

A white Terex forklift is shown in an industrial setting, lifting a large, dark metal container. The forklift has "TEREX" and "TFC 45" visible on its side. The container has "TEREX" and "WHITAD ZASTOSH" visible on its top. The background shows a building and a large white tank. The entire image is framed by a yellow and black diagonal hazard stripe border.

Contingency Contracting Critical Checklists

Essential Tools, Information, and Training to Meet
Contingency Contracting Needs for the 21st Century

Questions concerning the use, update, or replacement of the attached DVD should be sent to:
Defense Procurement and Acquisition Policy, Contingency Contracting, 3060
Defense Pentagon, Room 3B855, Washington, DC 20301-3060, Commercial: 703-
699-3726, ContingencyContracting@osd.mil

Critical Checklist Table of Contents

Note: checklists are arranged in alphabetical order.

BPA	
.....	A2-5
Construction Contract	
.....	A2-7
Contract Administration	
.....	A2-13
Expedited Contracting Procedures	
.....	A2-19
Gratuities	
.....	A2-27
Justification and Approval	
.....	A2-31
Letter Contracts	
.....	A2-35
Micro-Purchase	
.....	A2-37
Modifications	
.....	A2-39
Ratifications	
.....	A2-45
Requiring Activity	
.....	A2-49
SF 44	
.....	A2-57
Simplified Acquisition	
.....	A2-59
Site Activation	
.....	A2-65
Terminations	
.....	A2-69

Blanket Purchase Agreements Checklist

Item Number	Reference: FAR 13.303, <i>Blanket Purchase Agreements (BPAs)</i> Reference: FAR 16.7, <i>Agreements</i>	Applicable and Present
1	Does it meet the circumstances at FAR 13.303-2?	
2	Is it prepared in accordance with FAR 13.303-2?	
3	Are the proper clauses incorporated into the BPA (services, commodities)?	
4	Is there a statement that the government is obligated only to the extent of authorized purchases made under the BPA? (FAR 13.303-3)	
5	Is there a statement that specifies the dollar limitations for each individual purchase under the BPA? (FAR 13.303-3)	
6	Are individuals who are authorized to purchase under the BPA identified? (FAR 13.303-3)	
7	Have you given customer training on ordering procedures and the use of delivery tickets?	
8	Did you give a letter to the contractor identifying who is authorized to place calls on BPA and explain how it works?	
9	Before placing a call on an authorized procurement request, ensure that funds are available.	
10	Are you reconciling orders and invoices with the using organization on a regular (monthly) basis?	
11	Are you conducting annual inspections on BPA files?	

Construction Contract Checklist

Item Number	Note: Procedures may differ based on the AOR. Contact responsible component OPR for command-specific procedures.	Applicable and Present
PRE-AWARD DOCUMENTS		
1	Is there a certified purchase request and independent government cost estimate (required if exceeding the SAT)? (FAR 36.203 and DFARS PGI 236.203)	
2	Is the project for minor construction (O&M funds (10 USC 2805, unspecified minor construction) up to \$750K or \$1.5M to correct conditions that present a threat to life, health or safety)?	
3	Has CE and contracting reviewed/determined if a stand-alone construction contract or an IDIQ contract (roofing, asbestos removal, paving) is most appropriate?	
4	Does the requirements package include a SOW, specifications, drawings, performance period, and liquidated damages?	
5	Is a source list and market research results included?	
6	If other than full and open competition, are the appropriate justification and approval/related correspondence included?	
7	Did the solicitations state the magnitude of the construction project (requirement in terms of physical characteristics and estimated price range)? (FAR 36.204 and DFARS 236.204)	
8	Were competitive proposals utilized in order to allow for discussions? (FAR 6.401(b)(2))	
9	Are the appropriate determinations/approvals and determinations and findings included? (liquidated damages, <i>Buy American Act</i> , construction materials exception) (FAR 11.501 & FAR 25.202)	
10	Are the invitation for bid/request for proposal/amendments included in the file?	
11	Is a pre-bid, pre-negotiation conference/site visit required/documented?	

12	Were late bids/proposals handled appropriately? (FAR 14.304 and FAR 15.208)	
13	Are unsuccessful bids/proposals and related correspondence filed?	
14	<p>Are the proper FAR construction clauses included in the solicitation?</p> <ul style="list-style-type: none"> -52.236-2, Differing Site Conditions -52.236-3, Site Investigation and Conditions Affecting the Work -52.236-5, Material and Workmanship -52.236-6, Superintendence by the Contractor -52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements -52.236-11, Use and Possession Prior to Completion -52.246-12, Inspection of Construction 	
15	<p>Are the following DFARS construction clauses included in the solicitation?</p> <ul style="list-style-type: none"> -252.236-7000 Modification Proposals–Price Breakdown -252.236-7001 Contract Drawings and Specifications -252.236-7002 Obstruction of Navigable Waterways -252.236-7003 Payment for Mobilization and Preparatory Work -252.236-7004 Payment for Mobilization and Demobilization -252.236-7005 Airfield Safety Precautions -252.236-7006 Cost Limitation -252.236-7007 Additive or Deductive Items -252.236-7008 Contract Prices–Bidding Schedules -252.236-7009 Option for Supervision and Inspection Services -252.236-7010 Overseas Military Construction–Preference for United States Firms -252.236-7011 Overseas Architect-Engineer Services–Restriction to United States Firms -252.236-7013 Requirement for Competition 	

	Opportunity for American Steel Producers, Fabricators, and Manufacturers	
16	Are the contractor's proposal and revisions, representations and certifications (RFP Section K), and correspondence filed?	
17	Was an evaluation of transportation cost factors completed? (DD Form 1654)	
18	Was a price negotiation memorandum or price competition memorandum completed?	
19	Was a legal review obtained if exceeding the simplified acquisition threshold?	
20	Was the solicitation reviewed by the appropriate approval authority?	
	AWARD DOCUMENTS (CONTRACT/MODIFICATIONS)	
21	Were appropriate performance and payment bonds/waivers and alternative payment protections for construction contracts accomplished?	
22	Was the contract reviewed by the appropriate approval authority?	
23	Was the contractor informed not to commence work until a Notice to Proceed was issued? Was a notice to proceed issued?	
24	Was the SF 1442 utilized/properly executed/distributed for construction contracts over/under the SAT or Optional Form 347 under the SAT?	
25	Was the appropriate automated system documentation accomplished (SPS, FPDS NG)?	
26	Were letters sent to unsuccessful bidders/offerors?	
27	Is a copy of the contract and contract modifications included in the file?	
	POST AWARD DOCUMENTS	
28	Contract bonds (payment & performance bonds/consent of surety/contract bond) (FAR 28.1)	
29	Was a post-award orientation conference/pre-performance construction conference held?	

CONTRACT ADMINISTRATION		
30	Did the contractor submit a progress schedule and progress reports?	
31	Before progress payments are made, are invoices compared with progress reports separately submitted by both the contractor and contracting officer technical representative and are copies of payment vouchers included in the file?	
32	Are the drawings, specifications/statement of work, and material approval submittals on file?	
33	Did the CCO evaluate contractor performance and prepare a performance report using the DD Form 2626, <i>Performance Evaluation</i> (Construction), for each construction contract of \$550K or more or more than \$10K, if the contract was terminated for default?	
34	Was a punch list of discrepancies provided and resolved before final inspection and acceptance?	
35	Does the file include final inspection and acceptance documentation from the requiring activity?	
36	Is a release of claims submitted and signed by the contractor after contract completion?	
37	Is there a contract completion statement (DD Form 1594)?	

Contract Administration Checklist

Item Number	Note: Procedures may differ based on the AOR. Contact responsible component OPR for command-specific procedures.	Applicable and Present
1	Is the contract file organized in a logical, standard format? (FAR 4.803)	
1a	<p>Table 15-1. Uniform Contract Format (FAR 15.204-1)</p> <p>Section Title</p> <p>Part I. The Schedule</p> <p>Section A–Solicitation/contract form</p> <p>Section B–Supplies or services and prices/costs</p> <p>Section C–Description/specifications/statement of work</p> <p>Section D–Packaging and marking</p> <p>Section E–Inspection and acceptance</p> <p>Section F–Deliveries or performance</p> <p>Section G–Contract administration data</p> <p>Section H–Special contract requirements</p> <p>Part II. Contract Clauses</p> <p>Section I–Contract clauses</p> <p>Part III. List of Documents, Exhibits, and Other Attachments</p> <p>Section J–List of attachments</p> <p>Part IV. Representations and Instructions</p> <p>Section K–Representations, certifications, and other statements of offerors or respondents</p> <p>Section L–Instructions, conditions, and notices to offerors or respondents</p> <p>Section M–Evaluation factors for award</p>	
2	Were post award notices provided within 3 days after award to offerors included in the competitive range? (FAR 14.409)	

3	Were offerors debriefed subsequent to contract award and within 5 days after the contracting office received a request for debriefing? (FAR 15.506)	
4	Does the contract file contain all documents required to organize and sufficiently document the actions taken, and the supporting rationale, for the entire procurement process? (FAR 4.803)	
4a	<ul style="list-style-type: none"> -Purchase request (PR), acquisition planning information, and other presolicitation documents -Justifications and approvals, determinations and findings, price negotiation memorandums, and supporting documents -Evidence of availability of funds -List of sources solicited -Independent government estimate -Copy of the solicitation and all amendments -Copy of each offer or quotation and related abstract and records of determinations concerning late offers or quotations 	
4b	<ul style="list-style-type: none"> -Source selection documentation -Cost and pricing data and certificates of current cost or pricing data -Packing, packaging, and transportation data -Justification for type of contract -Required approvals of award and evidence of legal review -Notice of award 	
4c	<ul style="list-style-type: none"> -The original of the signed contract, all contract modifications, and documents supporting modifications -Notice to unsuccessful bidders or offerors and record of any debriefing -Post-award conference records -Orders issued under the contract -Quality assurance records -Bills, invoices, vouchers, and supporting documents 	

	<ul style="list-style-type: none"> -Record of payments or receipts -Receiving documentation 	
5	Is an effective COR program in place? (DFARS 201.602-2)	
5a	Do CORs understand that their role in the contracting process is to ensure the government receives/accepts only products that fully conform to contract requirements?	
5b	Are CORs appointed in writing to include rank or grade, and the applicable contract number? Does the appointment letter include: defined scope and limitations of the COR's responsibility, period of performance for which the appointment is effective, states that the COR may be personally liable for unauthorized commitments?	
5c	<p>Do CORs understand the scope of their duties?</p> <ul style="list-style-type: none"> -Monitor contractor performance IAW terms and conditions of the contract and notify the CCO of performance -Perform inspections -Verify corrected deficiencies -Perform government acceptance (IAW contractual requirements) -Liaison with CCO and the contractor -Submit performance reports (DFARS 201.602-2) 	
5d	<p>Are COR files properly documented with the following:</p> <ul style="list-style-type: none"> -A copy of the commander's nomination letter -A copy of the appointment letter from the CCO -A copy of the quality assurance surveillance plan (QASP) -Any correspondence from the CCO which amends the letter of appointment -A copy of the contract or pertinent part of the contract and all modifications -All correspondence initiated concerning performance of the contract 	

	-All correspondence to and from the CCO and the contractor -Documentation pertaining to the COR's acceptance of performance of services, including reports and other data (DFARS 201602-2)	
6	If changes needed to be made to the contract, were all policies and procedures followed?	
6a	Were changes in terms and conditions for commercial items made only by written agreement of the parties? (FAR 43.103(a))	
6b	Were modifications within the general scope of the contract? (Review SOW)	
6c	Were funds secured for modifications that increased the contract price? (FAR 43.105)	
6d	Was SF 30 used for: (FAR 43.301) -Any amendment to a solicitation -Change orders issued under the changes clause of the contract -Any other unilateral contract modification issued under a contract clause authorizing such modification without the consent of the contractor -Supplemental agreements/bilateral modification (see 43.103) -Removal, reinstatement, or addition of funds to a contract.	
7	If a contractor submitted a claim to the CCO, were all policies and procedures followed?	
7a	Were claims submitted, in writing, to the CCO for a decision within 6 years after accrual of a claim?	
7b	Did the CCO issue a written decision on any government claim initiated against a contractor within 6 years after accrual of the claim?	
7c	Did the contractor provide the certification specified when submitting any claim exceeding \$100K, stating the following: "I certify that the claim	

	is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the contractor believes the government is liable; and that I am duly authorized to certify the claim on behalf of the contractor"? (FAR 33.207(c))	
7d	Did the CCO review the claim for accuracy? (math errors, wrong quantities)	
7e	Did the CCO attempt to negotiate contractor's final price? (FAR 33.204)	
7f	If an agreement could not be met, did the CCO issue a final decision to a contractor's claim? Did the final decision include the following: (FAR 33.211) -A description of the claim or dispute -A reference to the pertinent contract terms -A statement of the factual areas of agreement and disagreement -A statement of the contracting officer's decision, with supporting rationale -Inform the contractor of the right to appeal (FAR 33.211)	
7g	Did the CCO furnish a copy of the decision to the contractor via certified mail, return receipt requested, or by any other method that provides evidence of receipt? (FAR 33.211 (b))	
8	Are contract files which have been closed out and are under the SAT, retained for 1 year? Are all other files being retained as required? (FAR 4.703/local policy)	

Expedited Contracting Procedures in Contingency Operations Checklist

Item Number	Note: Procedures may differ based on the area of responsibility (AOR). Contact responsible component office of primary responsibility (OPR) for command-specific procedures.	Applicable and Present
	The FAR and DFARS provide flexibility to permit expedited contracting actions to satisfy urgent and compelling or emergency requirements that support contingency, humanitarian, or peacekeeping operations. However, such circumstances do not provide blanket waivers of regulatory requirements, nor do they eliminate the need to maintain required controls and documentation.	
	If a policy or procedure, or a particular strategy or practice, is in the best interest of the government and is not specifically addressed in the FAR, nor prohibited by law (statute or case law), executive order or other regulation, government members of the [acquisition] team should not assume it is prohibited. Rather, absence of direction should be interpreted as permitting the Team to innovate and use sound business judgment that is otherwise consistent with law and within the limits of their authority. Contracting officers should take the lead in encouraging business process innovations and ensuring that business decisions are sound. (FAR 1.102-4(e))	
	When looking at expediting a contract action did you look at the following authorities and tools. Also refer to FAR Part 18 and DFARS Part 218	

1	Contractors are not required to be registered in the Central Contractor Registration (CCR) contracts awarded by deployed contracting officers in contingency, humanitarian, peacekeeping operations, and emergency operations. Contracting officers in emergency operations; contracts to support unusual or compelling needs; awards to foreign vendors for work performed outside the US; and micro-purchases that do not use electronic funds transfer (EFT). (FAR 4.1102) (also see FAR 26.205 and www.ccr.gov for the Disaster Response Registry)	
2	Exceptions for issuing synopses of proposed contract actions when this would delay award and seriously injure the government. (FAR 5.202(a)(2))	
3	Limiting sources in solicitations to less than full and open competition for urgent and compelling requirements where the government would be seriously injured if it did not limit competition to the maximum extent practicable. (FAR 6.302-2, PGI 206.302(2) and FAR 13.106-1(b))	
4	Streamlined procedures and a broad range of goods and services may be available under Federal Supply Schedule contracts (FAR Subpart 8.4), multi-agency BPAs (FAR 8.405-3(a)(4)), or multi-agency, indefinite delivery contracts. (FAR 16.505(a)(7))	
5	Purchase from Federal Prison Industries, Inc (FPI) is not mandatory and a waiver is not required if public exigency requires immediate delivery or performance. (FAR 8.605(b))	
6	Notification not required when changes in Ability One specifications or descriptions are required to meet emergency needs. (FAR 8.712(d))	
7	A determination can be made to not enforce qualification requirements when an emergency exists. (FAR 9.206-1)	

8	The Defense Priorities and Allocative System (DPAS) was established to facilitate rapid industrial mobilization during a national emergency. (FAR Subpart 11.6)	
9	Using oral solicitations. (FAR 13.106, and FAR 15.203(f)) Note that this does not relieve the contracting officer from complying with other FAR requirements	
10	Awarding letter contracts and other forms of undefinitized contract actions to expedite the start of work. (The head of contracting activity [HCA] must determine that no other type of contract is appropriate.) (FAR 16.603)	
11	Conditions for using interagency acquisition under the <i>Economy Act</i> (FAR Subpart 17.5)	
12	Awarding contracts to the SBA on a sole source or competitive basis for performance by eligible 8(a) firms. (FAR Subpart 19.8)	
13	Awarding contracts to Historically Underutilized Business Zone (HUBZone) or Service-disabled Veteran-owned Small business (SDVOSB) small business concerns on a sole source basis. (FAR 19.1306)	
14	Justification of overtime approvals retroactively in emergency circumstances. (FAR 22.103-4(i))	
15	Applications of policies and procedures of FAR Subpart 25.4, <i>Trade Agreements</i> may not apply to acquisition awarded using other than full and open competition. (FAR 25.401(a)(5))	
16	Waiver of requirement to obtain authorization prior to use of patented technology in circumstances of extreme urgency or national emergency. (FAR 27.204-1)	
17	Waiving bid guarantees. (FAR 28.101-1)	
18	Authorization of advance payments to facilitate national defense for actions taken under Public Law 85-804 and conditions. (FAR Subpart 50.1 and FAR 32.405)	

19	Appropriateness of no-setoff provision to facilitate the national defense in a national emergency or natural disaster. (FAR 32.803(d), <i>Assignment of Claims</i>)	
20	Exception for providing payment through electronic funds transfer. (FAR 32.1103(e)(1) and DFARS 232.7002(a)(4))	
21	Protest overrides for urgent requirements where the government will be seriously damaged if award is delayed. (FAR 33.104)	
22	Rental requirements do not apply to government production and research property that are part of an approved FEMA program. (FAR 45.301)	
23	Policies and procedures for amending contracts in order to facilitate national defense under the extraordinary emergency authority under PL 85-804. (FAR 50.103-2(a),(b), and (c))	
24	Use of the advance Military Interdepartmental Purchase Request (MIPR). (DFARS PGI 208.7004-3)	
25	Issuing a written job order for emergency work to a contractor who had previously executed a master agreement to avoid endangering a vessel, its cargos or stores, or when military necessity requires it. (DFARS 217.7103-4, 252,217-7010, and PGI 217.713-4)	
26	Not delaying an urgent immediate buy for spare parts. (DFARS PGI 217.7506, paragraph 1-105(e))	
27	Exceptions to prohibition on storage of disposal of non-DoD owned toxic or hazardous materials on DoD installations. (DFARS 223.7102(a)(3) and (7))	
28	Exceptions to the <i>Berry Amendment</i> requirement for items produced in the US. (DFARS 225.7002-2)	
29	Exemptions to restrictions on foreign contracting with a country subject to economic sanctions administered by the Department of the Treasury, Office of Foreign Assets Control for buys up to \$15K. (DFARS 225.701-70)	

30	Exceptions to Rights in technical data restrictions for emergency repair or overhaul during urgent or compelling circumstances. (DFARS 227.7102-2; 227.7103-5; 227.7103-13; 227.7104; 227.7203-13; 252.227-7013; 252.227-7014; 252.227-7015; 252.227-7018; and 252.227-7037)	
31	Procedures for duty-free import of equipment or materials in urgent situations in Spain when copies of contract not available. (DFARS PGI 229.7001)	
32	Exception for foreign vendors to submit payment requests in electronic form for awards for work performed outside the United States or to support unusual or compelling needs. (DFARS 232.7002(a)(2) and (5))	
33	Obtaining mortuary services in an epidemic or other emergency. (DFARS 237.7003(b) and 252.237-7003)	
34	The micro-purchase threshold increase in support of a contingency operation or to facilitate defense against or recovery from nuclear, biological, chemical, or radiological attack. (FAR 2.101 and 13.201 (g))	
35	The SAT threshold in support of a contingency operation or to facilitate defense against or recovery from nuclear biological, chemical, or radiological attack. -\$250,000 (Inside the United States) -\$1M (Outside the United States) (FAR 2.101)	
36	Additionally SAP are authorized for the purchase of commercial supplies and services exceeding the SAT but not exceeding \$11M, including options. (FAR 13.500(e))	
37	The SF 44 may be used for higher dollar purchases to support a contingency operation. (FAR 13.306 and DFARS 213.306(a)(1)(B))	
38	Treating the acquisition of supplies or services as an acquisition of commercial items. (FAR 12.102(f)(1) and 13.500(e))	

39	Set aside to local organizations, firms, and individuals when contracting for major disaster or emergency assistance activities. (FAR 6.207 and FAR Subpart 26.2)	
40	Waiving the provisions of the <i>Cargo Preference Act</i> of 1954 in emergency situations. (FAR 47.502 c)	
41	Contracting officer qualification requirements for DoD employees or member of the armed forces who are in a contingency contracting force. (DFARS 201.603-2(2))	
42	Exceptions to the normal limitations on price ceilings, definitization schedules, and obligation percentages for letter contracts and other forms of undefinitized contract actions. (DFARS Subpart 217.74)	
43	Exception for DoD unique identification for items used to support a contingency operation. (DFARS 211.274-2(b))	
44	Use of the governmentwide commercial purchase card for an overseas transaction in support of a contingency operation, training exercises in preparation for an overseas contingency, humanitarian, or peacekeeping operation. (DFARS 213(c3) and (5))	
45	Use of the governmentwide commercial purchase card in support of a contingency operation or humanitarian or peacekeeping operation to make a purchase that exceeds the micropurchase threshold but does not exceed the SAT. (DFARS 213.301(3))	
46	Authorized use of imprest funds and third party drafts at or below the micro-purchase threshold in support of a contingency operation or a humanitarian or peacekeeping operation. (DFARS 213.305-3(d)(iii)(A))	
47	Head of contracting activity determinations in lieu of head of the agency. (FAR 2.101; 12.102(f); 13.201(g); 13.500(e); and 18.2)	
Note: Additional information is available on the Topical Index of the DVD/Web site.		

Gratuities Checklist

Item Number	Note: Procedures may differ based on the AOR. Contact responsible component OPR for command-specific procedures.	Applicable and Present
1	REFERENCE: FAR 3.101-2, <i>Solicitation and Acceptance of Gratuities by Government Personnel.</i>	
2	PERSUASION. Attempt to persuade the contractor not to give the gratuity to the CCO. Explain to the individual the restrictions place on US Procurement Officials. (A gratuity violates the <i>Joint Ethics Regulation</i> and gives the perception of violating the principles of competition and fair and impartial evaluation of offers.)	
3	DO NOT OFFEND. If the contractor is offended by the attempt identified above, accept the gratuity. (Make a mental note of what [cash, gold, and so forth], when [date and time], where [location], who [name of individual, contractor, any witnesses], and how much [quantity and value of gratuity] for documentation purposes.)	
4	SAFEGUARD. Once you have accepted the gratuity, it must be safeguarded. If necessary, request local finance personnel put the gratuity in the finance office safe. (Be sure to get a receipt if this method is utilized.)	
5	LEGAL. Turn the gratuity over to judge advocate general [JAG] as soon as possible. (Get something in writing stating the item was turned over to them.)	
6	DOCUMENTATION. Write a memorandum for record (MFR) identifying as much information as possible to include all of the information in Item #2, legal advice, and the approximate value of the item. (Refer to example below.)	
7	BUYING THE ITEM. If the CCO wants the item, check with the legal office about the possibility of buying the item at a reasonable cost.	

MEMORANDUM FOR RECORD

Date

SUBJECT: Received gratuity from

1. On 200X, at approximately hours, subject contractor attempted to give me a gratuity. I attempted to not accept this gratuity and explained to the contractor the restrictions placed on US procurement officials IAW the Joint Ethics Regulation (DoD 5500.7-R). Additionally, I explained how accepting such a gratuity gives the perception of violating the principles of competition and fair and impartial evaluation of offers (IAW FAR Part 6 and FAR 13.104).

2. Subject contractor became greatly offended (maybe expand on culture here?). Therefore, I accepted the gift on behalf of the US government and secured it in for proper disposition. At , the value of the gift was ascertained to be approximately \$ and given to accounting and finance office personnel to be placed in their safe. A receipt was obtained for record (if applicable, refer to attachment).

3. Legal advice will be obtained regarding this matter at the earliest. Further questions concerning this unsolicited gratuity should be directed to the undersigned at extension XXX-XXXX.

Contracting Officer

Atch

Receipt from finance

J&A Checklist

Item Number	Note: Procedures may differ based on the AOR. Contact responsible component OPR for command-specific procedures.	Applicable and Present
1	Each justification must contain sufficient information to justify the use of the cited exception. (FAR 6.3032(a)). The J&A needs to be a well composed document that fully justifies the agency action. It is often the critical document subjected to judicial scrutiny in litigation opposing the agency action.	
2	Does the J&A specifically identify the document as a <i>justification for other than full and open competition</i> ?	
3	Does the J&A provide identification of agency and the contracting activity? (FAR 6.303-2(a)(1))	
4	Does the J&A provide description of supplies or services required to meet the agency's need with estimated dollar amount? (FAR 6.303-2(a)(2))	
5	Does the J&A list contemplated contract type? (FAR 6.303-2(a)(2))	
6	<p>Does the J&A determine which statutory authority cited applies:</p> <ul style="list-style-type: none"> a. Only one responsible source and no other supplies or services will satisfy agency requirements (FAR 6.302-1) b. Unusual and compelling urgency: applies in a situation when an unusual and compelling urgency precludes full and open competition and delay in award would result in serious injury, financial or other, to the government (FAR 6.302-2) c. Industrial mobilization; engineering, developmental, or research capability; or expert services (FAR 6.302-3) d. International agreement (FAR 6.302-4) e. Authorized or required by statute (FAR 6.302-5) f. National security (FAR 6.302-6) g. Public interest (FAR 6.302-7) <p>Note: Other than full and open competition shall not be justified on the basis of the following:</p>	

	<p>a. A lack of advance planning by the requiring activity</p> <p>b. Concerns related to available funds or funds expiring</p>	
7	<p>Does the J&A provide reasons for authorities cited? Describe how this action requires the use of the authority cited.</p> <p>a. If the authority FAR 6.302-1 is cited, identify the proposed or potential contractor(s), and include a discussion of the proposed contractor's unique qualifications for fulfilling the contract requirements. Additionally, explain how and why no other type of supplies or services will satisfy agency requirements.</p> <p>b. If the authority is FAR 6.302-2, include the required delivery schedule and lead-time involved as well as a discussion of the serious injury to the government which would result if award of a contract is delayed. Must explain harm that the government would be seriously injured unless permitted to limit sources. J&As for FAR 6.302-2, may be made and approved after contract award when preparation and approval prior to award would unreasonably delay the acquisition. (FAR 6.302-2(c)(1))</p>	
8	<p>Does the J&A describe the efforts made to obtain competition? Provide a description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a notice was or will be publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies. (FAR 6.303-2(a)(6))</p>	
9	<p>Does the J&A provide a determination by the CCO that states the anticipated cost to the government will be fair and reasonable? (FAR 6.303-2(a)(7))</p>	
10	<p>Does the J&A provide a market survey or reasoning for market research not being conducted? (FAR 6.303-2(a)(8))</p>	
11	<p>Does the J&A list any other facts supporting the use of other than full and open competition? (FAR 6.303-2(a)(9))</p>	

12	Does the J&A list sources, if any, that expressed, in writing, an interest in the acquisition? (FAR 6.303-2(a)(10))	
13	Does the J&A provide a statement of actions, if any, the agency took to increase competition? (FAR 6.303-2(a)(11))	
14	Does the J&A have a CO certification that indicates the justification is accurate and complete to the best of the CO's knowledge? (FAR 6.303-2(a)(12))	
15	Does the J&A have a technical/requirements certification that the supporting data (Including: minimum needs, schedule requirements, or other rationale for other than full and open competition) is complete and accurate? (FAR 6.303-2(b))	

Item Number	Letter Contracts Checklist Reference: FAR 16.603	Applicable and Present
1	Use letter contract when:	
2	The government's interest demand the contractor be given a binding commitment so work can start immediately.	
3	Negotiating a definitive contract is not possible in sufficient time to meet the requirement.	
4	Do you have approval/authority from HCA to enter into letter contracts?	
5	Is Clause 52.216-23, <i>Execution and Commencement of Work</i> (mandatory) included in contract?	
6	Is FAR Clause 52.216-24, <i>Limitations of Government Liability</i> (mandatory) included in contract? (shall not exceed 50% of estimated cost)	
7	Is Clause 52.216-25 <i>Contract Definitization</i> (mandatory) included in contract?	
8	Do you have a negotiated definitization schedule IAW FAR Clause 52.216-25?	
9	Is definitization done within 180 days after the date of the letter contract or before 40% of the work has been completed IAW FAR 16.603-2(c)(3)?	
10	Is definitization done with a modification (SF 30)?	

Contingency Micro-Purchase Checklist

Item Number	Note: Procedures may differ based on the AOR. Contact responsible component OPR for command-specific procedures.	Applicable and Present
1	Is funding certified and available? (FAR 32.702)	
2	Did CCO verify requirement cannot be met through required sources of supplies/services? (FAR 13.201(e) and FAR 8.002)	
3	Will the purchase of supplies or services be used to support a contingency operation or to facilitate defense against or recovery from nuclear, biological, chemical, or radiological attack? (13.201(g)(1)) Note: see thresholds below.	
3a	-\$15K in the case of any contract to be awarded and performed, or purchase to be made, inside the US. (13.201(g)(1)(i)) -\$25k in the case of any contract to be awarded and performed, or purchase to be made, outside the US. (13.201(g)(1)(ii))	
4	To the extent possible, did the CCO distribute micro-purchases equitable among qualified suppliers? (FAR13.202(a)(1))	
5	If micro-purchase was awarded without soliciting competitive quotes, did CCO determine the price was reasonable? (FAR 13.202(a)(2))	

Modification Checklist

Item Number	Answers to the following questions should be in the affirmative:	Applicable and Present
1	The work contained in the modification is within the scope of work of the statement of work.	
2	The dollar value of the modification is within scope. The impact of a dollar change for purpose of scope determination should be evaluated on a case-by-case basis; however, a change of 25% in dollar value can be used as a guide.	
3	If the work and/or dollar values are determined to be out of scope, has a J&A been executed? (FAR 6.304)	
4	Funding being used for the modification is consistent with the work being done (correct fund type, year, purpose). If applicable, bonafide need considerations have been addressed. In addition, the funding document meets the requirements to address environmental considerations.	
5	The change in contract value that would result from the modification does not exceed any statutory levels approved for the project. This review prevents entering into an <i>Antideficiency Act</i> violation.	
6	An independent government technical assessment of the impact of the modification in terms of manpower and labor hours and other direct costs is accomplished by the functional and provided to the contracting officer for use in developing the pre-negotiation objective.	
7	The contracting officer has developed a prenegotiation objective?	
8	Legal review has been accomplished for all actions for which legal review is required?	
9	The modification indicates, by contract section, the changes made to the contract.	
10	Changes to Section B and the contract amount shown on the award form area have been	

	presented in a format that indicates the nature and impact of the dollar change by expressing that the dollar value changed from: ____ to ____ for a total change of _____. This format applies to other areas of the contract (Section H, Award Fee Plan, and so forth) where dollar values have been changed.	
11	If the dollar value of the modification increases a threshold to a level that requires the inclusion of a required clause(s) not previously in the contract, the required clause(s) are included in the modification.	
12	For bilateral modification actions, the contractor's signature was obtained prior to execution by the contracting officer. (FAR 43.103)	
13	For change order actions, a release statement substantially the same as that found at FAR 43.204(c)(2) was included in the modification. (FAR 43.204(c)(2))	
14	The SF 30 cites the proper authority for the modification action. (FAR 43.301(a)(1))	
15	Was a price fair and reasonable determinant made? (FAR 13.106-3; 15.4)	
16	Was a DD 350 or a DD 1057 (when applicable) completed and filed? (DFARS 204.6)	
17	Does the contract file include a price negotiation memorandum if the price changed?	
18	Was an MFR explaining the purpose accomplished?	
19	For bilateral modifications, was the Contractor's Statement of Release included? (FAR 43.204(c)(2))	
Exercising an Option		
20	Were the appropriate clauses and provisions included in the solicitations and contracts that provide for the exercise of options? (FAR 52.217-8 and 52.217-9)	
21	Does the original contract include FAR clause 52.217-9?	

22	Was the modification authority cited as FAR 52.217-9?	
23	Did the CO give the contractor a preliminary written notice to extend the term of the contract by the number of days specified in FAR clause 52.217-9?	
24	Before exercising an option, did the CO make the determinations IAW FAR 17.207 (c-f)?	
25	Is a dated and signed D&F in the file reflecting exercising or nonexercising of options by the CO?	
26	Was written coordination from the functional commander indicating the desire to exercise the option received by the CO?	
27	Contracts under a collective bargaining agreement—was the union notified prior to the option being exercised?	
28	Was the option exercised within the appropriate timeframe?	
29	Was the option to extend services clause exercised by the time specified by FAR clause 52.217-8?	
30	If the CO elects to extend services IAW “Option to Extend Services” clause was the total of all extensions 6 months or less?	
31	Was the option NTE? If so, was the effort covered by the option synopsis IAW FAR 5.201 and was a J&A for the effort approved	
Preparing Option Package		
32	Was a D & F prepared which addresses the following areas:	
33	Funds are available.	
34	Requirement fulfills an existing government need.	
35	Most advantageous method of fulfilling the government need, price and other factors considered.	
36	Option was synopsis at time of award unless exempted.	

37	A new solicitation fails to produce a better price or more advantageous offer.	
38	Informal analysis of prices or examination of the market indicated that the option price is better than prices available in the market or that the option is a more advantageous offer.	
39	Option price was part of the initial award.	
40	Relationship of the option price to the price for the initial contract period.	
41	Adequacy of competition at the time of initial award as compared to that at the time of the option period.	
42	Changes in the general economy that could affect cost of performance.	
43	Market research of other contracting activities or industry as to substantive changes in bid prices for similar service at their activities.	
44	Is an MFR in the contract file reflecting the market research performed?	
45	Potential savings in administrative costs by exercising the option as compared to the administrative cost for awarding a new contract.	
46	Time between award of contract and exercise of option is so short that it indicates the option price is the lowest price obtainable or the more advantageous price.	
47	Exercise (IAW terms of the option) requirements of FAR 17.2 and 6.	
48	Was a Determination of Contractor Responsibility included in the file?	
49	Was CCR checked to verify the status of the contractor and is a copy in the contract file?	
50	Was Excluded Parties Listing checked and is a copy with the contract file?	
51	Was a unilateral modification issued?	
52	Was the appropriate wage determination incorporated into the modification (if applicable)?	

53	If funds are not available, was the Availability of Funds clause inserted into the summary of changes? Note: Availability of Funds clauses cannot be unilaterally added to the options modification if they are not in the contract.	
54	Upon completion of award, was a DD Form 350 completed, signed and filed in the contract? Was a copy provided to the Plans and Programs Flight?	
55	Is the amount of the modification, when funded at the same time exercised, the same as Line B8 of the DD Form 350?	
56	When the modification is mailed is a copy of the return receipt card maintained once returned?	
57	Is an inventory conducted if GFP is included on the contract and required by the contract?	

Ratification Checklist

Item Number	Note: Procedures may differ based on the AOR. Contact responsible component OPR for command-specific procedures.	Applicable and Present
	<p>This ratification briefing should be given to all CCO customers as soon as possible. The seriousness of acting without proper authority cannot be overemphasized. Don't do it. Let the contracting officer help you. The contracting office is responsible for contracts with all firms wanting to sell goods and services to the installation. To protect the interests of the government and prevent unauthorized contracting, the following measures should be taken:</p> <ol style="list-style-type: none"> 1. If you are not a contracting officer, make sure the vendor or business representative knows you cannot make the purchase. 2. Do not give advance contracting information to any contractor. Civil engineering planners may ask about pricing, but will not obtain written quotations. Planners must make it clear to vendors that they are not authorized to purchase materials and that the information being sought is for planning purposes only. 3. Personnel without contractual authority will not make statements regarding contractual matters which may be construed as a commitment by the government. 	
1	Does the file include statement from officer or employee describing circumstances?	
2	Did the CCO include all orders, invoices, or other evidence of transaction?	
3	Does the file contain the commanding officer's (of the person who committed the UAC) endorsement concurring that the commitment should be ratified and measures taken to prevent reoccurrence of unauthorized commitment?	
4	Was a determinations and findings completed by the CCO? (FAR 1.602-3)	
5	Were supplies or services provided and accepted by the government? (FAR 1.602-3(c)(1))	

6	Does the ratifying official have the authority to enter into a contractual commitment? (FAR 1.602-3(c)(2))	
7	Would the resulting contract otherwise have been proper if made by a warranted contracting officer? (FAR 1.602-3(c)(3))	
8	Did the contracting officer determine the price to be fair and reasonable? (FAR 1.602-3(c)(4))	
9	Did the CCO recommend payment and did legal counsel concur? (FAR 1.602-3(c)(5))	
10	Were funds available at the time the unauthorized commitment was made and are funds presently available? (FAR 1.602-3(c)(6))	
11	Is the ratification in accordance with any other limitations prescribed under agency procedures? (FAR 1.602-3(c)(7))	
12	Was the ratification reviewed and approved in accordance with the HCA delegations but in no cases lower than the chief of contracting office? (FAR 1.602-3(b)(2)(3))	
13	If authority was above the CCO, did the ratifying official with the proper authority perform a price fair and reasonable and unauthorized commitment determination and findings? (FAR 1.602-3(2))	
14	Was a legal review obtained and included in the file?	
15	Was a contractual document executed by the ratifying official?	
16	<p>The following is an example of a ratification file index:</p> <p>SAMPLE RATIFICATION FILE INDEX</p> <ol style="list-style-type: none"> 1. PURCHASE REQUEST/FUNDING DOCUMENTS 2. MEMO FOR RECORD (MFR) FROM CUSTOMER WITH COMMANDER'S ENDORSEMENT TO INCLUDE DISCIPLINARY ACTIONS AND ACTIONS TAKEN TO PREVENT RECURRENCE OF FUTURE UNAUTHORIZED ACTIONS 3. MFR FROM RESOURCE MANAGER 	

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| <ol style="list-style-type: none">4. RECEIVING REPORTS AS REQUIRED5. INVOICE (S)6. PRICE FAIR AND REASONABLE AND UNAUTHORIZED COMMITMENT DETERMINATION & FINDINGS FROM CONTRACTING OFFICER WITH LEGAL REVIEW7. FINDINGS OF RATIFYING OFFICIAL8. CONTRACTUAL DOCUMENTS (EXECUTED DOCUMENT FROM RATIFYING OFFICIAL) TO INCLUDE A PURCHASE DESCRIPTION, STATEMENT OF WORK, OR SPECIFICATION9. DOCUMENTATION DIARY10. RATIFICATION CHECKLIST | |
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Requiring Activity Checklist

Item Number	Note: Procedures may differ based on the AOR. Contact responsible component OPR for command-specific procedures.	Applicable and Present
1	Are requiring activities advised of the lead times necessary to initiate and complete the contractual obligation of funds? Contracting lead time is the administrative time required to process a requirements package, prepare the solicitation documents, advertise the acquisition, receive and analyze bids or offers, obtain necessary approvals, and issue a contractual document.	
2	Is teaming between the CCO and requiring activity a routine practice in preparing contract packages and program strategies?	
3	Did the contracting office provide training material to include a customer guide to the requiring activities?	
4	Did the CCO provide the requiring activity with customer education/training which explain contracting procedures (purchase requests, COR training/duties, lease purchase, MIPR, BPA, GCPC, ratification)? Did the CCO provide help with developing requisitions for requirements, develop and maintain <i>open</i> lines of communication, and stress the importance of meaningful partnerships with customers and contractors to ensure the goals and objectives of the mission are met to the maximum extent practicable?	
5	Has the requiring activity initiated advance planning with the CCO? Planning for a requirement is the single most important element in receiving accurate, efficient, and timely contracting support. CCOs need to be involved at the first sign of an upcoming requirement. Even if there is a doubt as to whether or not a need can be satisfied through contracting channels, the CCO should assist with determining the appropriate course of action as dollar thresholds dictate distinct lead times for different requirements.	

6	<p>Is the requiring activity aware of the importance of ethics? DODD 5500-7, <i>Joint Ethics Regulation</i> and FAR, Part 3, provide detailed guidance and explain what is expected of all personnel. Acceptance of gifts or favors may result in administrative action or criminal prosecution. A small minority of contractors and potential contractors are willing to attempt to <i>put a favor in the right hands</i> in order to gain an advantage in receiving contract awards. Whenever a gratuity is presented to you, if you can, without offending the offeror, do not accept it—state that if you accept the offer or gift, you can no longer do business together. Play it safe and be safe! Whenever you are in doubt, call the contracting office or consult the legal office.</p>	
7	<p>Does the requirement need validation before it can be submitted to contracting for contract award action? Sometimes, these are not contracting-directed or contracting-owned processes. Examples include the Joint Acquisition Review Board (JARB) which validates requirements and Program and Budget Advisory Committee (PBAC) which validates funding.</p>	
8	<p>Is the requiring activity aware of the contracting office procurement process?</p>	
8a	<ul style="list-style-type: none"> -Contracting receives approved purchase request -PR is assigned to a CCO, based upon service, construction, or commodity -Contract processing lead times are based upon the dollar threshold, CCO ensures the appropriate funding type (color of money) is used (Title 10, 22) -The CCO reviews what kind of item or service is needed and how well was the item described: statement of work, performance work statement, salient characteristics -What does market research reflect (the quality of vendor base/industry) -Make sure you are available to the CCO to answer questions and obtain a technical evaluation if required -Contracts are awarded and distributed (via e-mail to the customer, finance, and vendor if possible) 	

9	<p>If someone from a requiring activity becomes involved, directly or indirectly, in an unauthorized purchase action, he or she should immediately contact the contracting office to begin appropriate contract ratification actions.</p>	
10	<p>Is the requiring activity aware of the four basic methods of contracting? They include micro-purchases (supplies or services which do not exceed the micro-purchase threshold of up to \$25K outside continental United States [OCONUS]), simplified acquisitions as prescribed in Part 13 of the Federal Acquisition Regulation for purchases of supplies or services), formal contracts (typically for contracts exceeding the simplified acquisition threshold), and orders under existing contracts (blanket purchase agreements (BPAs), indefinite delivery contracts (IDIQ) or General Services Administration (GSA) Federal Supply Schedules)</p>	
11	<p>Is the requiring activity aware of the conditions which permit other than full and open competition (FAR Part 6.302) to include: -Only one responsible source. Only one responsible source and no other supplies or services will satisfy agency requirements -Urgency. Unusual and compelling urgency precludes full and open competition and delay in award of contract would result in serious injury, financial or other, to the government? Note: It is important to remember that classifying a product or service as being critical, lack of timely logistics planning, or a short-notice requirement does not justify award of a sole source contract.</p>	
12	<p>Is the requiring activity aware of the documents which typically comprise a complete requirements package? A requirements package is a general statement that refers to all the documents required by the CCO before a contracting action is initiated. A requirements package consists of the following documents:</p>	

12a	<p>-Purchase Request/Funding Documentation (complete physical and mailing address, delivery or need date—ASAP is not a date! Delivery time per estimate is usually equal to period of performance, complete POC information, e-mail, office phone number and cell number, detailed item description, remember to include shipping [plus or minus 20 percent to 30 percent])</p> <p>-Statement of Work (SOW). A SOW is required for contracts for services (including construction) that do not require significant technical requirements or ongoing advice and surveillance from technical/requirements personnel.</p> <p>-Performance Work Statement (PWS). A PWS is a statement of work for performance-based acquisitions that describes the required results in clear, specific and objective terms with measurable outcomes.</p>	
12b	<p>-Quality Assurance Surveillance Plans (QASP) to accompany SOW/PWS. QASPs should specify all work requiring surveillance and the method of surveillance.</p> <p>-Specifications primarily required for commodities (supplies, equipment) purchases and drawings (for construction projects). A specification is a description of the technical requirements of the service or supply by size, color, weight, material, and should include the intended use. Specifications shall state only the government's minimum needs and be designed to promote full and open competition.</p> <p>-Generic purchase descriptions are a less involved explanation, written in simple language, with one exception—brand names are prohibited without separate written justification. Consider the following: kind of material, electrical data, dimensions (minimum and maximum as appropriate), principles of operation, restrictive or significant environmental conditions, essential operating conditions, special features, if any, intended use.</p>	

12c	<p>-“Brand name” or “equal” descriptions must include, in addition to the brand name and part number, a general description of those salient physical, functional, or performance characteristics of the brand name item that an “equal” item must meet to be acceptable for award. If a particular brand and part number is the only acceptable product, the purchase request must be accompanied by a justification stating the reason no substitutes are acceptable. Bear in mind that the time it takes to find a vendor and receive delivery of the brand named item(s) is usually a longer lead time than purchasing a substitute item that may not be exactly the same but can be purchased on the local economy (usually specialized items are manufactured and distributed from Europe or the US)</p> <p>-Independent government cost estimate (IGE) is required for all requirements with an anticipated total value greater than \$1M. The estimate is developed by the end-user in the functional area responsible for the requirement and must accompany the purchase request package.</p>	
12d	<p>The government estimate should never be prepared using a vendor’s <i>price quote</i> rather should be based on previous purchases, similar purchases, and internet research. Estimates should include a complete breakout of each element, to include labor costs, material costs, along with all shipping costs.</p>	
13	<p>Is the requiring activity aware of receipt of items/accountability?</p>	
13a	<p>Contractor invoices should flow to the contracting office to review/certify correct for payment (ensures accuracy and completeness). The contracting office will return inaccurate or incomplete invoices to the vendor with an explanation and instructions to resubmit. After CCO certification, the assigned CCO will forward the invoice to the applicable requiring activity with instructions to complete the receiving report (DD250).</p>	

13b	Receiving Reports (DD250)—requiring activity role—organizations receiving deliveries must document which items were received. Documentation can be accomplished via completing a receiving report, DD Form 250. Proper documentation ensures the contractor gets paid correctly and efficiently. This is especially important in a deployed environment where there is constant turnover. Upon receipt of a request to complete a receiving report, the end user shall: Review invoice received from CCO. If no discrepancies found, complete DD250 in a timely manner (within 72 hours). If discrepancies are found, coordinate with the CCO to make corrections.	
13c	Finance's Role. Finance will review and inspect invoice, DD250, and any other supporting documents, and reject any invoices with discrepancies. A properly completed invoice and receiving report is required before a contractor is scheduled for payment. Arrange payment for the vendor per finance procedures.	
14	Is the requiring activity aware of what a contract modification is?	
14a	The contracting office should be notified immediately upon discovering that a change may be required in a contract. Generally, contract changes require the same supporting documentation as for the original contract (funding document, SOW/PSW updates). Only CCOs are authorized to effect contract changes which fall into two broad categories: changes within the scope of the contract and changes outside the scope of the contract. Changes within the scope of the contract are those that affect the work originally specified in the contract. The contracting officer is empowered to make such changes upon receipt of proper documentation. The CO must give consideration to the type of work on the original contract and increase in dollar value in comparison to the change being considered. Changes outside the scope of contract are only authorized upon existence of special	

	<p>circumstances, presented by the using activity in the form of a written justification. Otherwise, directives classify such changes as a "new contract" and require separate contracting action. Out-of-scope changes must be made via a supplemental agreement.</p>	
15	<p>Is the requiring activity aware of the duties and responsibilities of a contracting officer representative (CORs)?</p>	
15a	<p>CORs are qualified individuals appointed by the CCO to assist in the technical monitoring or administration of a contract. CORs must be appointed for any contract with significant technical requirements which require ongoing advice and surveillance from technical or requirements personnel. CORs are not generally appointed for simplified acquisitions unless the requirement is complex enough in nature to warrant such action such as those that require a PWS. The requiring activities nomination must include the nominee's qualifications, including training and contract administration experience. The CO will ensure that the COR understands how to properly execute COR responsibilities. Key responsibilities of the COR include: Verify contractor performance IAW terms and conditions of the contract; perform inspections; verify corrected deficiencies; perform government acceptance; liaison with CCO and the contractor; monitor contractor performance and notify CCO of deficiencies; submit performance reports and perform property surveillance.</p>	

SF 44 Checklist

Item Number	Reference: FAR 13.306/DFARS 213.306–SF 44 <i>Purchase Order-Invoice-Voucher</i>	Applicable and Present
1	Are all of the following satisfied:	
2	Amount of purchase is at or below micro-purchase threshold, except for purchases made under unusual and compelling urgency or in support of a contingency operation.	
3	Supplies or services are immediately available.	
4	One delivery and one payment will be made.	
5	Its use is determined to be more economical and efficient than other simplified acquisition procedures.	
6	Are SF 44s controlled and safeguarded?	
7	Has training on use and control been provided?	
8	Were any prompt payment discounts offered? If so, are they on the order?	
9	Is accounting line on order and properly certified?	
10	Are all signatures accomplished—purchaser, seller (order and invoice), and accounting?	
11	Was distribution of copies made correctly?	
12	If cash paid with delivery: #1 copy CCO gives to Finance, #2 Vendor Copy, #3 Finance copy, #4 CCO copy (remain in book)	
13	If no cash paid with delivery-#1 Seller copy (Invoice), #2 Seller copy (his records), #3 Accounting, #4 CCO (remains in booklet)	
14	Was copy of #1 made for file?	

Simplified Acquisition

Item Number	Note: Procedures may differ based on the area of responsibility (AOR). Contact responsible component office of primary responsibility (OPR) for command-specific procedures.	Applicable and Present
1	Purchase Request (FAR 32.702) a. Electronic or original funding documentation in file? b. Funds increase letter in file (if applicable)? c. Fund cite matches award and sufficient funds available?	
2	Perform Market Research/Competition a. Review required sources of supply? (FAR 8.002) b. If <simplified acquisition threshold, did the CCO consider solicitation of at least three sources to promote competition to the maximum extent practicable? (FAR 13.104(b))	
3	Are acquisitions >micro-purchase threshold publicized IAW agency regulations? (FAR 5.101, FAR 5.202(a)(12) and FAR 5.303 exceptions)	
4	Has the acquisition plan been approved by the appropriate authority and does it meet the content requirements of FAR 7.105 and DFARS 207.105?	
5	Did the CCO forward actions as required to the appropriate board/council (Joint Contracting Support Board/Acquisition Strategy Council) for review and approval as required?	
6	Were determination and findings (FAR 1.704) included as required (commercial contract, fair and reasonable price, time and materials contract, period of performance extension, exercise of options) (See accompanying handbook DVD for a summary listing of D&Fs)?	
7	Solicitation a. Is a copy of the solicitation in file? (If synopsis/solicitation is done, place that in file) b. If a service > \$2500 and SCA is applicable, was an SF 98 to include applicable wage determination? (If SCA exempt, include FAR 52.222-48 in solicitation which must be completed and returned with proposal. SCA nonapplicability memo signed by CCO must also be in file)	

8	<p>Were the following solicitation clauses included?</p> <p>a. 52.212-1, Instructions to Offerors-Commercial Items, by Reference</p> <p>b. 52.212-2, Evaluation-Commercial Items, Full Text (only used if you have specific technical evaluation criteria)</p> <p>c. 52.212-3, Offeror Representation and Certifications-Commercial Items, Full Text</p> <p>d. 52.212-4, Contract Terms and Conditions – Commercial Items, by Reference</p> <p>e. 52.212-5, Contract Terms and Conditions to Implement Statutes, Full Text (applicable clauses must be checked)</p> <p>f. 252.204-7004, Required Central Contractor Registration, by Reference</p> <p>g. 252.212-7000, Offeror Reps&Certs-Commercial Items for all solicitations exceeding \$100,000, Full Text</p> <p>h. 252.212-7001, Contract Terms and Conditions to Implement Statutes, Full Text</p>	
9	<p>Were the following solicitation evaluation issues addressed:</p> <p>a. Did the CCO notify the potential quoters or offerors of the basis on which award will be made? (FAR 13.106(1)(a)(2))</p> <p>b. If evaluation factors are used, were the proposals evaluated solely on the factors contained in the solicitation? (FAR 12.602(a))</p> <p>c. If using FAR Part 15 source selection procedures, were all factors and significant subfactors that will affect contract award and their relative importance clearly stated in the solicitation; is the general approach for evaluating past performance information described; and did the CCO insert one of the phrases in 15.304(e)? (FAR 13.106, 15.304(d)(e) and 15.204-5(c)) d. 52.212-4)</p> <p>d. Was past performance an evaluation factor for contract award? If not, was the CO's rationale documented in the contract file?</p> <p>e. If only one offer was received and the price is deemed reasonable based on adequate price competition, was a determination approved one level</p>	

	above the CO? (FAR 15.305) h. Was the source selection decision documented? (15.308)	
10	Was the solicitation and contract reviewed by an appropriate review authority?	
11	Were well-supported pricing objectives developed prior to entry into negotiations?	
12	If only one offer was received and the price is deemed reasonable based on adequate price competition, was a determination approved one level above the CCO?	
Contractor Responsibility		
13	Was the publication, "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" checked before placing vendors on the solicitation mailing list? (FAR 9.405)	
14	Are procedures established for vetting of non-US vendors? (FRAGO, acquisition instruction)	
15	If a CCO determines that a compelling reason exists to conduct business with a contractor that is debarred or suspended from procurement programs, it must provide written notice of the determination to the General Services Administration, Office of Acquisition Policy. Examples of compelling reasons are— - Only a debarred or suspended contractor can provide the supplies or services. - Urgency requires contracting with a debarred or suspended contractor. - The contractor and a department or agency have an agreement covering the same events that resulted in the debarment or suspension and the agreement includes the department or agency decision not to debar or suspend the contractor. - The national defense requires continued business dealings with the debarred or suspended contractor. (DFARS 205.409(a))	
16	Was the local vendor database updated to determine contractor responsibility?	
Award Documentation		
17	a. Did the CCO accomplish a Price Reasonableness Determination? (FAR 13.106-3 (a), 14.408-2, or	

	<p>Subpart 15.4, as applicable)</p> <p>b. Did the CCO include the signed abstract or offer evaluation form (PD2) and offers?</p> <p>c. Is the CCR information (http://www.ccr.gov/index.cfm) for prospective awardee (Print Screen for Verification) for awards to US firms included?</p> <p>d. Did the CCO accomplish the Debar Check (http://epls.arnet.gov/) (Print Screen for Verification) for US firms?</p> <p>e. Does the contract file documentation include the following: quotes or proposals; a brief written description of the procedures used in awarding the contract, including the fact that the test procedures in FAR subpart 13.5 were used; the number of offers received; an explanation, tailored to the size and complexity of the acquisition, of the basis for the contract award decision; and any justification approved? (FAR13.106-3(b)(2) & FAR 13.501(b))</p> <p>f. Was 52.212-3, <i>Representation and Certifications- Commercial Items for Awards >\$2500</i> completed? Or</p> <p>g. Online Representations and Certifications Application (ORCA) (http://orca.bpn.gov) (Print Screen for Information) for US firms?</p> <p>h. Was 252.212-7000, <i>Representations and Certifications- Commercial Items for Awards Exceeding \$100K</i> completed?</p> <p>i. Did the CCO verify all applicable clauses are in the document (52.212-1 and 52.212-3 solicitation only)?</p>	
18	<p style="text-align: center;">Purchase Order/Contract in File</p> <p>a. Is the SF 1449/DD 1155 completed (all required blocks)?</p> <p>b. Specifies FOB terms? (Block 11) - Shows ship-to address? (Block 15)</p> <p>c. Specifies payment/discount terms? (Block 12) - Contains correct payment office address (Block 18a)</p> <p>d. Delivery or performance period clearly stated?</p> <p>e. Did the CCO distribute a copy of the PO to the customer, to the contractor and to finance?</p>	
19	<p>Was the contract modification request/reason for modification/documentation included in the file? (FAR 43.205)</p>	

20	For service contracts, did the CCO ensure that solicitations/contracts included inspection and quality assurance surveillance plans that are necessary to protect the government's interest? (FAR 37.604)	
21	For service contracts, has the contracting officer determined if the services are personal or nonpersonal services and in doubtful cases, obtained the review of legal counsel and documented the file appropriately? (FAR 37.103(a)(3), FAR 37.103(b))	
22	<p>Justification and Approvals</p> <p>a. Have justification and approvals for other than full and open competition been completed and placed in the contract file when required?</p> <p>b. For sole source procurements not exceeding the SAT, did the CCO document the file as to the circumstances of soliciting only one source?</p> <p>c. Were proper approvals obtained IAW acquisition instructions?</p>	
23	Options: Did the contracting officer justify in writing the quantities or the term under option, the notification period for exercising the option, and any limitation on option price under 17.203(g); and include the justification document in the contract file? (FAR 17.202(d) generally covers most of the rationale needed.)	
24	Is consideration given to the need for post-award orientation conferences to foster a mutual understanding of the contractual agreement and the responsibilities assigned (FAR 42.502)?	

Site Activation Checklist

Item Number	Note: Procedures may differ based on the AOR. Contact responsible component OPR for command-specific procedures.	Applicable and Present
1	Learn organizational structure at deployment location.	
2	Brief site commander at deployed location (See attached DVD for sample deployed commander in-briefs).	
2a	<ul style="list-style-type: none"> -Explain current contracting status/organization structure. -Office location—should be collocated with finance and in a location to provide access for contractors and need an assigned finance paying agent to accompany for on the spot/over the counter SF 44 transactions. -Explain your needs for a vehicle, office space, comm, interpreter, security. -Reference who your HCA is and mention how contracting authority flows down from the HCA separate from command authority. -Discuss the role of contracting and local purchase support. We can procure supplies, services and construction necessary to support mission execution, life support, and MWR requirements. Examples: food and water, lodging and shelter, transportation and vehicle leases, base operating services such as laundry, waste disposal and utilities, fuel, equipment, communication and computers, MWR supplies, services and activities. -Requested approvals, permission and policies to include: Requirements validation and prioritization, unauthorized commitments/ratification process (per HCA guidance), undue influence whereby contracting officers will not make illegal purchases and must follow FAR, additional duties exemption, as the situation permits—permission to leave the base/camp/station and wear civilian clothes, provide contract status updates during staff meetings. 	
2b	<ul style="list-style-type: none"> -Are purchase request/funding controls in place; identify who can approve PRs? -Only CCOs can obligate the US government, though (if HCA authorizes) CCOs can train/appoint 	

	<p>decentralized ordering officers to use the SF 44s and BPAs.</p> <p>-Explain that CCOs will achieve mission success using expedited acquisition procedures while ensuring adherence to laws and regulations.</p> <p>-Is there an on-scene veterinarian or public health official for inspection of food and water?</p> <p>-Is there a base supply (LGS) function? Can we centralize receipt of goods? Can he or she accomplish quality assurance?</p> <p>-What would you like for delivery procedures—centralized receipt; delivery to on/off base customers; pickup downtown?</p> <p>-Are escorts available for on-base deliveries, trash pickup, and construction? If escorts are not available, suggest making the requesting organization responsible for providing escorts.</p> <p>-Provide customer training (weekly, monthly) and provide a contracting customer handbook (see attached DVD for sample contracting customer handbook).</p> <p>-Explain that CCOs will achieve mission success using expedited acquisition procedures while ensuring adherence to laws and regulations.</p>	
3	<p>HCA inputs: Is this a declared contingency operation? What is the simplified acquisition threshold? What is the micro-purchase amount? Is there a Host Nation Support Agreement in place? What are the NAF contracting procedures? What are the contract reporting procedures? What is the on-site CCO's/contracting office chief's ratification authority? What ratification format/form will be utilized? Who assigns PIIN numbers? Who is the contracting office chief and who is one level above the CCO? Is approval provided to allow CCOs to appoint ordering officers to utilize the SF 44? When is the GPC card approved for use?</p>	
4	<p>Team up with finance personnel and establish local funding and payment procedures; set up obligation authority for GPC purchases as appropriate.</p>	

5	Team up with supply representative, if available, to establish local purchase procedures.	
6	Team up with transportation representative, if available, to coordinate rules for vehicle hires, shipping instructions, and a contracting vehicle.	
7	Team with communication representative, if available, to coordinate procedures for comm requirements, and obtain communications support (telephone and fax access).	
8	Team up with civil engineer representatives on construction or material support.	
9	Team up with services representatives, if available, on billeting requirements, food service, and morale issues.	
10	Hire interpreter/guide if needed.	
11	Set up office space if available; identify (signpost) location of office.	
12	Survey local market, availability of local sources and capabilities, obtain maps and telephone books, and check with the embassy for local vendor recommendations.	
13	Establish a customer education guide (see DVD for samples) and rules of engagement with main customers; discuss possible requirements and develop strategies.	

Item Number	Terminations Checklist Reference: FAR 52.249-2, Termination for Convenience Reference: FAR 49.402-3, Termination for Default Reference: FAR 12.403, Termination for Cause	Applicable and Present
1	Does the CO have authority to terminate the contract? (FAR 49.101)	
2	Consider which type of termination is being considered (partial or full termination). (FAR 49.115)	
3	Was termination coordinated through legal office? (FAR 49.105-2/Local Policy)	
4	Was a notice of termination specifying the extent and the effective date made? (FAR 49.102)	
5	Was a cure notice issued? (if applicable) (FAR 49.402-3)	
6	Was a show cause notice issued? (if applicable) (FAR 49.402-3)	
7	Was a Suspension of Work (construction)/Stop Work Order (comm/services) issued?	
8	Was a notice of termination issued to the contractor? (FAR 49.102)	
9	Did contractor terminate all subcontracts? (FAR 49.104(b))	
10	Did you obtain GFP from contractor? (if applicable) (FAR 49.108-3(b)(1))	
11	Were the materials paid for received by the government? (if applicable)	
12	Were inventory schedules received from contractor? (if applicable)	
13	Did you negotiate a settlement cost with the contractor?	
14	Did you request final invoice from contractor?	
15	Was a price negotiation memorandum completed to show Proposed/Objective/Negotiated completed?	
16	Was a modification done to terminate contract (Bilateral Preferred)?	