



Customer Contracting Guide

US ARMY HEALTH CONTRACTING ACTIVITY
2199 Storage Street
JBSA Fort Sam Houston, Texas

APRIL 2021



PREFACE

The U.S. Army Health Contracting Activity (USAHCA), located at Joint Base San Antonio, Fort Sam Houston, TX, provides contracting support for health care services and other health care related requirements in support of the MEDCOM and DHA health care missions. We are dedicated to providing the highest quality and best value contracting support possible. This guide, while not all-inclusive, has been developed to provide you the Requiring Activity (RA) and our customer, with the necessary information and tools to assist you in obtaining contracting support from your local Regional Health Contracting Office (RHCO) and/or the Health Readiness Contracting Office (HRCO), herein referred to as the RHCOs. We are committed to our mission and honored to serve you.

Table of Contents

[CHAPTER 1](#) Planning Process and the Acquisition Team

[CHAPTER 2](#) Acquisition Planning Documents PCF?

[CHAPTER 3](#) Market Research

[CHAPTER 4](#) Requirement Description

[CHAPTER 5](#) Performance Requirements Summary (PRS)

[CHAPTER 6](#) Quality Assurance Surveillance Plan (QASP)

[CHAPTER 7](#) Independent Government Estimate (IGE)

[CHAPTER 8](#) Anti-Terrorism/Operational Security (AT/OPSEC)

[CHAPTER 9](#) Contracting Officer's Representative (COR)

[CHAPTER 10](#) Miscellaneous Documents

[ENCLOSURE A](#) Sample Market Research Report

[ENCLOSURE B](#) Sample PWS (Personal and Non-personal services)

[ENCLOSURE C](#) Sample PRS

[ENCLOSURE D](#) Sample QASP

[ENCLOSURE E](#) Sample IGE and IGE Memo

[ENCLOSURE F](#) COR Training Requirements

[ENCLOSURE G](#) OGE 450, Financial Disclosure Worksheet

[ENCLOSURE H](#) Acronyms

[ENCLOSURE I](#) Sample Contracting Milestones

CHAPTER 1. Planning Process and the Acquisition Team

1.1. USAHCA utilizes a team approach between the activity that requires contracting support, referred to as the Requiring Activity (RA) or customer, and the local Regional Health Contracting Office (RHCO). An understanding of the needs of both parties (RA and RHCO), as well as the roles each play in the acquisition process can do much to ensure the subsequently awarded contract will fulfill mission requirements. Early contact with the local RHCO (as soon as you have a defined requirement) is strongly encouraged.

1.2. Once a requirement is identified, the RA should promptly create a cabinet in the Paperless Contract Files (PCF) module of the Virtual Contracting Enterprise (VCE) at <https://vce.army.mil> and upload documents for the procurement package. The RA/customer must first register in the VCE Customer Registration and be granted access by a command gatekeeper to allow access to PCF. Once a procurement cabinet is submitted in PCF, a contracting office gatekeeper of the local RHCO will review and accepted the RA's requirement and assign it to a contracting team. This team will assist the RA in preparing additional documents required for a complete procurement package. Discussed below are the roles and responsibilities of the team members.

1.2.1. *RA/Customer*. The RA's role is to initiate and define the requirement and to ensure the requirement meets all the needs of the command. It is the RA's responsibility to prepare and submit a complete procurement package. Therefore, the RA representative should be highly knowledgeable in the requirement. This representative is most often the RA's nominee for the Contracting Officer Representative (COR) for service contract requirements and for supply requirements at the discretion of the contracting officer (KO). [Chapter 2](#) provides further information regarding required documents for the procurement package.

1.2.2. *Contracting Officer (KO)*. The KO has express authority to negotiate and award, administer, and/or terminate contracts. The KO's role in the planning process is to ensure the various documents of the procurement package comply with appropriate laws, executive orders, regulations and other applicable procedures and to provide guidance for the most effective acquisition strategy to utilize for a particular requirement. The KO is responsible for ensuring that the solicitation/award process is conducted correctly and that both the Government and the contractor comply with the terms and conditions of the resultant contract.

1.2.3. *Contract Specialist (KS)*. The KS supports the KO and prepares necessary pre-award and post-award documents. The KS role in the planning process is to share lessons learned from current or previous procurements for the same or similar requirements and to review all documents associated with the procurement package for adequacy and completeness. The KS administers the resultant contract in accordance with the terms and conditions of the contract and applicable laws and regulations. The KS does not have authority to negotiate and award, administer, and/or terminate contracts. The KS is the first line of communication for the RA and makes

recommendations to the KO on acquisition strategy and contract administration actions.

1.2.4. *Local Procurement Analyst (LPA)*. The LPA role in the acquisition planning process is to support the KO by ensuring the procurement is compliant with statutory, regulatory and policy requirements and provide guidance as applicable. To accomplish this, the LPA reviews the specific procurements at various points in the acquisition process, to include a review of the proposed PWS/SOW and supporting documents, the solicitation, the evaluation findings with award decision, and the proposed contract. The LPA will also provide support to the KO during contract administration as needed. Each RHCO has at least one LPA to support the KO. At specific dollar thresholds, the KO may also require reviews from Regional Procurement Analysts at the USAHCA Command level.

1.2.5. *Legal Advisor*. The Legal Advisor's role in the acquisition planning process is to support the KO by ensuring the procurement is legal and protects the interests of the government. To accomplish this, the Legal Advisor reviews specific procurements at various points in the acquisition process, to include a review of the proposed PWS/SOW and supporting documents, the solicitation, the evaluation findings with award decision, and the proposed contract. The Legal Advisor will also provide support to the KO during contract administration as needed

1.2.6. *MEDCOM Small Business Programs Office (SBPO)*. The SBPO's role in the planning process is to review the draft documents as applicable and ensure small businesses have an equitable, fair and impartial opportunity to participate in the acquisition. The goal of the SBPO is to educate small business on doing business with the government and facilitate their competing more effectively in the acquisition process.

1.2.7. *USAHCA Contracting Operations Directorate (CONOPS) and the USAHCA Procurement and Acquisition Management Directorate (PAMD)*. Procurement Analysts in both of these directorates support the KO at the regional and Command level by reviewing specific procurement documents in the acquisition package to ensure there are no statutory, regulatory or policy inconsistencies; and to provide guidance as applicable.

1.2.8. *Contracting Officer's Representative (COR)*. The COR is often the primary focal point for the requiring activity and is usually responsible for drafting the requirement documents, participating in acquisition planning team meetings as the technical expert, and working with the RHCO contract liaison to review and refine procurement documents as necessary. As the technical expert, the COR assists in the evaluation of proposals as a member of the Source Selection Evaluation Board (SSEB), when applicable. Once an award is made, the COR functions as the eyes and ears of the KO, conducts contract surveillance to ensure that services meet the performance standards set forth in the contract, and inspects and accepts (or rejects) work performed.

CHAPTER 2. Acquisition Planning Documents

2.1. The following documents are required as part of the procurement package submitted by the RA. Some documents are only required when the requirement is for the acquisition of services and some are required for all requirements regardless of type. Additional details are found in the following chapters of this guide, and samples/templates for most are enclosed. The RA must create

2.1.1. *Purchase Request (PR)/Funding.* Pursuant to the Anti-Deficiency Act, 31 U.S.C. 1341 and FAR Subpart 32.7- Contract Funding, the KO cannot award a contract unless adequate funds are available. The most common method within USAHCA is through an electronic PR approved by an authorized Fund Certification officer submitted through the General Funds Enterprise Business System (GFEBS) and serves as the formal document certifying availability of funding. Depending on the origin of the document, a Military Interdepartmental Purchase Request (MIPR) or a DA Form 3953, Purchase Request and Commitment (PR&C) may be submitted when access to GFEBS is not available. The PR can be provided to this office fully funded or, if the period of performance is in the next fiscal year, as Subject to Availability of Funds (SAF). USAHCA does not incrementally fund contracts.

2.1.2. *Request for Services Contract Approval Form (RSCA) and Inherently Governmental Functions Determination.* The RSCA signals approval by the appropriate RA authority to acquire services IAW AR 70-13 and satisfies the written determination requirement IAW FAR 7.503(e) and DFARS 207.503(e) that none of the functions to be performed are inherently governmental. The RA must submit a fully executed and approved RSCA prior to the KO awarding a contract for services. It should be noted that the process to staff the RSCA can be lengthy depending on the complexity of the procurement. Therefore, if RSCA approval has not occurred prior to solicitation release, the RA may provide, and the KO may accept, alternative documentation (such as a memorandum for file) to satisfy the requirements at FAR 7.503(e) and DFARS 207.503(e). This does not relieve the requiring activity from its responsibility for completing and approving the RSCA, but allows for alternate documentation to satisfy the inherently governmental determination requirements. Each Service within DOD and DHA have a version of the service contract approval document. (See your resource manager for additional information/assistance).

2.1.3. *AT/OPSEC Cover Sheet.* This document is first initiated by the RA, then reviewed and signed by the RA's Anti-Terrorism (AT) and Operational Security (OPSEC) officers. The document serves to establish the need for AT/OPSEC verbiage to be included in the PWS. The RA must ensure that the appropriate AT and OPSEC language is included in the PWS as indicated by the AT/OPSEC Cover Sheet. This document is usually completed in conjunction with the RSCA discussed above.

2.1.4. *Market Research.* This document is prepared and signed/dated by the RA, with supplemental market research completed by the KS at a later date. Market research provides a greater understanding of the market place and is used to determine what

products/services and sources for those products/services are available in the commercial market that will satisfy the Government's needs. The process of market research is the foundation for the development of the requirement package as well as for the acquisition strategy. Market research must be current and relevant and usually conducted within the 12 months preceding award of a contract. See [Chapter 3](#) for a more detailed discussion of what market research is, how to conduct market research, and how to document it. A sample Market Research document is at [Enclosure A](#).

2.1.5. *Requirement Description*. This document is the core of the contract and will vary depending on the type of requirement. For supply type purchases, this document will be in the form of a Salient Characteristics description. For service type purchases, this document may be a Performance Work Statement (PWS) for performance-based requirements, Statement of Work (SOW) for non-performance based requirements, or a Statement of Objectives (SOO) when a more defined work statement is not possible. See Chapter 4 for a more detailed discussion on requirement descriptions for the more commonly used documents within USAHCA. Sample PWS's are at enclosure B.

2.1.6. *Performance Requirements Summary (PRS)*. The PRS reflects the desired outcomes for critical, mission essential performance objectives, a performance standard for each objective, and an acceptable quality level the contractor must achieve. The standards must be measurable and structured to permit an assessment of the contractor's performance. A PRS is required for service acquisitions and is normally incorporated into the solicitation/contract as Exhibit A to the PWS. A sample PRS is at [enclosure C](#).

2.1.7. *Quality Assurance Surveillance Plan (QASP)*. The QASP is the government document that the COR will use to perform surveillance on the contractor. It outlines the surveillance techniques and procedures to inspect the service(s) and explains how a contractor's performance will be measured. The QASP is required for service acquisitions and is normally incorporated as an attachment to the solicitation, but is not a part of the resultant contract; however, it is normally provided to the contractor and COR for reference. A sample QASP is at [enclosure D](#).

2.1.8. *Independent Government Estimate (IGE)*. This document represents the RA's best estimate of what the cost to the government should be for successful accomplishment of the requirement(s) stated in the PWS/SOW. The IGE must comply with AFARS 5107.9002. A more detailed discussion of the IGE and its development can be found at [enclosure E](#).

2.1.9. *Contracting Officer's Representative (COR) Nomination and Training*. The COR is the individual identified by the RA to possess the requisite experience, training, and knowledge to perform surveillance on the contractor's performance to ensure the government obtains what it has contracted for. The COR is designated by the KO through a Letter of Appointment that will specify the authorities, responsibilities, and

limitations of the COR. When an alternate individual is needed to perform COR duties in the absence of the primary COR, the KO may appoint an alternate COR. The alternate COR must possess the requisite experience, training, and knowledge to perform surveillance on the contractor's performance to ensure the contract is fulfilled. CORs initiate their nomination electronically in the Procurement Integrated Enterprise Environment (PIEE) web based application Joint Appointment Module (JAM) located at (piee.eb.mil). There are three COR levels or "types," which are determined by the KO based on the nature and complexity of the requirement and contract performance risk. The COR will upload required training certificates into the module with their self-nomination through their supervisor, and subsequently be designated in writing by the KO through the PIEE JAM module. The appointed COR will then perform regular surveillance activities (no less than monthly) in the PIEE Surveillance and Performance Monitoring Module (SPM). Required training is dependent upon COR "type" (see [enclosure F](#))

2.1.10. *OGE-450 Job Aide*. All acquisitions that require the appointment of a COR, require the KO to determine whether the COR will be required to file the OGE 450, Confidential Financial Disclosure Report. The OGE 450 Job Aide ([enclosure G](#)) will assist the KO in making that determination. The OGE 450 Job Aide is to be completed, signed and dated by the supervisor of the COR nominee who will then upload the document to the PIEE JAM module with their self-nomination.

CHAPTER 3. Market Research

(See [Enclosure A](#))

3.1. Market research is a deliberative and intentional process by which you assess what is available in the market to meet your organization's specific need. It requires collecting, organizing, maintaining, and analyzing information. It is the first step in the acquisition process. Market research should be completed before the RA independently writes the applicable requirement description document.. The market research you conduct will refine the requirement and the subsequent documentation needed for your requirements package.

3.2. Use Caution. During market research, you will likely have contact with industry representatives. It is important that you maintain an "arm's length" relationship in all such dealings.

3.2.1. When identifying yourself, qualify the conversation by explaining that you are "performing market research." State clearly that "**I am not a contracting officer**," and explain that as such you are not authorized to purchase goods or services, or make promises on behalf of the government. Go on to explain what you are researching, and proceed from there to obtain the information you need.

3.2.2. Do **not** solicit pricing for your contemplated requirement. Never ask for or accept a quote from avendor industry representative. If an industry representative offers to provide you a quote, explain that you are performing basic market research at this point, and that if your market research develops into an actual government requirement, the contracting office will publish the solicitation on the Contract Opportunities section of beta.SAM.gov.

3.2.3. Do **not** share or disclose procurement sensitive information. Any information released to industry in advance of a formal solicitation could lead to an organizational conflict of interest and possible disqualification of a potential offeror.

3.3. Statutory references regarding market research include 41 U.S.C. 253a(a)(1), 41 U.S.C.264b, 10 U.S.C. 2377, and 6 U.S.C. 796. Regulatory guidance includes FAR Part 10, DFARS Part 210 and AFARS Part 5110.

3.4. Benefits of effective market research include:

- Reduced acquisition costs
- Reduced cycle times
- Greater access to evolving/advanced technologies
- Fulfillment of statutory requirements

- Determination of commerciality and optimization of potential use of commercial items
- Determination of the level of competition available
- Helps in defining the requirement and estimating its cost to the Government
- Helps in mitigating program risks
- Used to determine Small Business participation
- Identifies current commercial practices, capabilities and availability of industry
- Identifies potential sources

3.5. Basic principles. Understand that there is no “one-size-fits-all” approach. Market research must be adapted to fit the circumstances. Here are some basic principles:

- Start early while your requirement is still flexible.
- Evaluate and properly document your research.
- Refine as you proceed. The research should always proceed from the general to the specific.
- Acquire basic information on at least three industry sources and the products or services they offer, and then focus in greater detail on the salient characteristics or required tasks that seem likely to meet the Government’s requirement.
- Tailor the research results to your needs.
- Repeat as necessary. Think of market research as an iterative process. Successful market research often requires multiple efforts.

3.6. Conducting market research.

- Perform internet searches.
- Review printed literature such as trade journals, catalogs, sales brochures, etc.
- Contact private sector companies/industry representatives. Prior to making contact, develop an organized approach for your interaction, including a brief description of your requirement and a line of questioning tailored to the research you need for your specific requirement. Each requirement is different, so the

market research questions to be asked will vary from requirement to requirement. Suggest letting the liaison review the description of work and questions. Work from the following samples and apply common sense and critical thinking to develop questions that will help you uncover the information you need.

- Consider questions like:
 - What are the capabilities of your company?
 - Is your market competitive?
 - Who are the sellers and buyers in the market?
 - Is the federal government currently a buyer of this product (or service)?
 - Does your company currently have contracts with the federal government for this product (or service)?
 - Does your company have authorized dealers or distributors? (Supply purchase)
 - What terms or conditions or contract structure are common to your industry?
 - Are published prices available for these products (or services)?
 - What innovative approaches are used by your company?
 - What type of warranty do you provide?
 - What quality control methods are common to your industry?
 - What makes your company a market leader?
 - Who are some of your customers?
 - What are common qualifications of the personnel who will provide the service?
 - Can you meet any schedule constraints?
 - Are you SAM registered?

3.7. Evaluate and document your research. Properly evaluating and documenting market research is critical for supporting procurement decisions. The immediate objective of conducting and evaluating your market research is not to select an item in the commercial marketplace to meet the requirement, but to determine if the salient

characteristics or specific tasks to be performed for your requirement can be met by the commercial market and to determine if the commercial marketplace can sustain the capability. Market research will eventually be used formulate the procurement strategy.

3.8. Once you conclude market research, you will need to compile your market research results into a single narrative report that presents the information acquired in an orderly manner. Include information taking into consideration the following: the Five W's (who- what-when-where-why); are there enough sources of commercial items available; how well would commercial items meet the requirement; can the requirement be modified, within reason, to accommodate the use of commercial items; is there a commercial market a potential for the products or services; is using a commercial entity cost effective; are processes, methods, and controls in the industry acceptable to meet quality and delivery schedule requirements, etc.

3.9. Your documentation should include a record of the companies and/or organizations you contacted, the questions you asked, a summary of the information passed on to you, and the actions you took as a result of the contact and evaluation of the information gathered. When completed, your report should stand alone, only referring to attachments as necessary to support your conclusions. This will assist in the development of the requirement description, the acquisition plan, solicitation terms and conditions, and the evaluation criteria for the source selection as applicable. Be sure to sign and date your market research report.

3.10. Helpful Websites:

- Regulatory:
 - Federal Acquisition Regulation (FAR) - <https://www.acquisition.gov/>
 - Defense Federal Acquisition Regulation Supplement (DFARS) - <https://www.acq.osd.mil/DPAP/dars/dfarspgi/current/index.html>
 - Army Federal Acquisition Regulation Supplement (AFARS) - <https://spcs3.kc.army.mil/asaalt/procurement/AFARS/AFARS.aspx>
 - DoD Issuances - <https://www.esd.whs.mil/dd/>
- Opportunities and Mandatory Sources:
 - Contracting Opportunities – <https://beta.sam.gov>
 - GSA Schedules - <http://www.gsa.gov/portal/content/197989>
 - Interagency Contracts Directory - www.contractdirectory.gov

- UNICOR - <http://www.unicor.gov/>
- Medical Industry Resources:
 - Pharmacy Week - <http://www.pharmacyweek.com/>
 - Medical Net Top 20 Medical Information Sites - <http://medical.nettop20.com/>
- Pricing and Estimate Resources:
 - US DOL Bureau of Labor Statistics - <http://stats.bls.gov/>
 - JobStar Central - <http://jobstar.org/tools/salary/sal-prof.php>
- Small Business Resources:
 - North American Industry Classification System (NAICS) Codes - <http://www.census.gov/eos/www/naics/>
 - Small Business Administration – www.sba.gov
 - SBA Dynamic Small Business Search - http://dsbs.sba.gov/dsbs/dsp_dsbs.cfm
- General:
 - Google - <http://www.google.com/>
 - ThomasNet – www.thomasNet.com
 - Newspapers - <http://www.newspapers.com/>
- Additional Training and Guidance Resources:
 - OSD Commercial Item Handbook, Nov 2001 - <http://www.acq.osd.mil/dpap/Docs/cihandbooks.pdf>
 - Defense Standardization Program Office SD-5 Market Research Guide – https://www.dsp.dla.mil/Portals/26/Documents/PolicyAndGuidance/Guidance-SD-5_121818.pdf?ver=2018-12-21-123727-830

CHAPTER 4. Requirement Description ([Enclosure B](#))

4.1. Supply Requirements. When supplies are required, a description of the Salient Characteristics for the supply is required. To the maximum extent practicable, the RA shall describe their requirement in terms of those physical, functional, and performance needs that will determine the minimum level of quality and reliability of the item to meet mission needs. When the requirements for quality and reliability can only be expressed in terms of or be met by a single brand name description, proprietary specifications or standards, or a brand name or equal description, a justification and approval document is required in accordance with FAR 6.3 and DFARS 206.3

4.2. Service Requirements. The preference within Army is a PWS for service requirements. The PWS is a statement of work for performance based acquisitions that describes the required results in clear, specific and objective terms with measureable outcomes. In addition to administrative issues such as hours of operation and location of performance, etc., it sets forth all the tasks to be performed by the contractor in general terms of what is to be done (i.e. the result/outcome) and not how it is to be done (i.e. the process/method). When the PWS defines needs in terms of outcomes rather than processes, it provides maximum flexibility to the contractor to develop the best method to meet the Governments' objective(s). A PWS can be for either personal or non-personal services. A personal services contract is intended to create an employer-employee relationship between the government and the individual service provider to the extent necessary for providing services under the contract. These services are subject to day-to-day supervision and control by the government and is limited to specific statutory authority, such as in the case of direct health care providers. A non- personal services contract is not intended to create an employer-employee relationship; in the case of non-personal services, the government shall not exercise any supervision or control over the service providers performing under the contract. Such providers shall be accountable solely to the contractor who, in turn, is responsible to the government.

4.2.1. The PWS must be written to ensure that all offerors compete equally. The Government must remove any features that could restrict a potential offeror. However, the PWS must also be descriptive and specific enough to protect the interests of the Government and to promote competition. The clarity and explicitness of the requirements in the PWS will invariably enhance the quality of the proposals submitted. A definitive PWS is likely to produce definitive proposals, thus reducing the time needed for proposal evaluation.

4.2.2. When a contract is awarded, the PWS is legally binding upon the contractor and the Government. It provides an objective measure so that both the Government and the contractor will know when increments of work are completed and payments are justified.

4.2.3. The PWS format consists of seven (7) major parts as delineated below. See [enclosure B](#) for examples of a personal services PWS and of a non-personal service PWS.

- Part 1. General Information/Background/Objectives/Scope
- Part 2. Definitions/Acronyms
- Part 3. Government Furnished Items (i.e. services, facilities, utilities, equipment, materials)
- Part 4. Contractor Furnished Items (i.e. services, facilities, utilities, equipment, materials)
- Part 5. Description of Work/Specific Tasks
- Part 6. Applicable Publications (Mandatory and Advisory)
- Part 7. Exhibit/Attachment List

CHAPTER 5. Performance Requirements Summary (PRS)

(See Enclosure C)

5.1. The Performance Requirements Summary (PRS) identifies the performance objectives/outcomes that are necessary to meet the mission and defines the acceptable performance standards that the contractor must meet in order to meet the identified objective. The PRS elements are extracted from the PWS.

5.2. The PRS should be brief and capture the significant elements of the requirement. It is usually reflected as a graphical representation of the standards and applicable measurements set forth in the contract or a matrix that includes:

- Required Service/Performance Objective and reference PWS paragraph number
- Performance Standard
- Acceptable Level of Performance or Acceptable Quality Level (AQL)
- Method of Surveillance

5.3. The matrix provides a quick snapshot of your specific tasks and gives both the government and contractor the ability to map your objectives to stated tasks, standards, Acceptable Quality Levels (AQL), and assessment methods. It does not tell a potential contractor how to meet the needs of a requiring activity. The PRS matrix must outline the expected outcome of the contractor's efforts, but does not direct the contractor on how to perform the task(s).

CHAPTER 6. Quality Assurance Surveillance Plan (QASP) (See Enclosure D)

6.1 The Quality Assurance Surveillance Plan (QASP) is a document designed to provide the Contracting Officer's Representative (COR) with an effective and systematic surveillance method for evaluating contractor performance. It ensures that the Government is receiving what is contractually required. The QASP is a companion document to the PWS, and should be developed in complementary fashion. A well written QASP, when followed, is the Government's guarantor of quality assurance.

6.2 The QASP consists of written instructions for the COR and the PRS table/matrix containing objectives for contract performance which have been extracted from the PWS. It depicts a planned process to monitor contractor performance, using systemic methods, surveillance, inspections, and measurement. The QASP is developed by the government, based on contractual quality requirements of the contract or task order. The QASP is shared with the contractor by attaching it to the solicitation, but the QASP is not part of the resultant contract. The Government may modify or improve the QASP during the contract life cycle. However, the modification may not deviate from any related contract terms and conditions.

6.3 The QASP is tailored to each particular requirement and is based on the PRS and the work contained in the PWS. The PRS is the key to developing the QASP, since it lists the required services, the standards that must be met, the Acceptable Quality Levels (AQL), and the planned method of surveillance. All of this information is required by the COR to complete surveillance forms and compile regular reports about the contractor's performance of the contract.

CHAPTER 7. Independent Government Estimate (IGE)

(See [Enclosure E](#))

7.1. The IGE is developed by the requiring activity to establish a realistic price/cost for budget purposes. The RA provides the IGE to the KO. The format and content of the IGE will vary in accordance with the complexity and value of the requirement. Generally, costs for health care services can be identified by the primary categories of labor, payroll additives (labor burden or fringe), other direct costs, indirect costs (overhead), general and administrative costs (G&A), and profit/fee.

7.2. The IGE is best built upon using the foundation of your market research efforts and summary report. You can also review current and previous contract documents, if available, as a further aid in the preparation of your new IGE. The IGE must include:

- Sufficient narrative and analytical detail to explain how the IGE was developed;
- Any supporting documentation;
- A statement certifying that the IGE was independently developed by the Government prior to seeking any formal proposals from contractors;
- The name, organization, title/position, telephone number, and signature of the preparer and the date prepared;
- The name, organization, title/position, rank/grade, telephone number, and signature of the immediate supervisor of the preparer and the date signed.

7.3. The IGE should reflect the cost elements when applicable. Cost elements may include:

- Direct labor: the labor directly applied to the performance of the contract requirements.
- Escalation: the estimated impact of inflation. An average escalation of 2-4% may be reasonable, if circumstances warrant it.

General & Administrative (G&A) costs: includes management, financial and related expenses incurred for the overall operation of a business, such as compensation packages, employee training, jury duty, business taxes, liability and other business insurances, legal costs, and non-contract specific leases, equipment and supplies. G&A is expressed as a percentage of the sum of all other expenses (labor, burden, direct costs, and overhead). Historically, G&A rates up to 15% are acceptable.

- Indirect labor: includes costs of personnel in a support capacity that support the direct performance of the service contracted (e.g. supervisory, inspection, maintenance, custodial, clerical, etc.).
- Other Direct Costs (ODC): includes costs used in direct support of the contract, such as material, equipment, vehicles, office furniture, travel and per diem necessary for the contractor to perform the specific work you expect to accomplish. For example, for personal services, continuing medical education would be an appropriate ODC.
- Other Indirect Costs (i.e. overhead): includes costs that cannot be applied to a specific cost category but is in support of your specific requirement, such as utilities, rent, janitorial supplies, office supplies, transportation, and depreciation. Overhead is calculated/expressed as a percentage of costs.
- Payroll Considerations (also known as labor burden or fringe benefits): includes such cost elements as employee benefits such as Health & Welfare (H&W) (e.g. life, accident, and health insurance plans; pension plans; vacation, holidays, civic and personal leave; severance pay; and savings and thrift plans), Federal Insurance Contributions Act (FICA), Federal Unemployment Taxes (FUTA), State Unemployment Taxes (SUTA), and Workers' Compensation (WC). In a straight-line method preparation of the IGE a H&W rate of approximately 25-30% of the unburdened labor rate can be used. When not using the straight-line method, individual rates can be calculated based on the current rates in place, for example, the FICA tax rate, which includes Social Security and Medicare is currently 7.65% of the first \$137,700.00 of wages. FUTA is currently 6% of the first \$7,000.00 and capped at \$420 per year, per employee.
- Profit or fee: the amount over and above any allowable costs paid to a contractor for performance. The profit/fee percentage varies from contract to contract, but is typically higher on contracts with higher contractor risk. Based on weighted guidelines, an IGE profit/fee of 7% may be acceptable for healthcare requirements, but may be higher or lower based on complexity of the requirement.

7.4. Determination of Full Time Equivalent (FTEs).

7.4.1. Each proposed service contract action must be evaluated according to the following guidelines to determine the appropriate number of hours to be counted towards a FTE. While market research is essential to determine the circumstances affecting an FTE, consideration must be given to the type of service to be provided:

- Personal. Most personal service contracts in MEDCOM are for direct health care providers (HCPs). These personnel are typically required to take a certain number of continuing medical education (CME) courses each year to

maintain their certifications and licenses. For personal services, 1920 hours is the full-time equivalent (FTE) and is the standard number of hours for each HCP.

- Non-personal. These contracts typically involve ancillary personnel (clerks, medical technicians, laboratory technicians, etc.). Most of these personnel are covered by the Service Contract Act, and their minimum leave allowances are dictated by either Department of Labor (DOL) Wage Determination (WD) appropriate for the location or on occasion a Collective Bargaining Agreement (CBA). In these instances, contact the KO to determine what the applicable WD sets forth as the minimum requirements to determine the number of hours to consider for an FTE.

CHAPTER 8 Anti-Terrorism/Operational Security (AT/OPSEC)

8.1. The implementation of Anti-Terrorism (AT) and Operational Security (OPSEC) considerations in the requirements package is the responsibility of the RA. Because of this, the AT/OPSEC representatives are key partners in developing the AT and OPSEC security requirements in the PWS and related documents. Proper and timely coordination with the AT/OPSEC representatives is necessary to ensure all necessary AT/OPSEC language is included in the PWS.

8.2. As the PWS is finalized, it is your responsibility as the RA representative to complete the AT/OPSEC Cover Sheet (checklist). The cover sheet, at a minimum, must include all the information and reviews listed in the Army standard cover sheet at Appendix A of the AT/OPSEC Desk Reference, available via the Internet at https://army.deps.mil/army/sites/PMG/prog/ATEP/AT%20in%20Contracting/AT%20OPSEC%20Desk%20Reference%205th%20Edition_web.pdf (Army Knowledge Online login required). The AT/OPSEC requirement also applies to orders under indefinite delivery contracts, unless each task or delivery order under the contract is for substantially the same product or service, in which case the cover sheet at the contract level is sufficient.

8.2. The AT/OPSEC Cover Sheet requires signatures from the requiring activity (e.g., COR), the AT officer, and the OPSEC officer. AT/OPSEC is an essential consideration of the acquisition process. Your contract cannot be awarded without this signed checklist.

8.3. Procedures.

8.3.1. Complete the AT/OPSEC Cover Sheet using the final PWS as a reference. Sign/date and forward your checklist to the AT and OPSEC officers along with the following documents corresponding to these stated classes of requirements:

- Service requirements - PWS/SOW, QASP, and Applicable evaluation criteria (AT, OPSEC, IA, Physical Security requirements)
- Supply requirements - Item or product quantities and descriptions

8.3.2. Once the checklist has been returned to you, ensure any checklist-directed revisions are made. (e.g., the AT/OPSEC officers may determine that a certain training is required and the appropriate paragraph needs to be added to the PWS.)

8.3.3. Provide your RHCO liaison with the signed checklist and associated documents.

8.4. The proponent for AT/OPSEC policy is the MEDCOM Provost Marshall. See OTSG/MEDCOM Policy Memo 17-059, Integrating Antiterrorism and Operations Security Requirements into the Contract Support Process, dated 14 Dec 2017, for further details.

CHAPTER 9. Contracting Officer's Representative (COR)

(See Enclosure F and Enclosure G)

9.1. The Contracting Officer's Representative (COR) fills a critically important position. The COR is the KO's eyes and ears on the contractor's performance. Commanders who select and train high quality CORs reap the benefit of substantially better contract support and protect the Army from fraud, waste and abuse.

9.2. The COR should be identified by the RA as early in the acquisition process as practicable, but no later than the point when the RA confirms a requirement exists. The RA shall ensure that:

- The COR nominee will be afforded sufficient time, resources and opportunity to accomplish COR duties;
- The COR duties will be reflected in the nominee's annual performance standards; and
- The COR nominee was notified of the requirement to complete an Office of Government Ethics (OGE) Form 450, Confidential Financial Disclosure Report within 30 days of appointment by the contracting officer, when applicable.

9.3. Formal nomination of CORs is accomplished using self-nomination process of the Procurement Integrated Enterprise Environment (PIEE) web based application Joint Appointment Module (JAM) located at (<https://piee.eb.mil>). The COR will upload required training certificates into the module with their self-nomination, which will then be submitted through their supervisor, and subsequently to the KO for an official appointment/designated in writing through the PIEE JAM module. If the nominated COR does not already have a PIEE account, they will be required to register in PIEE and complete an electronic DA Form 2875, System Access Authorization Request (SAAR). Every service should have a Local Department Administrator for its major command and subcommands who are responsible for role activation and DA 2875 maintenance for their commands and/or location DoDAAC. See <https://piee.eb.mil> for additional information related to registration in PIEE and instruction on the self-nomination process. Click on the "Register" button in the upper right hand corner and follow the prompts.

9.4. The RA shall ensure the COR meets the minimum competencies, experience and training based on the nature and complexity of the contract requirement and contract performance risk corresponding to the following three types (A, B and C, as defined earlier in [Enclosure F](#)):

- Type A: fixed-price, low performance risk requirements such as supply contracts and orders, or services such as hospital housekeeping.
- Type B: other than fixed-price, low performance risk requirements.
- Type C: unique requirements that necessitate a professional license, higher education, or specialized training. Many CORs for medical contracts will fall under Type C, particularly those that will be operating under contracts for Product Service Codes D and Q.

9.5. The appointed COR will then perform regular surveillance activities (no less than monthly) in the PIEE Surveillance and Performance Monitoring Module (SPM).

CHAPTER 10 Miscellaneous Documents

10.1. The following are key documents that may be required from the RA when requested by the KO. Additional details and or samples/templates may be obtained from the contract liaison.

10.1.1. Technical Evaluation Factors/Criteria. These are the key areas of importance and emphasis to be considered in the proposal evaluations and award decision phase of the source selection process. The number of evaluation factors and complexity of the evaluation process is based upon the complexity and nature of the acquisition. It is imperative that evaluation factors be developed with care as these are the criteria that will be used to evaluate proposals and ultimately select an awardee. The KO should be engaged during the development of these factors. The following are important tips and reminders:

- Award decisions are based on evaluation factors and significant subfactors that are tailored to the acquisition.
- Evaluation factors and subfactors represent the key areas of importance and emphasis to be considered in the source selection decision. They are used to determine compliance with the PWS.
- Evaluation factors and subfactors serve as a standard against which all proposals will be evaluated. They support meaningful comparison and discrimination between competing proposals.
- No evaluation criteria other than those set forth in the solicitation may be used in evaluating the proposals.

10.1.1.1. The technical evaluation criteria should be specific and as detailed as necessary for the evaluation of the technical proposals. Therefore when developing technical evaluation criteria:

- Use criteria that relates directly to the purpose or objective of the acquisition and that will truly discriminate between proposals.
- Identify and describe the key programmatic concerns that the offerors must be aware of in preparing their proposals.
- Use criteria that are mutually exclusive or do not correlate with one another. If one criterion is dependent on another, use one or the other, but not both.

10.1.1.2. Technical approach (or capability) is the most commonly used technical evaluation factor. Technical approach (or capability) may be further defined into sub-factors (e.g. staffing approach, key personnel, and management capability).

- Staffing Approach - Describe in detail the approach to personnel hiring practices and policies, recruiting, background check policies and training practices and policies. Address stable staff practices including labor pool availability, incentives and innovative practices to maintain stable staff. Provide a Phase-In Plan if needed.
- Key Personnel- Identify, by title, the key personnel/labor categories (positions essential for contract performance) deemed necessary to satisfy the requirements of the PWS. Explain how key personnel fit into the overall organization and describe the proposed responsibilities for each position. Identify the qualifications of "key personnel" which are commensurate with the size and scope of PWS requirements. Depending on the requirement, qualifications may include: education, professional experience, licensing, specific experience and other relevant activities and achievements. Include an organization chart of the key personnel.
- Management Capabilities - Describe recent and relevant contract experience that demonstrates the key personnel's specific knowledge and capability to manage the requirements. Describe, in detail, the management capability to be used to provide normal and extended services, particularly when accommodating workload fluctuations resulting from changes in operational requirements. The proposal shall address the offeror's ability to respond to frequent short notice/no notice operational changes.

10.1.1.3. All factors and sub-factors that will affect contract award and their relative importance shall be clearly stated in the solicitation. The solicitation shall also state, at a minimum, whether all evaluation factors other than cost or price, when combined, are

- Significantly more important than cost or price;
- Approximately equal to cost or price; or
- Significantly less important than cost or price.

10.1.2. Source Selection Evaluation Board Nomination Memorandum. This is a memorandum prepared by the requiring activity which nominates, by name, the person or persons who will conduct the technical evaluation of proposals received for the requirement. The memorandum should be signed by the requiring activity leadership. The nominees should be knowledgeable about the requirement and what is required to fulfill mission requirements.

10.1.3. Justification and Approval (J&A)/Limited Source Justification (LSJ). The Competition in Contracting Act (CICA) of 1984, implemented by FAR part 6, generally governs competition in federal contracting. CICA requires that all procurements with an estimated value greater than the micro purchase threshold be competed as full and open (with certain limited exceptions) allowing any qualified company to submit an offer. Failure to provide for full and open competition is a CICA violation unless permitted by one of the exceptions under FAR 6.302 (listed below). Any exception must be fully supported with a written documentation such as a Justification and Approval (J&A) document. The J&A must be prepared in conjunction with the KO and may require use of a specific Army approved template.

10.1.3.1 For J&A's, CICA recognizes seven exemptions. Each is defined below:

- FAR 6.302-1 - Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirements; 10 U.S.C. 2304(c)(1) or 41 U.S.C. 3304(a)(1). This exemption is used when only one source is capable of providing the supplies or services that is unique or highly specialized, or a logical follow-on to an original order that provided competition (fair opportunity was given). Examples include:
 - unsolicited research proposal;
 - highly specialized supply/service when award to another source would result in substantial duplication of cost that could not be expected to be recovered through competition and unacceptable delays in fulfilling its requirements;
 - brand name product.
- FAR 6.302-2- Unusual and Compelling Urgency: 10 U.S.C. 2304(c)(2) or 41 U.S.C. 3304(a)(2). In situations where an unusual and compelling urgency precludes full and open competition or delay in award of a contract would result in serious injury, financial or other, to the Government these J&As based on "Urgent and Compelling" needs may be processed after award but must be submitted to USAHCA Special Advocate for Competition (SAFC) within 10 working days after the award date. Examples include:
 - fire, flood, explosion, or other disaster;
 - essential equipment repairs;
 - protested award when services must continue.
- FAR 6.302-3 - Industrial Mobilization; Engineering, Developmental, or Research Capability; or Expert Services: 10 U.S.C. 2304(c)(3) or 41 U.S.C. 3304(a)(3). The most important part of justifications citing this authority is demonstrating the need to maintain the capability possessed by the identified

source(s) that may be needed in case of a national emergency or to achieve industrial mobilization, Examples include:

- medical research continuation;
 - mediator arbitrator;
 - expert services assisting the Government in the analysis, presentation, or defense of any contract claim.
- FAR 6.302-4 - International Agreement: 10 U.S.C. 2304(c)(4) or 41 U.S.C. 3304(a)(4). This exemption is used when there is an international agreement or a treaty between the United States and a foreign government or international organization, or the written directions of a foreign government reimbursing the agency for the cost of the acquisition of the supplies or services for such government. Examples include:
 - Services to be performed, in the sovereign territory of another country and the terms of a treaty or agreement specify or limit the sources to be solicited.
 - FAR 6.302-5 - Authorized or Required by Statute: 10 U.S.C. 2304(c)(5) or 41 U.S.C. 3304(a)(5). This exemption is used when a statute expressly authorizes or requires that the acquisition be made through another agency or from a specified source or the agency's need is for a brand name commercial item for authorized resale. Examples include:
 - UNICOR;
 - Ability One;
 - Government Printing Office;
 - Sole source awards under the 8(a) program, HUBZone, Veterans Benefits Act or the WOSB program.
 - FAR 6.302-6 - National Security: 10 U.S.C. 2304(c)(6) or 41 U.S.C. 3304(a)(6). This exemption is used when the disclosure of the agency's needs would compromise the national security unless permitted to limit the number of sources. Special attention is needed when using this authority. KO must provide the minimum essential information needed to establish validity of the justification. This information will make the J&A a classified document and only parties with a "need to know" and the proper level of security clearance should be permitted access to the documentation. Examples include:
 - *any action that* discloses classified information that would damage the nation;

- classified photographs, maps, motion pictures, videotapes, databases, microfilms, hard drives.
- FAR 6.302-7 - Public Interest: 10 U.S.C. 2304(c)(7) or 41 U.S.C. 3304(a)(7). This authority may only be used when none of the other authorities in 6.302 apply. KO/KS must provide detail addressing the reasons full and open competition is not in the public interest and why no other authority is appropriate for use. **Approval to use this statutory exemption may only be made by a written determination by the Secretary of the Army and Congress must be notified in writing 30 days prior to award of the contract.**

10.1.3.2. Limited Sources Justification (LSJ). Orders placed or BPAs established under Federal Supply Schedules (FAR Part 8) are exempt from the requirements of FAR Part 6. However, for orders or BPAs valued between the micro-purchase threshold and the SAT, ordering activities must justify its action when restricting consideration to fewer than three (3) FSS contract holders as required in FAR 8.405-1 or 8.405-2.

10.1.3.3. FAR 8.405-6 recognizes three (3) such exemptions. Each is defined below:

- FAR 8.405-6(a)(1)(i)(A): An urgent and compelling need exists, and following the procedures would result in unacceptable delays; or
- FAR 8.405-6(a)(1)(i)(B): Only one source is capable of providing the supplies or services required at the level of quality required because the supplies or services are unique or highly specialized; or
- FAR 8.405-6(a)(1)(i)(C): In the interest of economy and efficiency, the new work is a logical follow-on to an original Federal Supply Schedule order not previously issued under sole-source or limited-sources procedures.

10.1.3.4. Depending on the value the specific justification form will vary. The contract liaison will provide a template that best fits the requirement and will assist in the preparation of the J&A as required. However, each J&A must, at a minimum, include the following:

- a description of agency needs;
- an identification of the statutory exception being used;
- a determination that the anticipated cost will be fair and reasonable;
- a description of any market research conducted, or a statement of

the reasons for not conducting a market research;

- a listing of any sources that expressed interest in the procurement in writing; and
- a statement of any actions that the agency may take to remove or overcome barriers to competition before subsequent procurements.

10.1.3.5. Written justifications and approvals normally precede the contract award. J&As may follow the award only when the agency relies on the exception for unusual and compelling urgency. However, customers are encouraged to begin the J&A process as early as possible and allow additional time for the approval process.

ENCLOSURE A - Sample Market Research Report (Services)

Apply Appropriate CUI Banner Marking in the Header

Market Research Report for (Services/Program/Location)

Customer Organization: (Name, unit, branch, etc.)
Customer POC: (Name, title and contact information)
Estimated Value: (\$ value including all options)

1. Market Research Objectives. Enter narrative text.

Guidance: Include a description of what you hope to achieve from your market research. The following are examples of how market research benefits the Government, use as applicable and expand upon each one.

- *Increased competition.*
- *Increased small business participation.*
- *Refinement of the requirement in commercial/industry terms.*
- *Understanding of cost.*
- *Develop effective contract structure.*

2. Service Description. Enter narrative text.

Guidance: Include a description of the service to be addressed by this market research report. Respond to the following questions as applicable.

- *What is the service?*
- *What are the components or elements of the service?*
- *When does the service need to commence?*
- *What are the performance periods, including options?*
- *Where will the service be performed?*
- *Are there unique requirements?*
- *What other government agencies are buying the service?*
- *What current contract vehicles are available?*

For Training Purposes Only

CUI markings are dependent on the document type. For additional information on appropriate markings reference www.archives.gov/cui

Controlled By: DoD Component
Controlled By: Office Creating Document
CUI Category: e.g. SP-SSEL
Distribution Statement or LDC: e.g. LDC
POC: Name/Phone of Document Preparer

Apply Appropriate CUI Banner Marking in the Footer

3. Background. Enter narrative text.

Guidance: Provide a short narrative describing the reason for the requirement (i.e. customer, mission, related factors, etc.). Explain the requirement's genesis, especially if it is new. For recurring requirements, include information related to previous contract(s) such as:

- *How long has the service been contracted? Provide pertinent details.*
- *Is prior market research available? Is it still relevant/what has changed?*
- *What past acquisition strategies were used?*
- *What past government work has been performed by potential suppliers?*
- *What past efforts have been taken to remove competitive barriers?*
- *Were there any problems encountered during past contract performance? If so, provide a discussion and any mitigation factors for the upcoming procurement.*
- *What are recurring obstacles to success?*
- *What changes have occurred in the market place (suppliers, trends, technologies)?*
- *What are the lessons learned/best practices?*

4. Performance Requirements. Enter narrative text.

Guidance points: Include a description of the performance requirements needed for the service to be successfully performed. Respond to the following questions as applicable.

- *List the critical performance requirements which the service must meet.*
- *Are the requirements military-unique or commercially available?*
- *If the requirement is not performance based, why not?*
- *How will the performance requirements be measured?*
- *How will this information affect the government's approach to quality control?*

5. Market Intelligence. Enter narrative text.

Guidance points: Provide details of the market for this type of requirement. Respond to the following as applicable.

- *Describe commercial practices common to this service.*
- *Describe applicable industry standards, regulations, trade journals, or process guides*
- *Identify standard industry terms and conditions offered to commercial customers.*

Apply Appropriate CUI Banner Marking in the Header

- *How does industry sell the service; and are the requirements written in those terms?*
- *What is the maturity of the service?*
- *What is the supply chain?*
- *How are the services segmented?*
- *What is the market demand for the service?*
- *What is the market availability of the service?*
- *Describe the suppliers in the market.*
- *What is the Government's market share?*
- *What business, trade, legal or political developments may affect the market?*
- *How is pricing structured in the marketplace?*
- *What is the current market price for the industry (may include an assessment of available price data, price ranges, known pricing issues, or an explanation of price variations).*
- *Identify known environmental or safety regulations that affect the service being provided.*
- *Provide your assessment of the government's leverage in the marketplace, such as being the only buyer, making a minority of buys in the market, making the majority of buys, or being one buyer among many.*

6. Potential Vendor Information. Enter narrative text.

Guidance points: Provide a narrative describing the efforts to locate sources. Include details of potential vendors and all sources identified during the course of market research. Provide detailed contact with vendors:

- *How many were contacted?*
- *What information was learned?*
- *If sources were found, but excluded as a potential vendor, explain the rationale for excluding them.*
- *Build a table with the list of potential vendors.*
- *Identify name, location, POC, and assessment of capabilities.*

Apply Appropriate CUI Banner Marking in the Footer

Apply Appropriate CUI Banner Marking in the Header

Business Entity	Location/ Address	POC	Capability	Remarks
<i>Example: ABC, Inc.</i>	<i>123 Easy St. San Antonio TX</i>	<i>Joe Doe 210.123.4567</i>	<i>Can provide all required services. Four years experience. Surge capability. Very good past performance ratings.</i>	<i>8(a) contractor, graduates from program in May 2015.</i>
<i>Example: XYZ Corp</i>	<i>One Park Place Dallas TX</i>	<i>I. M. Dependable 817.965.4321</i>	<i>Incumbent. 10 years experience. Excellent ratings.</i>	<i>SDVOSB.</i>
<i>Continue with Additional Entries</i>				

7. Market Research Techniques Used. Enter narrative text.

Guidance points: Describe the various methods used to perform market research. Examples: Internet searches, contact with vendors, personal knowledge, etc. Attach any applicable backup documentation.

8. Conclusions and Recommendations. Enter narrative text.

Guidance points: Summarize the results of market research in a concise paragraph with key points from the effort described above and end with a recommendation for the acquisition strategy.

Sign here
Name
Title (COR, Program Manager, etc.)
Date Signed

Attachments:

Apply Appropriate CUI Banner Marking in the Footer

ENCLOSURE B – Sample PWS (Personal and Non-Personal Services)

The performance work statement must be formatted using Times New Roman, size 10 font and should not contain any headers or footers. This formatting is required to meet the needs of our standard procurement system. Each paragraph and sentence must be numbered using a numbering format of 1., 1.1., 1.1.1., etc. Numbered paragraphs allow for ease of reference during contract administration and also at times where the requirements need to be addressed with the contractor. The following are examples and can be tailored to meet the needs of the procurement. Generally, the text in black font is needed and should not be removed unless it does not align with mission requirements. Remove all guidance language prior to finalizing the PWS.

Sample PWS (Personal Services)

Performance Work Statement
[Personal Service/Program/Location]

1. GENERAL INFORMATION. *[The General section will include background information, a brief description of the scope of work, personnel related matters such as safety requirements, security requirements, and security clearances, quality control requirements, etc.]*

1.1. Personal Services. This is a personal services contract and is intended to create an employer-employee relationship between the Government and the individual contract service provider (CSP) only to the extent necessary for providing the health care services required under the contract. The contract does not create an employer-employee relationship between the Government and any corporation, partnership, business association or other party or legal entity with which the HCP may be associated. All persons performing work under the contract shall be and shall remain employees of the contractor and not employees of the government. The authority for this contract is Title 10 United States Code 1089 and Title 10 United States Code 1091.

1.1.1. Professional Liability. The performance of health care services by the individual CSP under a personal services contract are subject to day-to-day supervision and control by health care facility personnel comparable to that exercised over military and civil service health care providers (HCPs) engaged in comparable health care services. Any personal injury claims alleging negligence by the individual HCP within the scope of the HCP's performance of the personal services contract shall be processed by DoD in the same manner as claims alleging negligence by DoD military or civil service HCPs. Pursuant to 10 USC 1089(a), DoD shall process any personal injury claim alleging negligence by the HCP within the scope of the HCP's performance under this contract as claims alleging negligence by DoD military or civil service HCP.

1.1.1.1. If any suit or action is filed or any claim is made against the HCP, which occurred as a result of work performed by the HCP under this contract, the HCP shall immediately notify the contractor who will in turn notify the contracting officer's representative (COR) and the contracting officer (KO) and promptly furnish them copies of all pertinent documents received.

1.1.1.2. The contractor HCPs shall cooperate with the government, without further compensation, in the processing, review, settlement, or defense of the suit, action, or claim; and authorize government representatives to settle or defend the claim and to represent the HCP in, or take charge of, any litigation involved in such an action. The contract HCP may, at the contract HCP's own expense, participate in defense of such claim or litigation.

1.1.1.3. The contractor or HCP is not required to maintain medical malpractice liability insurance, and the Government will not reimburse or otherwise pay for such insurance should any be purchased.

1.2. Background.

1.3. Scope of Work. *[the scope should explain the services to be provided and who the services are to be performed for, take into consideration that this information will assist the KO administering the contract to make a scope determination at a later date]* The contractor shall provide *[insert requirement description]* services to the Government at *[designated locations]*. The Contractor shall provide all required facilities, personnel, services, transportation, materials, equipment, and supplies required. *[Requirement description]* services will support the *[U.S. Army, U. S. Navy, and U. S. Air Force, Defense Health Agency, etc., as applicable]*. Use of this contract will be limited to those locations identified in *[provide location or exhibit as applicable or state location if an exhibit is not needed]*. No other locations will be considered at this time. Exhibit A is a list of locations and Exhibit B is a list of *[data]* by *[insert how data is compiled i.e. volume and location]*. All services shall be executed at *[contractor or government location]*.

1.4.

2. DEFINITIONS & ACRONYMS *[Definitions if the Federal Acquisition Regulation (FAR) take precedence over any defined within the PWS. In this section, only include definitions which differ from the standard commercial definition in order to create a common understanding between the contractor and the Government. For acronyms, include all acronyms used in the final version of the PWS.]*

2.1. Definitions

2.2. Acronyms

COR	Contracting Officer's Representative
CSP	Contract Service Provider
DoD	Department of Defense
HCP	Health Care Provider
KO	Contracting Officer
USC	United States Code

3. GOVERNMENT FURNISHED ITEMS AND SERVICES. *[Identify those items or services that will be provided for the Contractor's use (without cost to the Contractor) to allow them to provide the required services, such as materials, facilities, training, etc. Do not identify items that will remain in the Government's control as Government Furnished Equipment (GFE). Only those items which meet the FAR definition of GFE shall be identified as such.]*

3.1. Supplies/Materials.

3.2. Facilities.

3.3. Services.

3.4. Government Quality Assurance (QA).

4. CONTRACTOR FURNISHED ITEMS, SERVICES AND RESPONSIBILITIES. The Contractor shall furnish all supplies/materials, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this statement. *[Insert training, deliverables, compliance with laws, employee capabilities, facility licenses, etc. Be specific to regulations for the requirement.]*

4.1. Supplies/Materials.

4.2. Facilities.

4.3. Equipment

4.4. Personnel Qualifications.

5. DESCRIPTION OF WORK. [This is the meat of the PWS. All of the work to be performed under the contract should be described in sufficient detail here.]

5.1.

5.1.1.

6. APPLICABLE REGULATIONS AND MANUALS (Current Editions). *[List any publications, manuals, regulations which the Contractor must abide by.]*

6.1. Mandatory Publications.

6.1.1.

6.2. Reference Publications.

6.2.1.

7. LIST OF EXHIBITS/ATTACHMENTS: *[List all exhibits and attachments that will be useful for the Contractor to understand the requirement and rely on during proposal preparation. Each exhibit must be directly linked to the pricing of a line item and will be included in the resultant contract. Attachments are informational purposes only and may include historical information and estimates or other guidance such as how the Government will perform quality assurance. When there is more than one exhibit, each exhibit is identified by an alpha character (i.e. Exhibit A, Exhibit B, Exhibit C, etc.) and when there is more than one attachment, each is identified by a number (i.e. Attachment 1, Attachment 2, Attachment 3, etc.). Attachments are for solicitation purposes only and are not included in the resultant contract.]*

7.1. Exhibit A– Performance Requirement Summary (PRS)

7.2. Attachment 1 – Quality Assurance Surveillance Plan (QASP)

(End of Performance Work Statement)

Sample PWS (Non-personal Services)

Performance Work Statement *[Non-personal Service/Program/Location]*

1. GENERAL *[The General section will include background information, a brief description of the scope of work, personnel related matters such as safety requirements, security requirements, and security clearances, quality control requirements, etc.]*

1.1. Non-personal Services. This is a non-personal services requirement. The Government shall not exercise any supervision or control over the contract service providers (CSPs) performing the services herein. Such CSPs shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.2. Background.

1.3. Scope of Work. *[the scope should explain the services to be provided and who the services are to be performed for, take into consideration that this information will assist the KO administering the contract to make a scope determination at a later date]* The contractor shall provide *[insert requirement description]* services to the Government at *[designated locations]*. The Contractor shall provide all required facilities, personnel, services, transportation, materials, equipment, and supplies required. *[Requirement description]* services will support the *[U.S. Army, U. S. Navy, and U. S. Air Force, Defense Health Agency, etc., as applicable]*. Use of this contract will be limited to those locations identified in *[provide location or exhibit as applicable or state location if an exhibit is not needed]*. No other locations will be considered at this time. Exhibit A is a list of locations and Exhibit B is a list of *[data]* by *[insert how data is compiled i.e. volume and location]*. All services shall be executed at *[contractor or government location]*.

1.4.

2. DEFINITIONS & ACRONYMS *[Definitions if the Federal Acquisition Regulation (FAR) take precedence over any defined within the PWS. In this section, only include definitions which differ from the standard commercial definition in order to create a common understanding between the contractor and the Government. For acronyms, include all acronyms used in the final version of the PWS.]*

2.1. Definitions

2.2. Acronyms

COR	Contracting Officer's Representative
CSP	Contract Service Provider
DoD	Department of Defense
HCP	Health Care Provider
KO	Contracting Officer
USC	United States Code

3. GOVERNMENT FURNISHED ITEMS AND SERVICES. *[Identify those items or services that will be provided for the Contractor's use (without cost to the Contractor) to allow them to provide the required services, such as materials, facilities, training, etc. Do not identify items that will remain in the Government's control as Government Furnished Equipment (GFE). Only those items which meet the FAR definition of GFE shall be identified as such.]*

3.1. Supplies/Materials.

3.2. Facilities.

3.3. Services.

3.4. Government Quality Assurance (QA).

4. CONTRACTOR FURNISHED ITEMS, SERVICES AND RESPONSIBILITIES. The Contractor shall furnish all supplies/materials, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this statement. *[Insert training, deliverables, compliance with laws, employee capabilities, facility licenses, etc. Be specific to regulations for the requirement.]*

4.1. Supplies/Materials.

4.2. Facilities.

4.3. Equipment

4.4. Personnel Qualifications.

5. DESCRIPTION OF WORK. *[This is the meat of the PWS. All of the work to be performed under the contract should be described in sufficient detail here.]*

5.1.

5.1.1.

6. APPLICABLE REGULATIONS AND MANUALS (Current Editions). *[List any publications, manuals, regulations which the Contractor must abide by.]*

6.1. Mandatory Publications.

6.1.1.

6.2. Reference Publications.

6.2.1.

7. LIST OF EXHIBITS/ATTACHMENTS: *[List all exhibits and attachments that will be useful for the Contractor to understand the requirement and rely on during proposal preparation. Each exhibit must be directly linked to the pricing of a line item and will be included in the resultant contract. Attachments are informational purposes only and may include historical information and estimates or other guidance such as how the Government will perform quality assurance. When there is more than one exhibit, each exhibit is identified by an alpha character (i.e. Exhibit A, Exhibit B, Exhibit C, etc.) and when there is more than one attachment, each is identified by a number (i.e. Attachment 1, Attachment 2, Attachment 3, etc.). Attachments are for solicitation purposes only and are not included in the resultant contract.]*

7.1. Exhibit A– Performance Requirement Summary (PRS)

7.2. Attachment 1 – Quality Assurance Surveillance Plan (QASP)

(End of Performance Work Statement)

ENCLOSURE C – SAMPLE Performance Requirements Summary (PRS)

Performance Objective and PWS paragraph	Performance Standard	Acceptable Quality Level (AQL)	Method of Inspection
Para _____ The contractor shall provide credential packets of qualified health care providers (HCPs).	Provide credential packets of qualified HCPs within 30 days after contract award.	Credential packets submitted within 30 days after contract award no less than 95% of the time.	Periodic, weekly
Para _____ HCPs shall have a physical exam administered within 30 days of performance start.	Certificate of health shall be provided within 30 days of performance start date.	Certificate of health shall be provided within 30 days of performance start date no less than 96% of the time.	Periodic, monthly
Para _____. Certifications, licenses, and training are maintained current and active.	Certifications, licenses, and training are monitored and updated monthly.	All certifications, licenses, and training are current 95% of the time.	Periodic, monthly

ENCLOSURE D - SAMPLE Quality Assurance Surveillance Plan (QASP)

Quality Assurance Surveillance Plan (QASP)

For

(title of requirement)

NOTE: This example is applicable to commercial services only. If you have a non-commercial service, contact your contract liaison for further information.

1. Purpose.

This Quality Assurance Surveillance Plan (QASP) is a government developed and applied document used to provide a standard of surveillance for monitoring the **(description of services)** contract. This QASP establishes the approach the government will use to conduct surveillance of the contractor's quality control. The intent is to ensure that the contractor performs in accordance with performance metrics set forth in the contract documents, that the government receives the quality of services called for in the contract, and that the government only pays for the acceptable level of services received.

2. INTRODUCTION

2.1. This QASP has been developed to evaluate contractor performance while implementing the Performance Work Statement (PWS). It is designed to provide an effective surveillance method of monitoring contractor performance for each listed objective on the Performance Requirement Summary (PRS) in the support contract.

2.1.1. The QASP is based on the premise the government desires to maintain quality and standards. The QASP is a tool for use in government administration of the PWS and remains subject to revision at any time by the government throughout the contract performance period.

2.1.2. The contractor is responsible for management and quality control actions to meet the terms of the contract. The role of the government's quality assurance (QA) representative is to ensure the contractor performs quality control to adequately meet contract standards.

2.1.3. The contractor's quality control plan/program is the mechanism for evaluating product quality. The contractor is required to maintain a comprehensive program of inspections and monitoring actions.

2.1.4. From the start of the contract, all contractor operational procedures and quality assurance measures will be tested and implemented. As the performance period progresses, the levels of surveillance may be altered for service areas in cases where performance is either consistently excellent or consistently unsatisfactory. If observations reveal consistently good performance, then the amount of surveillance may be reduced. If observations reveal consistent deficiencies, increased surveillance may be implemented.

3. Government Roles and Responsibilities. The purpose of QA is to ensure that the contractor is fully performing its QC responsibilities and meeting its obligations to the government. The roles and responsibilities of the stakeholders involved in QA are described below.

3.1. Contracting Officer (KO). The KO is responsible for monitoring contract

compliance, contract administration, and cost control and for resolving any differences between the observations documented by the Contracting Officer's Representative (COR) and the contractor. The KO will designate a COR as the government representative for performance management. The number of additional government representatives serving as inspector depends on the complexity of the services measured, as well as the contractor's performance, and must be identified and designated by the KO.

3.2. Contracting Officer Representative (COR). The COR is designated in writing by the KO to act as his or her authorized representative. The COR will assist the KO with the technical administration of the contract to ensure proper government surveillance of the contractor's performance. Any COR limitations will be identified with the designation letter. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the government's behalf. Any changes the contractor deems may affect contract price, terms, or conditions shall be referred to the KO for action. The COR is responsible for quality assurance (QA) monitoring and completion of forms/reports used to document the inspection and evaluation of the contractor's work performance. Government surveillance will occur under the terms and conditions of the contract for inspection.

3.3. Quality Assurance Evaluators (QAE). If applicable, the COR will work with the Quality Assurance Evaluators (QAEs) to execute some administrative duties in order to ensure that the QA function is properly executed. The Government QAEs play a key role in contract administration. They provide technical assistance to the COR, perform the actual contract surveillance, and report to the COR.

3.4. Other Key Government Personnel. Upon award, the government may utilize performance monitors, clinical quality experts, etc., who may provide input to the COR for reporting purposes.

4. SCOPE OF GOVERNMENT QUALITY ASSURANCE SURVEILLANCE

4.1. The procurement of commercial services under FAR Part 12, Acquisition of Commercial Items, provides the basis for quality assurance. Pursuant to FAR Clause 52.212-4, Contract Terms and Conditions-Commercial Items, (a) Inspection/Acceptance:

"The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/re-performance will not correct the defects or is not possible, the government may seek an price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post- acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.”

4.2. Customarily, the government will require the contractor to re-perform any services that are found to be nonconforming with government standards. The government may, in addition to requesting re-performance of nonconforming service, seek price reductions or adequate consideration.

4.3. The government's remedies of re-performance and price reduction are applicable to all services outputs covered in the PWS. When the COR detects substandard performance for a particular service output, he/she will bring the deficiency to the immediate attention of the contractor and request the contractor correct the problem. If the number of deficiencies exceeds the level for satisfactory performance (i.e., AQL), the COR will render that service as unacceptable. Any discrepancies created by the government are not to be counted against the contractor's performance.

4.4. When the contractor is exceeds the AQL, the COR may submit a Contract Discrepancy Report (CDR) with recommendations to the KO. The KO will determine the action deemed appropriate for the discrepancy which may include issuance of a CDR, payment deduction, Cure Notice, or contract termination.

4.5. The contractor's routine performance is evaluated objectively against the performance based standards provided in the PWS. The basis of performance based contracting allows for some flexibility in enforcement to encourage innovation by the contractor in achieving the desired results. The Government has the right to inspect and test all services called for in the contract. When services are deficient and cannot be re-performed satisfactorily by the contractor, the Government will refer to the Inspection of Services clause for remediation.

5. Methods of Inspection.

5.1. The below listed methods of surveillance may be used in the administration of this QASP. They can occur quarterly, monthly, or as needed:

5.1.1. 100% Inspection. The COR may conduct 100% inspections of the work defined in the performance work statement (PWS). The COR will also review information submitted in the required reports defined in the PWS (if applicable).

5.1.2. Periodic Inspection. The government may conduct periodic inspections monthly, quarterly, or on an as-needed basis. The periodic inspection shall be conducted by the COR.

5.1.3. Random Inspection. The government may conduct random monitoring by reviewing information/reports required and submitted in accordance with the contract. The random monitoring shall be performed by the COR.

5.1.4. Performance Evaluation Meetings. The contractor and the COR will meet as often as necessary to review the contractor’s performance and address any contract discrepancy reports (CDRs) issued during the period. A mutual effort will be made to resolve identified issues.

5.1.5. Customer Feedback – The COR may provide and collect customer surveys or complaints regarding performance. A mutual effort will be made to resolve any problems/issues identified.

5.2. Level of surveillance may be conducted on a monthly, quarterly or as-needed basis and an analysis of the results will determine if the contractor met the standards or did not meet the standards identified in the PWS/contract.

6. Performance Requirements Summary (PRS).

Performance Objective and PWS paragraph	Performance Standard	Acceptable Quality Level (AQL)	Method of Inspection
Para _____ The contractor shall provide credential packets of qualified health care providers (HCPs).	Provide credential packets of qualified HCPs within 30 days after contract award.	Credential packets submitted within 30 days after contract award at least 95% of the time.	Periodic, weekly
Para _____ HCPs shall have a physical exam administered within 30 days of performance start.	Certificate of health shall be provided within 30 days of performance start date.	Certificate of health shall be provided within 30 days of performance start date at least 96% of the time.	Periodic, monthly

Para ____.	Certifications, licenses, and training are monitored and updated monthly.	All certifications, licenses, and training are current 95% of the time.	Periodic, monthly
Certifications, licenses, and training are maintained current and active.			

7. Successful Performance.

7.1. Acceptable services for performance is demonstrated by an accepted and executed certified invoice and receiving report.

7.2. The acceptable quality level (AQL) consists of the performance standards established for the services required by the government to meet contract requirements. The AQL will be measurable and structured to permit an assessment of the contractor's performance.

8. Documentation of Surveillance.

8.1. Effective contract surveillance relies on the COR identifying and documenting discrepancies during performance of routine daily services, or through the contractor's quality control program. The COR will report discrepancies to the contractor for timely resolution. Surveillance may consist of periodic reports, and customer feedback and timeliness of contract deliverables/reports.

8.2. The COR will maintain a complete QA file which will be retained by the COR for the life of the contract. Information in the QA file will be considered when completing the annual CPARS report.

8.3. Documented surveillance will consist of inspections performed by the COR or the QAE. Such documentation may include paperwork that supports contract surveillance such as details of inspections or data gathering, conversations or meetings with the contractor, notes and comments that support inspection paperwork, to include quality assurance surveillance reports. If performance is deemed unacceptable, the COR will inform the contractor. Disagreements or disputes will be referred to the KO for re-address.

8.4. All documentation resulting from surveillance will be made a part of the contract file. The COR will maintain his/her file in the COR Tracking Tool throughout the the contract period of performance. Pertinent documentation flows into the automated official contract file.

9. Certification of Services. Certification of services is performed by the COR via

Invoices Receipt Acceptance and Property Transfer (iRAPT) application in the WAWF suite. . At the end of each billing period, the contractor inputs invoice information into WAWF system. WAWF automatically notifies the appropriate COR via email of pending invoice. COR accesses WAWF and verifies the accuracy of services provided by the contractor. The COR will certify the invoice and payment is conducted by the Defense Finance Accounting System (DFAS). If the COR encounters errors in the contractor's invoice, the COR will reject the invoice, state the reason for rejection and send back to the contractor. If the contractor disagrees with the COR, the issue will be forwarded to the KO for resolution.

10. QASP Attachments

10.1. QASP Attachment 1 - QASP Checklist

10.2. QASP Attachment 2 – DD Form 2772, Contract Discrepancy Report (CDR) (Optional)

QASP Attachment 2 – DD Form 2772, Contract Discrepancy Report (CDR) (Optional)

CONTRACT DISCREPANCY REPORT				
1. CONTRACT NUMBER		2. REPORT NUMBER FOR THIS DISCREPANCY		
3. TO (Contractor or Contract Manager's Name)		4. FROM (Name of QAE)		
5. DATES (YYYYMMDD)				
a. PREPARED		b. RETURNED BY CONTRACTOR	c. ACTION COMPLETE	
6. DISCREPANCY OR PROBLEM (Describe in detail. Include reference to PWS Directive; attach continuation sheet if necessary.)				
7. SIGNATURE OF CONTRACTING OFFICER				
8a. TO (Contracting Officer)		b. FROM (Contractor)		
9. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. (Cite applicable O.C. program procedures or new O.C. procedures. Attach continuation sheet/s if necessary.)				
10. SIGNATURE OF CONTRACTOR REPRESENTATIVE				DATE (YYYYMMDD)
11. GOVERNMENT EVALUATION (Acceptance, partial acceptance, refusal, continuation, suspension, termination, etc. If necessary)				
12. GOVERNMENT ACTIONS (Reduced payment, cure notice, show cause, etc.)				
13. CLOSE OUT				
	NAME (1)	TITLE (2)	SIGNATURE (3)	DATE (YYYYMMDD) (4)
a. CONTRACTOR NOTIFIED				
b. QAE				
c. ACO				

DD FORM 2772, SEP 1998

REPLACES MTFORM 352-R, WHICH IS OBSOLETE.

Adobe Professional 8.0

(End of QASP Attachment 2 – DD Form 2772, Contract Discrepancy Report)

ENCLOSURE E – Sample Independent Government Estimate (IGE)

Note: This sample is for IGEs prepared as a Word document. If the IGE is prepared in an Excel Spreadsheet, the CUI designation box is placed in the upper right hand corner on the first page only, not in the header.

Apply Appropriate CUI Banner Marking in the Header

PR No.:

Period of Performance: *(insert performance date from and to)*

<u>Direct Labor</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Amount</u>
Subject Matter Expert		\$0.00	\$0
Logistical Supervisor		\$0.00	\$0
Logistician I		\$0.00	\$0
Logistician II		\$0.00	\$0
Clerk I		\$0.00	\$0
Clerk II		\$0.00	\$0
Trainer		\$0.00	\$0
Quality Control		\$0.00	\$0
Total Direct Labor	0		\$0

Period of Performance: *(insert performance date from and to)* Escalation Rate 3%

<u>Direct Labor</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Amount</u>
Subject Matter Expert			\$0
Logistical Supervisor		\$0.00	\$0
Logistician I		\$0.00	\$0
Logistician II		\$0.00	\$0
Clerk I		\$0.00	\$0
Clerk II		\$0.00	\$0
Trainer		\$0.00	\$0
Quality Control		\$0.00	\$0
Total Direct Labor	0		\$0

Total Labor for All Years **\$0**

Fringe Benefits 30% \$0

Labor Overhead 15% \$0

For Training Purposes Only

CUI markings are dependent on the document type. For additional information on appropriate markings reference www.archives.gov/cui

Controlled By: DoD Component
 Controlled By: Office Creating Document
 CUI Category: e.g. SP-SSEL
 Distribution Statement or LDC: e.g. LDC
 POC: Name/Phone of Document Preparer

Apply Appropriate CUI Banner Marking in the Footer

Apply Appropriate CUI Banner Marking in the Header

Total Labor Costs		\$0
Other Direct Costs (ODC's)		
Total Travel		\$0
Total Material		\$0
Subcontracting		\$0
Total ODC's		\$0
Total Labor & ODC's		\$0
G&A	15.00%	\$0
Total Estimated Cost		\$0
Profit/Fee	7.00%	<u>\$0</u>
Estimated Amount		\$0

Apply Appropriate CUI Banner Marking in the Footer

Enclosure E – SAMPLE Independent Government Estimate (IGE), Memo

In addition to the IGE, a memo describing how the IGE was developed should be provided. Below is an example.

Apply Appropriate CUI Banner Marking in the Header

Memo for: (insert contracting office)

Subject: IGE Prepared for (insert service and place of service)

1. The estimated labor hour amounts within each of the labor categories are based on previous, similar levels of effort expended to accomplish similar workload. The effort amounts to # full-time equivalents (FTEs) in the following labor categories: (list).
2. The labor categories and direct labor rates are derived from (list how obtained; e.g., Collective Bargaining Agreement between ABC and XYZ, historical data, actual rates, etc.)
3. The General & Administrative (G&A) rate is based on (e.g., historical or actual rates).
4. Material costs are anticipated costs for (list type of material or equipment) to be used in the performance of the PWS requirements. Quantities of these materials are based on (e.g., historical or actual usage).
5. Recommended profit rate is based on historical profit rates for similar efforts.

Certificate

I certify that the facts and costs which are included in this Independent Government Estimate (IGE) along with other supporting data which form the basis of the IGE, were developed prior to seeking any formal proposals and are, to the best of my knowledge, complete and accurate.

Prepared by:

Supervisor of Preparer:

Signature
Printed Name:
Position/Title:
Organization:
Phone:

Date

Signature
Printed Name of Supervisor:
Position/Rank or Grade:
Organization:
Phone:

Date

For Training Purposes Only

CUI markings are dependent on the document type. For additional information on appropriate markings reference www.archives.gov/cui

Controlled By: [DoD Component](#)
Controlled By: [Office Creating Document](#)
CUI Category: [e.g. SP-SSEL](#)
Distribution Statement or LDC: [e.g. LDC](#)
POC: [Name/Phone of Document Preparer](#)

Apply Appropriate CUI Banner Marking in the Footer

Enclosure F – Contracting Officer’s Representative (COR), Training Information

DoD Standard for Certification of COR's for Services Acquisitions – Type A

NATURE OF TYPE A WORK/REQUIREMENT	REQUIRED COMPETENCY TOPICS	REQUIRED COMPETENCIES	EXPERIENCE/TRAINING REQUIREMENTS
<p>Fixed-price requirements without incentives, low performance risk. Attributes of such requirements might include: lack of technical or administrative complexity, no identifiable risk factors; limited requirement for technical expertise; low likelihood of modification; effort is a follow-on to an existing contract.</p> <p>COR duties/responsibilities are generally limited to minimal technical and/or administrative monitoring of the contract.</p>	<p><u>General:</u></p> <ul style="list-style-type: none"> • Attention to Detail • Decision Making • Flexibility • Oral and Written Communication • Problem Solving/Reasoning • Self-management and Initiative • Teamwork <p><u>Technical:</u></p> <ul style="list-style-type: none"> • Business Ethics • Effective Communication of Contract Requirements • Effective Contract Performance Management <p>Effective COR Performance</p>	<p>Upon completion of mandatory training, COR should be able to perform at least the following competencies in a manner consistent with the nature of Type A work or requirements:</p> <ol style="list-style-type: none"> 1. Assist in acquisition planning. 2. Assist in contract award process. 3. Establish and maintain COR file with all required documentation. 4. Identify and prevent unethical conduct and instances of fraud, waste and abuse. 5. Perform technical/administrative monitoring and reporting duties in accordance with letter of delegation and surveillance plan. 6. Recommend and monitor proposed changes. 7. Monitor contract expenditures/payments 8. Monitor contract schedule compliance. 9. Perform liaison duties between the Contracting Officer, the Requiring Activity, and the contractor for management of the contract. 10. Inspect, accept or reject deliverables during contract performance and at close-out in conformance with contract terms and conditions. 11. Monitor control and disposition of Government furnished assets. 12. Perform surveillance in a contingency environment, when applicable. 	<p><u>Experience:</u></p> <ul style="list-style-type: none"> • Agency experience: minimum of 6 months (may be waived) • Relevant technical experience: As determined by the nominating supervisor for the Contracting Officer's consideration and appointment • General competencies: As determined by the nominating supervisor for the Contracting Officer's consideration and appointment. <p><u>Training:</u></p> <ul style="list-style-type: none"> • DAU CLC 106, Contracting Officer's Representative (Basic) • DAU COR or CLC 206 (on-line), "COR in a Contingency Environment, when applicable (competency 12) • Minimum of 1 hour acquisition ethics training (e.g., CLM 003 or agency provided training) annually. • Additional training mandated by the contracting activity (e.g., WAWF). <p><u>Refresher Training:</u></p> <ul style="list-style-type: none"> • Minimum of 8 hours COR specific training: <ul style="list-style-type: none"> ○ Every 3 years, OR ○ Prior to assuming COR responsibilities if the individual has not served as a COR within the previous 24 months. • Minimum of 1 hour acquisition ethics training (e.g., CLM 003 or agency provided training) annually. • Any additional training mandated by the Activity.

Note: Type A CORs must take CLC 106 initially and then again once every three years; and take Acquisition Ethics (CLM 003) and Combatting Trafficking in Persons (CTIP) Annually.

DoD Standard for Certification of COR's for Services Acquisitions – Type B

NATURE OF TYPE B WORK/REQUIREMENT	REQUIRED COMPETENCY TOPICS	REQUIRED COMPETENCIES	EXPERIENCE/TRAINING REQUIREMENTS
<p>Other than fixed-price requirements without incentives, other than low performance risk. Attributes of such requirements might include: the nature of the work is more complex, effort will be performed in multiple regions or remote geographic locations, the contract contains incentive arrangements or cost sharing provisions, the contract is cost-type or T&M or LH type, of FR LOE.</p> <p>COR responsibilities are of increased complexity.</p>	<p><u>General:</u></p> <ul style="list-style-type: none"> • Attention to Detail • Decision Making • Flexibility • Influencing and Persuasive Interpersonal Skills • Oral and Written Communication • Planning and Evaluation • Problem Solving • Reasoning • Self-management and Initiative • Teamwork <p><u>Technical:</u></p> <ul style="list-style-type: none"> • Business Ethics • Define Government Requirements • Understanding and Knowledge of Contract Type • Effective Communication of Contract Requirements • Effective Contract Performance Management • Effective COR Performance • Project Management • Strategic Planning • Understanding the Marketplace 	<p>Upon completion of mandatory training, COR should be able to perform at least the following competencies in a manner consistent with the nature of Type B work or requirements:</p> <ol style="list-style-type: none"> 1. Assist in acquisition planning. 2. Assist in contract award process. 3. Establish and maintain COR file with all required documentation. 4. Identify and prevent unethical conduct and instances of fraud, waste and abuse. 5. Review technical submittals and ensure compliance with Statement of Work or Statement of Objectives (e.g., perform technical monitoring and reporting in accordance with a Quality Surveillance Plan). 6. Perform administrative monitoring and reporting responsibilities (e.g. handle security issues, attend meetings, etc.). 7. Recommend and monitor proposed changes. 8. Monitor contract expenditures and payments 9. Monitor contract schedule compliance. 10. Perform liaison responsibilities between the Contracting Officer and the contractor for management of the contract. 11. Inspect, accept or reject deliverables during contract performance and at close-out in conformance with contract terms and conditions. 12. Review and validate the contractor payment requests are commensurate with performance. 13. Monitor control and disposition of Government furnished assets. 14. Perform surveillance in a contingency environment, when applicable. 	<p><u>Experience:</u></p> <ul style="list-style-type: none"> • Agency experience: minimum of 12 months (may be waived by the requiring activity. Waiver is addressed in the nomination package). • Relevant technical experience: As determined by the nominating supervisor for the Contracting Officer's consideration and appointment • General competencies: As determined by the nominating supervisor for the Contracting Officer's consideration and appointment. <p><u>Training:</u></p> <ul style="list-style-type: none"> • DAU COR or CLC 222 (on-line) or ALU-CL or equivalent course • DAU COR or CLC 206 (on-line), "COR in a Contingency Environment, when applicable (competency 14) • Minimum of 1 hour acquisition ethics training (e.g., DAU CLM 003 or agency provided training) annually. • Additional training mandated by the contracting activity (e.g., WAWF). <p><u>Refresher Training:</u></p> <ul style="list-style-type: none"> • Minimum of 16 hours COR specific training: <ul style="list-style-type: none"> ○ Every 3 years, OR ○ Prior to assuming COR responsibilities if the individual has not served as a COR within the previous 24 months. • Minimum of 1 hour acquisition ethics training (e.g., DAU CLM 003 or agency provided training) annually. • Any additional training mandated by the Activity.

Note: Type B CORs must take CLC 106 initially and then again once every three years; and take Acquisition Ethics (CLM 003) and Combatting Trafficking in Persons (CTIP) Annually.

DoD Standard for Certification of COR's for Services Acquisitions – Type C

NATURE OF TYPE C WORK/REQUIREMENT	REQUIRED COMPETENCY TOPICS	REQUIRED COMPETENCIES	EXPERIENCE/TRAINING REQUIREMENTS
<p>Unique contract requirements that necessitate a professional license, higher education or specialized training beyond the Type B requirements.</p> <p>Such requirements might include, for example, environmental remediation; major weapons systems; medical/dental/veterinarian services, etc.</p> <p>COR duties/responsibilities are of increased complexity.</p>	<p><u>General:</u></p> <ul style="list-style-type: none"> • Attention to Detail • Decision Making • Flexibility • Influencing and Persuasive Interpersonal Skills • Oral and Written Communication • Planning and Evaluation • Problem Solving • Reasoning • Self-management and Initiative • Teamwork <p><u>Technical:</u></p> <ul style="list-style-type: none"> • Business Ethics • Define Government Requirements • Understanding and Knowledge of Contract Type • Effective Analytic Skills • Effective Communication of Contract Requirements • Effective Contract Performance Management • Effective COR Performance • Project Management • Strategic Planning • Understanding the Marketplace 	<p>Upon completion of mandatory training, COR should be able to perform at least the following competencies in a manner consistent with the nature of Type C work or requirements:</p> <ol style="list-style-type: none"> 1. Assist in acquisition planning. 2. Assist in contract award process. 3. Establish and maintain COR file with all required documentation. 4. Identify and prevent unethical conduct and instances of fraud, waste and abuse. 5. Review technical submittals and ensure compliance with Statement of Work or Statement of Objectives (e.g., perform technical monitoring and reporting in accordance with a Quality Surveillance Plan). 6. Perform administrative monitoring and reporting responsibilities (e.g. handle security issues, attend meetings, etc.). 7. Recommend and monitor proposed changes. 8. Monitor contract expenditures and payments 9. Monitor contract schedule compliance. 10. Perform liaison responsibilities between the Contracting Officer and the contractor for management of the contract. 11. Inspect, accept or reject deliverables during contract performance and at close-out in conformance with contract terms and conditions. 12. Review and validate the contractor payment requests are commensurate with performance. 13. Monitor control and disposition of Government furnished assets. 14. Perform surveillance in a contingency environment, when applicable. 15. Other specific functions consistent with the objectives of the Activity's mandatory specialized/technical training. 	<p><u>Experience:</u></p> <ul style="list-style-type: none"> • Agency experience: minimum of 12 months (may be waived by the requiring activity. Waiver is addressed in the nomination package). • Relevant technical experience: As determined by the nominating supervisor for the Contracting Officer's consideration and appointment • General competencies: As determined by the nominating supervisor for the Contracting Officer's consideration and appointment. <p><u>Training:</u></p> <ul style="list-style-type: none"> • DAU COR or CLC 222 (on-line) or ALU-CL or equivalent course • DAU COR or CLC 206 (on-line), "COR in a Contingency Environment, when applicable (competency 14) • Minimum of 1 hour acquisition ethics training (e.g., DAU CLM 003 or agency provided training) annually. • Additional training mandated by the contracting activity (e.g., WAWF). <p><u>Refresher Training:</u></p> <ul style="list-style-type: none"> • Minimum of 16 hours COR specific training: <ul style="list-style-type: none"> ○ Every 3 years, OR ○ Prior to assuming COR responsibilities if the individual has not served as a COR within the previous 24 months. • Minimum of 1 hour acquisition ethics training (e.g., DAU CLM 003 or agency provided training) annually. • Any additional training mandated by the Activity. • Any necessary for maintenance of license/certification/etc.

Note: Type C CORs must take CLC 222 initially and then again once every three years, plus CLM003, Ethics, Combatting Trafficking in Persons (CTIP) and HIPPA training annually.,

Instructions for Accessing DAU Coursework

1. Log into Defense Acquisition University (DAU) at <http://www.dau.mil>
2. Select “Training,” then “Continuous Learning Modules.”
3. Click on course needed (e.g., CLC 106, CLC 222).
4. At next screen click near top right on “Apply for this course.”
5. At next screen click the Army seal for “Army, military and civilians.”
6. Click on “Apply for Training” at top left of page
7. Click on “I Agree”
8. In drop down box at center of page select “Non-Acquisition Civilian & Military Workforce”
9. Click on button “CAC”
10. Select CAC Certificate and enter code
11. Click button “Continuous Learning Modules”
12. In Step 2, scroll down to class, e.b., “COR with a Mission Focus CLC 106”
13. In Step 3, click on “Search”
14. Fill in all the student data. Note: Make sure your email address is correct.
15. Scroll down to the bottom of the page and click on “Submit Application”
16. Shortly, you will receive a notice by email that you are approved to take the course and provide you a link.

ENCLOSURE G – OGE 450, Financial Disclosure Worksheet

OGE 450 Job Aid* – Determining Who Files

(Army-oriented, adapted from an Office of Government Ethics OGE 450 Job Aid)

Employees, Supervisors and Ethics Officials should use this job aid to determine whether a career employee should file an OGE 450. Supervisors should review it with the supporting Ethics Counselor.

Supervisor Determination		
<p>1. Is the employee a Highly Qualified Expert or has the Supervisor decided that the duties and responsibilities of the employee's position require employee file to avoid involvement in a real or apparent conflict of interest or to carry out the purposes behind any statute, Executive order, rule, or regulation applicable to or administered by the employee?</p>	<p>YES</p>  <p>Employee must file.</p>	<p>NO</p> <p>Go to # 2</p>
Pay		
<p>2. Is the employee's position classified at or below the GS-15 level? OR If the employee is not paid on the GS scale, is the employee's rate of basic pay less than 120% of the minimum rate of basic pay for the GS-15 level?</p> <p>(Basic pay does not include locality payments, bonuses, etc. For reemployed annuitants, the rate of basic pay is the employee's basic pay before any salary offset is applied.)</p>	<p>YES</p> <p>Go to # 3</p>	<p>NO</p>  <p>Consult the Ethics Office to determine if this employee must file an OGE 278</p>
Type of Work the Employee Does		
<p>3. Is the employee . . . ?</p> <ul style="list-style-type: none"> -a commanding officer, head, deputy head, executive officer of: Navy shore installations with 500 or more employees; and all Army, Air Force, and Marine Corps installations, bases, air stations or activities. See JER 7-300.a.(1) <p>[required to file]</p> <ul style="list-style-type: none"> -involved in contracting or procurements above \$2,500 (Example: A GS-7 Office Automation Clerk is issued a purchase card to buy office supplies for her work unit as needed. Such an employee is generally excluded from filing.) -involved in administering, awarding, monitoring, or making determinations regarding grants, subsidies, licenses, or other federal benefits; -involved in regulating, auditing, or inspecting non-federal entities*; -performing other activities, when those activities will have a direct and substantial effect on the financial interests of nonfederal entities 	<p>YES</p> <p>Go to # 6</p>	<p>NO</p> <p>Go to # 4</p>
<p>4. Is the employee serving in any other position where there is a potential for conflict of interest, appearance of favoritism, or loss of impartiality? Examples:</p> <ul style="list-style-type: none"> -investigating or prosecuting violations of criminal or civil law; -representing the United States in litigation or other proceedings; -scientific or social science research, when the research will have a direct and substantial effect on the financial interests of non-federal entities. 	<p>YES</p> <p>Go to # 5</p>	<p>NO</p>  <p>f "no" to # 3 & 4, then the employee does not need to file.</p>

<p>5. Does the employee: -only provide information? Example: A GS-13 librarian for the Patent and Trademark Office (PTO) shows PTO staff members how to research the uniqueness of an invention and design complex search queries of the agency's electronic databases. The librarian does not make decisions on the patentability of the invention.</p> <p style="text-align: center;">OR</p> <p>-only work on administrative or peripheral matters? Example: A draftsman prepares the drawings to be used by an agency in soliciting bids for construction work on a bridge. He is not involved in the contracting process associated with the construction.</p> <p>Example: An agency has just hired a GS-S Procurement Assistant who is responsible for typing and processing procurement documents, answering status inquiries from the public, performing office support duties such as filing and copying, and maintaining an online contract database. The Assistant has no</p>	<p>YES</p>  <p>The employee does not need to file an OGE 450.</p>	<p>NO</p> <p>Go to # 6</p>
Employee's Level of Responsibility		
<p>6. Does the employee: -engage in the work activity identified in # 3 & 4 by exercising significant judgment in performing any of the following job functions without substantial supervision and review? -making decisions; -approving or disapproving; -making recommendations; -conducting investigations; -rendering advice or opinions.</p> <p style="text-align: center;">OR</p> <p>-actively supervise a subordinate's performance of any of the above listed job functions?</p>	<p>YES</p> <p>The employee should file an OGE 450 unless an exclusion applies. Go to # 7 & 8</p>	<p>NO</p>  <p>The employee does not need to file an OGE 450.</p>
Is there an exclusion* from filing?		
<p>7. Is the Army employee a Government purchase card holder or micro-purchaser (\$3,000 limit) with authority only up to the simplified acquisition threshold (currently \$150,000)?</p> <p>8. Is the employee a Reserve Component member? (See DAEO Memorandum, Subject: Exclusion of Members of the Reserve Component from Filing the Confidential Financial Disclosure Report (Dec 9, 2011).</p> <p>9. Is the Army employee in one of these categories: -- (officers O-3 and below, enlisted E-6 and below, and civilian GS- 6 and below; --volunteers providing gratuitous services under 10 U.S.C. § 1588; --intermittent employees who work 120 days or less; and --members of the Center for Military History Board. (Authority: SECARMY Memorandum of Oct. 11, 2001, subj: Exclusion from OGE Form 450 Filing Requirement.) SA Exclusion from OGE 450 Filing Requirements: http://ogc.hqda.pentagon.mil/EandF/Documentation/450%20Exclusions.pdf</p>	<p>YES</p>  <p>The employee does not need to file unless Supervisor determined otherwise.</p>	<p>No</p>  <p>The employee files.</p>

Supervisor Name/title: _____

Supervisor Signature/date: _____

ENCLOSURE H – Acronyms

ACOR	Alternate Contracting Officer's Representative
AOR	Area of Responsibility
AQL	Acceptable Quality Level
AR	Army Regulation
ASA(ALT)	Assistant Secretary of the Army (Acquisition, Logistics, and Technology)
AT	Anti-terrorism
ATCTS	Army Training Certification Tracking System
ATO	Anti-terrorism Officer
CAC	Common Access Card
CAFC	Command Advocate for Competition
CBA	Collective Bargaining Agreement
CDR	Contract Deficiency Report
CICA	Competition in Contracting Act
CLC	Continuous Learning Course
CLM	Continuous Learning Module
CME	Continuing Medical Education
COR	Contracting Officer's Representative
CPARS	Contractor Performance Assessment Report System
CTIP	Combating Trafficking in Persons
DAEO	Designated Agency Ethics Official
DAU	Defense Acquisition University
DFARS	Department of Defense Federal Acquisition Regulation Supplement
DFAS	Defense Finance Accounting System
DGC(E&F)	Deputy General Counsel (Ethics and Fiscal)
DHP	Defense Health Program
DoD	Department of Defense
DoDD	Department of Defense Directive
DoDI	Department of Defense Instruction
DOL	Department of Labor
EDA	Electronic Data Access
FAR	Federal Acquisition Regulation
FBI	Federal Bureau of Investigation
FICA	Federal Insurance Contributions Act
FPCON	Force Protection Condition
FPI	Federal Prison Industries dba UNICOR
FTE	Full Time Equivalent
FUTA	Federal Unemployment Tax Act
G&A	General and Administrative
GFEBBS	General Funds Enterprise Business System
GSA	General Services Administration
H&W	Health and Welfare
HCP	Health Care Provider
HIPAA	Health Information Portability and Accountability Act

HQDA	Headquarters Department of Army
HRCO	Health Readiness Contracting Office
IA	Information Assurance
IGE	Independent Government Estimate
iRAPT	Invoices Receipt Acceptance and Property Transfer
IT	Information Technology
J&A	Justification and Authority
JAM	Joint Appointment Module
JBSA	Joint Base San Antonio
JER	Joint Ethics Regulation
JKO	Joint Knowledge Online
KO	Contracting Officer =
KS	Contract Specialist
LSJ	Limited Source Justification
MEDCOM	Medical Command
MIPR	Military Interdepartmental Purchase Request
NACI	National Agency Check with Inquiries
NAICS	North American Industry Classification System
NCIC-III	National Crime Information Center Interstate Identification Index
OCONUS	Outside Contiguous United States
ODC	Other Direct Cost
OFOC	Other than Full and Open Competition
OGE	Office of Government Ethics
OPSEC	Operational Security
OSD	Office of the Secretary of Defense
OTSG	Office of the Surgeon General
PAC	Policy and Compliance
PARC	Principal Assistant Responsible for Contracting
PIEE	Procurement Integrated Enterprise Environment
PR	Purchase Request
PR&C	Purchase Request and Commitment
PRS	Performance Requirements Summary
PSC	Product Service Code
PWS	Performance Work Statement
QA	Quality Assurance
QAE	Quality Assurance Evaluator
QASP	Quality Assurance Surveillance Plan
RA	Requiring Activity
RHC	Regional Health Command
RHCO	Regional Health Contracting Office
RHCO-A	Regional Health Contracting Office – Atlantic
RHCO-C	Regional Health Contracting Office – Central
RHCO-E	Regional Health Contracting Office – Europe
RHCO-P	Regional Health Contracting Office – Pacific
RSCA	Request for Services Contract Approval (also referred to as RSCA)
SAF	Subject to Availability of Funds

SAM	System for Award Management
SAAR	System Access Authorization Request
SBA	Small Business Administration
SBPO	Small Business Programs Office
SECARMY	Secretary of the Army
SCA	Service Contract Act
SCAF	Service Contract Approval Form (also referred to as RSCA)
SOO	Statement of Objectives
SOP	Standard Operating Procedure
SOW	Statement of Work
SSEB	Source Selection Evaluation Board
SPM	Surveillance and Performance Monitoring module
SUTA	State Unemployment Tax Act
TARP	Threat Awareness Reporting Program
TSDB	Terrorist Screening Database
UNICOR	See FPI
USAHCA	U.S. Army Health Contracting Activity
VCE	Virtual Contracting Enterprise
WAWF	Wide Area Workflow
WC	Worker's Compensation
WD	Wage Determination

ENCLOSURE I – Contract Milestones

NOTE: This enclosure is provided as a planning tool only and should not be relied upon as each acquisition is unique. Contact your contracting office customer liaison as soon as you know you have a requirement. They are ready to assist you!

Critical Contract Milestone Events	1	2	3	4	5	6	7
	Contract	Contract	Contract	Contract	Contract	Contract	Contract
	Services	Services	Services	Services	Services	Services	Services
	Performance Based	Performance Based	Performance Based	Performance Based	Performance Based	Performance Based	Performance Based
	\$250K <\$10M	\$10M < \$50M	\$50M < \$250M	\$250M <\$500M (non-Competitive)	\$250M <\$1B (Competitive)	>\$500M <\$1B (non-Competitive)	>\$1B (non-Competitive)
(1) Requirements Review	12	30	30	30	30	30	30
(2) Develop Acquisition Strategy	5	20	20	20	20	20	25
(3) ASSP/Plan Approval	10	30	30	30	101	101	121
(4) Prep/Issue Draft RFP	5	10	10	10	15	15	20
(5) Prep, Review and Approval of Solicitation (SRB)	5	25	25	25	101	101	121
(6) Solicitation Process	30	30	30	30	30	30	30
(7) Rec/Eval Proposals	5	45	45	45	45	45	60
(8) Business clearance (POM Review/Approval)	5	20	20	20	101	101	121
(9) Neg & Rec/Eval FPR	5	30	30	30	30	30	45
(10) PNM or POM/PNM Review and Approval (CRB)	5	25	25	25	101	101	121
(11) Award Process	3	5	5	5	5	5	5
Based on Calendar Days - approximate only	90	270	270	270	579	579	699
APPROXIMATE NO. MONTHS TO AWARD	3	9	9	9	19	19	23