. FAR 36.6 /DFARS 236.6 /PGI 236.6 / AFARS 5136.6/ EFARS Part 36.6, Architect-Engineer Services

3. P.L. 92-582, the Brooks Act, October 27, 1972

5. RPM-08-01 Use of Non-Government Personnel

6. Sample Request for Delegation of A-E Selection Authority

7. Sample Delegation of A-E Selection Authority - Response

8. SF 330, Architect-Engineer Qualifications

Task 4-3

DEVELOP AN ARCHITECT-ENGINEER (A-E) SOLICITATION/REQUEST FOR PRICE PROPOSAL

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the A-E solicitation process.

Standards: Conduct mission analysis and properly identify and explain all of the key tasks and components related to the A-E solicitation process. Given a requirement for A-E services, developed a Request for Price Proposal (RFPP) in the Standard Procurement System/Procurement Desktop Defense (SPS/PD^2). Properly determined whether the Service Contract Act (SCA) applied to the requirement. Explained the purpose and topics to cover in an A-E pre-proposal conference. Reviewed a Statement of Work (SOW) and identified inconsistencies with the solicitation and any other items needing correction. Correctly identified the requirement for, contents of and statutory limits of an A-E Independent Government Estimate (IGE).

Performance Steps:

1. **Develop the Request for Price Proposal (RFPP).**

a. RFPPs are typically created and issued on a Standard Form (SF) 33 in the SPS/PD^2; however an A-E contract is awarded on a SF 252 "Architect-Engineer Contract" unless it is a special case as detailed in EP 715-7-1-7 Paragraph 3-15.

b. The RFPP will include the SOW (which will be included in Section C in the Uniform Contract Format (UCF; FAR 15.204-1 and EFARS 15.204(a)), proposal instructions, pre-proposal conference date (if needed), proposal due date, name(s) and telephone number(s) of the Government negotiator(s), and the solicitation provisions and contract clauses.

c. Read the SOW thoroughly, cross referencing it with the bid schedule or other contract requirements to make sure it is complete, accurate and biddable. If it doesn't make sense to you, it probably won't make sense to an A-E either. Some typical things to look for:

1) General responsibilities of the A E firm;

2) Project description, including estimated construction cost (ECC), if relevant; c. Scope of A E services;

3) Schedule and deliverables. Refer to the most recent guidance from the Tri-Service CADD/(Geographic Information System (GIS) Technology Center on sample contract language for Computer Assisted Design Development (CADD) and GIS deliverables;

4) Reviews and conferences;

5) Technical criteria and standards, including Government-furnished information;

6) Administrative instructions.

d. Make sure that any options that are listed in the SOW are included in the bid schedule, and number of calendar days that the Government has to exercise each option is clearly stated.

NOTE: See EP 715-1-7, Appendix Y for a Sample A-E Statement of Work.

NOTE: See EP 715-1-7, Appendix X, Request for Price Proposal Instructions

2. **Determine if the SCA applies to your requirement**.

NOTE: IAW FAR 22.10, the SCA applies to an A-E contract if the SOW involves the use of service employees (such as drilling and survey crews, clerks, CADD operators, photographers, and laboratory technicians) to a significant or substantial extent. If so, include the SCA Wage Decision in the RFPP for use by the firm in preparing its proposal. SCA does not apply to

3. **Schedule, prepare for, and host a pre-proposal conference.**

NOTE: When appropriate, a pre-proposal conference(s) may be held between the A-E firm and pertinent Government representatives to discuss and resolve questions concerning the contract requirements, SOW, and RFPP instructions. The project site may also be inspected if appropriate.

NOTE: See EP 715-1-7, 4-7, Preproposal Conference for topics to address.

4. **Revise SOW (if needed).**

NOTE: Sometimes the SOW will need to be revised after the pre-proposal conference or site visit. Issue the revised SOW via an amendment to the solicitation.

5. **Explain the requirement for, contents of and statutory limits of an A-E IGE.**

NOTE: In accordance with FAR 36.605(a), an IGE is required for each A-E contract action expected to exceed $100,000 (total absolute value of all elements of the action, including credits). An informal or working estimate is recommended for actions of $100,000 or less. An IGE will be prepared and approved in accordance with the procedures in outlined in EP-715-1-7 Appendices X and Y. Disclosure of the IGE will comply with FAR 36.605(b).

NOTE: IGEs must consider and include the following:

a. Six (6) percent statutory limitation for the "production and delivery of designs, plans, drawings and specifications" (FAR 15.404-4(c) (4) (i) (B) and 36.606(a), and EFARS 36.606-70(c))

b. Direct Labor Costs

c. Overhead

d. Travel

e. Other Direct Costs

f. Profit. See EFARS 15.404-73-101 and EP 715-1-7 for Alternate Structured Approach to Weighted Guidelines Method for Profit – A-E contracts.

NOTE: The IGE is typically received prior to the A-E proposal. However, in the event that the A-E proposal is received first, do not release the proposal until the approved IGE is in hand.

Evaluation Preparation and Guidance: Setup: Brief the Soldier on local policies or procedures related to the A-E Solicitation process. Review clauses and provisions that are to be included in A-E contracts. Provide guidance on creating an RFP for A-E services in SPS/PD^2. Provide examples of an IGE for A-E services and review the content with the Soldier.

Performance Measures:	**GO**	**NO-GO**
1. Given a SOW for an A-E requirement, correctly determined whether the SCA applies	_____	_____
2. Correctly identified the AE solicitation and contract forms	_____	_____
3. Given an A-E requirement, developed an RFPP in SPS/PD[2]	_____	_____
4. Given a SOW for an A-E requirement, identified inconsistencies with the solicitation and any other items needing correction.	_____	_____
5. Explained the purpose and topics to cover in an A-E pre-proposal conference	_____	_____
6. Correctly identified the requirement for, contents of and statutory limits related to an A-E IGE	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. EP 715-1-7, Architect-Engineer Contracting

2. FAR 15.4 /DFARS 215.4 /PGI 215.4/ AFARS 5115.4/ EFARS Part 15.4, Contract Pricing

3. FAR 36.6 /DFARS 236.6 /PGI 236.6 / AFARS 5136.6/ EFARS Part 36.6, Architect-Engineer Services

4. PROSPECT #4 A-E Contracting Course Student Guide

5. SF 33, Solicitation, Offer and Award

6. SF 252, Architect-Engineer Contract

Task 4-4
NEGOTIATE AND AWARD AN ARCHITECT-ENGINEER (A-E) CONTRACT

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to execute an A-E negotiation and award.

Standards: Conduct mission analysis and properly identify and explain all key tasks related to negotiating and awarding an A-E contract. Given an A-E proposal, participated in the development of pre-negotiation objectives. After participating in an A-E negotiation, prepared the Price Negotiation Memorandum (PNM) that was clear, and accurately demonstrated the issues discussed and resultant resolution, so that the reader could determine whether a fair and reasonable price was achieved. Explained the purpose of Certified Cost or Pricing Data (C or P Data) and when a certificate of C or P Data is required. Given an A-E requirement, prepared the contract for award in the Standard Procurement System/Procurement Desktop Defense (SPS/PD^2) and created the obligation in the Corps of Engineers Financial Management System (CEFMS).

Performance Steps:

1. **Receive the A-E price proposal and Independent Government Estimate (IGE)**.

Do not release the A-E proposal to the Project Manager (PM) until the approved IGE has been received.

2. **Request Technical Analysis of the proposal from the PM or engineer**.

Technical analysis includes evaluation of the judgmental elements of the A-E proposal in accordance with FAR 15.404-1(e).

3. **Review the proposal for compliance with the RFPP and evaluate the factual aspects of the proposal.**

While the PM or engineer is responsible for performing the technical analysis of the proposal, the contract specialist is responsible for analyzing the factual aspects of the proposal. These include labor rates, overhead components and rates, profit, and other direct costs such as travel, printing, and factual aspects of subcontractor proposals.

NOTE: See Engineer Pamphlet (EP) 715-1-7 Appendix Z "A-E Price Proposal Analysis".

4. **Conduct a fact-finding session (if needed).**

The negotiators may hold fact-finding sessions (FAR 15.406-1(a)) with a firm after receiving its price proposal and prior to negotiations. The purpose of fact-finding is to obtain information to better understand the proposal and its assumptions, and to clarify any ambiguities, omissions or uncertainties in the RFPP and Statement of Work (SOW) apparent after review of the proposal. After fact-finding, a revised proposal may be requested. No negotiation will take place during fact-finding; that is, the Government will not state its bargaining position or objectives during fact-finding.

5. **Prepare Pre-negotiations Objectives (PNO) and Pre-negotiation Objectives Memorandum (POM)**

a. The PNOs are developed after a proposal has been analyzed. The PNO are the pertinent negotiation issues and the cost and profit objectives (FAR 15.406-1). The numerical objectives will be shown in a tabular comparison with the corresponding elements of the proposal, IGE, and audit (if available) to give the negotiators flexibility. Keyed to the numerical objectives will be a discussion of the

significant differences among the IGE, audit (if performed), PNO and proposal, and the issues to be covered during the negotiations. The PNO may be organized by phase of work, task, discipline, or other appropriate manner. The PNO are documented in a Prenegotiation Objective Memorandum (POM) which includes the significant details of the contracting action and the course of action the negotiators intend to pursue. The PNO is approved by the Contracting Officer (KO) prior to negotiations (AFARS 5115.406-1(b)).

b. The POM is key to a successful negotiation. The POM includes not only the differences between the proposal and IGE, but the basis of the differences, issues to be discussed, and basis for the Government position. It's not enough to point out where the proposal varies from the IGE, the questions the negotiators plan to ask, as well as the arguments they plan to make to achieve the objectives should be outlined in the POM.

6. **Conduct Negotiations**

a. A-E contract negotiation is a team effort among engineers, architects contract specialists, legal counsel, contract auditors and other specialists, under the authority of the KO who is solely responsible for the final price agreement (FAR 15.405(a)). EP 715-1-7 Paragraph 4-13 "Negotiation of FFP Contracts" further describes the specific processes within negotiations.

b. For a contract involving design, agreement must be reached on the Estimated Construction Cost (ECC) of the project because it directly impacts compliance with the six percent (6%) statutory limitation and the Design within Funding Limitation clause.

7. **Receive the Final Revised Proposal and Certificate of Current Cost or Pricing Data, if required.**

Review the revised proposal to ensure that it is consistent with the resolutions reached during negotiations.

8. **Prepare the Price Negotiations Memorandum (PNM)**

The negotiators will complete the PNM (FAR 15.406-3 and supplements thereto) promptly after concluding negotiations. A PNM will discuss the principal elements of the negotiation and the pre-negotiation objectives. The PNM will demonstrate that the final accepted price complies with the 6% statutory limitation, if applicable. If an audit was performed, the PNM will discuss any deviations from the audit recommendations in the final negotiated price. A PNM shall be prepared, reviewed and approved in accordance with local procedures (EFARS 15.406-3). Ordinarily, review and approval of a PNM should be concurrent with the review and approval of the final contract instrument.

9. **Create and award the A-E contract.**

Use the Uniform Contract Format (UCF) in FAR 15.204.1 and the SF 252 "Architect-Engineer Contract." Include contract clauses IAW the FAR and DFARS matrices for A-E.

NOTE: Because the A-E contract is prepared on a different form from the RFPP, it must be sent to the A-E for signature after it has been reviewed by the KO and Counsel. If the A-E is local, ask the authorized representative to come into the office to sign the contract.

NOTE: If the action is urgent, an award letter as described in EP 715-1-7 Appendix M "Streamlining Techniques for A-E Contracts and Task Orders" can be used, which also serves as the notice to proceed (NTP).

Evaluation Preparation and Guidance: Setup: Brief the Soldier on the mission and provide them sufficient information that they would be able to explain and complete the steps for and components of the A-E negotiations and award process.

Performance Measures:	**GO**	**NO-GO**
1. Identify the steps within the A-E negotiations and award process	_____	_____
2. Describe the applicability of the six percent statutory limitation	_____	_____
3. Given an A-E proposal, developed the pre-negotiation objectives for the factual aspects of the proposal	_____	_____
4. Prepared a clear, accurate and understandable PNM	_____	_____
5. Explained the purpose of Cost or Pricing Data and when a certificate is required	_____	_____
6. Prepared an A-E contract in SPS/PD^2 and created the obligation in CEFMS	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. FAR 15.4 /DFARS 215.4 /PGI 215.4/ AFARS 5115.4/ EFARS Part 15.4, Contract Pricing

2. EFARS Part 36.605, Government Cost Estimate for Architect-Engineer Work

3. EFARS Part 36.606, Negotiations

4. EFARS Part 36.606-70, Statutory Fee Limitation

5. EP 715-1-7, Architect-Engineer Contracting

6. SF 252, Architect-Engineer Contract

Task 4-5
EXECUTE THE ARCHITECT-ENGINEER (A-E) TASK ORDER PROCESS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to execute an A-E task order and applicable processes to include fair opportunity selection criteria and relevant notification and documentation procedures.

Standards: Identify the correct A-E task order process and applicable components. Given a requirement for an A-E task order, execute the process through task order award.

Performance Steps:

1. **Given an A-E requirement, determine whether a current A-E Indefinite Delivery Indefinite Quantity (IDIQ) contract vehicle exists, whether sufficient capacity is available, and whether the requirement is within the scope of the contract**.

NOTE: USACE maintains a national IDIQ contract database which can be sorted by type and Division.

2. **Identify the differences in the process for executing an A-E Task Order (TO) under a Single Award Task Order Contract (SATOC) and a Multiple Award Task Order Contract (MATOC**).

a. A-E SATOC TOs are executed IAW FAR 16.505 and are not subject to fair opportunity prior to issuing a Request For Price Proposal (RFPP).

b. A-E MATOC TOs require fair opportunity compliance IAW FAR 16.505(b)(1). Each awardee must receive a fair opportunity for consideration for each task order IAW the procedure specified in the basic IDC. The rationale for selection of the firm must be provided by the technical element performing the review.

3. **Execute a TO under a SATOC for A-E services. Following is the list of steps**.

a. Review the Statement of Work for understanding, consistency and clarity.

b. Prepare and issue an RFPP for the TO. The RFPP is typically issued by letter to the contractor with the SOW included as an enclosure.

c. Receive an Independent Government Estimate (IGE) IAW the procedures in EP 715-1-7 Appendices X and Y.

d. Receive the Price Proposal from the A-E firm.

e. Conduct Proposal Analysis and develop Pre-negotiations Objectives (PNO) IAW FAR 15.404 and EP 715-1-7 Appendix Z "A-E Price Proposal Analysis".

f. Prepare Pre-negotiations Objectives Memorandum (POM) and submit to the Contracting Officer (KO) for approval.

g. Conduct Negotiations

h. Prepare Price Negotiations Memorandum (PNM) and obtain approval from the KO

i. Create the TO in the Standard Procurement System/Procurement Desktop Defense (SPS/PD^2)

NOTE: Use the Uniform Contract Format IAW FAR 15.204.1 and prepare the TO using the DD From 1155 "Orders for Supplies or Services."

NOTE: Review the basic contract to ensure that all clauses applicable to the TO are included. If not, be sure to include them with the TO.

NOTE: OCONUS, Theater Business Clearance (TBC), Defense Base Act (DBA) Insurance and other theater specific clauses or information should also be incorporated at this time.

NOTE: If the action is urgent, an award letter as described in EP 715-1-7 Appendix M "Streamlining Techniques for A-E Contracts and Task Orders" can be used, which also serves as the notice to proceed (NTP).

j. Issue Task Order and perform distribution IAW local policies and procedures.

4. **Describe the differences between TOs issued under a SATOC and MATOC. MATOC requirements follow these steps**:

a. Advertise the Request for Technical Response to the A-E firms on the MATOC. This includes the Scope of Work and Fair Opportunity Document Evaluation criteria.

NOTE: The Fair Opportunity Document only solicits responses in terms of technical capability IAW the Brooks Act. Technical responses do not address any cost or pricing factors.

NOTE: It is not always necessary or required to ask for additional technical information and evaluation to select a task order recipient. It is allowable to use the existing SF 330s and do a desk review of qualifications against the SOW for the task order to determine the most highly qualified firm for the task order.

b. Receive the Technical Responses for the A-E firms.

c. Evaluate the Technical Responses, select the best qualified A-E firm and prepare a Technical Selection Document.

NOTE: A-E evaluation members should be constituted based on the requirements of FAR 36.602-2(a), EFARS 36.602-2(a) and as listed in EP 715-1-7 Paragraph 3-6 Board Membership. Refer to Task 4-2 for further information.

d. Promptly Notify responsive A-E firms of their selection status and offer a meaningful debriefing on the evaluation of their technical response submission.

e. Review the Statement of Work for understanding, consistency and clarity.

f. Prepare and issue an RFPP for the TO to the selected A-E.

NOTE: The RFPP is typically issued by letter to the contractor with the SOW included as an enclosure.

g. Receive an Independent Government Estimate (IGE) IAW the procedures in EP 715-1-7 Appendices X and Y.

h. Receive the Price Proposal from the A-E firm.

i. Conduct Proposal Analysis and develop Pre-negotiations Objectives (PNO) IAW FAR 15.404 and EP 715-1-7 Appendix Z "A-E Price Proposal Analysis".

j. Prepare Pre-negotiations Objectives Memorandum (POM) and submit to the Contracting Officer (KO) for approval.

k. Conduct Negotiations

l. Prepare Price Negotiations Memorandum (PNM) and obtain approval from the KO

m. Create the TO in the Standard Procurement System/Procurement Desktop Defense (SPS/PD^2)

NOTE: Use the Uniform Contract Format IAW FAR 15.204.1 and prepare the TO using the DD From 1155 "Orders for Supplies or Services."

NOTE: Review the basic contract to ensure that all clauses applicable to the TO are included. If not, be sure to include them with the TO.

NOTE: OCONUS, Theater Business Clearance (TBC), Defense Base Act (DBA) Insurance and other theater specific clauses or information should also be incorporated at this time.

NOTE: If the action is urgent, an award letter as described in EP 715-1-7 Appendix M "Streamlining Techniques for A-E Contracts and Task Orders" can be used, which also serves as the notice to proceed (NTP).

n. Issue Task Order and perform distribution IAW local policies and procedures.

Evaluation Preparation and Guidance: Setup: Brief the Soldier on the mission and provide them sufficient information that they would be able to explain the steps to execute an A-E task order and applicable processes to include fair opportunity selection criteria and documentation procedures.

Performance Measures:	**GO**	**NO-GO**
1. Identify the steps for an A-E SATOC Task Order Award	_____	_____
2. Identify the steps for an A-E MATOC Task Order Award	_____	_____
3. Using the USACE National IDIQ Database, determine whether an IDIQ contract Exists for a given requirement	_____	_____
4. Executed a Task Order under a SATOC or MATOC for A-E services	_____	_____

References: **(See DVD for References)**

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. DBA Brief 09 with Encl 1-4

2. DBA Insurance Questions and Answers

3. EFARS Part 36.605, Government Cost Estimate for Architect-Engineer Work

4. EFARS Part 36.606, Negotiations

5. EFARS Part 36.606-70, Statutory Fee Limitation

6. EP 715-1-7, Architect-Engineer Contracting

7. Fair Opportunity Process Document

8. FAR 15.4 /DFARS 215.4 /PGI 215.4/ AFARS 5115.4/ EFARS Part 15.4, Contract Pricing

9. GRD-09-15 JCC-I Awards

10. PIL 2008-04 Theater Business Clearance (TBC) Requirements for Iraq and Afghanistan

11. PIL 2010-05 task Order and Delivery Order Contract Ombudsman

12. Task Order Checklist

13. USACE National IDIQ Database

Task 4-6

EXECUTE POST AWARD ACTIONS UNDER ARCHITECT-ENGINEER (A-E) CONTRACTS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to execute post award actions under A-E contracts.

Standards: Identify the correct post award actions under A-E contracts process and applicable components.

Performance Steps:

1. **Assist the Contracting Officer (KO) with the appointment of a Contracting Officer's Representative (COR) IAW Procurement Instruction Letter (PIL) 2011-02.**

NOTE: The technical management of A-E contracts is an engineering function that shall be managed by registered professional engineers/architects from within the engineering element.

NOTE: COR's must be trained IAW USACE PIL 2008-10-2, Contracting Officer's Representative Training Requirements.

NOTE: COR's must be appointed IAW PIL 2011-02, Appointment of Contracting Officer's Representatives

2. **Monitor contract performance and ensure designated personnel are using ACASS to complete performance evaluations of the contracts A-E firms**

NOTE: Regulatory background and general procedures are outlined in EP 715-1-7 Chapter 6 Performance Evaluation.

NOTE: The steps to resolving performance problems are detailed in EP 715-1-7 Paragraph 5-9 Resolving Performance Problems.

3. **Ensure payments are processed IAW applicable regulation clauses and local policy.**

NOTE: Applicable regulatory clauses include FAR 52.232-10 Payments under Fixed-Price Contracts and FAR 52.232-26 "Prompt Payment for Fixed-Price A-E Contracts."

4. **Process required contract modifications, including exercising an option under an IDIQ contract.**

NOTE: Monitor base contract period expiration dates as well as contract capacity to ensure that options are executed in a timely manner.

NOTE: Notify the Project Manager (PM) or requirements personnel approximately 60 days before the expiration of a contract to determine intent to exercise the option and request completion of the annual Architect-Engineer Contract Administration Support System (ACASS) evaluation.

NOTE: Provide written notice to the A-E IAW the option clause of the contract, which is typically 30 days prior to the expiration of the contract.

5. **Ensure Subcontracting Plan Reports are submitted IAW FAR 19.704, Subcontracting Plan Requirements.**

NOTE: The Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) shall be

submitted by the A-E using the Electronic Subcontracting Reporting System (eSRS) following the instructions in the eSRS.

6. **Ensure the prompt contract close out IAW FAR 4.804 to include:**

a. All A-E liability actions resolved.

b. ACASS performance evaluation(s) prepared, approved, and distributed.

c. Return of all Government-furnished materials.

d. Release of claims executed

e. Final SFs 294 (ISR) and 295 (SSR) are submitted.

NOTE: See Army Contracting Command 51 C Level One Proficiency Guide Task 3-9 "Conduct Contract Closeout"

Evaluation Preparation and Guidance: Setup: Brief the Soldier on the mission and provide them sufficient information that they would be able to explain the post award actions under A-E contracts.

Performance Measures:	**GO**	**NO-GO**
1. Identify the steps for post award actions under A-E contracts	_____	_____
2. Ensure successful completion of the Architect-Engineer Contracting PROSPECT Course	_____	_____

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. ACC 51C Level One Proficiency Guide

2. EP 715-1-7, Architect-Engineer Contracting

2. eSRS website

3. PIL 2008-10-2, Contracting Officer's Representative Training Requirements

4. PIL 2011-02, Appointment of Contracting Officer's Representatives

4a. PIL 2011-02 Attachment 1 COR Nomination Memorandum

4b. PIL 2011-02 Attachment 2 COR Designation Memorandum

4c. PIL 2011-02 Attachment 3 COR File Review Checklist

5. Ordering Officer Inspection Checklist

6. Sample DF to Exercise an Option

Notes

Glossary

CHAPTER 3 – GLOSSARY
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Notes

Acronyms

CHAPTER 3-1
ACRONYMS

The following acronyms are a compilation of those used in this guide as well as those commonly used in USACE

#	
8(a)	Section 8(a) of the Small Business Act (FAR 19.8)
51C	Contracting Military Occupational Specialty/Career Management Field
0301	Miscellaneous Administration and Program Series
0800	Engineering and Architecture Series
0810	Civil Engineering Series
1101	General Business and Industry Series
1102	Contract Specialist Series
1103	Industrial Property Management Series
1105	Purchasing Series
1106	Procurement Clerical and Technician Series
1170	Realty Series
A	
AA	Advance Agreement
AAA	Army Audit Agency
AAF	Army Air Field
AAFES	Army Air Force Exchange Service
AAP	Army Ammunition Plant
AAR	After Action Report; After Action Review
AAS	Annual Assurance Statement
ACASS	Architect - Engineer Contract Administration Support System
ACAT	Acquisition Category Code
ACBIS	Army Contracting Business Information System
ACC	Army Contracting Command; Air Combat Command
ACE-IT	Army Corps of Engineers- Information Technology
ACI	Advanced Contract Initiatives
ACMA	Acquisition Career Management Advocate
ACO	Administrative Contracting Officer
ACRB	Army Career Record Brief
ACRN	Accounting Classification Reference Number
ACSIM	Assistant Chief of Staff for Installation Management (Army)
ACTEDS	Army Civilian Training, Education and Development System
ADA	Anti-Deficiency Act; Americans with Disabilities Act
ADAL	Additions and Alterations
ADP	Automated Data Processing
ADR	Alternative Dispute Resolution
A-E	Architect Engineer
AEC	Army Environmental Command
AED	Afghanistan Engineer District
AED-N	Afghanistan Engineer District - North

AED-S	Afghanistan Engineer District - South
AEI	Architectural and Engineering Instructions
AERRB	A-E Responsibility Review Board
AESS	Architect-Engineer Selection System (website/ Savannah District owned)
AF	Air Force
AFARS	Army Federal Acquisition Regulation Supplement
AFB	Air Force Base
AFCEE	Air Force Center for Environmental Excellence
AFDO	Award Fee Determination Official
AFEB	Award Fee Evaluation Board
AFH	Army Family Housing
AFRCE	Air Force Regional Civil Engineer
AFRICOM	Africa Command
AFSI	Army Single Face to Industry
AGC	Army Geospatial Center; Association of General Contractors
AIS	Automated Information System
AKO	Army Knowledge Online
ALCON	All Concerned
AMC	Army Material Command; Air Mobility Command (USAF)
AMSC	Army Management Staff College
ANG	Air National Guard
ANSF	Afghanistan National Security Forces
ANSI	American National Standards Institute
AOR	Area of Responsibility
AP	Acquisition Plan
APMD	Automated Performance Monitoring of Dams
APP	Accident Prevention Plan
AR	Army Regulation
ARMS	Automated review Management System; Access Request Management System
ARRA	American Recovery and Reinvestment Act
ASA	Assistant Secretary of the Army
ASA(CW)	Assistant Secretary of the Army (Civil Works)
ASA(ALT)	Assistant Secretary of the Army (Acquisition Logistics & Technology)
ASAP	As Soon as Possible
ASB	Acquisition Strategy Board
ASBCA	Armed Services Board of Contract Appeals
ASC	Acquisition Support Center
ASD	Assistant Secretary of Defense
ASFI	Army Single Face to Industry
ASP	Acquisition Strategy Panel
ASSM	Army Source Selection Manual
ASSP	Army Service Strategy Panel
ASPA	Armed Services Procurement Act
AST	Above-Ground Storage Tanks
ASTM	American Society of Testing Materials
AT&L	Acquisition Technology & Logistics
ATMP	Army Training Management Program
ATS	Acquisition Tracking System (website/ Ft Worth District owned)
ATTN	Attention
AWD	Award

B	Billion
BA	Biological Assessment
BAA	Buy American Act
BAAN	Budget Authorization Account Number
BCA	Board of Contract Appeals
BCD	Basic Change Document
BCO	Biddability, Constructability and Operability
BCOE	Biddability, Constructability, Operability and Environmental (Review)
BCT	Brigade Combat Team
BLM	Bureau of Land Management
BO	Biological Opinion; Beneficial Occupancy
BOB	Business Operations Branch
BOD	Beneficial Occupancy Date
BOSC	Base Operating Support Contract
BPA	Blanket Purchase Agreement
BPT	Be Prepared To
BRAC	Base Realignment and Closure
C	
C3	CENTCOM Contracting Command
C3 AI	CENTCOM Contracting Command Acquisition Instructions
CA	Commercial Activities
CAA	Clean Air Act
CAB	Contract Administration Branch; Combat Aviation Brigade
CAC	Common Access Card
CACTF	Combined Arms Collective Training Facility
CADD	Computer-Aided Design & Drafting
CAGE	Contractor and Government Entity Code (see www.ccr.gov)
CALT	Contract Action Lead Time
CAMP	Career Acquisition Management Portal
CAO	Contract Administration Office
CAP	Corrective Action Plan; Continuing Authorities Program (Civil Works)
CAPPMIS	Career Acquisition Personnel and Position Management Information System
CAR	Contract Action Report
CAS	Cost Accounting Standards
CAWG	Contract Acquisition Working Group
CBT	Computer Based Training
CC	Carbon Copy
CCA	Construction Contract Administration
CCASS	Construction Contractor Appraisal Support System (Part of CPARS)
CCC	Center Contracting Chief
CCD	Contract Completion Date; Category Code Directory
CCG	Consolidated Command Guidance
CCI	Construction Contract Initiatives
CCL	Construction Cost Limitation
CCO	Contingency Contracting Officer; Center Contracting Office
CCR	Contractor Central Registration (www.ccr.gov)
CD	Construction Division; Compact Disc
CDA	Contract Disputes Act

CDO	Combined Departmental Overhead
CDR	Commander
CE	Corps of Engineers
CEAP	Corps of Engineers Automated Plan
CEC	Comprehensive Environmental Contracts
CECC	Office of Chief Counsel
CECER	Paint Technology Center
CECG	Office of the Commander
CECHL	Coastal and Hydraulics Laboratory
CECI	Directorate of Corporate Information
CECO	Office of the Deputy (G3)
CECS	Office of the Chief of Staff
CECT	Directorate of Contracting
CECW	Directorate of Civil Works
CEEL	Environmental Laboratory
CEEO	Equal Employment Opportunity Office
CEERD	Engineering Research and Development Center
CEFMS	Corps of Engineers Financial Management System
CEGS	Corps of Engineers Guide Specifications
CEGSL	Geotechnical and Structures Laboratory
CEHR	Directorate of Human Resources
CEIG	Office of the Engineer Inspector General
CEIR	Office of Internal Review
CEHO	Office of History
CEITL	Information Technology Laboratory
CELD	Directorate of Logistics
CEMDC	Marine Design Center
CEMP	Directorate of Military Programs
CENTCOM	Central Command
CEPA	Office of Public Affairs
CEPDC	Protective Design Center
CEPOL	Petroleum, Oils & Lubricants (POL) Fuels Design Center
CERAP	Corps of Engineers Remedial Action Plan
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CERD	Directorate of Research and Development
CERL	Construction Engineering Research Laboratory
CERM	Directorate of Resource Management
CERP	Commander's Emergency Response Program
CES	Cost Estimating System; Civilian Education System
CESB	Office of Small Business
CESI	Strategy & Integration Office
CESM	Office of the Command Sergeant Major
CESO	Safety and Occupational Health Office
CESS	Strategic Sourcing Program Office
CETSC	Transportation Systems Center
CF	Copies Furnished
CFM	Contractor Furnished Material
CFO	Chief Financial Officer
CFR	Code of Federal Regulations
CFY	Current Fiscal Year

CG	Construction General; Commanding General
CHRTAS	Civilian Human Resource Training Application System
CICA	Competition in Contracting Act
CID	Comprehensive Interior Design; Criminal Investigation Division (Army CID)
CIO	Chief Information Officer
CIP	Construction in Progress
CIS	Contractor Inspection System
CIV	Civil (Works)
CJOA	Combined Joint Operations Area
CLIN	Contract Line Identification Number
CLP	Continuous Learning Points
CM	Construction Management
CMDR	Commander (Navy)
CMP	Contract Management Procedures
CMR	Command Management Review; Contractor Manpower Reporting
CMRA	Contractor Manpower Reporting Application
CMS	Construction Management System
CMT	Construction Management Team; Crisis Management Team
CMU	Concrete Masonry Unit
COA	Course of Action
COB	Close of Business
COC	Chain of Command; Combat Operations Center; Certificate of Competency
COCOM	Combatant Command
COD	Contracting Officer's Decision
COE	Corps of Engineers (US Army) - see also USACE (www.usace.army.mil)
CO	Contracting Officer (non-Army); Commanding Officer, (See also KO)
COF	Combined Operations Facility
COIN	Counterinsurgency (strategy)
COL	Colonel
CON REP	Construction Representative
CONUS	Continental United States
COOP	Continuity of Operations
C or P Data	Cost or Pricing Data
CoP	Community of Practice
COR	Contracting Officer Representative
CoS	Chief of Staff
COS	Center of Standardization
COTR	Contracting Officer's Technical Representative
CPAF	Const Plus Award Fee
CPARS	Contractor Performance Assessment Reporting System
CPFF	Cost Plus Fixed Fee
CPI	Cost Performance Index
CPIF	Cost Plus Incentive Fee
CPM	Critical Path Method
CPT	Captain
CQC	Contractor Quality Control
CQC REP	Construction Quality Control Representative
CR	Competitive Range; Cost Reimbursement
CRA	Continuing Resolution Authority
CRB	Contract Review Board

CREST	Contingency Real Estate Support Team
CRMP	Cultural Resource Management Plan
CRREL	Cold Regions Research Engineering Laboratory
CRT	Contingency Response Team
CS	Contract Specialist
CSC	Construction Site Environmental Survey and Clearance
CSI	Construction Specifications Institute
CT	Contracting Division
CTSF	Central Technical Support Facility; Central Test Support Facility; Centralized Training Support Facility
CVS	Contractor Verification System
CW	Civil Works
CWA	Clean Water Act
CWE	Current Working Estimate
CWL	Contractor's Working Limits
CX	Center of Expertise
CY	Calendar Year; Current Year; Cubic Yard
CY+1	Current Year +1

D

D&F	Determination and Findings
D&I	Design & Implementation Phase
DA	Department of Army; Design Agent
DA 1323	Funding Authorization Document
DA 3953	Purchase Request & Commitment
DAC	Defense Acquisition Circular
DACM	Director of Acquisition Career Management
DAEN	Office of the Chief of Engineers
DAO	Designated Approving Official
DA PMR	Department of Army Procurement Management Review
DASA(P)	Deputy Assistant Secretary of the Army (Procurement)
DAU	Defense Acquisition University
DAWDF	Defense Acquisition Workforce Development Fund (Section 852 Funds)
DAWIA	Defense Acquisition Workforce Improvement Act
D/B; D-B	Design/Build
DBA	Defense Base Act (insurance); Davis Bacon Act
D-B-B	Design-Bid-Build
DBO	Designated Billing Official
DCAA	Defense Contract Audit Agency
DCADS	Defense Contracting Action Data System
DCAS	Defense Contract Administration Service
DCC	District Contracting Chief; District Chief of Contracting
DCG	Deputy Commanding General
DCIS	Defense Criminal Investigative Service
DCMA	Defense Contract Management Agency
DCO	District Contracting Office
DD Form	Department of Defense (form)
DD 448	Military Interdepartmental Purchase Request
DD 448-2	Military Interdepartmental Purchase Request - Acceptance
DD 1155	Orders for Supplies or Services

DD1354	Transfer and Acceptance of DoD Real Property
DD1391	Military Construction Project Data
DD1593	Contract Administration Completion Record
DD1594	Contract Completion Statement
DD 1597	Contract Closeout Checklist
DD 2579	Small Business Coordination Record
DDC	Design During Construction
DDE	Deputy District Engineer
DE	District Engineer
DEMOB	Demobilization
DERP	Defense Environmental Restoration Program
DESARC	Defense Systems Acquisition Review Council
DFARS	Defense Federal Acquisition Regulation Supplement
DFAS	Defense Finance & Accounting Service
DHS	Department of Homeland Security
DIST	District
DIV	Division
DKO	Defense Knowledge Online
DL	Direct Labor
DLA	Defense Logistics Agency
DM	Design Memorandum
DO	Delivery Order (Supplies)
DOC	Director of Contracting
DoD; DOD	Department of Defense
DoDIG	Department of Defense Inspector General
DODISS	Department of Defense Index of Specifications and Standards
DODM	Department of Defense Medical
DoD-SSP	Department of Defense Source Selection Procedures
DOE	Department of Energy
DOH	Departmental Overhead
DOI	Department of Interior
DOL	Department of Labor
DON	Department of Navy
DOR	Designer of Record
DOT	Department of Transportation
DPAP	Defense Procurement Acquisition Policy
DPM/DDPM	Deputy for Programs and Project Management
DPW	Director of Public Works
DQLL	Design Quality Lessons Learned
DrChecks	Document Review and Checking System
DRMO	Defense Reutilization Marketing Office
DSB	Deputy for Small Business
DST	District Support Team
DTIC	Defense Technical Information Center
DVD	Digital Video Disc
DX	Design Center of Expertise

E

E&C	Engineering & Construction
E&D	Engineering & Design

E&O	Errors and Omissions
EASP	Environmental Acquisition Strategy Plan
EBS	Environmental Baseline Study
ECAS	Environmental Compliance Assessment System
ECB	Engineer Change Bulletin
ECC	Estimated Construction Cost
ECD	Estimated Completion Date
ECI	Early Contractor Involvement
ECoP	Environmental Community of Practice
ECS	Environmental Consulting Services
ED	Engineering Division
EDC	Engineering During Construction
EDI	Electronic Data Interchange
EECA	Engineering Evaluation Cost Analysis
EFA	Engineer Field Activity (Navy)
EFARS	Engineer Federal Acquisition Regulation Supplement
EFT	Electronic Funds Transfer
EIG	Engineer Inspector General
EIS	Environmental Impact Statement
EKO	Engineering Knowledge Online
EM	Engineer Manual; Emergency Management
EM 385-1-1	USACE Safety Manual
EMS	Environmental Monitoring System
EN	Engineer; Engineering
ENG	Engineer; Engineering
ENG Form 93	Pay Estimate – Contract Performance
ENG Form 3394	USACE Accident Investigation Report
ENG Form 3726	Official Contract Record Checklist – Pre-Award
ENG Form 3726-1	Official Contract Record Checklist – Contract
ENG Form 3726-2	Official Contract Record Checklist – Contract Modification/Delivery Order
ENGLink	Engineers Link Interactive
EO	Executive Order
EOC	Emergency Operations Center
EOR	Engineer of Record
EP	Engineer Pamphlet
EPA	Environmental Protection Agency
EPLS	Excluded Parties List System
EPS	Electronic Posting System
EQ	Environmental Quality
ER	Engineer Regulation
ERDC	Engineer Research and Development Center
ERS	Environmental Remediation Services
ES	Environmental Study; Enterprise Standard (QMS)
ESA	Endangered Species Act
ESB	Emerging Small Business
ESF	Emergency Support Function
ESFO	Environmental Support for Others
ESMP	Endangered Species Management Plans
ESP	Explosive Siting Plan
ESPC	Energy Savings Performance Contract

eSRS	Electronic Subcontracting Reporting System
ESS	Explosive Safety Submissions
ETL	Engineering Technical Letter
EUCOM	Europe Command
EVM	Earned Value Management

F

F&A	Finance & Accounting
F&M	Foundations & Materials
F&OC	Full and Open Competition
FACNET	Federal Acquisition Computer Network
FAD	Funding Authorization Document (DA 1323)
FAI	Federal Acquisition Institute
FAO	Finance & Accounting Office
FAPIIS	Federal Awardee Performance and Integrity Information System
FAQ	Frequently Asked Questions
FAR	Federal Acquisition Regulation
FARA	Federal Acquisition Reform Act
FASA	Federal Acquisition Streamlining Act
FBO	Federal Business Opportunities
FC	Flood Control
FCCE	Flood Control & Coastal Emergencies
FDM	Feature Design Memorandum
FDP	Flood Damage Protection
FDR	Flood Damage Reduction
FE	Facilities Engineering
FedBizOpps	Federal Business Opportunities
Fed Cir	Federal Circuit
FedTeDs	Federal Technical Data Solution
FEMA	Federal Emergency Management Agency
FERC	Federal Energy Regulatory Commission
FEST-A	Forward Engineering Support Team - Advance
FEST-M	Forward Engineering Support Team - Main
FFE	Furniture, Fixtures & Equipment
FFP	Firm Fixed Price
FH	Family Housing
FIO	For Information Only
FISC	Fleet Industrial Supply Center
FLSA	Fair Labor Standards Act
FM	Field Manual
FMR	Financial Management Regulation
FMV	Fair Market Value
FOA	Field Operating Activity
FOF	Findings of Fact
FOIA	Freedom of Information Act
FONSI	Finding of No Significant Impact
FPAF	Fixed Price Award Fee
FPDS	Federal Procurement Data System
FPDS-NG	Federal Procurement Data System - Next Generation
FPI	Federal Prison Industries

FPIF	Fixed Price Incentive Fee
FPMS	Flood Plain Management Service
FPQI	Fixed Price with Quality Incentive
FPR	Final Proposal Revision
FR	Federal Register
FRAGO	Fragmentary Order (Supplement to an OPORD)
FS	Feasibility Study
FSC	Federal Supply Code
FSRM	Facility Sustainability, Repair and Maintenance
FTA	Free Trade Agreements
FTE	Full Time Equivalent
FTP	File Transfer Protocol
FUDS	Formerly Used Defense Site
FUSRAP	Formerly Used Sites Remedial Action Program
FW&A	Fraud, Waste and Abuse
FWI	Funded Work Item
FY	Fiscal Year
FYDP	Future Years Defense Program
FYI	For Your Information
FYSA	For Your Situational Awareness

G

GA	Government Approval
G&A	General & Administrative
GAO	Government Accountability Office
GDM	General Design Memorandum
GE	General Expense; Government Estimate
GFE	Government Furnished Equipment
GFM	Government Furnished Materials
GFP	Government Furnished Property
GI	General Investigation
GIS	Geographic Information System
GL	Geotechnical Laboratory
GO	General Officer
GPA	Government Procurement Agreement
GPC	Government Purchase Card
GTC	Government Travel Card
GPE	Government-wide Point of Entry
GPI	Global Positioning Initiative
GPO	Government Printing Office
GPRA	Government Performance and Results Act
GPS	Global Positioning System
GRD	Gulf Region District (Iraq)
GS	General Schedule
GSA	General Services Administration

H

H&H	Hydrology & Hydraulics
H&S	Health & Safety
HAZMAT	Hazardous Materials

HCA	Head of the Contracting Activity
HBCU/MI	Historically Black Colleges and Universities/Minority Institutions
HDC	Hydroelectric Design Center
HEC	Hydrologic Engineering Center
HECSA	Humphreys Engineer Center Support Activity
HL	Hired Labor
HNC	Huntsville Engineer Center
HOOH	Home Office Overhead
HQ	Headquarters
HQDA	Headquarters, Department of Army
HQUSACE	Headquarters, US Army Corps of Engineers (www.usace.army.mil)
HQUSAF	Headquarters, US Air Force
HR	Human Resources
HRR	Historical Records Review
HSDA	Health & Safety Design Analysis
HTRW	Hazardous, Toxic and Radioactive Waste
HUBZone	Historically Underutilized Business Zone
HVAC	Heating, Ventilation & Air Conditioning

I

IA	Interagency Acquisition
IAG	Interagency Agreement
IAM	Information Assurance Manager
IASO	Information Assurance Security Officer
IAW	In Accordance With
IC	Investment Category
ICCTF	International Contract Corruption Task Force
ICS	Instant Contract Savings
ID	Infantry Division; Identification; Identifier
IDA	Initial Denial Authority
IDC	Indefinite Delivery Contract
IDIQ; ID/IQ	Indefinite Delivery, Indefinite Quantity Contract
IDP	Individual Development Plan
IDR	Indefinite Delivery, Requirements
IDTC	Indefinite Delivery Type Contract
IDW	Investigative Derived Waste
IED	Improvised Explosive Device
IFB	Invitation for Bid
IFN	Item for Negotiation
IG	Inspector General
IGE	Independent Government Estimate
IH	In-House
IIS	Interagency and International Support
IJC	International Joint Commission
IL	Indirect Labor
IM	Information Management
IMA	Installation Management Agency
IMPAC	International Merchant Purchase Authorization Card
IOT	In Order To
IP	Inch-Pound Measure System

I-PLAN	Implementation Plan
IPR	In-Progress Review
IR	Internal Review
IRC	Issue Resolution Conference
IRMSC	Information Resource Management Steering Committee
IRP	Installation Restoration Program
ISC/ISO	Installation Support Center/Installation Support Office
ISO	International Standards Organization; in support of
ISR	Individual Subcontract Report
ISSA	Inter-service Support Agreement
IT	Information Technology
ITL	Information Technology Laboratory
ITR	Independent Technical Review
ITRT	Independent Technical Review Team
IWOB	Iraqi Women-Owned Business
IWR	Institute for Water Resources

J

JCCS	Joint Contingency Contracting System
JFAI	Joint Formal Acceptance Inspection (NATO)
JFTR	Joint Federal Travel Regulations
JOC	Job Order Contract
JON	Job Order Number
JPIO	Joint Programs Integration Office
JTF	Joint Task Force
JTR	Joint Travel Regulation
JTSC	Joint Theater Support Command
JV	Joint Venture

K

kme	Knowledge Management Enterprise (SharePoint
KO	Contracting Officer
KTR	Contractor
kW	Kilowatt
kWH	Kilowatt Hour

L

LAB	Laboratory
LAN	Local Area Network
LB	Large Business
LCA	Local Cooperative Agreement
LCC	Life Cycle Cost
LCM	Life Cycle Management; Local Configuration Manager
LCPM	Life Cycle Project Management
LD	Liquidated Damages
LEED	Leadership in Energy and Environmental Design
LER	Lands, Easements & Rights of Way
LGL	Local Government Liaison
LH	Labor Hour
LM	Logistics Management

LMO	Logistics Management Office
LOA	Letter of Authorization
LOC	Letter of Credit
LOI	Letter of Intent
LOS	Level of Service
LRB	Buffalo District
LRC	Chicago District
LRD	Lakes and Rivers Division
LRE	Detroit District
LRH	Huntington District
LRL	Louisville District
LRN	Nashville District
LRP	Pittsburgh District
LTC	Lieutenant Colonel
LTM	Long Term Maintenance
LTO	Long Term Operation
LTRA	Long Term Response Action
LUFT	Leaking Underground Fuel Tank
M	Million
M2S2	Military Munitions Support Services
MAAWS	Money as a Weapon System
MACOM	Major Army Command
MAJ	Major
MAJCOM	Major Command
MAST	MEGA Acquisition Strategy Team
MATOC	Multiple Award Task Order Contract
MCA	Military Construction, Army
MCACES	Microcomputer-Aided Cost Engineering System
MCAF	Military Construction, Air Force
MCAR	Military Construction Army Reserves
MCCO	Military Contingency Contracting Officer
MCCT	Military Contingency Contracting Team
MCX	Mandatory Center of Expertise
MEC	Munitions and Explosives of Concern
MDC	Marine Design Center
MED	Middle East District
MEDCOM	US Army Medical Command
MEGA	Multiple Environmental Government Acquisition (Strategy)
MESA	Multifaceted Environmental Service Action
MFR	Memorandum for Record
MGMT	Management
MGR	Manager
MILCON	Military Construction
MILSPEC	Military Specification
MILSTD	Military Standard
MIPR	Military Interdepartmental Purchase Request (DD Form 448)
MIS	Management Information System
MMRP	Military Munitions Response Program
MOA	Memorandum of Agreement

MOB	Mobilization
MOD	Modification
MOU	Memorandum of Understanding
MP	Military Program; Military Police
MPX	Microsoft Project Exchange file extension (.mpx)
MR	Management Reserve
MS	Microsoft
MSC	Major Subordinate Command (USACE Division or Region Office)
MSDS	Material Safety Data Sheet
MSG	Master Sergeant
MSP	Microsoft Project
MTMC	Military Traffic Management Command
MVD	Mississippi Valley Division
MVK	Vicksburg District
MVM	Memphis District
MVN	New Orleans District
MVP	St. Paul District
MVR	Rock Island District
MVS	St. Louis District
MW	Megawatts (all caps)
MWESC	Metallurgy & Welding Engineering Support Center
MY	Management Year

N

N/A; NA	Not Applicable
NAB	Baltimore District
NAD	North Atlantic Division
NADB	National Archaeological Database
NAE	New England District
NAF	Non Appropriated Funds
NAFI	Non-Appropriated Fund Instrumentality
NAFTA	North American Free Trade Agreement
NAGPRA	Native American Graves Protection and Repatriation Act
NAICS	North American Industry Classification System
NAN	New York District
NAO	Norfolk District
NAP	Philadelphia District
NAS	Network Analysis System
NASA	National Aeronautics and Space Administration
NAU	Europe District
NAV	Navigation
NAVFAC	Naval Facilities Engineering Command
NAVFACENGCOM	Naval Facilities Engineering Command
NAWAS	National Warning System
NCIC	North Central Information Center
NCIS	Naval Criminal Investigative Service
NCMA	National Contract Management Association
NCO	National Contracting Organization; Non-Commissioned Officer
NCP	National Contingency Plan
NCR	National Capitol Region

NCSA	National Center for Super-Computing Applications
NDAA	National Defense Appropriation Act
NDT	Non-Destructive Testing
NEASP	National Environmental Acquisition Strategy Plan
NEC	National Electric Code
NEPA	National Environmental Policy Act
NER	National Ecosystem Restoration
NFIP	National Flood Insurance Program
NFPA	National Fire Protection Association
NG	National Guard
NGB	National Guard Bureau
NGO	Non-Government Organization
NGP	Non-Government Personnel
NHPA	National Historic Preservation Act
NLT	No Later Than; Not Later Than
NOAA	National Oceanographic and Atmospheric Administration
NOI	Notice of Intent
NORCOM	Northern Command
NPDES	National Pollution Discharge Elimination System
NPL	National Priority List
NPS	National Park Service
NPV	Net Present Value
NRA	National Recreation Area
NRC	National Research Council, Nuclear Regulatory Commission
NRHP	National Register of Historic Places
NRP	National Response Plan
NRT	National Response Team
NSC	National Security Council
NSN	National Stock Number
NSPS	National Security Personnel System
NT	New Technology
NTCRA	Non-Time Critical Removal Action
NTE	Not to Exceed
NTIS	National Technical Information System
NTP	Notice to Proceed
NWC	Naval Weapons Center
NWD	Northwestern Division
NWK	Kansas City District
NWO	Omaha District
NWP	Portland District
NWS	Seattle District
NWW	Walla Walla District

O

O&M	Operation and Maintenance
O/A	On or About
OA	Obligation Authority
OAS	Overall Acquisition Strategy
OASA(CW)	Office of the Assistant Secretary of the Army (Civil Works)
OBE	Overcome by Events

OBERS	Office of Business Economics/Economic Research Service
OBL	Obligation
OBS	Organizational Breakdown Structure
OC	Office of Counsel
OD	Operations Division
OCE	Office of the Chief of Engineers
OCONUS	Outside the Continental United States
OE	Ordnance and Explosive
OEQ	Office of Environmental Quality
OES	Office of Emergency Services
OF	Optional Form
OF 1419	Abstract of Offers - Construction
OF 1419A	Abstract of Offers – Construction, Continuation Sheet
OFA	Oracle Financial Analyzer
OF&OC	Other than Full and Open Competition
OF WH 347	Certified Payrolls
OH	Overhead
OIG	Office of the Inspector General (Department of Defense)
OJT	On the Job Training
OLE	Object Linking and Embedding
OM	Official Memorandum; Operating Manual; Operational Maintenance
OMA	Operation and Maintenance, Army
OMAF	Operation and Maintenance, Air Force
OMB	Office of Management and Budget
OMEE	Operation & Maintenance Engineering Enhancement
OMRR&R	Operation, Maintenance, Repair, Replacement, and Rehabilitation
OO	Ordering Officer
OP	Oracle Projects
OPARC	Office of the Principal Assistant Responsible for Contracting
OPCON	Operations Control
OPORD	Operations Order
OPP	Open Plan Professional (version of Primavera Project Planner) extension is .opp
ORL	Office Records List
ORCA	On-line Representations and Certifications
OSD	Office of the Secretary of Defense
OSE	Other Social Effects
OSHA	Occupational Safety and Health Administration
OSI	Office of Security Investigation (US Air Force)

P

P2	Project Planning Management Information System
P&S	Plans and Specifications; Principles and Standards
PA	Programmed Amount; Procurement Analyst; Purchasing Agent, Public Affairs Preliminary Assessment
PACOM	Pacific Command
PAES	Post Award Engineering Services
PALT	Procurement Action Lead Time
PAM	Pamphlet
PAO	Public Affairs Office
PARC	Principal Assistant Responsible for Contracting

PARC-ATL	Principal Assistant Responsible for Contracting - Atlanta
PARC-DAL	Principal Assistant Responsible for Contracting - Dallas
PARC-WIN	Principal Assistant Responsible for Contracting - Winchester
PARC PMR	Principal Assistant Responsible for Contracting Procurement Management Review (USACE)
PAS	Pre-Award Survey
PASB	Project Acquisition Strategy Board
PASS	Pre-Award Scheduling System
PBAC	Program and Budget Advisory Committee
PBAS	Program Budget Accounting System
PBC	Performance-Based Contract
PBD	Program Budget Decision
PCA	Project Cooperative Agreement
PCB	Polychlorinated Biphenyls
PCO	Procuring Contracting Officer
PCR	Procurement Center Representative (Small Business Administration)
PCX	Planning Center of Expertise
PD	Planning Division; Position Description
PD^2	Procurement Desktop Defense (DoD Standard Procurement System (SPS))
PDA	Planning and Design Analysis
PDC	Protective Design Center
PDM	Project Design Memorandum
PDS	Personal Data Sheet
PDT	Project Delivery Team
PE	Professional Engineer; Project Engineer
PE/A	Project Engineer/Architect
PED	Program Evaluation Division; Pre-Construction Engineering and Design
PEIR	Program Environmental Impact Report
PERT	Program Evaluation and Review Technique
PES	Project Executive Summary
PFP	Probable Failure Point
PFY	Past Fiscal Year
PGI	Policy Guidance and Instruction
PgM	Program Manager
PgMP	Program Management Plan
PH	Phase
PIIN	Procurement Instrument Identification Number
PIL	Procurement Instruction Letter
PIN	Personal Identification Number
PIR	Project Information Report
PIS	Plant in Service
PKI	Public Key Infrastructure
PL	Public Law
PM	Project Manager; Project Management
PMBP	Project Management Business Process
PMP	Project Management Plan
PMR	Procurement Management Review
PNM	Price Negotiation Memorandum
PNO	Pre-Negotiation Objectives
PO	Purchase Order
POA	Alaska District

POC	Point of Contact
POCA	Performance Oriented Construction Activity (type of IDIQ contract)
POD	Pacific Ocean Division
POF	Far East District (Korea)
POH	Honolulu District
POJ	Japan Engineer District
POL	Petroleum, Oil and Lubricants
POM	Prenegotiation Objective Memorandum
POV	Privately Owned Vehicle
PPA	Prompt Payment Act
PPIRS	Past Performance Information Retrieval System (www.ppirs.gov)
PPMD	Programs and Project Management Division
PPPMD/P^3MD	Planning, Programs and Project Management Division
PPQ	Past Performance Questionnaires
PRAC	Preplaced Remedial Action Contract
PRB	Project Review Board
PRC/PR&C	Purchase Request and Commitment
PRECON	Pre-Construction
PREP	Power Reliability Enhancement Program
PRIP	Plant Replacement and Improvement Program
PRISM	Project & Resource Information Systems for Management
PROJNET3	PROJect extraNet
PROMIS	Program & Project Management Information Systems
PROSPECT	Proponent-Sponsored Engineer Corps Training
PRT	Planning & Response Team; Provincial Reconstruction Team
PT	Procurement Technician
PTAC	Procurement Technical Assistance Center
PW	Public Works
PWS	Performance Work Statement
PY	Prior Year

Q

QA	Quality Assurance
QAC	Quality Assurance Coordinator
QAE	Quality Assurance Evaluator
QAP	Quality Assurance Plan
QAR	Quality Assurance Representative
QASP	Quality Assurance Surveillance Plan
QAT	Quality Assurance Team
QBE	Query by Example (MS Access)
QC	Quality Control
QCM	Quality Control Manual
QCP	Quality Control Plan
QM	Quality Manager
QMP	Quality Management Plan
QMR	Quality Management Representative
QMS	Quality Management System

R

R&D	Research & Development

R&H	Rivers & Harbors
R&HA	Rivers & Harbors Act
RA	Remedial Action
RAMP	Remedial Action Management Plan
RAPCON	Radar Approach Control Facility
RASB	Regional Acquisition Strategy Board
RBC	Regional Business Center
RC	Records Coordinator
RCC	Regional Contracting Chief; Regional Chief of Contracting; Regional Contracting Center (down range)
RCI	Residential Communities Initiative
RCO	Regional Contracting Office
RCRA	Resource Conservation and Recovery Act
RCWM	Recovered Chemical Warfare Materiel
RCX	Regional Center of Standardization
RD	Remedial Design
RDM	Relocation Design Memorandum
RDT&E	Research, Development, Testing and Evaluation
RE	Real Estate, Resident Engineer
REA	Request for Equitable Adjustment
RECD	Received
RECIS	Real Estate Corporate Information System
RED	Regional Economic Development
REMIS	Real Estate Management Information System
REPS & CERTS	Representations and Certifications
REQD	Required
RFA	Request for Federal Assistance
RFI	Request for Information
RFO	Recovery Field Office
RFP	Request for Proposal
RFPP	Request for Price Proposal (A-E Contracts)
RFQ	Request for Quotation
RGE	Revised Government Estimate
RHA	Records Holding Area
RI	Remedial Investigation
RI/FS	Remedial Investigation / Feasibility Study
RIF	Reduction in Force
RIT	Regional Integration Team
RM	Resource Management, Resource Manager, Records Manager
RMANS	Recovered Material Advisory Notices
RMB	Regional Management Board
RMBA	Resource Management Budget Analyst
RMO	Resource Management Office
RMS	Resident Management System
ROE	Right of Entry
ROTC	Reserve Officers Training Corps
RPBAC	Regional Program and Budget Advisory Committee
RPM	Regional PARC Memorandum
RPRB	Regional Project Review Board
RRT	Regional Response Team
RTA	Ready to Advertise

RTLP	Ranges and Training Land Program
R/W	Right of Way

S

S&A	Supervision and Administration
S&I	Supervision and Inspection
S&S	Savings and Slippage
SA	Systems Administrator; Secretary of Army; Situational Awareness
S/A	Site Adapt
SAB	Subject as Above, Same as Above
SABRE	Simplified Acquisition Base Engineering Requirements (Air Force)
SAC	Charleston District; Senate Appropriations Committee
SACCR	Schedule and Cost Change Report/Requests
SAD	South Atlantic Division
SADBU	Small and Disadvantaged Business Utilization (Specialist)
SAF	Subject to Availability of Funds
SAJ	Jacksonville District
SAM	Mobile District
SAP	Simplified Acquisition Procedures
SARA	Superfund Amendment and Reauthorization Act
SAS	Savannah District
SAT	Simplified Acquisition Threshold
SATOC	Single Award Task Order Contract
SAV	Staff Assistance Visit
SAW	Wilmington District
SB	Small Business
SBA	Small Business Administration (www.sba.gov)
SBSA	Small Business Set-Aside
SCA	Service Contract Act
SCR	Special Contract Requirement
SDB	Small Disadvantaged Business
SDDC	Surface Deployment Distribution Command
SDVOSB	Service Disabled Veteran Owned Small Business
SEC DEF	Secretary of Defense
SES	Senior Executive Service
SF	Standard Form; Special Forces (Army)
SF 18	Request for Quotations
SF 24	Bid Bond
SF 25	Performance Bond
SF 25-A	Payment Bond
SF 26	Award/Contract
SF 28	Affidavit of Individual Surety
SF 30	Amendment of Solicitation/Modification of Contract
SF 33	Solicitation, Offer and Award
SF 252	Architect-Engineer Contract
SF 273	Reinsurance Agreement for a Miller Act Performance Bond
SF 274	Reinsurance Agreement for a Miller Act Payment Bond
SF 294	Subcontracting Report for Individual Contracts (removed from FAR)
SF 295	Summary Subcontract Report
SF 330	Architect-Engineer Qualifications

SF 1414	Consent of Surety
SF 1415	Consent of Surety and Increase of Penalty
SF 1420	Performance Evaluation – Construction Contracts
SF 1442	Solicitation, Offer and Award (Construction, Alteration or Repair)
SF 1444	Request for Authorization of Additional Classification
SF 1445	Labor Standards Interview
SF 1446	Labor Standards Investigation Summary Sheet
SF 1449	Solicitation/Contract/Order for Commercial Items
SFC	Sergeant First Class
SFG	Special Forces Group
SFO	Support for Others
SHPO	State Historic Preservation Office
SI	Site Investigation / Inspection
SIGAR	Special Inspector General for Afghanistan Reconstruction
SIGIR	Special Inspector General for Iraq Reconstruction
SIOH	Supervision, Inspection and Overhead
SIR	Supplemental Information Report (SIR)
SITREP	Situation Report
SL	Sick Leave
SLC	Senior Leadership Counsel
SM	Study Manager
SmART	Small Action Remediation Tool
SME	Subject Matter Expert
SO	Safety and Occupational Health
SOCOM	Special Operations Command
SOF	Special Operations Forces (DoD); Statement of Findings
SOFA	Status of Forces Agreement
SOH	Safety & Occupational Health
SOL	Solicitation
SOO	Statement of Objectives
SOP	Standing Operating Procedure; Standard Operating Procedures
SOUTHCOM	Southern Command
SOW	Statement of Work
SPA	Albuquerque District
SPD	South Pacific Division
SPDES	State Pollution Discharge Elimination System
SPK	Sacramento District
SPL	Los Angeles District
SPN	San Francisco District
SPOC	Single Point of Contact
SPOT	Synchronized Pre-deployment and Operational Tracker
SPOT-ES	Synchronized Pre-deployment and Operational Tracker – Enterprise Suite
SPOTREP	Spot Report
SPiRiT	Sustainable Project Rating Tool
SPS	DoD Standard Procurement System (also referred to as PD^2)
SPT	Small Projects Team; Support
SR	Senate Resolution
SRB	Solicitation Review Board
SRM	Sustainability, Repair and Maintenance
SrPM	Senior Project Manager

SSA	Source Selection Authority
SSAC	Source Selection Advisory Council
SSDD	Source Selection Decision Document
SSEB	Source Selection Evaluation Board
SSG	Staff Sergeant
SSHP	Site Safety and Health Plan
SSO	Source Selection Organization
SSP	Source Selection Plan
SSR	Summary Subcontract Report
STAT	Statutory
SV	Schedule Variance
SWA	Southwest Asia
SWB	Social Well Being
SWD	Southwestern Division
SWF	Fort Worth District
SWG	Galveston District
SWL	Little Rock District
SWO	Stop Work Order
SWPP	Storm Water Prevention Plan
SWT	Tulsa District

T

T3	Tips, Tools, Techniques
T4C	Termination for Convenience
T4D	Termination for Default
T&M	Time and Materials
T&MLH	Time and Materials, Labor Hour
TAC	Trans-Atlantic Program Center
TAD	Trans-Atlantic Division
TAG	Gulf Region District
TAM	Middle East District (MED)
TAN	Afghanistan Engineer District - North
TAPES	Total Army Performance Evaluation System
TAS	Treasury Account Symbol
TAS	Afghanistan Engineer District - South
TBC	Theater Business Clearance
TBA	To Be Announced
TBD	To Be Determined
TCCA	Transfer of Contract Capacity Agreement
TCM	Travel Cost Methodology
TCMS	Theater Construction Management System
TCO	Termination Contracting Officer
TCP/IP	Transfer Control Protocol/Internet Protocol
TCRA	Time Critical Response Action
TCX	Transportation Center of Expertise
TD	Technical Document
TDA	Table of Distribution and Allowance
TDLS	Technical Direction Letters
TDY	Temporary Duty
TEC	Topographic Engineering Center

TEMF	Tactical Equipment Maintenance Facility
TEMP	Temporary
TEN	Technical Excellence Network
TERC	Total Environmental Remediation Contract
TFC	Termination for Convenience
TFD	Termination for Default
TI	Training Instructions
TIMs	Technical Interchange Meetings
TINA	Truth in Negotiations Act
TiP	Trafficking in Persons
TK	Time Keeping
TLM	Total Labor Multiplier
TM	Team Member, Technical Manager
TMA	TRICARE Management Activity
TO	Task Order (Services, including Construction)
TOC	Task Order Contract; Table of Contents
TPC	Total Project Costs
TRC	Technical Review Conference
TSCA	Toxic Substances Control Act
TSE	Technical, Scientific, Engineering

U

UAI	USACE Acquisition Instruction
UCA	Undefinitized Contract Action
UCF	Uniform Contract Format
UCO	Unpriced Change Order
UDV	Unit Day Value
UFC	USACE Finance Center (Millington, TN)
UFGS	Unified Facilities Guide Specifications
UI	Unit of Issue
ULA	USACE Logistics Activity
ULC	USACE Learning Center
ULO	USACE Logistics Office
UMC	Unspecified Minor Construction
UMCS	Utility Monitoring and Control Systems
UMMC	Unspecified Minor Military Construction
UMMCA	Unspecified Minor Military Construction, Army
UOC	USACE Operations Center
UPASS	Universal Password Administration & Security System
UPRR	Union Pacific Railroad
URL	Uniform Resource Locator
USACE	US Army Corps of Engineers (www.usace.army.mil)
USAED	US Army Engineer District of US Army Engineer Division
USAID	US Agency for International Development
USASOC	US Army Special Operations Command
USC	US Code
USCG	US Coast Guard
USDA	US Department of Agriculture
USF&WS	US Fish and Wildlife Service (the Service)
USF-I	US Forces - Iraq

USFOR-A	US Forces - Afghanistan
USG	US Government
USGS	US Geological Survey
US&R	Urban Search & Rescue
UST	Underground Storage Tank
USTRANSCOM	US Transportation Command
UXO	Unexploded Ordnance

V

VE	Value Engineering
VECP	Value Engineering Change Proposal
VEP	Value Engineering Proposal
VEQ	Variation in Estimated Quantities
VMS	Vehicle Maintenance Shop
VEST	Value Engineering Study Team
VM	Value Management
VMP	Value Management Plan
VPD	Vehicles Per Day
VPN	Virtual Private Network
VSB	Very Small Business
VTC	Video Teleconference Call
VOSB	Veteran Owned Small Business

W

WAD	Work Authorization Document
WAMAS	Warrant Management System
WAWF	Wide Area Work Flow
WBR	Whole Barracks Renewal
WCC	Work Category Codes
WCDS	Water Control Data System
WCSC	Waterborne Commerce Statistics Center
WD	Workforce Development Division; Wage Decision
WERS	Worldwide Environmental Remediation Services
WES	Waterways Experiment Station
WFO	Work For Others
WGL	Weighted Guidelines
WH 347	Payroll (For Contractor's Optional Use)
WI	Work Item
WIC	Work Item Code
WIK	Work In-Kind Contributions
WIP	Work-In-Place; Work in Progress
WMD	Weapons of Mass Destruction
WOB	Women-Owned Business
WOSB	Women-Owned Small Business
WPC	Western Process Center
WR	Wage Rate
WRC	Water Resources Council
WRDA	Water Resources Development Act - Public Law 106-53
WRSC	Water Resources Support Center
WS	Water Supply

WSAR	Weekly Significant Activities Report
WTO	World Trade Organization
WTO GPA FTA	World Trade Organization Government Procurement Agreement Free Trade Agreements
WWW	World Wide Web

X

XA	Executive Assistant
XO	Executive Officer, Executive Office

Web Links to more acronyms:

General:	http://www.ucc.ie/acronyms http://www.acronymfinder.com
Army:	http://www.gordon.army.mil/aftb/acronyms.htm http://www.armystudyguide.com/resources/army_acronyms.htm
Air Force:	http://www.iastate.edu/~airforce/Cadet/Airpower/AFAcron.html http://www.losangeles.af.mil/ABG/MSS/FSC/acronyms.htm http://www.geocities.com/ammaf_2000/fy/air_force_acronyms.html
DLA:	http://www.dla.mil/documents/acronyms.pdf
DTIC:	http://www.dtic.mil/doctrine/jel/doddict/ http://www.dtic.mil/dtic/find.html
FEMA:	http://www.fema.gov/plan/prepare/faat.shtm
Navy:	http://www.geocities.com/navywivesclulb/acronyms.html http://www.navyspouses.com/navyacronyms.htm http://isis.vanderbilt.edu/Projects/micants/internal/acronyms.html http://www.sd.fisc.navy.mil

Terms and Definitions

CHAPTER 3-2
TERMS AND DEFINITIONS

ABSOLUTE AGGREGATE VALUE (OF A MODIFICATION): The sum of the cost increases and cost decreases without regard to algebraic sign, i.e., a modification containing requirements increasing the contract cost by $25,500 and other requirements decreasing the contract cost by $25,700 would have an absolute value of $51.200.

ACCELERATION (CONSTRUCTIVE): An act or failure to act by the Government which does not recognize that the contractor has encountered excusable delays for which he is entitled to a time extension and which requires the contractor to accelerate his schedule in order to complete the contract requirements by the existing contract completion date. This situation may be brought about by the Government's denial of a valid request for a contract time extension or by the Government's untimely granting of a time extension.

ACCELERATION (DIRECTED): The buying back of a time extension otherwise due the contractor under the terms of the contract in an effort to complete the work within the existing contract completion date.

ACCIDENT: An unplanned event that results in injury, illness, death, property damage, mission interruption, or other loss that has a negative effect on the mission

ACCIDENT PREVENTION PLAN (APP): Contractor or Government plan that describes how each organization will comply with requirements of Corps of Engineers Safety Manual and requirements of other applicable safety documents in protecting all employees and the public from injury or death.

ACQUISITION: The acquiring by contract with appropriated funds of supplies or services (including construction and Architect-Engineer services) by and for the use of the Federal Government. Acquisition begins at the point when agency needs are established and includes the description of requirements to satisfy agency needs, solicitation and selection of sources, award of contracts, contract financing, contract performance, contract administration, and those technical and management functions directly related to the process of fulfilling agency needs by contract. [FAR 2.101]

ACQUISITION PLANNING: The process by which the Government coordinates and integrates the efforts of all personnel responsible for an acquisition through a comprehensive plan. Its purpose is to satisfy an agency's needs in the most effective, economical and timely manner and should address how the Government will manage the acquisition through all phases of the acquisition life cycle. FAR Part 7 addresses policies related to acquisition planning and development of written acquisition plans. Acquisition planning should begin as soon as the agency need is identified [FAR 7.104(a)]

ACQUISITION REVIEW BOARD: The body established by the District/Division Engineer to review proposed awards of contracts and modifications to ensure they satisfy regulatory and procedural requirements and are legally, technically, and financially sufficient. Also known as the Advanced Acquisition Strategy Board.

ACQUISITION STRATEGY MEETING: A meeting to determine the method of acquisition that will be used to procure the product or service for the customer. This includes type of contract, source selection method, small business program participation and other considerations.

ACTEDS INTERNS: Interns funded by and on the rolls of the Department of Army. Also referred to as DA Interns.

ACTS OF GOD: An extraordinary interruption by a natural cause, as a flood or earthquake, of the usual course of events that experience, foresight or care cannot reasonably foresee or prevent. An event in nature over which neither the Government nor the contractor has any control.

ADJUSTMENT IN ESTIMATED QUANTITIES: A contract adjustment pursuant to FAR 52.211-18, Variation in Estimated Quantities, which allows for field measurement of quantities delivered or performed.

ADMINISTRATIVE CHANGE: A unilateral contract change, in writing, that does not affect the substantive rights of the parties such as a change in the address of either party or the appropriation data. An administrative change does not affect the statement of work, price or time.

ADMINISTRATIVE CONTRACTING OFFICER (ACO): An individual who has been delegated the authority to modify construction contracts under the following clauses: Changes, Differing Site Conditions, Variations in Estimated Quantity, Value Engineering, and Suspension of Work up to an amount set by the Contracting Officer for each individual action. The ACO is normally the Area Engineer. ACO Warrants cannot exceed $500,000.

ADMINISTRATIVE OFFICE: The office within USACE that is designated by the Contracting Officer (KO) to administer the contract or task order. The Administrative Office may be an Area Office or Resident Engineer Office within a District or Center's responsibility.

ADVANCE ACQUISITION PLANNING: Advance acquisition planning and analysis formalizes management review of procurement decisions which are coordinated and integrated to execute the customers' programs and projects. Advance planning will ensure the optimal procurement method.

ADVANCE AGREEMENT (AA): Advance agreements are contractual, bilateral agreements that define the treatment of special or unusual costs and the policies and procedures to be followed during the life of the cost-reimbursement contract associated with these cost items. AAs are incorporated into the contract by bilateral modification.

AFFILIATE: Associated business concerns or individuals if, directly or indirectly, (a) either one controls or can control the other or (b) a third party controls or can control both. [FAR 2.101]

ALLOCATION: An authorization by DA making funds available within a prescribed amount to an operating agency for the purpose of making sub-allocations or allotments.

ALLOTMENT: Document (DA Form 1323) or fund authorization document (FAD) evidencing action taken by a general operating agency making funds available to installations and/or separate activities for obligation purposes. This document is authority to obligate and is issued quarterly, or as required.

ANNUAL YEAR APPROPRIATION: An appropriation account that is available for incurring obligations for a definite period of time not in excess of 1-fiscal year.

APPROPRIATION: An authorization by an act of Congress to incur obligations for specified purposes and to make subsequent payments, therefore, out of the Treasury of the United States. Appropriations are classified as being annual or multi-year depending on the period of time that is available for obligation purposes.

APPORTIONMENT: A determination by the Office of Management and Budget (OMB) as to the amount of obligations which may be incurred during a specified period (usually quarterly) under an appropriation, contract authorization, other statutory authorizations, or a combination thereof, pursuant to Revised Statutes 3679, as amended (31 U.S.C. 665).

ACQUISITION PLANNING AND ANALYSIS: The process used to formalize management review of procurement decisions which are coordinated and integrated to execute the customer's project requirements. Advanced planning will ensure the optimal procurement method, and informs the Project Delivery Team (PDT) and involved organizations, including the customer, of the impending workload scheduling requirements, individual project anomalies, and challenges prior to initiation of the acquisition

process. Additionally, acquisition planning ensures adequate capacity to leverage the workforce in meeting the requirements of all customers as well as potential emergency developments.

ARCHITECT-ENGINEER CONTRACT ADMINISTRATION SUPPORT SYSTEM (ACASS): A central file of data containing information on Architect-Engineer (A-E) firms as well as A-E performance evaluations.

ARCHITECT-ENGINEER (A-E) FIRM: A vendor hired by USACE to provide services requiring professional and/or architectural license, as defined by state regulatory agencies and laws.

ARCHITECT-ENGINEER (A-E) NEGLIGENCE: The failure to meet the standard of reasonable care, skill and diligence that one in the A-E profession would ordinarily exercise under similar circumstances.

ARCHITECT-ENGINEER (A-E) RESPONSIBILITY COORDINATOR: Individual residing in the Engineering function who is responsible for overall coordination of the A-E Responsibility program.

ARMED SERVICES BOARD OF CONTRACT APPEALS (ASBCA): The administrative board which renders decisions under the Disputes provisions of DoD contracts, including construction. The board is composed of attorneys. The Board members are designated Administrative Judges.

ARMY SINGLE FACE TO INDUSTRY (ASFI)/ELECTRONIC DATA INTERCHANGE (EDI): ASFI is a Government system that provides universal user access, employs nationally and internationally recognized data formats, and allows electronic data interchange of acquisition information between the private sector and the Federal Government.

AS-BUILTS: The contract drawings and specifications, updated by the construction contractor to reflect the actual construction of the project. As-builts incorporate amendments issued during solicitation, modifications during construction, user requested changes, field changes, shop drawing modifications, and contractor designs. Interim or working as-built documents are those that the contractor produces that depict the as-built condition as the construction progresses. Final or record as-built documents are those approved by the government and furnished to the customer.

ASSIGNMENT OF CLAIMS: The assignment by the contractor to a bank, trust company, or other financing institution, as security for a loan to the contractor, of its right to be paid by the Government for contract performance.

AUTOMATED INFORMATION SYSTEMS (AIS): A combination of computer hardware and software, telecommunications information technology, personnel, and other resources that collect, record, process, store, communicate, retrieve, and display information. AISs for USACE include the Corps of Engineers Financial Management System (CEFMS), Project Planning System (P2), Standard Procurement System/Procurement Desktop Defense (SPS/PD^2), Real Estate Management Information System (REMIS), and Resident Management System (RMS).

AWARD FEE DETERMINATION OFFICIAL (AFDO): The AFDO approves the award-fee plan and any significant changes. The AFDO will establish an AFEB to assist by making award fee recommendations. The AFDO reviews the recommendation(s) of the AFEB, considers all pertinent data, and unilaterally determines the earned-award-fee amount for each evaluation period.

AWARD FEE EVALUATION BOARD (AFEB): AFEB members will review performance monitors' evaluation of the Contractor's performance, consider all information obtained from pertinent sources, prepare interim performance reports, and arrive at an earned-award-fee recommendation to be presented to the AFDO. The AFRB will also recommend changes to the Award Fee Plan.

BENEFICIAL OCCUPANCY: Beneficial occupancy is the occupancy of an uncompleted (but functionally complete) building, structure, facility or part of facility for its intended purpose under circumstances which are advantageous to the occupant and which produce relatively little interference with the builder in completing construction. Prior to occupancy by the Using Service, a written agreement between the

contractor and the Government is executed listing deficiencies, remaining work, and other conditions of occupancy that must be consummated. Beneficial occupancy may be a contract requirement.

BENEFICIAL OCCUPANCY DATE (BOD): The date, agreed upon by USACE and the customer, when the facility will be ready for useful occupancy and/or installation of equipment/furniture. The DD1354 "Transfer and Acceptance of DoD Real Property" should be completed prior to beneficial occupancy.

BIDDABILITY, CONSTRUCTIBILITY, OPERABILITY AND ENVIRONMENTAL (BCOE) CERTIFICATION: Certification by the Chiefs of Engineering and Construction that all BCOE comments have been resolved and incorporated into the plans and specifications appropriately.

BIDDABILITY, CONSTRUCTIBILITY, OPERABILITY AND ENVIRONMENTAL (BCOE) REVIEW: A final review of contract documents prior to advertisement of projects to validate the ease with which a designed project can be understood, bid, built, administered, and executed and the ease with which the finished project can be operated while protecting air, water, land, animals, plants, and other natural resources during construction and operation of the project. See ER 415-1-11 for more information.

BILATERAL MODIFICATION: A supplement agreement to the contract, which the contracting officer and the contractor have agreed to a change in the statement of work, price and/or time adjustment. The modification is signed by the contractor and the Contracting Officer (KO). Bilateral modifications are used to make negotiated equitable adjustments resulting from the issuance of a change order; and reflect other agreements of the parties modifying the terms of the contracts.

BORROW EASEMENT: A perpetual easement needed to excavate materials to construct facilities of a project. Typically used if the need is long-term, otherwise for short-term use, a temporary easement is acquired by Real Estate Division.

BUILDING CODES: Codes used to establish construction standards, including life safety codes for states and municipalities. Codes may vary by location and may be supplemented by local regulations.

CENTER CONTRACTING CHIEF (CCC): The senior contracting official within a USACE Contracting Center and is the managerial arm for the delivery of contracting services within their organization. Responsibilities include acquisition strategy, manpower management, manpower development, budget development, process standardization and policy dissemination and implementation within their organization.

CERTIFIED 8(a) FIRM: A small business firm owned and operated by socially and economically disadvantaged individuals eligible to receive federal contracts under the Small Business Administration's 8(a) Business Development Program.

CHANGE ORDER (CONSTRUCTIVE): An act or failure to act by the Government which is not a directed change order but which has the effect of requiring the contractor to accomplish work different from that required by the existing contract documents.

CHANGE ORDER (DIRECTED): A directive issued by a unilateral contract modification which requires the contractor to accomplish work different from that required by the existing contract documents and where the changed work requirements fall under the general scope of the contract and within the physical limits of the construction site.

A written order, signed by the Contracting Officer, directing the contractor to make a change that the Changes clause authorizes the contracting officer to order without the contractor's consent. [FAR 2.101.]

CHANGED WORK: The contract requirements altered by a change order or a contract modification.

CIVIL WORKS (CW): Any nonmilitary funded project (typically navigation or flood control related projects.)

CLAIM: A written demand for time, money, or both asserted under a contract.

A written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. However, a written demand or written assertion by the contractor seeking the payment of money exceeding $100,000 is not a claim under the Contract Disputes Act of 1978 until certified as required by the Act. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, by written notice to the contracting officer as provided in FAR 33.206(a), if it is disputed either as to liability or amount or is not acted upon in a reasonable time. [FAR 2.101]

COMMIT FUNDS: The informal reservation of funds for a proposed contract action.

COMMITMENT: A firm administrative reservation of funds, based upon firm procurement directives, orders, requisitions, or requests which authorize the creation of an obligation without further recourse to the official responsible for assuring that funds are available. NOTE: A commitment is NOT an obligation of funds.

COMMUNITY OF PRACTICE (CoP): A group of people, who regularly interact to collectively learn, solve problems, build skills and competencies, and develop best practices around a shared concern, goal, mission, set of problems, or work practice. CoPs cut across formal organizational structures and increase individual and organizational agility and responsiveness by enabling faster learning, problem solving, and competence building; greater reach to expertise across the force; and quicker development and diffusion of best practices. CoP structures range from informal to formal and may also be referred to as structured professional forums, knowledge networks, or collaborative environments around a shared concern, goal, mission, set of problems, or work practice.

COMPETITION ADVOCATE: An individual responsible for challenging barriers to and promoting full and open competition in the acquisition of supplies, services, and construction. The competition advocate approves or disapproves requiring activity justifications for other than full and open competition, or recommends approval or disapproval if in excess of his/her level of approval authority.

CONFLICT IN PLANS AND SPECIFICATIONS: Statements or meanings in the contract specifications and/or drawings which cannot be reconciled by reasonable interpretation on the part of the contractor and may require that the Government make an interpretation between alternatives. This may be done under the provisions of contract clause "Specifications and Drawings for Construction" or, if the Government's interpretation ultimately exceeds minimum specification(s), a change order will be required to correct the ambiguousness in the contract documents.

CONSENT OF SURETY: An acknowledgment by a surety that its bond given in connection with a contract continues to apply to the contract as modified.

CONSOLIDATED COMMAND GUIDANCE (CCG): Guidance issued annually by Headquarters USACE that provides a summary of USACE strategic direction, resource guidance, and performance requirements for the upcoming fiscal year (FY) and two out years (FY+1 and FY+2). CCG identifies ceilings, targets, and limitations along with estimates for centralized billings.

CONSOLIDATED DEPARTMENTAL OVERHEAD (CDO) RATE: A rate applied to direct labor to recoup the overhead expense for Contracting, Construction, Engineering, Planning, Program and Project Management and Real Estate Divisions or functions.

CONSTRUCTION: Construction means construction, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property. For purposes of this definition, the terms “buildings, structures, or other real property” include, but are not limited to improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines,

cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, and channels. Construction does not include the manufacture, production, furnishing, construction, alteration, repair, processing, or assembling of vessels, aircraft, or other kinds of personal property. [FAR 2.101]

CONSTRUCTION CONTRACTOR APPRAISAL SUPPORT SYSTEM (CCASS): A centralized and automated data base containing performance evaluation information on DoD construction contractors.

CONSTRUCTION DEFICIENCY: Construction activities identified to be unsafe or lacking in specified contract requirements. These deficiencies may be identified by contractor personnel (including Contractor Quality Control (CQC) Manager), government personnel, or customer representatives involved in the project.

CONSTRUCTION DIVISION: The function primarily responsible for ensuring execution of projects during the construction phase.

CONSTRUCTION GENERAL (CG) FUNDS: Funds for asset type civil works construction.

CONSTRUCTION IN PROGRESS (CIP): An asset for which construction or acquisition is not yet complete.

CONSTRUCTION MANAGEMENT SERVICES (CMS): The general services provided by Construction Division staff or by an Architect-Engineer (A-E) or professional service firm to monitor the construction contract activities.

CONSTRUCTION MANAGEMENT TEAM (CMT): The Construction Division Field Office Contract Administration Team. May include others as needed and may function as a virtual team. The CMT is a subset of the Project Delivery Team (PDT).

CONSTRUCTION SITE ENVIRONMENTAL SURVEY AND CLEARANCE (CSC): Survey conducted for military construction activities to ensure that civil and/or military funded construction workers of the district and USACE Division employees will not labor under conditions resulting in exposure to hazardous, toxic or radioactive wastes.

CONTINUING AUTHORITIES PROGRAM (CAP): A group of 10 legislative authorities under which the Secretary of the Army, acting through the Chief of Engineers, is authorized to plan, design, and implement certain types of water resource projects without additional project specific congressional authorization.

CONTRACT (as related to Government activities): Any type of agreement or order for the procurement of supplies or services.

A mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to): awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For a discussion of various types of contracts see FAR Part 16. [FAR 2.101]

CONTRACT ACTION REPORT (CAR): A report prepared in the Standard Procurement System (SPS) that tracks dollars awarded, types of contracts, types of businesses, and other related information.

CONTRACT CHANGE: Any variation from the terms or requirements of a contract. Commonly called

"change" or "modification".

CONTRACT CLAUSE: Any general, special, or technical clause, or part thereof, of a contract.

CONTRACT COMPLETION DATE: Date(s) established by the contract or as modified for completion of all or of specified portions of work.

CONTRACT FILES: Files pertaining to specific military, civil and environmental remediation contracts.

CONTRACT MANAGEMENT PROCEDURES (CMPs): CMPs are contractual, bilateral agreements that define policies and procedures to be followed during the life of the cost-reimbursement contract.

CONTRACT MODIFICATION: Any written change in the terms of a contract. [FAR 2.101]

CONTRACTING OFFICER (KO): A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. [FAR 2.101]

CONTRACTING OFFICER'S DECISION (COD): See "Final Decision."

CONTRACTING OFFICER'S REPRESENTATIVE (COR): A representative of the Contracting Officer who has the authority to administer a contract in accordance with the contract terms, as described in his/her appointment letter/letter of authority.

A person designated in writing by the Contracting Officer (KO) to assist in the technical monitoring or administration of a contract. The individual designated as COR by the KO must be a Government employee and be properly trained. The designation does not include any authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract. For construction contracts, the COR will generally be a person other than the Administrative Contracting Officer (ACO).

An individual delegated limited authority from the Contracting Officer (KO) to administer a contract. Generally the COR is authorized to approve submittals and schedules, and to coordinate the work of the contractor. The COR may recommend to the KO whither or not to approve progress payments. A COR is not authorized to change the contract or to obligate the Government to additional costs.

CONTRACTOR MARKUPS: Drawings generated by the construction contractor that reflect the actual construction of a project. They can be submitted as paper markups or electronic Computer Aided Design and Drafting (CADD) files.

CONTRACTOR'S WORKING LIMITS (CWL): A term used to designate the area the Contractor is restricted to in accomplishing the work. This term is mainly used on military projects, or civil works projects, where the work is on property already owned or controlled by the Government or local sponsor, and no new real estate acquisition is required.

CONVEYANCES: Real estate documents transferring title to real property from Government to other entities.

CORPS OF ENGINEERS GUIDE SPECIFICATIONS (CEGS): Specifications issued by USACE to define requirements for work features that occur in the construction of facilities on a repetitive basis and establish the form to be used for the technical provisions of construction contract specifications.

CORRECTED FINAL SUBMITTAL: Documents that have been completely processed through design, Independent Technical Review (ITR), incorporation of ITR comments and back-checking of resolutions. These documents represent the final product after resolution of all final review comments. Once the certification process is complete, this package may be labeled as Certified Final.

COST ANALYSIS: A detailed evaluation of the specific cost elements of a proposal to appraise the cost elements allowability, allocability and reasonableness.

COST BREAKDOWN: The separation of total costs into identifiable elements, i.e., labor, materials, equipment, subcontracts, overhead, profit, etc.

COST CONTRACT: Provides for the actual costs of completing the contract. The contractor receives no additional fee.

COST OR PRICING DATA: All facts as of time of the price agreement that prudent buyers and sellers would reasonably expect to effect price negotiation significantly. Cost or pricing data is required for proposals to be negotiated that are expected to equal or exceed $700,000 (aggregate total).

COST PLUS AWARD FEE (CPAF): A cost reimbursable contract where the contractor's award fee is determined based upon periodic evaluations of specific measurable areas of performance. Requires an Award Fee Evaluation Board (AFEB) and Award Fee Determining Official (AFDO).

COST PLUS INCENTIVE FEE (CPIF): The contractor receives reimbursement plus an adjustable fee based upon relationship of total actual allowable costs to total target costs. The initial contract will establish targets for cost and fee, as well as a minimum and maximum fee and a formula for fee adjustment.

COST SHARING CONTRACTS: A cost reimbursement contract in which the contractor receives no fee and is reimbursed only for an agreed upon portion of its allowable costs.

CRITERIA REQUIREMENTS: The Project Management Plan (PMP) and established USACE guidance including design manuals, guide specifications, design standards, Engineer Technical Letters (ETL), Engineer Regulations (ER), Army Regulations (AR), Federal Acquisition Regulations (FAR), Federal/State regulations, and other documents against which contract documents are reviewed for conformance.

CURRENT WORKING ESTIMATE (CWE): The latest available cost estimate on a particular project. The estimate includes the estimated contract cost, an allowance for contingency reserve, and an allowance for supervision and administration costs.

CUSTOMER: Customer, as used in USACE may be a number of people/organizations. In general, the customer is any individual or organization for which USACE delivers projects, or services to meet specific needs. Customers may be either external or internal to USACE.

Any government or civilian organization/entity or person requesting a planning, engineering, or construction product or service from USACE, and for which consideration is granted. Customers may be either external or internal to USACE. Customers can consist of (a) the taxpayers; (b) taxpayer representatives in Congress; (c) the sponsors of the agency; (d) the managers of an agency program; (e) the recipients of the agency's products and services.

CUSTOMER COMPLAINT: Communication, verbal or written, from the customer who expresses dissatisfaction with a product or service.

CUSTOMER ORDER: Funding received via Military Interdepartmental Purchase Request (MIPR) from external customers.

DAMAGES: The increased costs to a contractor resulting from Government acts or omissions affecting the contract but not incorporated into a change order. The value of the loss to the Government resulting from contractor acts or omissions.

DAVIS-BACON ACT (DBA): 40 U.S.C. 276a-276a-7. Requires that each contract over $2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public

buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character. The Davis-Bacon Act directs the Secretary of Labor to determine such local prevailing wage rates.

DAVIS-BACON ACT WAGE RATE DECISIONS: These are wage rates published by the U.S. Department of Labor which mandate minimum hourly rates of pay plus benefits, for each type of construction trade. The appropriate decision/s must be included in each construction contract package. There are two categories of decisions (general or special); each with its own rules and limits. A general decision applies to a specific geographical area of a state, remains in affect on a continuous basis, and is updated through an amendment process. In contrast, a special decision may be requested of the Department of Labor to cover a specific project when there is no general decision which covers the location or unique requirements of that project. Special decisions always carry a fixed time limit for use of the decision. Davis-Bacon Wage decisions are issued for each of four categories of construction activities as listed below. The same trade name may be listed in each category of decision (i.e. laborer) but in each case a different hourly rate and benefit package would probably be specified. Davis-Bacon Wage Rates are generally based on the prevailing union rates for the geographical area.

DAWDF INTERNS: Interns paid for by Defense Acquisition Workforce Development Fund (Section 852). These interns are on the District rolls. Also referred to as Section 852 Interns.

DD FORM 2579: The DD 2579, “Small Business Coordination Record,” is required for any procurement action over $10,000, except those less than $100,000 that are totally set-aside for small business.

A Department of Defense form which describes the nature of a project and the planned method of its acquisition. This form is used to document the selected method of acquisition of the required product. It requires signatures of the Contracting Officer, the Small Business Administration Representative and the District Deputy for Small Business.

DECISION DOCUMENT: A decision document is any report prepared for the purpose of obtaining project authorization or modification, commitment of Federal funds for project implementation, and approval to spend/receive funds as a result of entering into agreements with other agencies or organizations including those to obtain Congressional authorization.

DEFECTIVE SPECIFICATIONS: Specifications (and/or drawings) which contain errors, omissions, or conflicts whose effect is to prevent the contractor's performance in a reasonable manner.

DEFENSE CONTRACT AUDIT AGENCY (DCAA): The Government agency that performs external audits of offeror/contractor cost proposals and/or claims for USACE. Services for other than DoD contracts are provided by DCAA on a reimbursable basis.

DEFICIENCY: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

DEFINABLE FEATURE OF WORK: A task which is separate and distinct from other tasks and has separate control requirements. For example, definable features for concrete would be formwork; reinforcing and imbedded items; placement including mix design; finish, etc.; and curing.

DEFINITIZATION: The agreement on or determination of contract terms, specifications, and price which converts the undefinitized contract action to a definitive contract action.

DELAY: A significant slowing down or stopping of a contractor's scheduled progress in completing work required under a contract. This maybe caused by acts of the Government or contractor, or from something beyond the control of either, and may be either excusable or inexcusable.

DELIVERABLE: The product of engineering and design efforts. Typically, this would be the concept submittal and the corrected final design. A deliverable may have multiple phases.

DEPARTMENTAL OVERHEAD (DOH): Costs incurred within technical offices of the districts which are not attributable to a specific program/project.

DEPARTMENTAL OVERHEAD RATE: Rate of individual district technical organizations applied to labor to recoup that organization's overhead expense.

DEPUTY DISTRICT ENGINEER FOR PROGRAM AND PROJECT MANAGEMENT (DPM): The civilian deputy to the District Commander. Also is the Chief of Planning, Program and Project Management Division (PPPMD).

DEPUTY FOR SMALL BUSINESS (DSB): The individual responsible for promoting small business participation in contracting.

DESCRIPTION OF CHANGE: Information in the form of narrative on new or revised drawings or specifications provided by the Government to the contractor to define the requirements of a contract change order.

DESIGN: The process of (1) developing the analysis that defines the required technical systems (e.g. geotechnical, hydraulic, architectural, structural, electrical, mechanical, fire protection) that will be utilized; (2) producing the technical portions of the construction contract documents (i.e., drawings and specifications); and (3) preparing the construction cost estimate.

DESIGN CHANGE: A change for which redesign effort is required. A design change materially affects the approved requirements, the basis of design, the existing scope of the contract plans and specifications, or operating capability of the facility.

DESIGN DEFICIENCY: A design/engineering effort that fails to comply with specified criteria, contains design errors, omits information, lacks adequate coordination between disciplines, fails to meet specified requirements of the District Design Guide for Military Construction (WI-06-01-02), or lacks in the design quality expected to be produced by Engineering staff.

DESIGN LIABILITY: Legal and financial accountability for the adequacy and safety of a design.

DESIGN RESPONSIBILITY: The final and total responsibility for ensuring the correctness of design, specifically the adequacy and safety of the structure or system. Design liability is included in design responsibility in accordance with the "Responsibility of the Architect-Engineer Contractor" clause set out in FAR 52.236.23, and in accordance with ER 415-1-10.

DESIGN REVIEW AND CHECKING SYSTEM (DrChecks): A web-based tool to automate construction design reviews. DrChecks allows entry of review comments by the reviewer, automates the transfer of comments to the designer, allows the designer to enter responses, and captures all continuing dialogue between the designer and reviewer. DrChecks is part of the ProjNet3 web service developed at the Construction Engineering Research Laboratory (CERL).

DESIGN TEAM LEADER: The individual having the leadership role in the production of the product. For engineering products, this individual is the Project Engineer/Architect (PE/A). For projects of a particularly complex or controversial nature, the PE/A must be a registered professional.

DESIGNATED APPROVING OFFICE (DAO): The office designated in the contract to receive invoices or payment estimates.

DESIGNER: An individual who has professional design responsibility for certain features of a project involving one or more engineering and design disciplines, e.g., architectural, structural, mechanical, electrical, and professional accountability. May reside within USACE Engineering Division, Architect-Engineer (A-E) firm, construction contractor, or a supplier/vendor/manufacturer. See USACE Quality Management System (QMS) Enterprise Standard ES-08007, "Engineer of Record and Design Responsibility" and ER 1110-1-8152, "Professional Registration".

DESIGNER OF RECORD (DOR): A.k.a. Engineer of Record (EOR). The agency (Architect-Engineer (A-E), in-house designer, or contractor) that is ultimately responsible and liable for the adequacy and safety of a design. For in-house designs, EOR is the Chief of Engineering or delegate. For A-E designs, the EOR is the principal of the firm who is in charge of the project. For Value Engineering Change Proposals (VECPs) or certain other extensions of design, other than structural steel connections, the construction contractor's registered/certified engineer or designer, if required by the specifications, becomes liable and responsible for their design element.

DIFFERING SITE CONDITIONS: Refers to (1) subsurface or latent physical conditions at the site differing materially from those indicated in the contract and (2) to unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as being inherent in work of the character provided for in the contract.

DIRECT APPROPRIATION: Funds appropriated by Acts of Congress and distributed through Command channels by the Office of Management and Budget (OMB). For the U.S. Army Corps of Engineers (USACE), the flow of funds is from OMB, to the Department of Defense (DOD), the Department of the Army (DA), USACE Headquarters (HQUSACE), then to the District via a Funding Authorization Document (FAD). These funds are referred to as direct funds.

DIRECT CHARGE: Costs directly related to the accomplishment of a program/project, and as a result are charged directly to the project (i.e. labor, travel, contracts, equipment, etc.) A direct charge must be associated with a specific program/project or a reimbursable order.

DIRECT COSTS: Cost of the materials, supplies, equipment, and prime contractor or subcontractor work and labor that go into and can be clearly identified with a particular phase of construction, i.e., paving, roofing, etc.

DIRECT LABOR (DL): Burdened labor charged directly to a program/project.

DIRECT LABOR CHARGING RULE: Time equal to or in excess of 15 minutes spent directly supporting a program/project should be charged to that program/project. Time does not have to be consecutive to be charged – it can be cumulative during the day.

DIRECT SUPERVISORY CONTROL: This is a term utilized by state boards of professional registration as an absolute requirement before a registered engineer may sign/seal professional work. It means that this individual has direct control or dominion over the work and has the ability to control the direction and scope of the project at any point in time. The registered engineer is not required to perform all the drafting, calculations, reproduction, and computer techniques which can be done by others, but direct input, control, and ability to change the documents must remain with the responsible professional engineer. The engineer must be qualified professionally through experience or training to do the work. Finally, the registered engineer can sign only that portion of the work developed by the registrant or under his/her immediate personal supervision.

DISPUTE: A disagreement as to a question of fact or contract interpretation which cannot be resolved to the mutual satisfaction of the contracting parties. A dispute may arise as a result of a Contracting Officer's (KO) denial of a contractor request for an equitable adjustment or refusal to pay an invoice.

DISTRICT FUNCTIONAL CHIEFS: Chiefs of Engineering; Planning, Programs and Project Management; Construction; Operations; and Real Estate and Contracting.

DISTRICT MISSION AND FUNCTIONS: District offices are focused on traditional mission execution of the work. Coordination and assignment of work may be made by the Major Subordinate Command (MSC). The mission is accomplished by the District Commander exercising command and control of the District, quality control of projects and work products and co-production with Partners, District customers and other Districts. District offices also provide support to the Region as determined by the MSC. Typically, missions of a district are the execution of traditional U.S. Army Corps of Engineers (USACE) programs and projects in accordance with appropriate laws, policies, and regulations. Programs/projects include but are not limited to:

- Preparing, planning, and engineering studies and designs;
- Constructing military, Civil Works, and other facilities;
- Supporting Army and Air Force Installations with facilities engineering, environmental, real estate, and other technical support;
- Operating and maintaining flood control, and river and harbor facilities and installations;
- Administering the USACE's Regulatory program;
- Acquiring, managing, and disposing of real estate;
- Performing hazardous, toxic, and radioactive waste missions;
- Implementing the USACE's Dam Safety Program; and
- Conducting emergency operations pursuant to special statutory authorities.

DISTRICT RATES: The target rates that the districts measure themselves against. Every district has its own target rates. Rates are computed based on regionally approved district operating budget projections. Every district must meet their target rate in order for the Region to meet its associated rates. If the district rate is greater than the regional rate, the district is receiving income from the Region. If the district rate is less than the regional rate, the district is contributing income to the Region.

DISTRICT SUPPORT TEAMS (DST): Cross-functional teams at the Division/Region (Major Subordinate Command (MSC)) that facilitate resolution of issues and champion district causes.

EASEMENT: A privilege or right which the owner of one parcel of land may have to use or enjoy the lands of another; i.e., a right-of-way.

ECONOMY ACT ORDER: Conditional authority for a Federal Agency to provide goods and services to another Federal Agency IAW 31 U.S.C. 1535. An Economy Act order would be one in which DoD funds were transferred to a Federal agency other than DoD for awarding of a contract action.

EFFECTIVE RATE: The rate required to recoup base salary, locality pay, government contributions, and leave. This rate is applied to the regular hourly rate of pay when you work to recoup productive and non-productive (annual leave, sick leave, etc.) hours. It is not applied to overtime hours because overtime has already been accounted for within regular hours.

EFFICIENCY LOSS: As related to overtime work, weather, crowding, rescheduling, etc., the loss in productivity of labor and equipment required to perform a given task. This may result from actions of the Government under a contract clause. This is usually expressed as a percentage of direct labor.

ELECTRONIC COMMERCE: Electronic techniques for accomplishing business transactions, including electronic mail or messaging, World Wide Web technology, electronic bulletin boards, purchase cards, electronic funds transfer, and electronic data interchange. [FAR Part 2.101]

ELECTRONIC FUNDS TRANSFER (EFT): Payments made by electronic funds transfer to a financial institution.

EMPOWERMENT: Authority to exercise judgment and take action, with concomitant responsibility for resultant positive or negative consequences.

ENG FORM 93: Payment estimate (invoice) form used for construction and Architect-Engineer contracts.

ENG FORM 3394: USACE Accident Reporting form.

ENGINEER OF RECORD (EOR): A.k.a. Designer of Record (DOR). The agency (Architect/Engineer (A-E), in-house designer, or contractor) that is ultimately responsible and liable for the adequacy and safety of a design. For in-house designs, the EOR is the Chief of Engineering or delegate. For A-E designs, the EOR is the principal of the firm who is in charge of the project. For Value Engineering Change Proposals (VECPs) or certain other extensions of design, other than structural steel connections, the construction contractor's registered/certified engineer or designer, if required by the specifications, becomes liable and responsible for their design element.

ENGINEERING CHANGE: See "Design Change."

ENVIRONMENTAL ANALYSIS TEAM: Members from the Planning and Engineering functions assigned to the Project Delivery Team (PDT) to prepare the Environmental Permit Actions Checklist.

ENVIRONMENTAL BASELINE STUDY (EBS): Documentation based on a search of available agency records and physical site investigation to document whether or not there is any evidence that property has been contaminated with hazardous or toxic materials/waste during the time the property was held under Government ownership.

EQUITABLE ADJUSTMENT: A contract adjustment in price and/or time to compensate the contractor for expense or delay incurred due to actions or inactions of the Government or to compensate the Government for contract reductions. The objective of an equitable adjustment is to put the contractor in the same financial position after the change as he was in before the change was issued.

ESSAYONS: We will try!

ESTIMATED QUANTITY: The quantity indicated in the bid schedule estimated to be that required to complete an identifiable item of work.

EXCUSABLE DELAY: A delay in the work for which, under the terms of the contract, a time extension can be granted.

EXPEDITE/FAST TRACK: Completion of engineering and design effort that incorporates maximum use of simplified design tools such as abbreviated specifications and bound in sketch drawings, digital photos, etc. Expedited design can also include a single checker/reviewer completing the support effort as work completion progresses.

EXPEDITING: Requiring and/or paying an additional price for contract completion before the contractual completion date of a construction contract. [See DFARS 236.270]

EXPENDITURE: The disbursement of committed or obligated funds to record costs incurred for labor, contracts, etc. The recording of all costs incurred.

EXTENSIONS OF DESIGN: A design element that is intentionally not completely developed by the Project Designer, but is left for the contractor to perform. The intent of an extension of design is to obtain a more cost-effective product for the Government through maximizing competition and taking advantage of standardized industry procedures. This occurs either when the project Design-Bid-Build designer elects to have, or when the project specifications direct, the contractor to furnish the completed design.

EXTERNAL CUSTOMER: A customer is any organization, agency, or person who uses or receives the product or services that USACE Districts and Regions provide.

FACT FINDING: Obtaining information in order to understand and evaluate a contractor or Architect-Engineer proposal and its assumptions, and to clarify any ambiguities, omissions or uncertainties in the proposal or statement of work prior to negotiations.

FEDERAL BUSINESS OPPORTUNITIES (FedBizOpps): A government publication that announces all solicitations and other contract actions valued at more than $25,000.

FEDERAL SUPPLY CODE (FSC): The FSC is a four-digit code used to classify every procurement action. This code is used in the advertisement process to categorize the type of construction activity being advertised. This helps identify a list of prospective bidders for the project. Those firms/suppliers which have filed information with the district indicating interest in any activity with an FSC identical to that of the project being advertised will automatically be notified with a copy of the Advance Notice. A list of codes is published in the Department of Defense Procurement Code Manual. This manual is available in the Contracting Function (CT).

FIELD CHANGE: A change that does not materially affect the requirements as shown in the approved design of the facility. A field change occurs when it is necessary to make minor revisions to the contract plans and specifications to adjust to actual field conditions encountered.

FIELD OFFICE: As applied to the Corps of Engineers, any area, resident, or project office managing contracts. (See Job Overhead.)

FINAL CONTRACT PAYMENT: The last payment made by the Government to a contractor for all work performed under the contract. This is accomplished by marking the last pay estimate with the word "Final."

FINAL DECISION: The contracting officer's Final Decision is a written document furnished the contractor under the provisions of the Disputes Contract Clause. It contains a "Findings of Fact" and the contracting officer's conclusions on the claim based on the Findings of Fact and notice of the Contractor's rights of appeal.

FINAL OR RECORD AS-BUILT DRAWINGS: The final product approved by the government and furnished to the customer.

FINAL REVIEW SUBMITTAL: The submittal of design documents that the designer believes to be 100% complete but the documents have not yet gone through the final review and subsequent correction of any errors or omissions.

FISCAL COMPLETION: The date all design and construction funds allocated to the project have been returned, Corps of Engineers Financial Management System (CEFMS) Work Item(s) closed and the CEFMS Construction-in-Progress (CIP) account transferred and closed.

FOR INFORMATION ONLY (FIO) SUBMITTAL: Contract submittals not required to be approved or accepted by the Government. The Government acts at its discretion only, and is not bound by contract to act upon ("F" Action Code – Receipt Acknowledged).

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FULL TIME EQUIVALENT (FTE): For budgeting and manpower purposes, an FTE is 2080 regular work hours. Overtime is reported separately.

FUNCTIONAL CHIEF: A name used in lieu of Division Chief.

FUNCTIONAL ORGANIZATION/OFFICE: Organization structure in which staff are grouped by technical

specialty or management approach. Typical functional organizations in USACE include Program Management, Engineering, Construction, Operations, Contracting, Real Estate, Resource Management, etc.

FUND ALLOCATION DOCUMENT (FAD): Provides direct funding to the District via the Program Budget Allocation System (PBAS).

FUNDED WORK ITEM (FWI): Element of work for which funds have been specifically identified.

FUNDS AVAILABLE: Funds available for commitment or obligation.

GOVERNMENT ACCOUNTABILITY OFFICE (GAO): The investigative arm of the U.S. Congress and the Congressional "watchdog" supporting the Congress in meeting its constitutional responsibility to the American people to help improve the performance and accountability of the federal government. The GAO responds to Congressional requests for oversight, review, and evaluation of federal agencies and recipients of federal funds. It is the agency having authority to make rulings on protests and unauthorized commitments.

GENERAL & ADMINISTRATIVE (G&A) OVERHEAD: Costs that are incurred for the general operation of the business that cannot be identified to a specific project or cost center. These costs are frequently referred to as home office expense.

GOVERNMENT APPROVAL (GA) SUBMITTAL: Construction contract submittals required to be approved or accepted by the Government. A submittal that is contractually required to be given Government approval or disapproval action ("G" action.)

GOVERNMENT-CAUSED DELAY: An action or inaction by the Government which results in a significant delay of a contractor's scheduled progress in completing work required under a contract. This is an excusable delay.

GOVERNMENT ESTIMATE (GE): Independent construction cost estimates prepared in as great of detail as the plans and specifications and as if the government were a fully equipped contractor in competition for the contract award. An independent estimate of time and price prepared by the Government prior to negotiations with a contractor on change orders and supplemental agreements.

GOVERNMENT FURNISHED PROPERTY (GFP): That property or equipment to be furnished to the contractor at a specified location and at a specified time by the Government at no cost to the contractor in accordance with contract clause FAR 52.245-1, Government Property.

GOVERNMENT PURCHASE CARD (GPC): A credit card program used to purchase goods and services required by the Districts and readily available in most communities.

HOME OFFICE OVERHEAD (HOOH): See "General and Administrative Overhead."

IMPACT COSTS: Impact costs are those costs related to the indirect effects of a change order where indirect effects may be described as nonstructural changes, ripple effect, or changes to the unchanged work.

IMPLEMENTATION DOCUMENT: Any document prepared for purposes of executing a project in accordance with its authorization. Examples are design documentation reports, plans and specifications.

INCH-POUND MEASURE SYSTEM (IP): A system of measurement based upon the yard and pound, commonly used in the United States, and defined by the National Institute of Standards and Technology.

INCIDENT: Any accident that occurred and that may result in the potential for, or for certain has resulted in: injury, fatality, damage to property or equipment, or vehicular damage, or that could result in

unfavorable criticism of the U.S. Army Corps of Engineers (USACE). There are several possible types of incidents, and all incidents will eventually be classified as one or a combination of them. They are property damage accident, a near miss accident, a lost time accident, or unfavorable criticism.

INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT: A specific type of contracting method used when there is a recurring requirement for a particular type of work or quantity of material, but the timing and/or full extent of the requirement is not certain at the time of contract award. The contract establishes all the terms for the type of work and materials during a fixed period and specific orders are placed when the need arises. IDIQ contracts include a guaranteed minimum and a maximum Not to Exceed (NTE) total value.

INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) FOR DESIGN BUILD. A construction IDIQ contract (whether single or multiple award) which allows the design and construction of a project to be accomplished by the same contractor under a single task order.

INDEPENDENT TECHNICAL REVIEW (ITR): A review by a qualified person or team, not affiliated with the development of a project/product, for the purpose of confirming the proper application of clearly established criteria, regulations, laws, codes, principles, and professional procedures. It includes the verification of assumptions, methods, and level of complexity of the analysis. It also verifies the evaluated alternatives, the appropriateness of data used, reasonableness of the results, and functionality of the product relative to the customer's requirements.

INDEPENDENT TECHNICAL REVIEW (ITR) CERTIFICATION: Process of certifying that an ITR was performed, requiring signatures of all design team members and ITR team members, followed by the Chief Engineering Division certifying that all issues resulting from ITR have been adequately considered.

INDEPENDENT TECHNICAL REVIEW TEAM (ITRT): An interdisciplinary group formed to perform the Independent Technical Review.

INDIRECT COSTS: Indirect costs are those costs that cannot be attributed to a single item or unit of construction work, i.e., overhead.

INDIRECT LABOR (IL): Burdened labor not charged directly to a project (i.e., G&A labor, DOH labor).

INDUSTRY STANDARDS: Standards prepared and published by national or international industrial organizations that are used to define products and product features. These range from detailing standards such as Architectural Graphics Standards, to design standards such as American Association of State Highway Transportation Officials, to product description manuals such as American Society for Testing and Materials.

INTERAGENCY ACQUISITION: A procedure by which an agency needing supplies or services (the requesting agency) obtains them from another agency (the servicing agency). [See FAR Part 17.]

INTERIM OR WORKING AS-BUILT DRAWINGS: The drawings that the contractor produces that depict the as-built condition of the facility or project.

INTERMEDIATE COMPLETION DATES: Dates established in a contract for completion of designated facilities or features of a facility before the date for completion of all work under the contract.

INTERNAL CUSTOMER: Any USACE Headquarters (HQUSACE), Regional, or District organization; or specific teams or individuals within such organizations, for which services or products are provided.

INTERNAL REVIEW PROCESS (TECHNICAL CHECK): Detailed review and design checks, which must be carried out as routine management practice. Such review includes checking basic assumptions and calculations. These checks are performed by staff responsible for the work, such as supervisors, work leaders, team leaders, or designated individuals from the senior staff and shall be performed prior to

Independent Technical Review of the deliverable. A design check should include a comprehensive evaluation of:

- The correct application of methods;
- Adequacy of basic data;
- Correctness of calculations (error free);
- Completeness of documentation;
- Compliance with guidance and standards; and
- Biddability, constructability, and operability

JOB ORDER CONTRACT (JOC): A type of Indefinite Delivery/Indefinite Quantity (IDIQ) contract as prescribed in AFARS 5117.90. An expedited construction procurement method that requires limited engineering effort to facilitate construction start. Job Order Contracting is a way for organizations to get numerous, commonly encountered construction projects done quickly and easily through multi-year contracts. JOC reduces unnecessary levels of engineering, design, and contract procurement time along with construction project procurement costs. With an emphasis on partnering and teamwork between owners and contractors, JOC provides the methodology to execute a wide variety of indefinite delivery, indefinite quantity, fixed price, multiple simultaneous orders for construction, renovation, rehabilitation and repair work for facilities and infrastructures. The JOC contractor provides "on call" construction services from concept to close-out.

JOB OVERHEAD: Indirect costs that are incurred on a project and can be attributed directly to the contract, such as maintaining a job office on site. Job overhead differs from direct costs in that job overhead costs are not allocable to a single work item but are distributed to the entire contract.

JOINT VENTURE: A formal arrangement in which two or more unaffiliated companies form a legal partnership to act as a potential prime contractor on an individual Government contract [FAR 9.601(1)].

LAB: Laboratory, either government or commercial, used for testing required under most U.S. Army Corps of Engineers (USACE) contracts.

LATENT DEFECT: A defect that exists at the time of acceptance but cannot be discovered by a reasonable inspection. [FAR 2.101]

LEAD DISTRICT: The District assigned project execution responsibility. In most cases, this is the geographic District based on the appropriation language. (See also Support District.)

LESSONS LEARNED: Past experiences, recognized potential problems, or better business practices that are captured and shared to (1) prevent the recurrence of repetitive design/construction deficiency, (2) warn of faulty design requirements/criteria, (3) clarify interpretation of guide specifications or standards, (4) reduce the potential for mistakes in high risk/probability areas of concern, (5) pass on information specific to an installation or project, and (6) promote a good work practice that should be promoted for repeat application.

LETTER OF INTENT (LOI): An expression of interest from Local or Cost Share Sponsor stating that the sponsor is ready, willing, and able to participate as a cost share sponsor for the potential Civil Works Project.

LIFE SAFETY/FIRE PROTECTION PLAN: Sheet in the project drawings of the building floor plan locating life safety, Americans with Disabilities Act (ADA), and/or fire protection elements from all disciplines. The elements shown are in the appropriate discipline project drawings; however, the life safety/fire protection plan brings all such elements together for review and representation of overall design intent for meeting Codes.

LIMIT OF AUTHORITY: The monetary amount stated in the delegation of ACO authority beyond which the ACO has no authority to act under the pertinent contract clause; or the authority set out by regulation

beyond which the designated person has no authority to act.

LIQUIDATED DAMAGES (LD): A compensation for probable actual damages the Government would incur if performance were not complete by the time specified in the contract.

LOCAL CONFIGURATION MANAGER (LCM): The individual who initiates projects in P2.

MAJOR SUBORDINATE COMMAND (MSC) MISSIONS AND FUNCTIONS: A division or region under Headquarters USACE. Division offices are focused on creating conditions for success that enable the achievement of missions through the accomplishment of command and control, regional interface, program management, quality assurance, and operational planning and management.

The Regional HQ level is focused on the operational planning and management of the regional civil works and military programs, regional program management including budget development and defense, regional relationships, and quality assurance. Regional HQs have responsibility and authority to utilize all regional resources efficiently and effectively, consistent with law, to execute the regional missions emphasizing regional focus areas. The Regional HQ, through exercising its quality assurance responsibility, ensures that appropriate quality control processes and systems are in place within the region to achieve quality projects and products that meet the expectations of USACE's partners and stakeholders.

MANAGEMENT INFORMATION SYSTEM (MIS): System used by the contractor to manage the planning, scheduling, cost estimating, budgeting, accounting, quality assurance, procurement, material management, and financial aspects of a project.

MARKET RESEARCH: Collecting and analyzing information about capabilities within the market to satisfy agency needs. [FAR 2.1.101] Continuous process of gathering data on the market's capabilities and business practices. As project complexity increases, the market research complexity increases as well.

MATRIX ORGANIZATION: Any organizational structure in which individuals share a responsibility within their organization and as responsible members assigned to teams.

MATRIX TEAM: Group of people working across organization boundaries for a common purpose.

MCA: Military Construction Appropriation.

MEMORANDUM OF AGREEMENT (MOA): A written agreement between the U.S. Army and another Federal agency, State or local government, for transferring a technical mission to USACE.

MEMORANDUM OF UNDERSTANDING (MOU): Written responsibilities and procedures to follow during transfer of the facilities and during all warranty periods established by USACE Construction Agent (CA) for each customer.

MENTORING: Guiding and assisting in development of individual and group skills to enhance performance, by freely giving the benefits of one's knowledge and experience to others.

METRIC MEASUREMENT SYSTEM INTERNATIONALE (SI): The International System of Units (Le Systeme International d'Unites [SI]) of the International Bureau of Weights and Measures. The SI units are listed in Federal Standard 376B, Preferred Metric Units for General Use by the Federal Government.

MICRO-COMPUTER AIDED COST ESTIMATING SYSTEM (MCACES) ESTIMATE: An integrated cost estimating program for providing cost estimates.

MILITARY DESIGN OR CONSTRUCTION DIRECTIVE: A Work Authorization Document (WAD) that authorizes type of work to be accomplished.

MILITARY INTERDEPARTMENTAL PURCHASE REQUEST (MIPR). DD Form 448. Used to transfer funds between DoD activities and agencies.

MILLER ACT: Federal statute (40 U.S.C. 270a-f) that requires contractors to obtain and maintain performance and payment bonds on federal construction contracts.

MIPR ACCEPTANCE: DD Form 448-1

MODIFICATION (MOD): Any written change to a contract whether unilateral or bilateral. A modification is a formal document (SF 30) that alters the contract specifications, delivery point, rate of delivery, contract period, price, quantity, contract clause or any written part of an existing contract. This includes administrative changes.

MULTIPLE AWARD TASK ORDER CONTRACT (MATOC): An Indefinite Delivery/Indefinite Quantity (IDIQ) contract for the same or similar supplies or services that is awarded to two or more sources from the same solicitation with the intent of competing task order requirements among all awardees in accordance with DFARS 216.505-70.

NATIONAL CONTRACTING ORGANIZATION (NCO): The organization responsible for providing contracting services to USACE and its customers. The NCO is an integrated network of contracting offices that spans the globe – 57 sites in the Continental United States (CONUS) and Hawaii, Alaska, Korea, Japan, Germany, Kuwait, Afghanistan, and Iraq. Members of the NCO serve as business advisors and play a critical role in the planning and execution of USACE projects.

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) DOCUMENTATION: Documentation prepared in accordance with NEPA that serves to ensure that the natural aspects of the environment are protected.

NATIONAL REGISTER OF HISTORIC PLACES: National register of significant historic properties, which includes any prehistoric or historic district, site, building, structure or object that may be significant for their historic, architectural, engineering, archeological, scientific or other cultural values, and may be of national, regional, state, or local significance. The term includes artifacts, records, and other material remains related to such a property or resource.

NEGOTIATION: The process of arriving at a mutually agreeable price and time adjustment for additions or deletions to an existing contract. It may include cost and/or price analysis, audit or other techniques.

NORMAL WEATHER: That kind of weather which could be expected for a period of time based upon the weather experience of the locale. It is usually calculated by averaging weather data over a ten year period.

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS): The NAICS has replaced the U.S. Standard Industrial Classification (SIC) system. NAICS was developed jointly by the U.S., Canada, and Mexico to provide comparability in statistics about business activity across North America. The NAICS code is used in the classification of establishments by type of activity in which they are engaged. For instance, NAICS Codes beginning with the numerals 23 all deal with some form of construction activity. NAICS code 23511 identifies a special trade contractor primarily engaged in plumbing, heating, air-conditioning, and similar work. NAICS codes are assigned by the Contracting Function (CT).

NOTICE TO PROCEED (NTP): A formal notice to the contractor to proceed with work under an awarded contract, after receipt of bonds, insurance or other required documents. The document authorizes the contractor to begin performance. NTP's are generally used for construction contracts.

NOVATION AGREEMENT: A legal instrument executed by (a) the contractor (transferor), (b) the successor in interest (transferee), and (c) the Government by which, among other things, the transferor guarantees performance of the contract, the transferee assumes all obligations under the contract, and

the Government recognizes the transfer of the contract and related assets.

NO-YEAR APPROPRIATION: An appropriation account that is available for incurring obligations until exhausted, or the purpose for which it was designated is accomplished.

OBLIGATE FUNDS: An obligation occurs when the contracting officer (KO) or the administrative contracting officer (ACO) physically signs a contract, task order or contract modification. It results in a valid charge against the funds involved. See also "Commit Funds" and "Prevalidate Funds." Once the obligation is made, it must be recorded in the Corps of Engineer Financial Management System (CEFMS).

OBLIGATION: Any act that legally binds the United States Government to make payment. A legal liability of the Government established as a result of an order placed, contract awarded, services received, and similar transactions during a given period requiring disbursements; and which, under the specified conditions of the transactions, will result in a valid charge against the appropriation or fund involved.

OFFER: A promise by one party to act in a certain manner provided the other party will act in the manner requested.

OFFER/BID: A response to a solicitation that, if accepted, would bind the offeror to perform the resultant contract. Responses to invitations for bids (sealed bidding) are offers called "bids" or "sealed bids"; responses to requests for proposals (negotiation) are offers called "proposals"; however, responses to requests for quotations (negotiation) are not offers, but are called “quotations.” For unsolicited proposals, see FAR 15.6. [FAR 2.101]

OPERATIONS: Within USACE, the organization that operates and maintains facilities and services that provide river and harbor navigation, flood damage reduction, water supply, hydroelectric power, recreation, environmental and fish and wildlife sustainment, restoration and protection. Its Regulatory mission protects the nation’s waterways and wetlands; and it undertakes disaster relief and recovery work through its Emergency Management/Readiness function.

OPERATIONS AND MAINTENANCE (O&M) PROJECT: Project funded with Operation and Maintenance funds of the customer.

OPTION: A unilateral right in a contract by which, for a specified time, the Government may elect to purchase additional supplies or services called for by the contract, or may elect to extend the ordering period of an IDIQ contract.

ORDERING OFFICER (OO): An individual who is appointed by the contracting officer (KO) who is authorized to sign delivery orders or task orders for pre-priced line items in an IDIQ contract.

OVERALL ACQUISITION STRATEGY (OAS): A compilation of the organization’s projected workload by program and by fiscal year (FY). The OAS is distributed to local managers for the current fiscal year (CFY) and two years into the future (CY+0 through CY+2). The Overall Acquisition Strategy is initiated prior to the upcoming FY and is reviewed at least semi-annually on an organization/district/division-wide programmatic level.

OVERHEAD (OH): See "General and Administrative Overhead" "Home Office Overhead" (HOOH), "Job Overhead", and "Field Office Overhead" (FOOH).

OVERRUN IN QUANTITY: The actual quantity of work performed by a contractor which exceeds the estimated amount shown in the bid schedule of the contract.

PARTNERING: Formation of a cohesive, mutually beneficial working relationship between the Government, the customer, the contractor and its subcontractors, and other stakeholders in order to build cooperative relationships, avoid or minimize disputes, and actively pursue the attainment of common

goals.

PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM (PPIRS): The DoD automated system that collects and maintains all contractor past performance evaluations from the Contractor Performance Assessment Reporting System (CPARS), Construction Contract Administration Support System (CCASS) and Architect-Engineer Contract Administration Support System (ACASS) for services, construction and architect-engineer contract actions, respectively.

PATENT DEFECT: A defect in the work which can be observed by reasonable inspection.

PAYMENT BOND: A bond which is executed in connection with a contract and which secures the payment of all persons supplying labor and material in the prosecution of the work provided for in the contract.

PERFORMANCE BOND: A bond which is executed in connection with a contract and which secures the Government for performance and fulfillment of all the undertakings, covenants, terms, conditions, and agreements contained in the contract.

PERFORMANCE-BASED CONTRACTING: Structuring all aspects of an acquisition around the purpose of the work to be performed with the contract requirements set forth in clear, specific, and objective terms with measurable outcomes as opposed to either the manner by which the work is to be performed or broad and imprecise statements of work. [FAR 2.101]

PERFORMANCE EVALUATION (A-E): A detailed evaluation of Architect-Engineer (A-E) performance, prepared by the Design Project Engineer/Architect (PE/A) and approved by the Chief, Engineering Division at the end of the A-E design initiative. Also another evaluation occurs at the end of construction prepared by the Construction Field Representative and approved by the Chief, Engineering Division. All evaluations are entered into the A-E Contract Administration Support System (ACASS) files. An interim evaluation may also be prepared as deemed necessary.

PERMIT: Basic permission to enter upon government property. Does not grant any other rights.

PHYSICAL COMPLETION: Considered accomplished when the construction contractor completes all work required by the contract, and provides contractual required documents (equipment lists, operations and maintenance (O&M) manuals, closure reports) and training to the user, **or** when the U.S. Army Corps of Engineers (USACE) accepts the project for beneficial occupancy, whichever occurs first. An asset is considered physically complete even if the asset is not serving its intended purpose because the asset is interdependent on another asset, or because of circumstances such as weather, season, etc.

PLANNING AND DESIGN ANALYSIS (PDA): All the planning and design activities to demonstrate that Federal participation is warranted in certain types of Continuing Authorities Program (CAP) projects; no formal report is required. A PDA is used for Section 204, 206, and 1135 projects with Federal costs less than $1M; and for Section 14 and 208 projects. A Preliminary Restoration Plan is not considered a decision document.

PLANS: Drawings, a graphic representation, for the construction to be accomplished by a contract.

PLANT IN SERVICE (PIS): Administrative action to change Construction in Progress (CIP) cost to U.S. Army Corps of Engineers (USACE)-owned asset cost upon completion of the asset acquisition/construction.

PREAWARD SURVEY (PAS): An evaluation of a prospective contractor's capability to perform a proposed contract based upon criteria described at FAR 9.104.

PRE-CONSTRUCTION ENGINEERING AND DESIGN (PED): Engineering and design phase of a civil works project that typically is authorized after approval of a feasibility study. Design Documentation

Report (DDR) level and final plans and specifications are developed in this phase, prior to a construction contract.

PRELIMINARY REVIEW SUBMITTAL: Any submittal prior to the Final Submittal.

PRENEGOTIATION OBJECTIVE MEMORANDUM (POM): Memorandum which sets forth the significant details of the proposed contracting action and the cost objectives the contracting officer proposes to pursue. The POM should demonstrate that the negotiator is adequately prepared to enter negotiation.

PRESELECTION BOARD: A team, comprising District professional staff that determines which Architect-Engineer (A-E) firms are highly qualified and have a reasonable chance of being considered as most highly qualified by the Selection Board, based upon all responses to the District's public solicitation.

PREFERRED PROCEDURE: Agreement on the cost and/or time requirements of a change order prior to issuing a Notice to Proceed.

PREVALIDATE FUNDS: The activities associated with assuring that funds are available for the execution of a proposed modification. For any given proposed modification, prevalidation of funds includes checking to see that funds are available and informally reserving the amount of funds anticipated to be needed to execute the proposed modification. (Other terms sometimes used to describe these activities are "commit-funds, "reserve funds," "confirm availability of funds," and "budget funds.") See also "Commit Funds" and "Obligate Funds.

PRICE ADJUSTMENT: A change to the established price of the contract arrived at by mutual agreement between the Government and contractor and implemented by a contract modification.

PRICE ANALYSIS: Process of examining and evaluating a prospective price without evaluation of the separate cost elements and proposed profit.

PRICE NEGOTIATION MEMORANDUM (PNM): Memorandum setting forth the principal elements of the negotiation for inclusion in the contract file. The document is used to support the contracting officer's determination of fair and reasonable price for new contract awards and/or contract modifications arising from changes which require adjustment of contract price and time.

PRIME CONTRACTOR: The party with which the Government contracts.

PROCESS: A series of actions, tasks, or procedures with a common objective to achieve an end or result.

PROCUREMENT FRAUD: Any matter pertaining to contracts or solicitations which involves actual or potential commission of fraud by contractor or government employees. Fraud consists of any intentional deception of DOD (including attempts and conspiracies to effect such deception) for the purpose of inducing DOD action or reliance on that deception. Such practices include, but are not limited to, the following: bid-rigging; making or submitting false statements; submission of false claims; use of false weights or measures; submission of false testing certificates; adulterating or substituting materials; or conspiring to use any of these devices.

PRODUCTION CENTER: A Regional Business Center (RBC) production center (e.g. Center of Standardization (COS), Center of Excellence (CX), or Design Center) produces products and services like engineering, design, planning, and support services for delivery at the points of service. Production Centers are designated nationally and regionally.

PROFESSIONAL ACCOUNTABILITY: This is a term specifically developed for this procedure that represents a level of demonstrated design competency that would be expected of a registered design professional (engineer, architect, or technician) operating within acceptable standards as set forth by applicable state registration authority. The definition does not include the concept of design responsibility

from a legal standpoint (civil or criminal liability) or design liability from a financial standpoint but does include the concept of design acceptability from a state licensing board's perspective. The concept of professional accountability is used as a measurement of adequate performance for those individuals providing architectural or engineering design functions. This standard does not require professional registration but does require performance that is equivalent to that required of a registered professional.

PROGRAM: A collection of related projects, services, routine administrative and recurring operational processes, or some mixture of these, which are managed in a coordinated way to obtain benefits and control not available from managing them individually. Programs may be categorized by funding source, customer, similarity of scope, or other common criteria for which resources are allocated and collectively managed.

PROGRAM BUDGET ALLOCATION SYSTEM (PBAS): Utilized by the Army to distribute funding provided by the different appropriations to the Major Army Commands (MACOMs) and subordinate commands.

PROGRAM MANAGEMENT: The centralized, coordinated management of programs within available resources, in accordance with applicable laws, policies, and regulations, to achieve strategic benefits and objectives. Under program management, programs, projects and non-project activities are aggregated for oversight and direction by the organization's senior leadership.

PROGRAM MANAGEMENT PLAN (PgMP): A formal, approved, living document used to define program requirements and expectations, including accountability and performance measurements, and guide program execution and control.

PROGRAMMED AMOUNT (PA): Funding scheduled for a specific fiscal year.

PROJECT: A temporary endeavor undertaken to create a unique product, service, or result. Internal services are discrete projects when they are unique and non-recurring.

PROJECT CHANGE: A change that occurs where the project would no longer comply with a commitment made in the Project Management Plan (PMP). This includes changes that affect the scope, cost, schedule, quality expectations, or risks of the project or other project parameters as defined in the PMP, such as Project Delivery Team (PDT) members or resource commitments, risk or communication strategy, etc. A change that, by itself, would be considered a Product Change but that, in the context of the entire project, would cause a subsequent adverse effect on the commitments defined in the PMP, may be defined as a Project Change.

PROJECT COOPERATION AGREEMENT (PCA). A legally binding agreement between the Federal government and a non-Federal entity (sponsor) that recites items of local cooperation and the cost sharing requirements necessary for the Federal Government to undertake water resources projects. It is required for all civil cost-shared projects, except where exempted by law.

PROJECT DELIVERY TEAM (PDT): The team, led by a project manager, composed of everyone necessary for successful development and execution of all phases of the project. The PDT may be drawn From more than one USACE district or activity and may include specialists, consultants/contractors, stakeholders, or representatives from other federal and state agencies. Team members are chosen for their skills and abilities to successfully execute a quality project, regardless of their assigned functional or geographic locations within USACE. The team will expand to include all necessary expertise on a specific issue and may include a vertical aspect encompassing the Major Subordinate Command (MSC) and headquarters.

PROJECT ENGINEER/ARCHITECT (PE/A): The engineering design team leader. The PE/A represents Engineering and the design team on the project team.

PROJECT FUNDS: Monies received by a district to finance the execution of projects. These monies

may be in the form of direct appropriations, reimbursable orders, cash, local cost share, in-kind contributions, etc.

PROJECT MANAGEMENT: The application of knowledge, skills, tools, and techniques to project activities in order to meet project requirements.

PROJECT MANAGER (PM): Assigned to achieve the project objectives, the person who manages scope, schedule, quality and budget while leading a project delivery team (PDT). Project managers may be assigned to any organization or geographic element.

PROJECT MANAGEMENT BUSINESS PROCESS (PMBP): A fundamental subset of the USACE business process used to deliver quality projects. It reflects the USACE corporate commitment to provide "customer service" that is inclusive, seamless, flexible, effective, and efficient. It embodies communication, leadership, systematic and coordinated management, teamwork, partnering, effective balancing of competing demands, and primary accountability for the life cycle of a project. More information may be found on the USACE PMBP portal .

PROJECT MANAGEMENT PLAN (PMP): A formal, approved, living document used to define requirements and expected outcomes and guide project execution and control. Primary uses of the PMP are to facilitate communication among participants, assign responsibilities, define assumptions and document decisions to establish baseline plans for scope, cost, schedule and quality objectives (including acquisition strategy when acquisition is required), against which performance can be measured, and to adjust these plans as actual dictate. The PMP is developed by the project delivery team (PDT).

PROJECT REVIEW BOARD (PRB): A group of Senior District Leaders, generally Department heads, chaired by the Deputy District Engineer for Project Management, who meets each month to review certain large, high visibility projects, program and performance indicators.

PROJNET3 (PROJect extraNet): A web service that allows the secure exchange of design and construction information among authorized business partners in the context of specific business processes. It was developed by the U.S. Army Engineer Research and Development Centers Construction Engineering Research Laboratory (CERL) and hosts a number of specific applications; the most widely used of these applications are the Design Review and Checking System (DrChecks), Filer (a file exchange program), and the Design Quality Lessons Learned (DQLL) repository.

PROPOSAL: An offer by a contractor, in response to a request for proposal (RFP) issued by the Government for a new requirement or for the purpose of requesting an equitable adjustment for a change to an existing contract.

PROPOSAL REVISION: A change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer, as the result of negotiations.

PUBLIC LAW (PL): A public bill or joint resolution that has passed both the House and Senate and has been enacted into law.

PURCHASE ORDER (PO): When issued by the Government, means an offer by the Government to buy supplies or services, including construction and research and development, upon specified terms and conditions, using simplified acquisition procedures as authorized by FAR 13. [FAR 2.101]

PURCHASE REQUEST AND COMMITMENT (PR&C): The primary electronic funding document prepared, approved and certified within the Corps of Engineers Financial Management System (CEFMS) to acquire goods and services.

QUALITY: The degree to which a set of inherent characteristics fulfills requirements. For the USACE National Contracting Organization (NCO) quality means providing the right contracting service at the right time thoroughly, precisely, and accurately. The essence of quality for USACE contracting professionals is

to do the right thing right the first time, and to provide a useful service that furthers the mission and meets professional acquisition standards of competence.

QUALITY ASSURANCE (QA): The means by which the Government fulfills its responsibility in assuring that the quality control is functioning, and assures the completed product complies with the contract through reviews, inspections and tests.

That part of quality management focused on providing confidence that quality requirements of a project, product, service, or process will be fulfilled. QA includes those processes employed to ensure that quality control (QC) activities are being accomplished in accordance with planned activities and that those QC activities are effective in producing a product that meets the desired end quality.

QUALITY ASSURANCE COORDINATOR (QAC)/QUALITY MANAGER (QM): A person assigned responsible for coordinating quality within and across offices or an organization. Responsible for tracking, forwarding, and reporting on quality issues or matters to the organization or to functional offices/CoPs.

QUALITY ASSURANCE PLAN (QAP): A document that identifies the Government's role in assuring that the final product complies with contract requirements.

The QAP is a component of the Quality Management Plan (QMP) and Project Management Plan (PMP) and is prepared by the Project Delivery Team (PDT) during the project planning phase. It is a written plan that defines how quality assurance will be executed on products that are completed with another District, government agency, or A/E resources.

QUALITY ASSURANCE REPRESENTATIVE (QAR): Government or Construction Management Services (CMS) employee whose duties include monitoring and reporting contractor's daily activities and Quality Control (QC) system.

QUALITY ASSURANCE TEAM (QAT): The group of individuals involved in performing the Quality Assurance (QA) activities identified in the Quality Assurance Plan (QAP).

QUALITY CERTIFICATION: Formally signed certification document attesting to completion of the so-specified Quality Control (QC) or Quality Assurance (QA) activities and responsibilities.

QUALITY CONTROL (QC): That part of quality management focused on fulfilling quality requirements of a project, product, service, or process. It includes those processes used to ensure performance meets agreed upon customer requirements that are consistent with law, regulations, policies, sound technical criteria, schedules, and budget.

QUALITY CONTROL PLAN (QCP): The Quality Control Plan is a component of the Quality Management Plan (QMP) and Project Management Plan (PMP). The QCP is a written plan that defines how quality control will be executed for products.

QUALITY MANAGEMENT (QM): The coordinated activities to direct and control an organization with regard to quality.

QUALITY MANAGEMENT PLAN (QMP): The document specifying which procedures and associated resources shall be applied by whom and when to a specific project, product, process, or contract. A QMP is generally one of the results of quality planning that identifies processes.

QUALITY MANAGEMENT REPRESENTATIVE (QMR): The District/Lab/Center or MSCs person responsible for monitoring quality control, usage of the QMS, and reporting daily QMS activities. A QMR shall appoint to serve as primary points of contact for QMS training and implementation within individual USACE Region, District, Center, Lab, and HPO organizations. A QMR function may be assigned to an employee to accomplish the local QMS activities.

QUALITY MANAGEMENT SYSTEM (QMS): Management system to direct and control an organization with regard to quality. QMS is a set of interrelated or interacting elements that uses a process approach to manage and control how quality policies are implemented and quality objectives are achieved. A process-based QMS is a network of interrelated and interconnected processes.

QUOTATION: A response to a request for quotation (RFQ) issued under authority of FAR 13, simplified acquisition procedures. Quotations are not legally binding unless the Government makes an offer via purchase order (DD 1155) and the contractor performs or accepts in writing.

READY TO ADVERTISE (RTA): Normally, the project is ready-to-advertise (RTA) when all the BCOE certification comments have been responded to by the designers in writing, incorporated into the design and certified by the construction district. This should occur on the date shown in the approved project Schedule. If a project has a shortened schedule, the PM and PE/A can agree to an Early Release of Product, and sign an internal document. If this is the case, BCOE Certification does not have to be complete before the project is Ready to Advertise. The project may be advertised and issued for construction early, with the clear understanding that BCOE Certification must occur before bids or proposals are opened by Contracting Division.

REAL ESTATE MANAGEMENT INFORMATION SYSTEM (REMIS): USACE-owned Real Property Inventory.

REDZONE MEETING: Meeting held by the Project Development Team 60 days prior to Beneficial Occupancy Date (BOD) to ensure timely completion and close-out for Military Construction (MILCON) projects. (See ECB 2004-21, MILCON Project Close-out, The RedZONE Meeting.) Meeting is also required for Civil Works projects if included in the Project Management Plan (PMP).

REGIONAL ACQUISITION STRATEGY BOARD (RASB): A business forum which assesses regional acquisition matters to include division-wide shared needs and tools, facilitates development of overall acquisition strategy plans, and identifies opportunities for small business. The RASB is responsible for recommending contracting methods and capabilities to enhance mission execution, better support customers, and other items of concern relative to the acquisition mission of the Regional Business Center (RBC).

REGIONAL BUSINESS CENTER (RBC): A Major Subordinate Command (MSC) and its districts acting together as a regional business entity. This vertical and lateral integration of organizational capabilities, resource sharing, technical expertise, project management, and project delivery broadens and enhances the range of services and quality within the region.

REGIONAL COMMAND COUNCIL (RCC): The guiding corporate body of the Division (Major Subordinate Command –MSC) which provides the primary forum for making regional decisions that require region-wide Command-level attention and participation.

REGIONAL CONTRACTING CHIEF (RCC): The senior contracting official within the region, and the managerial arm for the delivery of contracting services across the region (Major Subordinate Command – MSC). Primary responsibilities include acquisition strategy, manpower management, manpower development, budget development, process standardization, and policy dissemination and implementation.

REGIONAL INTEGRATION TEAM (RIT): Cross-functional teams at HQUSACE that facilitate resolution of issues and champion Regional Business Center (RBC) causes.

REGIONAL MANAGEMENT BOARD (RMB): Responsible for managing coordination within the Regional Business Center (RBC) on regional and operational matters, cross talk between individual districts and functions, and seeking greater regional effectiveness. It has the responsibility and authority to decide on workload and workforce management and adjustments, on standard business practices and

organizations within the RBC (and across districts), and on other common regional business issues.

REGIONAL PROJECT EXECUTION: Completing major technical milestones such as plans and specifications in the design phase for a project. Milestone completion may be inclusive of all technical milestones for an entire project scope of work when work sharing an entire project to a support District; or, it may be completion of major features of the project scope of work within one support District or through a combination of support Districts. The key element is involvement of at least one support District during the E&C technical phases of a project's planning, engineering, construction, and operations and maintenance.

REGIONAL PROGRAM AND BUDGET ADVISORY COMMITTEE (RPBAC): A resource business forum that focuses on the development and issuance of planning, programming and operating budget execution guidance, and aligns regional budget formulation with strategic objectives. It is the backbone/vehicle for setting appropriate rates, establishing affordable and appropriate objective organizations, and operating within those parameters. A forum to arrive at regional solutions to fiscal challenges and ensures the Regional Business Center (RBC) operates as a single regional business entity.

REGIONAL PROGRAM REVIEW BOARD (RPRB): A business forum that reviews the Civil Works and Military programs and projects, provides current year workload management and advises the Division Commander on issues that have a regional impact. The RPRB focuses on adapting effective, efficient, and consistent business practices that deliver quality products and services in a timely manner to its customers.

REGIONAL RATES: Overhead rates every district in the Region charges their customers. If the district rate is greater than the regional rate, the district is receiving from the Region. If the district rate is less than the regional rate, the district is contributing to the Region. Regional rates are computed based on each district's target rates.

REIMBURSABLE FUNDS: For the purpose of this procedure, a funding document used by a customer to provide the U.S. Army Corps of Engineers (USACE) with funds for a project (typically, Military Interdepartmental Purchase Request (MIPR)).

REIMBURSABLE ORDERS: Reimbursable orders get their name from the fact that they are actually the accounts of others in the federal government, and those agencies provide obligation authority via a funding document [Military Inter-departmental Purchase Request (MIPR)]. When U.S. Army Corps of Engineers (USACE) accepts this reimbursable order, it must be initially financed because USACE will incur costs and then bill USACE's customers for reimbursement at the end of the month.

REQUEST FOR INFORMATION (RFI): A request from the contractor for clarification of construction contract terms, extension of design, additional or missing information or deviations that may or may not require a contract modification.

REQUEST FOR PROPOSAL (RFP): A request for proposal (RFP) is an invitation for offerors to submit a proposal on a specific commodity or service. RFPs are used for either sole source acquisitions or competitive negotiations. RFPs are used when factors other than price will be considered in the source selection decision. Authorized and guided by Far 15, Contracting by Negotiation. For modifications, the RFP accompanies the description of change and asks the contractor to provide a proposal on the cost/time related to the additional/deleted work requirements.

REQUIREMENT: Need or expectation that is stated, generally implied, or obligatory.

RESIDENT MANAGEMENT SYSTEM (RMS): An electronic management system used in Construction Division (CD) offices to aid in tracking and managing various aspects of a construction project.

RESIDENTIAL COMMUNITIES INITIATIVE (RCI): A method of acquiring residential military housing at or near an installation separate from Military Construction.

RESOURCE MANAGEMENT (RM). RM is responsible for issuance of all procedures relative to the acceptance and control of funds applicable to reimbursable work.

RESOURCE MANAGEMENT BUDGET ANALYST (RMBA). The RMBA will financially accept reimbursable work (MIPR) only after they have ensured that the appropriate source of funds is provided for the work to be performed.

RESOURCE PROVIDER: Any organization, or part of an organization, that is responsible for determining the availability of resources for project delivery teams or program delivery teams utilizing resource information in P2. Resource providers can be first line supervisors, middle managers, chiefs of design branch, chiefs of hydraulics branch, etc.

REVIEW BOARD. Team consisting of Chiefs of Engineering and Construction and District Counsel that determines whether or not to pursue claim of Architect/Engineer (A/E) responsibility against an A/E on applicable federal contracts.

RIGHT OF ENTRY (ROE): A written instrument, binding on all parties, which provides authority to enter on certain premises to perform specified acts, without acquiring any estate or interest in the property.

RIGHT-OF-WAY (R/W): A general term indicating all lands, easements (temporary and permanent), and other interests in lands required for a project. Right-of-way is often abbreviated as R/W, and Construction Easements as C/E.

RISK MANAGEMENT PLAN: Planning for the systematic process to identify, analyze, and respond to risk throughout the entire project life cycle. A risk analysis is performed for five categories of project risk: scope, quality, schedule, and cost along with safety and health risk. The level of detail of the risk analysis and Risk Management Plan is based on the complexity of the project. The Risk Management Plan is a supporting document of the Project Management Plan (PMP).

RULE 4 FILE: Exhibits to Findings of Fact/Contracting Officer Final Decision. Within 30 days of receipt of an appeal, or notice that an appeal has been filed, the contracting officer shall assemble and transmit to the Board an appeal file consisting of all documents pertinent to the appeal, including: (1) the decision from which the appeal is taken; (2) the contract, including pertinent specifications, amendments, plans, and drawings; (3) all correspondence between the parties relevant to the appeal, including the letter or letters of claim in response to which the decision was issued; (4) transcripts of any testimony taken during the course of proceedings, and affidavits or statements of any witnesses on the matter in dispute made prior to the filing of the notice of appeal with the Board; and (5) any additional information considered relevant to the appeal. Within the same time above specified the contracting officer shall furnish the appellant a copy of each document he transmits to the Board, except those in subparagraph (a)(2) above. As to the latter, a list furnished appellant indicating specific contractual documents transmitted will suffice.

SCOPE: The description of products and/or services to be provided.

SEALED BIDDING: A competitive method of contracting that employs competitive bids, public opening of bids, and awards. Authorized and guided by FAR 14, Sealed Bidding.

SEAT MANAGEMENT: A USACE-wide standard, flat rate method of charging for support provided to each workstation/office occupied by a nationalized function personnel.

SECTION 8(a) BUSINESS DEVELOPMENT PROGRAM: Section 8(a) of the Small Business Act, 15 U.S.C. 637(a), established a program that authorizes the Small Business Administration (SBA) to enter into contracts with designated Federal agencies and let subcontracts for performing those contracts to firms eligible for program participation and to assist eligible small disadvantaged business concerns to compete in the American economy through business development. Contracting actions may be sole source or competitive and may include supplies, services, construction and commercial items. Architect-

Engineer (A-E) contract actions are competitive only in accordance with FAR Part 36.6 and the Brooks Act. DoD has specific authority to enter directly into an 8(a) contract with the selected contractor without a three-party (tri-partite) contract including the SBA.

SECTION 852 INTERN: Interns paid for by Defense Acquisition Workforce Development Fund (Section 852). These interns are on the District rolls.

SELECTION BOARD: A team, comprising District professional staff, that evaluates and recommends a "top three" slate of Architect/Engineer (A/E) firms, in order of preference, to the Chief, Engineering Function for selection.

SERVICE CONTRACTS: Contracts that directly engage in the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply.

SERVICE WAGE RATE DECISION: These are a type of wage rate decision also issued by the U.S. Department of Labor which covers activities covered by the Service Contract Act. Most service wage rate decisions are issued as special decisions and may require several weeks to obtain. Service wage rates are significantly less than Davis Bacon rates and it is critical that the contract be accurately classified as to type. The classification of contract type is not always apparent.

SIMPLIFIED ACQUISITION PROCEDURES (SAP): The methods prescribed in Part 13 for making purchases of supplies or services. [FAR 2.101]

SINGLE AWARD TASK ORDER CONTRACT (SATOC): An Indefinite Delivery/Indefinite Quantity (IDIQ) contract for supplies or services awarded to one contractor.

SOLE SOURCE ACQUISITION: A contract for the purchase of supplies or services that is entered into or proposed to be entered into by an agency after soliciting and negotiating with only one source. [FAR 2.101]

SOLICITATION (SOL): Any request to submit offers (proposals or bids) or quotations to the Government. Solicitations under sealed bid procedures are called "invitations for bids" (IFB) and are authorized by FAR 14. Solicitations under negotiated procedures are called "requests for proposals" (RFP) and are authorized by FAR 15. Solicitations under simplified acquisition procedures are called "requests for quotation" (RFQ) and are authorized by FAR 13.

SOLICITATION PROVISION OR PROVISION: Instructions or representations/certifications used only in solicitations and are removed at contract award. [FAR 2.101]

SPECIAL CONTRACT REQUIREMENT (SCR): Provisions of a contract relating conditions peculiar to a specific contract.

SPECIAL PROJECT: Any project not generating normal design flow deliverables or fitting the normal programming cycle, e.g. "yank-a-tank,", Job Order Contract (JOC), and other miscellaneous projects or requests for service funded by a customer.

SOURCE SELECTION: The process used in competitive, negotiated contracting to select the proposal that offers the best value to the Government using price and other factors in accordance with FAR 15.

SOURCE SELECTION AUTHORITY (SSA): The Government official responsible for selecting the source(s) in a negotiated acquisition.

SOURCE SELECTION EVALUATION BOARD (SSEB): A team of specialists skilled in disciplines related to the technical requirements of the solicitation. The SSEB individually evaluates proposals against the requirements of the solicitation.

SOURCE SELECTION PLAN (SSP): The SSP is the written plan to conduct the source selection process using FAR 15, Competitive Negotiation Procedures.

SPECIFICATIONS: A detailed precise presentation of a plan or proposal; statement of legal particulars such as contract terms.

SPONSOR: A non-Federal entity (state, municipal government, flood control district, etc.) that shares the costs of U.S. Army Corps of Engineers (USACE) water resources studies and projects with the Federal Government (the USACE) in accordance with the cost sharing requirements outlined in Federal laws. See Project Cooperation Agreement (PCA).

STAKEHOLDERS: Individuals and organizations who are involved in or may be affected by the project.

STANDING OPERATING PROCEDURE (SOP): Joint procedure written and agreed to by both parties. Although they are not contractually binding (as Advance Agreements [AAs] are), they are followed by both parties.

STOP WORK ORDER: Order issued by the contracting officer or his authorized representative to suspend all or a portion of the work under service (including construction) contracts.

SUBCONTRACTOR (SUBK): A secondary contractor under contract with the prime contractor undertaking some of the obligations of a primary contractor, and is not an affiliate nor in a joint venture partnership with the prime contractor.

SUBJECT MATTER EXPERT (SME): Individual considered most knowledgeable in a particular field or subject matter. Takes responsibility to write or helps in developing articles, papers, or a process. May be called upon to provide responses to comments or questions related to a particular field of knowledge or a process, and can be considered a subject matter expert in that field or the process.

SUPPLEMENTAL AGREEMENT (Bilateral modification): A Contract modification that is signed by the contractor and the contracting officer.

SUSPENSION OF WORK (CONSTRUCTIVE): An act or failure to act by the Government which is not a directed suspension of work but which has the effect of delaying, interrupting, or suspending all or any part of the work.

SUSPENSION OF WORK (DIRECTED): Actions resulting from an order of the contracting officer to delay, interrupt, or suspend all or any part of the work under a construction contract for a given period of time for the convenience of the Government.

SUPPORT DISTRICT: The District performing work for the Lead District.

SUPPORT FOR OTHERS (SFO): Reimbursable work performed by USACE under applicable Federal law and funded by non-Department of Defense (DOD) Federal agencies, and State and/or local governments of the U.S. For purposes of this regulation, the term "states" includes any of the 50 States of the United States, plus the District of Columbia; the Commonwealths of Puerto Rico and Northern Mariana Islands; the Territories of the U.S. Virgin Islands, Guam and American Samoa.

SURETY: An individual or corporation legally liable for the debt, default, or failure of a principal to satisfy a contractual obligation. The types of sureties referred to are as follows: (1) An individual surety is one person, as distinguished from a business entity, which is liable for the entire penal amount of the bond. (2) A corporate surety is licensed under various insurance laws and, under its charter, has legal power to act as surety for others. (3) A cosurety is one of two or more sureties that are jointly liable for the penal sum of the bond. A limit of liability for each surety may be stated. [FAR 2.101]

TASK ORDER (TO): An order for services placed against an established IDIQ contract or with other

Government sources, for example General Services Administration (GSA). [FAR 2.101]

TECHNICAL ANALYSIS: Evaluation by technical team members of the judgmental elements of a contractor's proposal other than price.

TECHNICAL DIRECTION LETTERS (TDLS): Technical direction is the process where the government issues instructions and guidance on the detailed aspects of contract performance as the work progresses. Technical direction is provided to the contractor in writing by the Contracting Officer Representative (COR).

TECHNICAL MANAGER (TM): The manager of the technical aspects of a portion of the project, i.e., Project Engineer/Architect for design portion or Construction Management Project Engineer for construction management portion.

TECHNICAL REVIEW CERTIFICATION: Certification document, signed by the PM and the District Division Chiefs, that an independent technical review, appropriate to the level of risk and complexity inherent in the project, has been conducted as defined in the Quality Control Plan.

TERMINATION OF CONTRACT: Actions by the Government in accordance with contract clauses to terminate, in whole or in part, work with the contractor. Termination may be for the convenience of the Government or for default by the contractor.

TIME EXTENSION: Extension of the contract time by modification in order to complete an item of work or to compensate the Contractor for excusable delays.

TITLE 10 APPROVAL: Notification to the Committees of Congress of acquisitions greater than $750K per annum.

TOTAL LABOR MULTIPLIER (TLM): A ratio of the number of direct labor hours required to recoup the organization's labor cost, fringe benefits, and overhead expenses.

TRANSFER (XFER): To turn over a completed project to a customer.

TRANSFER (REAL ESTATE): Change of jurisdiction over real property from one Federal agency or department to another, including military departments and defense agencies.

TRUTH IN NEGOTIATIONS: Term used to refer to Public Law 87-653, the Truth in Negotiation Act, or the concept of Truth in Pricing, whose purpose is to require contractors to submit accurate, complete, and current cost or pricing data.

UNCHANGED WORK: The contract requirements not altered by a contract modification.

UNDEFINITIZED CONTRACT ACTION (UCA): Any contract action for which the contract terms, specifications, or price are not agreed upon before performance is begun under the action. Examples are letter contracts or orders for which the price has not been agreed upon before performance has begun. For Undefinitized actions, the Government shall not obligate more than 50% of the Not to Exceed (NTE) price before definitization. However, if a contractor submits a qualifying proposal before 50% of the NTE price has been obligated by the Government, then the limitation on obligations before definitization may be increased to no more than 75%. Contract modifications issued by authority of the changes clause are not UCAs by definition; however, similar payment principles are applied.

UNDERRUN IN QUANTITY: The actual quantity of work performed by a contractor less than the estimated amount shown in the bid schedule of the contract.

UNIFIED FACILITIES GUIDE SPECIFICATIONS (UFGS): A system of master guide specifications that define the qualitative requirements for products, materials, and workmanship for work features that occur

in Tri-Services (Army, Navy, Air Force) construction projects on a repetitive basis and establish the form to be used for the technical provisions of construction contract specifications.

UNILATERAL MODIFICATION: A contract modification that is signed only by the contracting officer. They are used to make administrative changes, issue change orders, make changes authorized by clauses other than a changes clause (e.g. Suspension of Work clause); and issue termination notices.

UNITED STATES ARMY CRIMINAL INVESTIGATION DIVISION (US ARMY CID): The entity that is responsible for investigating procurement fraud matters for the Department of Army, including the U.S. Army Corps of Engineers (USACE).

UNLIQUIDATED OBLIGATIONS: An obligation incurred for which payment has not been made.

UNUSUALLY SEVERE WEATHER: That kind of weather which is more severe than normal for the location at which the construction is being performed, i.e. greater quantity of rain than normal for a particular month, greater number of days of rain than normal for a particular month or greater number of days with temperature lower than normal for a particular month. Normal weather for the location should be based on the National Oceanic and Atmospheric Administration's "Temperature and Rain Data" or other local official sources.

USACE FINANCE CENTER (FINANCE AND ACCOUNTING OFFICE) or (UFC): The USACE office named in the contract to make payment. UFC functions are located in offices in Millington, Tennessee.

USER: Any entity which (who) uses the product. For example, since the primary product produced by Engineering is plans and specifications, the user of these plans and specifications is Construction. In like manner, the user of an Engineering Appendix (another product of Engineering Division) would be Planning.

VALUE ENGINEERING (VE): An organized study of functions to satisfy the user's needs with a quality product at lowest life-cycle cost through applied creativity. Value Engineering, Value Analysis (VA), and Value Management (VM) are often used interchangeably to indicate the practice and application of similar methodology to benefit projects, programs, and/or products. The Value Methodology uses a systematic approach, which outlines specific steps to effectively analyze a product or service in order to develop the maximum number of alternatives to achieve the product's or service's required functions.

VALUE ENGINEERING CHANGE PROPOSAL (VECP): A change to a construction, supply, or services contract initiated by the contractor. The proposal maintains or improves the essential functions or characteristics of the work being changed and results in a reduction of the contract price. A VECP requires a contract modification. The savings resulting from the change is shared between the contractor and the federal government as specified in the applicable Federal Acquisition Regulation (Parts 48 and 52.248). The contract clauses apply to all construction and procurement contracts over $100,000 and may be applied to lesser dollar contracts when the contracting officer determines there is a potential for cost reduction.

VALUE ENGINEERING PROPOSAL (VEP): A written, detailed proposal regarding any project or activity for which the U.S. Army Corps of Engineers (USACE) has design, construction, operation, maintenance, procurement, or supply responsibilities that was developed, using value engineering methodologies, by employees of the federal government or Architect/Engineers (A/Es) employed by the agency (and in conjunction with the local sponsor when appropriate).

VALUE ENGINEERING STUDY TEAM (VEST): A group of individuals having a variety of backgrounds and skills, organized to apply Value Engineering (VE) methodology to a project or situation.

VALUE MANAGEMENT (VM): The use of the Value Methodology at multiple points in a project, process, or program to discover, understand, and consider the needs and values of all Project Delivery Team (PDT) members, customers, partners, and stakeholders. When performed properly and professionally,

Value Management Workshops help the project manager (PM) effectively balance scope, schedule, resources, and quality of a project. The Value Management/Value Engineering (VM/VE) process emphasizes the use of multi-functional teams and their resulting synergy. It is a management tool that should be applied throughout the life cycle of projects and programs. Value Management seamlessly integrates into the Project Management Business Process (PMBP) and may be applied to all business processes phases.

VALUE MANAGEMENT PLAN (VMP): One of the integral parts of the Project Management Plan (along with Quality Management, Risk Management, Communications, Safety and Health, and Change Management) that identifies the planned project-specific value management procedures appropriate to the size complexity, and nature of the project.

VALUE METHODOLOGY: A function-oriented, systematic team approach to balance performance and cost, performed under the direction of an active District Value Management/Value Engineering (VM/VE) Officer or facilitator with qualifications equivalent to a Certified Value Specialist. The Value Methodology utilizes five basic steps (information, speculation, analysis, development, and presentation) to perform an analysis of the functions of a program, project, system, project, item of equipment, building, facility, service, or supply of an executive agency, for the purpose of improving performance, reliability, quality, safety, and life cycle costs.

VALUE STUDY: A process of application of the Value Engineering Methodology, which uses a multi-discipline team of designers and stakeholders and the product delivery team to break down the project into functional performance elements. Cost and benefits are assigned to each element and evaluated. Creative options are then sought to improve functionality and/or cost-effectiveness. Results are documented in a published report. This study or workshop (studies or workshops as appropriate) is (are) a milestone(s) to be identified in the PMP and accomplished as part of the VE process.

VARIATIONS IN ESTIMATED QUANTITY (VEQ): The difference between the quantity estimated in the bid schedule and the quantity actually required to complete the bid item. Most contracts include a clause that permits negotiation of an equitable adjustment upon demand by either party based upon substantial variations from the estimated quantities stated in the bid scheduled. Usually the negotiation is for the percentage of variation of quantities in excess of 115% or less than 85% of the estimate quantities.

VERTICAL TEAM: Team that is composed of personnel from different command levels in the organization.

VIRTUAL TEAM: Team working across geographic or organizational boundaries without physical co-location.

WAGE RATE DECISIONS: See Davis Bacon Wage Rate Decisions and Service Contract Wage Rate Decisions.

WARRANTY: For the purpose of this work instruction, equipment and system warranties provided by construction contractor.

WEAKNESS: A flaw in the proposal that increases the risk of unsuccessful contract performance. A "significant weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

WORK: Sustained physical or mental effort or activity directed toward the production or accomplishment of something. Work of a business can generally be categorized as either projects or operations, although there may be some overlap.

WORK AUTHORIZATION DOCUMENTS (WADS): WADs are administrative tools used to manage and administer task orders or contracts. WADs are normally used to manage cost reimbursement contracts or task orders.

WORK BREAKDOWN STRUCTURE (WBS): A deliverable-oriented grouping of project components that organizes and defines the total scope of the project.

WORK IN PROGRESS (WIP): Reimbursable work that may involve asset acquisition/construction but would not result in a U.S. Army Corps of Engineers (USACE)-owned asset or an asset to be transferred to outside parties. Projects such as Defense Environmental Restoration Program (DERP) and Support for Others (SFO) are in this category.

WORK ITEM (WI): A unique Corps of Engineers Financial Management System (CEFMS) account established to accumulate costs for a specific item, whether asset or expense (non-asset). WIs must be properly created in order for costs to be reflected in the right cost type (Construction in Progress (CIP) or expense).

WORK SHARING: Assignment of work by function, discipline, work scope, or project from the lead District to the support District. This is also referred to as work brokering.

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SF 33, Solicitation, Offer and Award

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