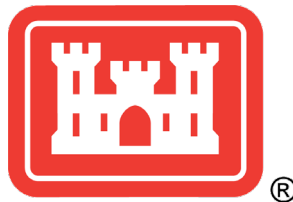


EP 715-1-8

19 March 2021

U.S. Army Corps of Engineers

Contract Specialist Proficiency Guide



**Directorate of Contracting
U.S. Army Corps of Engineers
BUILDING STRONG®**

**For
Construction,
Architect-Engineer,
& Contingency Contracting**

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DEPARTMENT OF THE ARMY
US Army Corps of Engineers
441 G Street, NW
Washington, DC 20314-1000

*EP 715-1-8


CECT-ZA

Pamphlet
No. 715-1-8

19 March 2021

Contracting
CONTRACT SPECIALIST PROFICIENCY GUIDE

1. Purpose. The U.S. Army Corps of Engineers (USACE) Contract Specialist Proficiency Guide focuses on the acquisition of Construction and Architect-Engineer services. The Regional Contracting Chiefs and Chiefs of the Contracting Office in the USACE Contracting Organization must implement this Guide. The guide is for use by USACE Contract Specialists and the mentors, supervisors, and Contracting Officers involved in training Contract Specialists. Specific audience members include Soldiers, civilians, interns, or individuals new to the USACE 1102 career field.
2. Applicability. This guide applies to the USACE contracting community.
3. Distribution Statement. Approved for public release; distribution is unlimited.
4. References. References are listed at Appendix A.
5. Records Management (Recordkeeping) Requirements. The records management requirement for all record numbers, associated forms, and reports required by this regulation are addressed in the Army Records Retention Schedule-Army (RRS-A). Detailed information for all related record numbers are located in ARIMS/RRS-A at <https://www.arims.army.mil>. If any record numbers, forms, and reports are not current, addressed, and/or published correctly in ARIMS/RRS-A, see Department of the Army (DA) Pamphlet 25-403, Guide to Recordkeeping in the Army.



JOHN P. LLOYD
COL, EN
Chief of Staff

*This pamphlet supersedes EP 715-1-8, dated September 2011.

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Chapter 1

Chapter 1-1

How to Use This Guide

1. Audience. This guide is intended to be used by U.S. Army Corps of Engineers (USACE) Contract Specialists and the mentors, supervisors, and Contracting Officers (KO) involved in training Contract Specialists. Specific audience members include Soldiers, civilians, interns, or individuals new to the USACE 1102 career field.

2. Mentors, Supervisors, and Chiefs of the Contracting Office (CoCO). Civilian members of the Contracting Team (CT) may come to USACE as interns or from other Department of Defense (DoD) or non-DoD organizations. Military members of the CT generally come to USACE after at least one assignment with the Army Contracting Command (ACC) and are assigned to a district for two to three years. Military ranks include Captains and Majors who serve two-year assignments and Lieutenant Colonels (LTC) and Non-Commissioned Officers three-year assignments. It is imperative that they be given as many training and work assignments as practicable so that they may become proficient in Construction and Architect-Engineer (A-E) contracting before they deploy. Contract Specialists should not be restricted to performing redundant tasks for long periods of time, such as performing contract closeouts or responding to data calls. Rather, the focus should be on training them to be proficient and capable of executing construction and A-E contracts.

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

4. Consistency of Terminology.

a. Branch Chief or Section Chief. The terms, “Branch Chief” and “Section Chief” are used interchangeably in USACE to refer to the same role. This guide uses the terms “Branch Chief” and “Section Chief” exclusively.

b. Contract Specialist. For the purposes of this guide, the term Contract Specialist refers to a Soldier, civilian, intern, or an individual newly employed to the 1102 career field.

c. Contracting Officer. For the purposes of this guide, the terms “Administrative Contracting Officer (ACO)”, “Procuring Contracting Officer (PCO)”, and “KO” all refer to a warranted Contracting Officer and may be used interchangeably.

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

5. Acronyms. For ease of use of this guide, each [acronym](#) is spelled out the first time it is used in each Task, followed by the acronym, which will then be used for the rest of that task. An exception would be the Federal Acquisition Regulation ([FAR](#)), Defense FAR Supplement ([DFARS](#)) and Army FAR Supplement ([AFARS](#)), as these are so common to the Army contracting community that they are not spelled out in each task. Other common acronyms are also not spelled out. A glossary, containing acronyms, is contained at the end of this document.

6. References. [References](#) and the associated [links](#) are included in Appendix A. In addition, references are hyperlinked within tasks to the greatest extent possible to make it easy for those using the on-line version to find the references easily.

Chapter 1-2

USACE Contract Specialist Proficiency Guide Training Strategy

1. ACC 51C Job Book. The [ACC 51C Job Book](#) contains basic tasks in which all ACC 51Cs should be proficient. The Job Book is applicable to all ACC 51Cs, from Staff Sergeant through LTC, except for Senior Enlisted Advisors at the Brigade level, and is applicable to their assigned senior warranted civilian Contracting Officer (KO) mentors. The USACE Contract Specialist Proficiency Guide is not meant to take away from the ACC 51C Job Book but to supplement it. Some of the tasks will overlap when necessary for reinforcement, but generally, the tasks in the USACE Contract Specialist Proficiency Guide are USACE unique tasks, focusing primarily on Construction and A-E contracting.
2. First Year. All Contract Specialists should spend the first two years of their employment completing any required [Defense Acquisition Workforce Improvement Act \(DAWIA\)](#) Level II training and fully integrating into their USACE District Contracting Office. The intent is for the Contract Specialist to eventually gain critical Construction and A-E experience under the mentorship of a senior USACE warranted KO/Branch Chief.
3. Initial Assignment. The [ACC 51C Job Book](#) primarily focuses on [FAR](#) Part 12 (Acquisition of Commercial Items), and [FAR](#) Part 13 Simplified Acquisition Procedures (SAP). This will not be the USACE focus for training Contract Specialists unless this is their first contracting assignment. The Contract Specialist will eventually be assigned actions in Construction and A-E Contracting ([FAR](#) Part 36), which includes source selection procedures ([FAR](#) Part 15) and other tasks under formal acquisition procedures (i.e. above the Simplified Acquisition Threshold (SAT)). Contract Specialists will also learn how to use the USACE [Project Management Business Process \(PMBP\)](#) and how to develop and/or work effectively in a USACE Project Delivery Team (PDT).
4. Key and Supporting Tasks. A key task is mandatory to becoming proficient in Construction or A-E contracting. When working in a District, the primary focus of the training will be preaward. However, when deployed to a contingency mission, the Contract Specialist may be assigned to a construction administration office, and therefore, supporting tasks in this area have been included in this guide. Depending upon your District or assigned mission some of the supporting tasks may become mandatory or key tasks, for example Contiguous United States Contingency Support for Federal Emergency Management Agency. Key tasks are preceded by an asterisk (*) in the Table of Contents and Task Tracker.
5. Task Completion Tracker. Once a USACE Contract Specialist has demonstrated experience in a task to their senior KO or Branch Chief, the KO or Branch Chief will sign the tracking sheet (Chapter 1-4) to validate task proficiency. It is up to the Contract Specialist to track their own progress and ensure their mentor validates the completion of their assessments. Critical to this process is a practical working knowledge of each

task on an actual acquisition for the PDT or District to which they are assigned.

6. Defense Acquisition Workforce Improvement Act Certification. USACE Contract Specialists are required to obtain the following [DAWIA](#) Contracting Certification Levels: GS-5/7/9 = Level I; GS-11/12 = Level II; and GS-13/14/15 = Level III. In addition to these certifications, Contract Specialists may capture proficiency-level job experience through the [Department of Defense Acquisition Workforce Qualification Initiative](#) tool.

7. Additional Formal Training. USACE has its own educational system in addition to courses a Contract Specialist would take through the [Defense Acquisition University \(DAU\)](#). The [Proponent-Sponsored Engineer Corps Training \(PROSPECT\)](#) Program trains Contract Specialist on USACE-specific disciplines. Recommended PROSPECT courses are Construction Contract Administration (PROSPECT 366); A-E Contracting (PROSPECT 004); Estimating for Construction Modifications (PROSPECT 180); and Negotiating Construction Contract Modifications (PROSPECT 368). In addition, it is recommended that USACE Districts fund the Design-Build Construction course (PROSPECT 425).

Chapter 1-3

Required and Recommended Courses for Construction Contracting

1. Introduction. The [USACE Learning Center \(ULC\)](#) is the Center for Learning and Training for the Corps of Engineers. It is under supervision of the Headquarters Directorate of Human Resources. The ULC provides virtual engineering and mission support training to develop and sustain competencies cultivating a competent, disciplined, resilient workforce that provides quality solutions. In addition, the [PROSPECT](#) program provides resident courses to meet the unique needs of USACE and other Government agencies. Courses are conducted throughout USACE and may be tailored for delivery at a specific district/location.

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

3. Contract Specialist Required and Recommended Courses. Contract Specialists are required to attend [DAU](#) courses taken for [DAWIA](#) Contracting Levels I through III. Contract Specialists are not expected to take optional courses until they achieve the required DAWIA certification level for their position. The following courses are also required or highly recommended for all Contract Specialists and 51C officers:

- a. Fiscal Law (annually)
- b. Ethics (annually) (minimum 1 hour)
- c. PROSPECT 004 – Architect-Engineer Contracting, Resident (36 hours)
- d. PROSPECT 180 – Estimating for Construction Modifications, Resident (36 hours)
- e. PROSPECT 334 – District Officer Introductory Course, Resident (36 Hours) (51C personnel only)
- f. PROSPECT 366 – Construction Contract Administration, Resident (36 hours)
- g. PROSPECT 368 – Negotiating Construction Contract Modifications, Resident (36 hours)
- h. PROSPECT 183 – Formal Source Selection, Resident (28 hours)
- i. PROSPECT 425 – Design Build Construction, Resident (28 hours)

- j. DAU CON 243 – Architect-Engineer Contracting, Resident (35 hours)
 - k. DAU CON 244 – Construction Contracting, Resident (32 hours)
4. [Continuous Learning Points \(CLP\)](#). All required and recommended courses listed above may be counted toward the 80 Continuous Learning Points (CLP) required every two years.

U.S. Army Corps of Engineers (USACE)
CONTRACT SPECIALIST PROFICIENCY GUIDE TASK TRACKING SHEET

For use of this form, see EP 715-1-8; the proponent agency is CECT-P.

SECTION I - ADMINISTRATIVE DATA

Name	Rank/Grade
Unit	UIC
Duty Station	Phone
Email	

SECTION II - USACE CONTRACT SPECIALIST PROFICIENCY GUIDE TASKS

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

Task Number: Name of Task	Initial Assessment Date	Re-Assessment Date	Mentor's Signature (After Proficiency Shown)
*Task 1-1: Mission of the U. S. Army Corps of Engineers			
*Task 1-2: Mission and Organizational Structure of the Directorate of Contracting			
*Task 1-3: Project Delivery Business Process			
*Task 1-4: Differences between Civil and Military Construction Contracting			
*Task 1-5: Automated Information Systems Used in USACE to Accomplish Construction Contracting			
*Task 1-6: Types of Funding Used for Construction Contracting			
*Task 2-1: Acquisition Plan for a Construction Contract			
*Task 2-2: Role of Small Business in Contingency/ Emergency Contracting			
*Task 2-3: Develop a Source Selection Plan			
*Task 2-4: Presolicitation Announcement for Construction			
*Task 2-5: Construction Contract Format vs. Uniform Contract Format			
*Task 2-6: Review Construction Plans and Specifications			
*Task 2-7: Obtain Presolicitation Clearances			
*Task 2-8: Develop a Construction Solicitation			
*Task 2-9: Conduct Peer Review			
*Task 2-10: Issue Solicitation			
*Task 2-11: Receive Proposals and Determine Responsiveness			
*Task 2-12: Conduct Source Selection Process			
*Task 2-13: Explain Contract Funding Process			
*Task 2-14: Perform Construction Pre-Award and Award Functions			

*Task 2-15: Process Pre and Post Award Protests			
*Task 2-16: Procurement of Construction Phase Support Services			
Task 2-17: Contingency Contracting Support in CONUS to a Federal Emergency Management Agency Contingency Response Team			
*Task 3-1: Notification and Debriefing Unsuccessful Offerors			
*Task 3-2: Conduct Post Award Functions up to Notice to Proceed			
*Task 3-3: Roles and Responsibilities of Construction Contract Administration Process			
*Task 3-4: Construction Contract Administration Process			
Task 3-5: Perform Construction Contract Administration			
Task 3-6: Payments Under Construction Contracts			
Task 3-7: Acceleration and Expediting of Construction Contracts			
Task 3-8: Construction Contract Modification Process			
Task 3-9: Profit Objective using the Alternate Weighted Guidelines Method			
Task 3-10: Obtain and Use a Defense Contract Audit Agency Audit			
Task 3-11: Process Claims			
*Task 3-12: Perform Construction Contract Closeout			
Task 3-13: Authority for and Types of Contract Terminations			
*Task 3-14: Recurring Issues in Construction Contracts			
*Task 3-15: Audits and Inspections by Oversight Agencies			
*Task 4-1: Authority for A-E Contracting			
*Task 4-2: A-E Selection Process			
*Task 4-3: A-E Solicitation/Request for Price Proposal			
*Task 4-4: Negotiate and Award an A-E Contract			
*Task 4-5: A-E Task Order Process			
*Task 4-6: Post Award Actions under A-E Contracts			
SECTION III - USACE CONTRACT SPECIALIST REQUIRED AND RECOMMENDED TRAINING			
*Denotes Key Training (bold) / Recommended Training (not bolded)			
Course Number	Course Title	Date Completed	Mentor's Signature
*PROSPECT 004	Architect-Engineer Contracting		
*PROSPECT 180	Estimating for Construction Modifications		
PROSPECT 183	Formal Source Selection		
*PROSPECT 334	District Officer Introductory Course		
*PROSPECT 366	Construction Contract Administration		

*PROSPECT 368	Negotiating Construction Contract Modifications		
PROSPECT 425	Design Build Construction		
*FISCAL LAW	Fiscal Law Initial (3 days)		
*FISCAL LAW	Fiscal Law Refresher (1 day) (Annually)		
*ETHICS	Ethics (Annually)		
*ACQUISITION ETHICS	Acquisition Ethics (Annually)		
CON 243	Architect-Engineer Contracting		
CON 244	Construction Contracting		
Comments			

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Task 1-1

Explain the Mission of the U.S. Army Corps of Engineers

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been asked to explain the mission of the USACE.

Standards: Plan, prepare and execute a briefing on the mission of USACE.

Performance Steps:

1. Understand the history of USACE. The [USACE Office of History](#) has created a web-based [Brief History of the Corps](#) publication that offers readers succinct but pertinent information on the general history of USACE and its functions.

2. Determine current mission statement of USACE.

a. USACE Mission: Deliver vital public and military engineering services; partnering in peace and war to strengthen our Nation's security, energize the economy and reduce risks from disasters.

b. Campaign Plan: The mission of USACE is implemented through the USACE Campaign Plan, which establishes priorities, focuses initiatives, and measures progress. The USACE Campaign Plan changes periodically. The Contract Specialist will find and review the current USACE Campaign Plan.

c. USACE Vision: Engineering solutions for the Nation's toughest challenges.

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

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

Performance Measures:

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

Task 1-2

Explain the Mission and Organizational Structure of the Directorate of Contracting

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the organizational structure of the [Directorate of Contracting](#) (DoC) and its mission.

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

Performance Steps:

1. Explain the Directorate of Contracting Vision.

The Vision is “The recognized authority and advocate for USACE Contracting; we are key enablers to execution of the Corps’ mission.”

2. Explain the Directorate of Contracting Mission.

The Mission is “Enable effective and efficient contracting in support of Military and Civil Programs, contingency, humanitarian, and domestic disasters operations through strategic acquisition planning, innovative policy, guidance, and oversight.”

3. Explain the Contracting and Supervisory Lines of Authority in the DoC.

See Reference material for [organization charts and structure](#).

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

HCA: The Head of the Contracting Activity (HCA) is responsible for ensuring purchases are made consistent with all laws and regulations; maintains surveillance over contract performance; assures opportunities for competition are not unduly restrictive; and appoints and delegates authority to the Senior Contracting Officials (SCOs). Delegable HCA authorities have been delegated to the Deputy Director of Contracting.

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

SCO: The Regional SCOs are the senior staff officials responsible for oversight and

technical execution of the contracting mission in their respective areas of operation. In addition to reviewing and approving contract documents, all USACE Procuring Contracting Officers (PCOs) and ACOs are appointed by the SCOs. There are three regional SCOs with offices located in Atlanta, Dallas, and Alexandria. These are Headquarters' assets with direct access to the HCA on matters within their purview.

RCC/CCC: The Regional Contracting Chief (RCC)/Center Contracting Chief (CCC) fulfills two principal responsibilities – principal advisor to the Major Subordinate Command (MSC) Commander/Engineer Research and Development Center (ERDC) Director, and Regional Manager for contracting services performed at contracting offices located at USACE Districts and Centers within their region. The Regional Contracting Office is comprised of all contracting resources within the MSC or ERDC no matter where those contracting resources may be located (MSC Office, District Offices, Area Offices, Resident Offices, Lake Offices, etc.). As the senior contracting official over the District/Center, the RCC/CCC provides expert contracting advice to the MSC senior leadership and is responsible for the successful execution of the contracting mission and the overall quality of contracting support within the region. To affect this quality role, the RCC/CCC is assigned oversight responsibility for all aspects of the contracting functional area to include regional acquisition strategy, manpower management, manpower development, budget development and execution, process standardization, and policy dissemination /implementation.

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

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

- a. CoCO and Deputy CoCO/Assistant Chiefs;
- b. Contracting Division Branch and Section Chiefs; and
- c. Administrative Contracting Officers

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

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

COR: CORs assist the KO, primarily in administering the technical aspects of contractor performance. CORs are not warranted and are not authorized to obligate the Government in the execution of their duties.

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

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

DISTRICT: The District Offices are "operational offices" since they prepare specifications and purchase requests, award contracts, and perform contract administration. This is where most of the actual contracting effort takes place. This makes them the "heart" of the USACE contracting team. The District Commander, also referred to as the District Engineer (DE), does not have any contracting authority, however, is responsible for the contracting activities within the District.

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

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

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

compliance and perform other resident office functions.

COMPETITION ADVOCATES: The basic responsibilities of an Advocate for Competition (AFC) are to (i) promote full and open competition, and (ii) challenge barriers to competition, including unnecessarily restrictive specifications and statements of need. As required by AR 715-31, Army Competition Advocacy Program, the HCA appoints one Command AFC, Alternates, and as deemed appropriate. USACE Command AFC is the Deputy Director or Executive Director. Alternate AFCs are the CoCO of the Baltimore District for National Security Programs, and the SCOs for Atlanta, Dallas, and Alexandria.

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

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

Performance Measures:

GO

NO-GO

1. Identified the HCA in USACE

2. Explained the line of contracting authority in USACE

3. Explained the supervisory structure of the DOC

4. Named the CoCO, RCC and SCO associated with your assigned district

5. Explained the role and responsibilities of ACOs and CORs in field administration of construction contracts

Task 1-3

Explain the USACE Project Delivery Business Process (PDBP)

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been asked to brief the USACE PDBP.

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

Performance Steps:

1. Become familiar with current PDBP policy.

Relevant PDBP policy is set forth in [Engineer Regulation \(ER\) 5-1-11, USACE Business Process](#). The fundamental USACE business process used to deliver quality projects and services is the PDBP. PDBP applies to planning, development, and management of programs as well as projects. PDBP establishes USACE-wide corporate business processes that:

- a. Ensure consistency in program and project execution.
- b. Focuses on exceeding customer expectations.
- c. Sets parameters for a tool to measure progress across the entire organization.
- d. Enhances our ability to function both regionally and virtually with efficient management or diverse resources.

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

PDBP recognizes that not all work is a project. USACE functions that are organized around ongoing, recurring, and cyclical work are not projects. [ER 5-11-1](#), paragraph 8, includes a helpful set of examples of what is and is not considered a project, which has a start and end date. The [PDBP Manual](#) provides in-depth information on PDBP processes and is located on the [Program and Project Management Community of Practice \(CoP\)](#) website.

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

- a. Plan for success and keep commitments.
- b. Measure quality with the goals and expectations of the stakeholder in mind.

- c. Build effective communications into all activities and processes.
 - d. Use best practices and seek continual improvement.
 - e. Use corporate AIS consistently and accurately.
4. Identify the three PDBP Imperatives. The PDBP imperatives emphasize who is accountable for project success and the importance that all projects have a documented plan, a Project Management Plan (PMP). These Imperatives include:
- a. One project, one team, one Project Manager (PM).
 - b. Manage all projects with a PMP.
 - c. The Project Delivery Team (PDT) is responsible for project success.
5. Explain the role of P2 as the enabling AIS for PDBP.
- P2 is the critical software enabler for the implementation and execution of PDBP. For a full description of P2, see Task 1-5.
6. Prepare a briefing on the application of PDBP policy to work execution.

Performance Measures:

	GO	NO-GO
1. Consistent with ER 5-1-11 prepared a briefing on PDBP	_____	_____
2. Reviewed a PMP for a construction project for compliance with ER 5-1-11	_____	_____

Task 1-4

Explain the Differences Between Civil Works and Military Constructions/Projects

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the primary district programs that the contracting office supports, their customers, and the differences between Civil Works and Military Construction.

Standards: Explained the four primary programs that contracting supports with Architect-Engineer (A-E) and construction contracting, primary customers, and differences between Civil Works and Military Construction.

Performance Steps:

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

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

2. Identify the customers and requirements associated with Civil Works contracting.

Civil works requirements generally come to contracting from the Operations Division, Civil Project Management, Planning, or Engineering Division. Operations Division requirements are predominately non-professional service requirements, but can also include supply, construction, and A-E requirements. Requirements from Civil Project Management are predominately A-E and construction requirements. Requirements from Planning or Engineering are predominately professional environmental services or A-E requirements.

3. Identify the customers and requirements associated with Military Construction contracting.

The military mission primarily consists of designing and constructing facilities for Army, Air Force, and DoD Agency customers. Military requirements generally come to contracting from Military Project Management. Some districts may also have Navy customers, but the projects are like other military projects from a contracting standpoint. USACE may also support Non-Appropriated Fund Instrumentality (NAFI) requirements, which require compliance with [AR 215-4](#) rather than FAR. Standard USACE warrants issued to Contracting Officers include the authority to execute NAFI requirements.

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

The environmental mission includes hazardous, toxic, and radioactive waste cleanup on

military installations, former military sites, and for various customers including the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy (DOE). Work for non-DoD customers is covered under the IIS program.

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

IIS customers can fall under the Civil Works, Environmental, or IIS programs. Examples of Civil Works customers include States, ports, and harbors. Examples of environmental customers include EPA and DOE. Examples of other IIS customers include Federal Emergency Management Agency (FEMA), Department of Veterans Affairs, U.S. State Department, U.S. Agency for International Development, and Department of Homeland Security.

6. Identify the types of construction/projects typical to the Civil Works and Military Programs.

There are two general types of construction: horizontal and vertical. Civil Works construction is primarily horizontal (waterfront operational facilities, harbor and coastal facilities, highways and bridges, levees, grounds drainage facilities, etc.) whereas Military Construction can be either horizontal (roads, parking lots, airfields) or vertical (buildings), but is primarily vertical.

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

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

Evaluation Preparation and Guidance: Brief the Contract Specialist on the primary programs supported by contracting and provide sufficient information that they can explain the programs, customers, and their typical requirements, and types of construction/projects associated with Civil Works and Military programs.

Performance Measures:

GO

NO-GO

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

2. Identified the customers and requirements associated with Civil Works contracting

3. Identified the customers and requirements associated with Military contracting

_____	_____
_____	_____

4. Identified the customers and requirements associated with environmental contracting

_____	_____
_____	_____

5. Identified the customers and requirements associated with contracting for IIS

_____	_____
_____	_____

6. Explained the two basic types of construction and examples of each

_____	_____
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Task 1-5

Correctly Apply Automated Information Systems (AIS) used in USACE Contracting

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain each of the various AIS used in USACE to accomplish contracting and correctly use the DoD Standard Procurement System (SPS) and the Corps of Engineers Financial Management System (CEFMS II). Correctly navigate the Directorate of Contracting SharePoint website to find information.

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

Performance Steps:

1. Identify the primary AIS used in USACE contracting.
 - a. [Standard Procurement System \(SPS\)](#)
 - b. [Corps of Engineers Financial Management System II \(CEFMS II\)](#)
 - c. [Project Planning Management Information System \(P2\)](#)
 - d. [Resident Management System \(RMS\) \(for Construction only\)](#)
 - e. [Federal Procurement Data System – Next Generation \(FPDS-NG\)](#)
 - e. [Contractor Performance Assessment Reporting System \(CPARS\)](#)
 - g. [Virtual Contracting Environment-Paperless Contract File \(VCE-PCF\)](#)
 - h. [Procurement Integrated Enterprise Environment \(PIEE\)](#)
 - Joint Appointment Module (JAM)
 - Surveillance and Performance Monitoring
2. The primary AIS used in the development and execution of a contract is SPS.
 - a. SPS was created to bring the advantages of automation and standardization to the procurement process throughout DoD. SPS generates a Contract Action Report (CAR) with information pertinent to the contract action. The CAR is used to report information upward to Congress. Consolidated information from CARs, aggregate dollars, and number of actions, are used to support staffing levels. It is critical that SPS is used to generate all contract actions.

b. The primary software application sustained by the SPS program is Procurement Desktop Defense (PD²).

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

3. The primary AIS used to manage contract funding is CEFMS II ([CEFMS II user manuals](#))

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

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

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

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

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

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

a. P2 is an enterprise tool that enables effective management of projects in the four core missions of USACE: Civil Works; Military; Environmental; Interagency and International Services (IIS).

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

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

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

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

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

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

c. RMS can perform electronic exchange with CEFMS. Downloads include financial data and uploads include contractor progress pay requests.

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

e. RMS usage is mandated for all ACO administered construction contracts.

6. The [Directorate of Contracting \(DOC\) Knowledge Management \(KM\) Portal](#) is the central online repository of policy, guidance, and information on the DOC.

a. DOC KM Portal.

b. Links to DOC SCOs websites are provided on the DOC portal.

c. Once on the DOC Portal you can link to other [Communities of Practice \(CoPs\)](#).

The [USACE Acquisition Instruction \(UAI\)](#) and [USACE Desk Guide \(UDG\)](#) are maintained on the DOC Policy Division SharePoint as well as other important policy memoranda.

Evaluation Preparation and Guidance: Contract Specialist is provided opportunity to brief the major AIS used within the USACE construction contracting community and provide evidence of how to navigate the DOC Contracting KM SharePoint and Portal.

Performance Measures:

GO

NO-GO

1. Navigated Contracting SharePoint site and DOC Portal to locate regulations, policy, and links

2. Identified four major USACE AIS

3. Explained basic function of identified AIS

Task 1-6

Explain Types of Funding used for Construction Contracts

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

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

Performance Steps:

1. Explain the typical types of funding for Military Construction projects.

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

b. 10 U.S.C. 2802, Military Construction Projects: Typically, MILCON contracts are fully funded when they are authorized and each project is separately identified, by name and location, in the authorization bill. Occasionally, Congress will authorize incremental funding of a MILCON project, but this is a rare exception. MILCON funding is good for 5-years. That is, funds appropriated in FY11 are only available for new obligations through the end of FY15. However, construction authorized and funded by Congress usually has a deadline as to when construction can start. The Military Construction Authorization Act provides the authority to start construction for only 3-years (the authorization year plus 2). Therefore, a project authorized in FY11 must start construction prior to the end of FY13.

c. 10 U.S.C. 2860, Availability of Appropriations for 5-years: MILCON funds are available for new obligation for five years after authorization of appropriation.

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

(1) The project is vital to the national security, and

(2) The requirement for the project is so urgent that deferring authorization for its construction to the next MILCON authorization act would be consistent with national security. This authority would not be used for projects that have been denied

authorization in a MILCON authorization request.

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

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

f. 10 U.S.C. 2805, Unspecified Minor Military Construction (UMMC): Army projects are referred to as UMMCA; Unspecified Minor Military Construction Army. A UMMC project is defined as a single undertaking at a military installation that includes all construction necessary to produce a complete and usable facility or complete and usable improvement to an existing facility. However, Department of Army (DA) is prohibited from using UMMC funds to complete a specified MILCON project. A UMMC project is permitted to precede or follow a MILCON project for a new mission requirement when the project would provide a complete and usable facility to meet a specified need. The program amount (PA) ceiling for unspecified minor construction is \$6,000,000 which includes all funded costs and not just a contract amount.

g. Operations and Maintenance Army (OMA): OMA funds several USACE programs, including: Sustainment, Restoration and Modernization SRM; Defense Environmental Restoration Program (DERP); Formerly Used Defense Sites (FUDS); and Base Realignment and Closure (BRAC). SRM funding is provided for the day to date maintenance of DoD's facilities, to restore old or damaged facilities, and for alternations of facilities to implement new or higher standards or to accommodate new functions or missions. DERP, FUDS, and BRAC programs are essentially environmental remediation programs.

h. 10 U.S.C. 2807, Architectural and Engineering Services and Construction Design: The maximum limit for design not requiring Congressional notification is \$1,000,000. To exceed this amount requires notification to Congress before design funds can be obligated. Architect-Engineer (A-E) procurements must allow for a 21-day (written) or 14-day (electronic) waiting period before publicizing the requirement in beta.sam.gov. This notification is made by the Project Manager (PM) and Funding Agency but should be verified by the Contract Specialist that it occurred and is not to be confused with the Congressional notification of contract awards as required by [DFARS](#) 205.303 and [AFARS](#) 5105.303.

When an A-E is used to design a project, the \$1,000,000 limit will not include in-house

design costs. MILCON design funds must not be used for advanced planning; that is, for real property master planning, developing project requirements, making preliminary alternative site studies, preparing environmental studies, preparing environmental impact assessments and statements, or other non-design related activities. Thus, costs of planning, programming, and related activities; e.g., Program Budget Decision documentation, Planning Charrettes and other work related to initial Military Project Construction Data [DD Form 1391](#), preparation, will not be funded from MILCON design funds. Once a [design directive](#) has been received, nothing in 10 U.S.C. 2807 prevents the use of design funds for all normal and reasonable studies and investigations traditionally associated with design development of a project; e.g., site and soil investigations, energy and life cycle cost studies, economic analyses, refining design criteria requirements, development of drawings, specifications, advertising and reproduction costs, etc.

i. P3200 Military Construction, Army (MCA) funds are used to fund the design activity of the major MCA program. Due to shortages of design funds in recent years, HQUSACE has centralized control of design funds. It allocates those funds based upon intended use. Funds to cover in-house requirements (supervision and review, overhead, travel, reproduction, etc.) are allocated on a quarterly basis. Funds for A-E contracts are identified in a quarterly request submitted by the district.

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

k. P313 Military Construction Air Force Design funds are authorized by Air Force Civil Engineer Center (AFCEC) and distributed by HQUSACE to the operating district. Approval of funds to be sent through HQUSACE to the districts is given from the AFCEC to HQUSAF in the form of a validation message on each project.

l. P7000 Reimbursable funds are authorized for work or services performed for others (other agencies or USACE offices) on a reimbursable basis. All reimbursable orders are received and accepted at the performing office. Funds received or issued by reimbursable order normally are based on an established estimate but may be increased or decreased by change, as required. The Military Interdepartmental Purchase Request (MIPR), [DD Form 448](#), is issued to USACE by other agencies (or vice versa), such as the DPW, the Defense Logistics Agency, and the Air Force as is the Acceptance of MIPR, [DD Form 448-2](#). The MIPR or an established Memorandum of Agreement should be reviewed so the KO understands USACE's responsibilities, and the scope of the project and duties agreed upon by USACE. [DFARS](#) 217.503 requires that the KO include a copy of the executed Economy Act determination and findings in the contract file.

Depending on the accounting classification used by the Requesting agency, reimbursable funds may or may not expire at the end of the fiscal year.

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

You must have authority from HQUSACE or using agency to advertise, open bids/ proposals, and award each project. This authority is given by issuing [Design Directives AR 420-1](#), paragraph 4-36, has a list of these codes. In addition, if construction funds are not made available prior to advertising, you must have assurance in the form of a certification from the Agency's Comptroller according to [AFARS 5132.702](#).

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

10 U.S.C. 2853, Authorized Cost Variations: Under the provisions of 10 U.S.C. 2853, a service Secretary can approve a “cost variation” (increase of the project authorization) up to 25 percent of the amount appropriated, or 200 percent of the UMMCA threshold (currently \$12 million, that is, 2 x \$6 million; see 10 U.S.C. 2805(a)), whichever is less. The specific cost variation approval thresholds are as follows:

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

b. Headquarters DA Installation & Housing can approve up to 25 percent over the amount authorized, or \$2 million, whichever is less, with certain exceptions. Since some cost increases need to be funded promptly to avoid interest or impact costs, 10 U.S.C. 2853(d) provides that the previous discussed limits on cost increases will not apply to cost increases resulting from—

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

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

c. The MILCON Authorizations Subcommittees must be notified of increases for initial awards greater than 25 percent over the appropriated amount, or \$12 million, whichever is less. Contract award may not occur for at least a 21-calendar day waiting period, or 14 days for electronic submissions, after the Congress is notified and if there are no congressional objections.

d. The Army can approve a “reprogramming” (increase of a project appropriation) up to 25 percent, or \$2 million, whichever is less. This criterion is more restrictive than

10 U.S.C. 2853.

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

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

10 U.S.C. 2853 addresses the authorization, thresholds, approval levels, and timeframes for scope changes to MILCON and AFH projects. When project scope is reduced below 75 percent of the scope originally approved by Congress or increases above the amount on the DD Form 1391, refer to 10 U.S.C. 2853.

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

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

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

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

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

d. Making obligations or expenditures more than an apportionment or reappropriation, or more than the amount permitted by agency regulations. 31 U.S.C. § 1517(a).

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

Violations of the Anti-Deficiency Act are subject to sanctions of two types, administrative and penal. The Anti-Deficiency Act is the only fiscal statute to prescribe penalties of both types. See the [DoD Financial Management Regulation 7000.14-R](#) (DoD FMR), Volume 14, Chapter 2.

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

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

There are cases where you may have two or more appropriations funding different projects in the same building or location. In this case, each project must have its own approval/ authorization and funds. For example, on a project to reconfigure the interior of a building, the DPW wants to replace the radiators with Operations & Maintenance (O&M) funds while the interior is removed. It is legal, provided both projects have the proper approvals, authorization, and funds, and are kept distinctly separate during both design and construction.

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

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

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

- a. Construction contract amount
- b. District Contingency funds (includes Post Award Engineering Services-PAES)
- c. Management Reserve
- d. Supervision and Administration

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

7. Explain the terms used when discussing military construction funding.

Although these terms are also included in the Glossary, they are included here for convenience.

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

b. ANNUAL YEAR APPROPRIATION - An appropriation account that is available for incurring obligations for a definite period not more than one fiscal year.

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

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

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

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

g. FUNDS AVAILABLE - Funds available for commitment or obligation. Funding should be provided upon receipt of the requirement; however, if funds are not available, the Contracting Officer must have a written statement or equivalent indicating that sufficient funds are available before issuing a solicitation except when the following conditions are met:

(1) The requirement is deemed high priority when there is a high probability that the requiring activity will not cancel the requirement;

(2) The comptroller has signed the following statement on the purchase request: "This requirement is included or provided for in the financial plan for fiscal year _____. The accounting classification will be _____. This statement is not a commitment of funds."

h. COMMITMENT - A firm administrative reservation of funds, based upon firm procurement directives, orders, requisitions, or requests, which authorize the creation of an obligation without further recourse to the official responsible for assuring that funds are available. A commitment is established by a PR&C, not a MIPR or 7600A/7600B.

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

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

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

l. RETAINAGE – If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer must authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and must release to the Contractor all the remaining withheld funds. In addition, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment must be made for the completed work without retention of a percentage.

m. PROGRESS PAYMENTS – USACE typically makes payments to construction contractors as work proceeds under FAR 52.232-5 Payments Under Fixed-Price Construction Contracts. This clause allows for monthly progress payments and requires a contractor certification of the amounts requested and that payment has been made to subcontractors from previous payments. FAR 52.232-16 Progress Payments is not applicable to construction contracts and includes processes that conflict with FAR 52.232-5 and therefore should not be used in construction contracts.

n. LIQUIDATED DAMAGES – Liquidated damages are included in a contract to establish the amount of money that can be recovered if one of the parties breaches the contract. Our construction contracts include 52.211-12 Liquidated Damages –

Construction, which specifically establishes the damages due if the contractor fails to complete performance on time. Liquidated damages under this clause are calculated by Construction personnel and endorsed by the Contracting Officer on a D&F. The calculation may include labor costs for field and office personnel to provide additional oversight after the contract completion date as well as other costs such as Government equipment, travel, and per diem expenses. Contracts with large business also include liquidated damages to be assessed if the contractor fails to perform according to their small business plan goals.

o. **ACCRUED EXPENDITURES** - The term used for the credits entered into the budgetary accounts to recognize liabilities incurred for (1) services performed by employees, contractors, other Government accounting entities, vendors, carriers, grantees, lessors, etc.; (2) goods and other tangible property received; and (3) items such as annuities or insurance claims for which no current service is required. Accrued expenditures are categorized as either paid or unpaid.

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

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

*Task 2-1
Evaluate Acquisition Considerations

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to provide sound business advice to your PDT as they consider acquisition alternatives for a construction contract.

Standards: Advise PDT on acquisition considerations resulting in a properly documented acquisition strategy that was approved. All associated regulatory and policy requirements were met.

Performance Steps:

1. Determine the design and construction approach.

USACE executes construction projects using plans and specifications (e.g. designs) that come from several sources:

- USACE design team creates the designs in-house.
- Customer contracts an Architect/Engineer (A-E) firm to create the design.
- USACE contracts an A-E firm to create the design.
- USACE contracts one firm to design and construct the project.

When the design is completed prior to soliciting a construction contract the method is called Design-Bid-Build (D-B-B). When USACE contracts a firm to both design and construct the project with one contract the method is called Design/Build (D/B).

In D-B-B projects, plans and specifications are usually completed by USACE in-house by Engineering Division or contracted to an A-E firm. In these cases, the A-E is considered an extension of the USACE staff. The entity creating the design is referred to as the “Designer of Record” (DOR). The DOR is responsible for the technical accuracy and completeness of the design and correction of any errors or omissions. After completion of the design, the project is advertised, and a construction contract is awarded.

D/B contracts, on the other hand, are awarded to one entity that is responsible for the design and construction of the project. D/B contracts are considered construction contracts, and typically, the A-E is a member of the construction contractor team, either as a subcontractor or joint venture partner. In some cases, the A-E may be the prime, subcontracting to one or more construction firms, but the contract is still a construction contract. In other cases, the D/B firm may have both construction and A-E functions in house. D/B contracts are procured using a two-step best value trade off process, described further in Task 2-2. [ER 1180-1-9](#) Design-Build Contracting prescribes the policies and procedures for D/B contracting.

2. Determine the contract type.

a. Projects can be procured on a standalone basis using a “C” type contract, or as a task order under an indefinite delivery “D” type contract. Task orders under Indefinite Delivery Indefinite Quantity (IDIQs) have their own contract numbers and include an “F” in the ninth place. Indefinite delivery contracts are used quite frequently and can be either a Single Award Task Order Contract (SATOC) or a Multiple Award Task Order Contract (MATOC).

(1) A SATOC is one IDIQ awarded to a single contractor. Consistent with [FAR 16.504\(c\)](#), the KO must give preference to making multiple awards of IDIQ contracts under a single solicitation for the same or similar supplies or services to two or more sources, and when making a single award must document a written determination as part of acquisition planning. For new acquisitions, we must seek continuous competition throughout the life of contracts over \$100M using MATOCs where possible, except for Architect-Engineer contracts which follow Brooks Act procedures. Agency heads (for Army this is the [Assistant Secretary of the Army, Acquisition, Logistics, and Technology \(ASA,\(ALT\)\)](#)) notify the congressional defense committees within 30 days when making a determination consistent with [FAR 16.504\(c\)\(1\)\(ii\)\(D\)\(1\)](#) to award a SATOC estimated to exceed \$100M (including options).

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

(3) Job Order Contracts (JOC) are another type of indefinite-delivery contract used to perform maintenance, repair, and minor construction on military installations. See [AFARS 5117.90](#). The Air Force equivalent is a Simplified Acquisition of Base Engineering Requirements contract.

3. Determine the procurement method.

a. A-E contracts for design are always procured under the Brooks Act. These are regulated by [FAR 36.6](#) and described in [EP 715-1-7](#) Architect-Engineer Contracting in USACE. A-E contracts are awarded based on technical merit rather than price. Qualifications are requested via synopsis and a selection is made. The solicitation is then sent to the selected contractor and negotiations are conducted. Many A-E projects are awarded as task orders under SATOCs or MATOCs, although very large projects may be awarded as stand-alone “C” contracts. The process is the same whether awarding a task order or “C” contract; selection is never based on price.

b. D-B-B projects may be procured using any of the methods described below:

(1) Sole Source contracts allow for an award without competition. Special authority is needed to make sole source awards because the preference is for competition. [FAR](#) 6.302 describes circumstances where sole source awards may be justified due to factors such as unusual and compelling urgency. Sole source awards using a justification at [FAR](#) 6.302 must be supported by a J&A consistent with FAR 6.303.

Sole source awards may also be used in support of certain social economic programs established by Congress. The program most frequently used by USACE for construction contracts is the 8(a) program, which allows for sole source award to firms identified as 8(a) contractors by the SBA.

(2) Simplified Acquisition Procedures (SAP) projects are those with a dollar value under the Simplified Acquisition Threshold (SAT). SAP projects are regulated by FAR 13 and present a streamlined approach to the procurement methods used about the SAP. Competition is still required to the maximum extent practicable.

(3) Sealed Bidding is regulated by [FAR](#) 14. It is a structured process whereby the Government solicits bids using an Invitation for Bid (IFB), inviting all offerors to submit their best prices. Award is made to the lowest bid that is responsive (meets the terms of the solicitation) and responsible (able to perform the work.)

(4) The Best Value procurement method is regulated by [FAR](#) 15, and construction best value projects are further regulated by [FAR](#) 36. This process allows the Government to solicit proposals using a Request for Proposal (RFP) that requests that Offerors submit technical and price proposals. Best value allows the Government to trade off increased quality for a higher price when justified. The solicitation for a best value project must include details about how the Government will evaluate and select the contractor that represents the best value to the Government. When best value procurement is used, the Contracting Officer must justify the method using the criteria in [FAR](#) 6.401(a) and document the Justification of Procurement Method in the file.

(5) Task orders issued under SATOCs and MATOCs can also be used to procure D-B-B and D/B projects. The solicitations and contracts must lay out the task ordering procedures in the IDIQs, and these ordering procedures must be consistent with all appropriate regulation for D-B-B or D/B processes.

c. D/B projects are generally procured using the two-phase process described in [FAR](#) 36.6 and [ER-1180-1-9](#) Design-Build Contracting. In some instances, D/B projects may use a one phase process to award sole source to an 8(a) contractor. All D/B projects must adhere to [Engineering and Construction Bulletin \(ECB\)](#) 2019-14. The second phase of the two-phase process uses best value trade off consistent with [FAR](#) 15.

4. Perform market research according to Task 2-3 of the [ACC 51C Job Book](#).

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

Market research may also be needed to determine if the contract should require a Project Labor Agreement, require bonding, whether consolidation is appropriate, or whether the project can be solicited on a sole source basis. See the appropriate numbered paragraph of this task for more information on each of these topics.

5. Determine the level of competition and socio-economic requirements.

Refer to Tasks 2-4 and 2-5 of the [ACC 51C Job Book](#) to complete this step.

6. Determine if the procurement involves consolidation. [FAR](#) Part 2 defines consolidation for construction as a single contract, a multiple-award contract, a task order, or a delivery order to satisfy requirements of the Federal agency for construction projects to be performed at two or more discrete sites. [FAR](#) 7.107 addresses consolidation and the circumstances in which consolidation is allowed. If the procurement is over \$2M and involves consolidation, the contract file must be documented with a determination that consolidation is necessary and justified. This determination must be supported by market research. See [UAI](#) 5107.107-2-100 for approval levels.

7. Determine when Construction Wage Rate Requirements ([FAR](#) clause 52.222-6) apply. The Davis-Bacon and Related Acts apply to contractors and subcontractors for federal construction contracts over \$2,000. Contractors and subcontractors must pay their laborers employed under the contract no less than the locally prevailing wages, as published by the Department of Labor. Contract specialists must look up the correct wage determination on beta.sam.gov and incorporate it into the solicitation and contract.

8. Determine requirements for performance and payment bonds. The [Miller Act](#) (40 U.S.C. 3131 et seq.) requires performance and payment bonds for any construction contract exceeding \$150,000. [FAR](#) 28.102 provides regulation. Bonds are issued by insurance companies or banks, and they guarantee satisfactory completion of a project by a contractor (performance bond) or guarantee that subcontractors and material suppliers on the project will be paid (payment bond). Performance and payment bonds are provided after contract award but before notice to proceed (NTP) is issued. All contracts that require performance and payment bonds also required bid guarantees submitted with the bid or proposal, usually provided in the form of a bid bond.

The KO should, as part of their market research, include a review of available bonding and bonding alternatives to be able to determine the amount, if any, of bonding available to contractors. In a CONUS environment, bonding is rarely a factor that limits competition, but in rare circumstances, the KO may need to decrease the amount of bonding required to avoid eliminating competition.

9. Determine if a Project Labor Agreement (PLA) will be required. A project labor agreement (PLA) is a pre-hire collective bargaining agreement between a construction contractor and one or more labor organizations that establishes the terms and conditions of employment for a specific construction project. PLAs are described in 29 U.S.C. 158(f). An agency may require a contractor to establish a PLA for a project if it is in the Government's interest. The decision to use a PLA is made on a project-specific basis where its use will promote economy and efficiency in federal procurement. Projects over \$25M must be supported by a PLA determination. The DPAP PLA Determination Guide for DoD dated September 14, 2016 is the tool used to determine whether a PLA should be required. Market research may be needed to support the determination.

10. Identify required documents. The USACE Acquisition Document Review and Approval Matrix is Attachment 1 to the [USACE Desk Guide](#). This matrix should be reviewed as early as possible during the pre-award process to identify required documents and reviews and the approval level needed for each.

An Acquisition Plan consistent with [DFARS](#) 207.103, [AFARS](#) 5107.103, and [UAI](#) 5107.103 may be required. A PMP required by Engineer Regulation ([ER](#)) 5-1-11, [USACE Business Process](#), which includes the acquisition plan/strategy for the project, may serve as the informal acquisition plan for smaller projects.

11. Special OCONUS and Contingency Considerations.

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

b. Procurement Method. Construction for contingency operations is typically solicited using competitive negotiation procedures consistent with [FAR](#) Part 15. Negotiations are typically necessary for OCONUS contingency environments per [FAR](#) 6.401(b)(2).

c. Market Research. Coordinate with other services/agencies in the same theater to identify capable contractors with good records of accomplishment of performance. [FAR](#) 25.802 requires the KO to identify the existence and applicability of any

international agreements and ensure compliance with these. Accordingly, consideration of agreements for any operational contracting in DoD and Army and for Logistics Civil Augmentation Program contracting is mandatory at the planning stage of an acquisition. Department of Defense Instruction ([DoDI](#)) [3020.41](#) (2011), Enclosure 2 paragraph 1.h. and 1.i.; [AR 715-9](#), paragraph 2-1.d.; and [AR 700-137](#), Chapter 4.

d. Wage Determinations. Determine if host nation equivalents to Construction Wage Rate Requirements exist. [DFARS](#) clause 252.222-7002 requires compliance with local labor laws overseas.

e. Competition and socio-economic requirements. Generally, socioeconomic requirements do not apply in overseas contingency operations. Sources sought can identify capable small businesses for CONUS contingency events. Local policies may be in place that encourages preferences for contracting with or hiring host nation businesses and/or nationals. Examples include Iraq and Afghanistan First Policies. [DFARS](#) 225.77, Acquisitions in Support of Operations in Iraq and Afghanistan, must be followed when including a preference or limiting competition to services from Iraq or Afghanistan. Coordinate with the senior DoD Contracting Command in theater.

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

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

The 2010 [Joint Contracting Command Iraq/Afghanistan Acquisition Instruction](#) contained guidance that performance and payment bonds are not required, although not prohibited, for construction contracts Afghanistan. It was determined that the requirement for performance and payment bonds would effectively eliminate Afghan

firms from the competitive process. KOs must document the determination to waive or reduce performance and payment bonds for contracts competed amongst Iraqi and Afghan firms. Any determination by the KO to waive or reduce bonding should be made prior to the issuance of the solicitation. In the addition, the [Army Contracting Command – Afghanistan \(ACC-A\) Contracting Officers’ Guide for Theater Business Clearance \(TBC\)](#) and [United States Forces – Afghanistan \(USFOR-A\) Money as a Weapon System – Afghanistan \(MAAWS-A\)](#) provide comprehensive guides to mission accomplishment in the Combined Joint Operations Area, Afghanistan (CJOA-A).

g. Informal Acquisition Plans. An [Acquisition Plan Template – Informal Construction](#) was developed in Afghanistan to facilitate preparation of informal plans in theater. See Reference material for a copy of the template. Consult with approving authority to determine if any theater specific requirements need to be addressed in the acquisition plan.

Evaluation Preparation and Guidance: Provide the Contract Specialist with references, Uniform Resource Locator (URL) links, and samples of construction PMPs, contract acquisition strategy memos, acquisition plans, or other documentation of PDT procurement decisions.

<u>Performance Measures:</u>	GO	NO-GO
1. Recommended a sound contract type, procurement method, and level of competition to PDT	_____	_____
2. Used USACE Acquisition Document Review and Approval Matrix to identify all required documents and reviews during the planning process	_____	_____
3. Performed all necessary market research	_____	_____
4. Prepared consolidation memo	_____	_____
5. Prepared a PLA determination	_____	_____

*Task 2-2

The Role of Small Business in Contingency/Emergency Contracting

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

Standards: Prepare a briefing on the role of the USACE [Small Business Office](#) and [FAR](#) 19, Small Business Programs, in contingency/emergency contracting.

Performance Steps:

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

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

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

When a CONUS emergency occurs, the Small Business Specialist (SBS) assigned to the lead District/Center will provide small business support for that mission. If the lead District/Center's SBS is not available or there is not a lead District/Center, small business support should be obtained from a Division or HQ level small business asset. [Small Business Office](#) contact information can be obtained at the following link (or by emailing smallbusiness@usace.army.mil): <https://www.usace.army.mil/Business-With-Us/Small-Business/>.

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

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

Justifications and Approvals (J&A)	Small Business Participation Plans
Sources Sought	Subcontracting Plans
Market Research	Peer Reviews
Acquisition Plans & Strategies	Small Business Protests

[Certificate of Competency](#) (COC). The SBA issues a COC stating that the holder is responsible (with respect to all elements of responsibility, including, but not limited to, capability, competency, capacity, credit, integrity, perseverance, tenacity, and limitations on subcontracting) for the purpose of receiving and performing a specific Government contract. The COC program empowers the SBA to certify to Government Contracting Officers as to all elements of responsibility of any small business concern to receive and perform a specific Government contract. A Contracting Officer must, upon determining an apparent successful small business offeror to be non-responsible, refer that small business to the SBA for a possible COC, even if the next acceptable offer is also from a small business.

Evaluation Preparation and Guidance: Provide the Contract Specialist with a scenario where he/she briefs the role of the Small Business office in contingency/emergency contracting. Have the Contract Specialist brief when [FAR](#) 19 applies and how to utilize the SB office as a liaison to the SBA.

<u>Performance Measures:</u>	GO	NO-GO
1. Determined when <u>FAR</u> 19 applied to the contracting mission	_____	_____
2. Identified when coordination with the SB office is required	_____	_____
3. Identified when a Certificate of Competency is required	_____	_____

*Task 2-3

Develop a Source Selection Plan

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to write a source selection plan for a D-B-B or D/B construction acquisition that will be a negotiated procurement conforming to the policy set forth in [FAR 15](#) and [FAR 36](#). Remember that if you are assigned a D/B acquisition, only the second phase will follow [FAR 15](#).

Standards: Planned, prepared, and executed a source selection plan for a construction contract requirement compliant with [Department of Defense Source Selection Procedures \(DoD-SSP\)](#) and the [Army Source Selection Supplement \(AS3\)](#).

Performance Steps:

1. Identify the Source Selection Team (SST) Members.

Source selection is accomplished by a team that is tailored to the specific acquisition. Teams for larger, more complex source selections generally consist of the Source Selection Authority (SSA), PCO (if different from the SSA), Source Selection Advisory Council (SSAC), Source Selection Evaluation Board (SSEB), Advisors, Cost or Pricing Experts, Legal Counsel, Small Business Professionals/Specialists, and other subject-matter experts. SST members may include personnel from other Departmental sources such as headquarters or joint service members. Key members of the SST—such as the SSA, SSAC Chairperson, SSEB Chairperson, functional leads, and the PCO— should have source selection experience in high dollar, complex acquisitions. All members of the team must be designated early in the source selection process, and agencies must provide the needed training to execute that specific source selection.

SSA: The SSA is the individual designated to make the best value decision. The appointment of the individual to serve as the SSA must be commensurate with the complexity and dollar value of the acquisition. For acquisitions with a total estimated value of \$100 million or more, the Agency head must appoint, in writing, an individual other than the PCO as the SSA. For all other acquisitions, the PCO may serve as the SSA according to [FAR 15.303\(a\)](#) unless the agency head or designee appoints another individual.

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

SSEB: The SSEB is usually comprised of multiple groups of evaluators who are responsible for evaluating specific areas of the proposal against the Request for

Proposal (RFP) requirements. The precise structure of the SSEB is a matter within the SSA's discretion. Typical SSEBs have at least a technical evaluation and cost team. For complex acquisitions, SSEBs may also have past performance, small business utilization, and risk analysis teams. To ensure independent analysis SSEB teams usually review only that area of the RFP assigned to them.

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

As a result of many factors, some Divisions/Districts/Customers are faced with the possibility of using Non-Government Personnel to support the source selection process, which may include writing documents (e.g., Memoranda for Record (MFR), source selection plan, source selection document, etc.), providing subject matter expertise for specific technical factors and subfactors, and supporting other functions as needed. However, the use of Non-federal personnel as voting members of the SSEB is prohibited. Refer to [DoD Source Selection Procedures](#), paragraph 1.4.6.2, for further guidance and instructions. Refer to [FAR 9.505-4](#) for procedures relevant to non-federal access to contractor proprietary information such as proposals.

2. Determine Evaluation Criteria.

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

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

Ensure your evaluation factors mirror the criteria and requirements in the solicitation sections 00 21 00, Instructions to Offerors, and 00 22 00 Evaluation of Offers. In addition, ensure that evaluation criteria do not conflict with General Requirements and/or Technical Specifications or Provisions of the RFP.

3. Prepare a comprehensive Source Selection Plan consistent with the DoD-SSP.
4. Obtain Source Selection Plan Approval: Obtain the signature of all stakeholders

identified in the plan as having approval authority. Typically, this will include the SSA, PM, KO, Attorney Advisor, and Small Business Specialist. There may be other technical elements that need to sign the plan and higher-level approving officials if the dollar value of the plan warrants.

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

Refer to [USACE Desk Guide](#) Attachment 1 - USACE Acquisition Document Review and Approval Matrix to determine whether higher-level approval is necessary.

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

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

***Task 2-4**

Develop a Presolicitation Announcement for Construction

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to develop a presolicitation announcement for a construction requirement.

Standards: Make the required presolicitation and post-award synopsis according to [FAR 5.204](#). Ensure synopses are canceled properly.

Performance Steps:

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

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

2. Receive the Labor Code from the PM and ensure sufficient funding for contracting actions. Do not proceed if provided insufficient labor funding. Guidance is to follow your district’s policy and procedure.

3. Ascertain the ECC of the project.

When publicizing the solicitation, use the Magnitude of Construction dollar ranges in [FAR 36.204](#) and [DFARS 236.204](#), Disclosure of the Magnitude of Construction Projects, rather than the actual ECC.

4. Determine whether an exception to synopsizing the proposed action applies consistent with [FAR 5.202](#). There are numerous exceptions. Common exceptions used by USACE include sole source 8(a) procurements and task orders under properly synopsized IDIQs.

5. Use appropriate procedures to publicize the pre-solicitation notice. All contract actions that require synopsis are published to the single Government point-of-entry for federal Government procurement opportunities, beta.sam.gov. Publication of the requirement may also serve as the sources sought notice.

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

Coordinate with local trade associations, local government agencies, and other venues to publicize your requirements to increase competition. Most trade associations and local government agencies have electronic billboards to post requirements.

6. Publish a cancellation synopsis, if applicable. If the project is canceled, a synopsis for cancellation must be prepared in consistent with [FAR 5.207\(f\)](#). The cancellation synopsis should contain an explanation for the cancellation.

7. Special Considerations for OCONUS and Contingency.

The World Trade Organization Government Procurement Agreement and Free Trade Agreements (WTO GPA FTA) may apply and the action may not require a synopsis through beta.sam.gov. Review [FAR 25.4](#). Follow [FAR 5](#) guidance when [FAR 25.4](#) does not apply.

Even though you may reduce the response time for synopsis and solicitation in an overseas contingency operation for actions not exceeding the WTO GPA threshold or where a WTO FTA agreement does not exist – as the KO, you must establish a solicitation response time that affords potential offerors a reasonable opportunity to respond to the proposed contract action.

Evaluation Preparation and Guidance: Provide the Contract Specialist a written scenario with an acquisition plan and draft solicitation. The Contract Specialist should prepare a synopsis for the solicitation and give evidence that they are able to upload the synopsis to [beta.sam.gov](#). Provide alternate scenarios for cancellation of a project and have the Contract Specialist prepare a synopsis. Provide the Contract Specialist a scenario with an awarded contract and have them prepare award synopsis.

<u>Performance Measures:</u>	GO	NO-GO
1. Determined if solicitation must be synopsized	_____	_____
2. Prepared pre-solicitation synopsis	_____	_____
3. Posted a mock presolicitation synopsis to beta.sam.gov	_____	_____
4. Canceled the presolicitation synopsis in beta.sam.gov	_____	_____
5. Synopsized mock contract award and posted to beta.sam.gov	_____	_____
6. Canceled the mock post-award synopsis	_____	_____

***Task 2-5**

Explain How the Construction Contract Format Differs from the Uniform Contract Format used for Other Types of Solicitations

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

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

Performance Steps:

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

Per [UAI](#) 5114.201-1, the following USACE format (otherwise known as the modified Construction Specifications Institute (CSI) Master Format) must be used in lieu of the UCF for construction contracts. Use the CSI Master Format in [USACE Desk Guide \(UDG\)](#) 5114.201-1 in lieu of the UCF specified in Federal Acquisition Regulation ([FAR](#)) 14.201-1(a).

USACE Contract Format

00 10 00	Solicitation (SF 1442)/Schedule (UCF Sections A & B)
00 20 00	Instructions for Procurement (UCF Sections L & M)
00 45 00	Representations & Certifications (UCF Section K)
00 72 00	General Conditions (UCF Section I)
00 73 00	Supplementary Conditions (UCF Section H)
01 00 00	General Requirements (UCF Section C)
02 00 00	Existing Conditions (UCF Section C)
03 00 00	through 48 00 00 Technical Requirements (UCF Section C or Section J)

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

a. Proposal Requirements, Contract Forms, and Conditions

00 11 00	Solicitation, Offer & Award (SF 1442)
00 21 00	Instructions, Conditions & Notices to Offerors
00 22 10	Phase 1 Design-Build Selection Procedures

- 00 22 20 Phase 2 Design-Build Selection Procedures
- or-
- 00 22 11 Proposal Submission Requirements, Evaluation Criteria and Basis
of Award for One Step Design-Build Selection
- 00 45 00 Representations and Certifications
- 00 72 00 Contract Clauses
- 00 73 00 Special Contract Requirements

b. Division 01

- 01 10 00 Design Requirements (MATOC – “Statement of Work”)
- 01 31 13.13 Project Schedule
- 01 33 00 Submittal Procedures
- 01 33 16 Design After Award
- 01 45 16.13 Contractor Quality Control System
- 01 57 19 Environmental Controls
- 01 62 35 Recycled/Recovered Materials
- 01 78 00 Closeout Submittals

c. Appendices

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

Performance Measures:

GO

NO-GO

1. Explained the difference between the UCF and the construction contract format

2. Given a construction solicitation, correctly located pertinent information

*Task 2-6

Review Construction Plans and Specifications

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain what sections and key information in the plans and specifications that should be reviewed by the Contract Specialist.

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

Performance Steps:

1. Review Section 01 00 00, General Requirements. Cross-reference any Payment provisions with the Bid Schedule.
2. Identify and review the use of restrictive experience or licensing requirements in the General Requirements or technical sections.
3. Identify any brand name or proprietary products in the specifications and ensure they are justified consistent with [FAR](#) 6.302-1.

In general, specifications should not indicate brand names, even if those brand names are presented as a basis-of-design or if three brand names are listed as examples of similar products. We cannot require brand name products from the prime contractor or from subcontractors, and there is no level or price threshold at which an item in the specification can be indicated by brand name.

Brand names can only be included in a solicitation if a justification and approval (J&A) is completed according to [FAR](#) 6.303-1. In this case, the Government may require a specific brand name or may require a “brand name or equal.” Even when [FAR](#) 52.211-6 Brand Name or Equal is used, a justification and approval must be completed.

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

Generally, Military Construction (MILCON) funds may not be used to buy movable furniture. Built-in furniture and equipment, such as “systems furniture,” ovens, and the like may be acquired with MILCON funds. See Reference Material for [USACE Policy Memorandum](#). For OCONUS contingency operations, it may be preferable to have the construction contractor purchase and install the furniture, fixtures, and equipment. In this case, a separate Contract Line Identification Number (CLIN) funded by Operation and Maintenance Army (OMA) funds must be used. Consider whether furniture CLINs must be options in order to comply with the Bona Fide Needs Rule and whether the inclusion of furniture with construction presents a consolidation of requirements. When other than MILCON services are added to MILCON projects, other special

considerations may be implicated. Refer to USACE [ECB 2016-6](#), Updated USACE Mega Projects Guidance for additional considerations.

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

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

*Task 2-7

Obtain Presolicitation Clearances

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain how to obtain presolicitation clearances.

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

Performance Steps:

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

1. Obtain Real Estate Certification.

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

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

2. Obtain Environmental Assessments and Permits.

For CONUS, the National Environmental Policy Act (NEPA) and Clean Water Act (CWA) require environmental assessments and water quality certifications prior to advertising.

3. Obtain Biddability, Constructability, Operability, Environmental, and Sustainability (BCOES) Review.

The BCOES review encompasses the compatibility of the design with site conditions, materials, schedules, and construction methods. The review includes consideration of the protection of air, water, land, animals, plants, and other natural resources from the

effects of construction and operation of the project as stated in the PMP, and should include a step-by-step review of how the construction process will unfold.

Per [ER 415-1-11, Biddability, Constructability, Operability, Environmental, and Sustainability Review](#), paragraph 9.i., the Chief of Contracting will ensure that bid opening or receipt of proposals is not made prior to BCOES certification unless the KO determines with written advance concurrence of the Chiefs of Engineering and Construction that it is in the best interest of the Government to award without incorporation of all comments. The written waiver of the required BCOES certification must be signed by the Chiefs of Engineering and Construction, and a determination and findings signed by the contracting officer will be placed in the contract file in place of the certification when solicitation or award is made without this certification.

4. Determine the need for options.

Per [FAR](#) 17.202, the KO may include options in contracts when it is in the Government's interest. The KO must make a written determination that there is a reasonable likelihood that the options will be exercised before including options in the solicitation. Sealed bidding solicitations must include [FAR](#) 52.217-5 Evaluation of Options, which requires that the price of options be included in the overall bid price for the purposes of determining the apparent low bidder, unless a determination is made according to [FAR](#) 17.206(b) that including the option price in the evaluation is not in the Government's best interest. Solicitations that include options should also include [FAR](#) 52.217-6, [FAR](#) 52.217-7, [FAR](#) 52.217-8, or [FAR](#) 52.217-9 so that the options can be exercised.

5. Prepare applicable Determinations, MFRs, or D&Fs, as required.

a. Time and Materials or Labor Hour Contract consistent with [FAR](#) 16.601(d)(1) and [DFARS](#) 216.601(d).

b. Unfixed Contract Action (UCA) consistent with [DFARS](#) 217.7404.

c. Ordering period of a task order contract exceeds ten years consistent with [DFARS](#) 217.204(e)(i).

d. Use and evaluation of options consistent with [FAR](#) 17.206. See References for sample D&F.

e. Use of Options Beyond a five-year regulatory limit consistent with [AFARS](#) 5117.204(e).

f. [Mobilization and Demobilization](#) (MOB & DEMOB). See References for samples of D&F for a complex project and a D&F for specialized equipment.

- g. Warranties consistent with [FAR](#) 46.7. See References for sample [Warranty D&F](#).
- h. Liquidated Damages (LD) consistent with [FAR](#) 36.206. See References for sample [LD D&F](#).
- i. Buy American Act Determination consistent with [FAR](#) 25. See References for a briefing on [Buy American Act waivers](#), information on domestic non-availability waivers, and sample waivers based on cost and impracticable for use.
- j. Determination and Findings for Consolidation of Contract Requirements consistent with [FAR](#) 7.107-2
- k. [Approval for Single Award TO/DO Contracts](#) >\$100M consistent with [FAR](#) 16.504(c)(1)(ii)(D). See References for a Sample D&F.

6. Obtain “Authority to Advertise” from the PM.

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

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

A similar process is in place for IIS projects, with authority coming from HQ USACE.

7. Special OCONUS and Contingency Considerations.

a. Obtain Environmental Assessments and Permits. The National Environmental Policy Act (NEPA) and Clean Water Act (CWA) do not apply OCONUS. Determine whether the host country has any environmental laws or certification requirements that must be obtained prior to advertising.

b. Determine whether Unexploded Ordnance (UXO) has already been cleared from the project site. The Project Manager (PM) must provide a mine clearance certification for the entire project site. If demining has not occurred, then the preferred method of clearance would be to issue a separate task order from an existing UXO/demining IDIQ contract and obtain the certification from the IDIQ contractor prior to award of the instant contract action. The least desirable method would be to include a requirement for demining in the construction contract. The allied forces have a Mine Action Center

(MAC) that monitors the cleared geographic locations and if the area has been cleared, they will provide the certification. The MAC is only responsible in some geographic areas. In other areas, the host nation is responsible.

c. Determine whether a Theater Business Clearance (TBC) is required. A TBC is required for Afghanistan per DPAP Memorandum "Theater Business Clearance Update for Afghanistan" dated 21 Jan 2015 in conjunction with DPAP Memorandums "Theater Business Clearance Update for U.S. Central Command (CENTCOM) Area of Responsibility" dated 26 Feb 2013 and 11 Sep 2013. Please see DFARS PGI 225.370 for additional TBC guidance.

d. Buy American Act. Outside of the U.S. the Balance of Payments Program applies. Please see [DFARS](#) 252.225-7000 and 252.225-7001.

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

Performance Measure:

GO

NO-GO

Identified and explained the purpose of the typical certifications, clearances and D&F's required for construction CONUS

*Task 2-8

Develop a Construction Solicitation

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned the task to develop a construction solicitation.

Standards: Using the DoD Standard Procurement System (SPS)/Procurement Desktop Defense (PD²) develop a construction solicitation with all applicable clauses, attachments, and other pertinent information ready for Peer Review to meet established suspense dates.

Performance Steps:

Use Construction Specifications Institute (CSI) format in PD² when building the construction solicitation.

1. Establish a folder to organize documents consistent with the PCF File Index structure.

The DASA(P) and PCF File Index structures change periodically. The current Army file index is identified as the [PCF Army Cabinet Index](#). See reference material for copies of the file index. Consistent with [AFARS](#) 5104.8, the Army Cabinet Index folder structure must be used when filing documents in PCF.

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

3. Receive certified PR&C, through the CEFMS, which covers the Government's independent estimate of construction cost. Check with Resource Manager/ J-8 to ensure receipt of the proper type of funding.

In some cases, a "Planning" PR&C, either \$0 or \$1, may be provided to establish the solicitation in the contract writing system.

If funds are not available at the time of solicitation, KOs must follow the requirements of [AFARS](#) 5132.702. Before issuing a solicitation, the contracting officer must have a written statement or equivalent indicating that sufficient funds are available. This is usually accomplished in the form of a fully funded PR&C, but may be accomplished via memo from the USACE funds holder, for example FUDS funds are retained at the program level until a negotiated amount is confirmed. A memo from the USACE FUDS fundholder is sufficient, and may even be programmatic. However, if funds are held outside of USACE, [AFARS](#) 5132.702, the KO may only issue the solicitation for high priority requirements, and only if a comptroller's statement is received from the requiring

activity stating that “This requirement is included or provided for in the financial plan for fiscal year _____. The accounting classification will be _____. This statement is not a commitment of funds.” If solicitation is made on this basis, the KO must include [FAR 52.232-18, Availability of Funds](#) OR include the statement in the solicitation “Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available.” If a solicitation is made prior to receipt of funds, the contract must still be fully funded via PR&C before contract award is made.

Contract Specialists must ensure that CARs are properly coded to reflect the correct source appropriate. Contract Specialists should review the MIPR or FAD, not only the PR&C to ensure funding agency information is correct on the CAR.

4. Perform automated or manual interface between CEFMS and SPS/PD².

The best practice is to use the PR&C, which has been “pushed across” from CEFMS to SPS/PD². In exceptional cases, a PR&C can be manually loaded into SPS/PD² and approved. However, this will not allow the PR&C to be married up with the CEFMS PR&C later.

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

5. Build your Solicitation document in SPS/PD².

Following is a general guide for the required steps to create a construction solicitation in SPS/ PD². Be sure to check for any local procedures to ensure that your solicitation is complete and compliant with local policy. Periodically save your document in case the system or your computer has challenges, then you will not have to start over.

- a. Select Procurement.
- b. Select Pre-Award/Award.
- c. Select Solicitations.
- d. Select Construction Solicitation ([SF 1442](#)).

e. Start your auto clause selection by identifying the specific characteristics or your requirement and method of acquisition: Full and Open unrestricted; set a-side for a specific socio-economic program or Section 886 ([DFARS 225.77](#)) for Afghanistan; IFB or RFP; LD's, Warranties, etc. Using the auto clause selection in SPS/PD² will not provide all the required clauses. The Contract Specialist will need to manually check to ensure all the appropriate clauses have been selected. Overseas, a Section 886 restricted competition is treated as “unrestricted” because SPS/PD² will not recognize a limited competition pursuant to Section 886.

- f. Fill-in applicable information on the [SF 1442](#) (front and back page).
- g. Ensure all required data is input into the line items.
- h. Ensure all fill-in clauses are completed.
- i. Ensure clauses are in the appropriate section and not duplicated or omitted.
- j. If additional information is required (non-clause) ensure it is included as (add text) in a Word document. Do Not try to attach a .pdf file (you can), but you will regret it the very next time you attempt to open your document (extremely slow).
- k. Ensure fill-in data in your clauses (if provided in other locations – e.g., performance period located on the front page of the [SF 1442](#) is the same as your clause or you can state, “See Section 00800.”
- l. Theater Business Clearance (TBC) is required for acquisitions conducted for performance in Afghanistan. Specific theater-unique clauses are required and may be located in the [Army Contracting Command – Afghanistan \(ACC-A\) Contracting Officers’ Guide for Theater Business Clearance \(TBC\)](#) located under the “TBC” tab of the [Joint Contingency and Expeditionary Services \(JCXS\)](#) website.
- m. Add Text for Attachments:
 - (1) Wage Determination, Davis Bacon, and/or Service Contract Act (if applicable).
 - (2) List amendments to the solicitation as they are issued.
 - (3) Technical data not included in the solicitation technical provisions.
 - (4) Small Business Subcontracting Plan (sample – if unrestricted)
- n. If feasible and available in a word document (Add Text), include Technical Provisions/ Specifications.

6. Select appropriate clauses for CONUS requirements.

Contract clause selection is an art and a science. All Contract Specialists develop their own approach to this task. Many appreciate and use the [FAR Smart Matrix](#). Others look at the clause prescriptions in each FAR part that is applicable to their procurement. Still others will look at past solicitations for similar services, although this method can fail if you do not account for recent changes. You will likely learn some methods in your DAU classes and some tips from your mentor or other Contract Specialists. Develop a method for selecting clauses that works for you and allows you to select all appropriate clauses without omitting any.

7. Prepare your solicitation package for Peer Review.

See Task 2-8, Conduct Solicitation Peer Review.

8. Special OCONUS and Contingency Considerations

Select appropriate clauses for OCONUS requirements. Specify in solicitations that offerors must submit offers in the English language and, if required, in U.S. dollars (see [FAR](#) 52.214-34, Submission of Offers in the English Language; [FAR](#) 52.214-35, Submission of Offers in U.S. Currency; or [FAR](#) 52.215-1, Instruction to Offerors—Competitive Acquisitions). Refer to [FAR](#) 25 for additional clauses required for foreign acquisition.

Evaluation Preparation and Guidance: Given a written scope of work from the requiring activity, a certified PR&C, and input from the PM and other PDT members develop a Construction Solicitation using SPS/PD².

Performance Measures:

GO

NO-GO

1. Developed a complete construction solicitation in SPS/ PD²

2. Obtained Legal and KO approval of solicitation

*Task 2-9
Conduct Peer Review

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to conduct a solicitation peer review.

Standards: Peer review was conducted consistent with [UAI](#) 5101.170.

Performance Steps:

1. Explain the purpose of peer reviews.

Peer reviews are to be independent reviews, outside the purview of the PDT. Objectives of peer reviews are to (i) Ensure that USACE acquisition personnel enter into a sound business arrangement, (ii) Improve the quality of contracting processes throughout USACE, and (iii) Facilitate sharing of best practices and lessons learned throughout USACE.

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

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

All actions valued \$50M or more are subject to Peer Review according to [UAI](#) 5101.170 unless a waiver is granted consistent with [AFARS](#) 5101.170(b)(v)(C). Actions between \$50M and \$100M require peer review at the CoCO approval level, actions between \$100M and \$1B require approval at the SCO approval level.

3. Establish the Peer Review Board.

For actions valued at \$50 million and greater, the peer review should be a multi-functional team comprised of senior level experts, which at a minimum, include representatives from the acquisition center, small business office, office of counsel, requirements community and in the case of non-competitive actions, the competition advocate. While legal counsel participates in the peer review process, separate legal sufficiency reviews are required consistent with [AFARS](#) 5101.602-2-90.

For Senior Contracting Official (SCO) Chaired Peer Reviews, the SCO will establish the peer review participants, the SCO analyst will confirm the peer review participants with the Center/District Business Oversight Branch (BOB), and the Center/District BOB will coordinate the PDT members requested as attendees at the peer review meeting. The

attendees will include, at a minimum, the Contracting Officer, Technical Evaluation Team Lead, Price Evaluation Team Lead/Price or Cost Evaluator (as applicable), and Source Selection Evaluation Board (SSEB) Chair. The Source Selection Authority (SSA) will be invited to attend the peer review meeting but is not required. If the SSA does not attend the peer review meeting, the peer review team will provide a debriefing to the SSA upon request. For more information on peer reviews, see [DFARS](#) 201.170 and [AFARS](#) 5101.170.

5. Conduct a peer review.

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

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

The job of the peer review board is to review the file and make sure that all required documentation is in place and, in general, that decisions are documented and make sense. It is not their job to rewrite the solicitation or contract, or to change decisions that have been made. Their job is to provide recommendations to the KO of things that they find lacking. It is up to the KO to resolve all comments/recommendations before issuing the solicitation or awarding the contract. Ensure that the resolution to each comment/recommendation is documented in the file. For formal peer reviews, the comments and recommendations will be part of the peer review package forwarded for approval.

6. Document lessons learned and share with the team.

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

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

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

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

Evaluation Preparation and Guidance: Review [UAI](#) 5101.170 with the Contract Specialist as well as the local procedures developed for peer review. Have the Contract Specialist participate on an SRB and CRB to help them become familiar with the

process.

Performance Measures:

GO

NO-GO

1. Explained the purpose of peer reviews

2. Identified the approval thresholds and authorities

3. Conducted a peer review

4. Addressed and incorporated comments from the peer review into the solicitation or contract

5. Documented lessons learned and shared with the team

6. Updated SCO website with results of peer review

*Task 2-10

Issue Solicitation – On the Street

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

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

Performance Steps:

1. Explain the purpose of the Preproposal conference and site visit.
2. Prepare a briefing to contractors for the Preproposal conference.

Typically, the agenda will include the following:

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

3. Plan for a Court Reporter or other means to record the Preproposal conference proceedings.

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

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

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

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

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

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

5. Determine what amendment(s) to the solicitation are necessary because of the Preproposal conference.

At the conclusion of the Preproposal conference, determine what, if any, amendments are necessary, who will be responsible for each amendment item and the timeline to get the information to Contracting.

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

7. Post the minutes from the Preproposal conference to beta.sam.gov.

8. Create and issue an amendment to the solicitation.

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

Evaluation Preparation and Guidance: Provide local policy on how Preproposal

conferences are conducted in your AOR. Provide a sample Preproposal conference briefing and minutes from a previously held conference to the Contract Specialist. Explain the process for amending solicitations.

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

*Task 2-11

Receive Proposals and Determine Eligibility for Award

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

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

Performance Steps:

1. Determine the standard procedure for receiving contractor proposals.

Based on security conditions you may have to provide a work-around for accepting and safeguarding contractor proposals.

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

Solicitation No: _____ Date: _____ Time: _____

Company Name: _____

Receivers Name: _____

3. Breakdown all proposals received.

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

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

4. Check the [System for Award Management \(SAM\)](#) for each offeror and company principals.

After receipt of proposals, the KO must review the SAM and verify whether the company or any of its principals (especially the individual signing the [SF 1442](#), block 20) have any Active Exclusions or Debt Subject to Offset.

After receipt of proposals, the KO must review the SAM and ensure registration is active.

Proposals received from any excluded offeror must be entered on the list of receipts of proposals and annotated as rejected unless the agency head determines in writing that there is a compelling reason to consider the proposal.

Proposals or offers received from any excluded offeror must not be evaluated for award or included in the competitive range, nor enter into discussions with an excluded offeror during their period of ineligibility, unless the agency head determines in writing that there is a compelling reason to consider the proposal.

5. Review each proposal for conformity to the RFP requirements and determine eligibility for award.

If discussions become necessary, offerors can correct technical deficiencies, submit missing information, revise their prices, or correct deficient documents in response to a request for proposal revisions. Therefore, if you are unable to award without discussions and the offeror is able to submit a revised proposal without substantially re-writing or making significant changes to their proposal, it is recommended that you not declare them ineligible for award at this time. Proposals that are received late may need to be rejected. See the standards at [FAR](#) 15.208(b)(1) to determine whether a late proposal can be accepted.

6. Prepare an abstract of proposals using [Optional Form \(OF\) 1419](#), Abstract of Offers – Construction, or automated equivalent.

Ensure that the abstract is signed by the KO. Unlike with a sealed bid, the [OF 1419](#) must never be posted to [beta.sam.gov](#) as it contains detailed source selection sensitive information.

7. Secure and safeguard proposals.

You are responsible for the accountability and safeguarding of RFPs. Therefore, you must have a secure area to protect the documents (e.g., a mil-van, conex, or lockable office). Proposals received electronically must also be stored securely according to [FAR](#) 15.207, [FAR](#) 3.104, and 41 U.S.C. Chapter 21, Restrictions on Obtaining and Disclosing Certain Information. Different contracting offices have different implementation, so follow the Standard Operating Procedures (SOP) developed by your district.

8. Special OCONUS and Contingency Considerations.

Conduct [Joint Contingency Contracting System \(JCCS\)](#) vendor vetting (applies to Afghanistan). Offerors and potential awardees are required to register in JCCS to be eligible for award, and vetted. KOs must verify contractor compliance with Synchronized Pre-deployment and Operational Tracker (SPOT) requirements. The vetting process is similar to SAM exclusions, in that only approved vendors are eligible for contract award. See the [Army Contracting Command – Afghanistan \(ACC-A\) Contracting Officers' Guide for Theater Business Clearance \(TBC\)](#) clause 5152.225-5916 for more information.

Vendor vetting is a process to determine eligibility for contract award for non-U.S. vendors operating in Afghanistan. United States Forces – Afghanistan (USFOR-A) Fragmentary Order (FRAGO) 10-330 establishes the requirements and procedures for vendor vetting. Vendor vetting is applicable to all awards of, and options for, any contracts or Blanket Purchase Agreements (BPAs). It is highly recommended that all vendors who want to do business should be submitted for vetting.

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

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

<u>Performance Measures:</u>	GO	NO-GO
1. Explained the procedure for receipt of proposals	_____	_____
2. Coordinated with Security for receipt and handling of proposals, as needed	_____	_____
3. Successfully performed the proposal breakdown and recording process	_____	_____
4. Verified whether each offeror or company principal is listed on SAM exclusions or OCONUS equivalent	_____	_____
5. Reviewed each proposal for conformity	_____	_____
6. Stored and safeguarded offeror proposals in preparation for the SSEB	_____	_____

*Task 2-12

Conduct Source Selection Process

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to conduct the Source Selection Process.

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

Performance Steps:

The DoD-SSP became effective on 1 April 2016. The [Army Source Selection Supplement \(AS3\)](#), [AFARS Appendix AA](#) is effective until removed. However, the DoD SSP takes precedent when there are conflicts between it and the ASSM. Follow any supplemental guidance issued by the Office of the Deputy Assistant Secretary of the Army (ODASA(P)) and/or USACE as it becomes available.

Contingency contracting source selection is discussed further in the [Defense Contingency Contracting Handbook](#).

1. Confirm all necessary arrangements have been made for the Source Selection Evaluation Board (SSEB) training and evaluations. Following is a list of administrative support considerations if the SSEB will convene in person:
 - a. Adequate facilities (include space for the evaluators and discussions with offerors): Consider whether the facilities are of adequate size, capable of segregation of committees, comfortable, properly furnished, secure, handicap accessible, and close to support services such as copiers, restrooms, and dining facilities.
 - b. Security controls, such as identification badges and access control.
 - c. Secure storage space for proposals and source selection materials.
 - d. Appropriate computer hardware, software, and related support.
 - e. Adequate telephones, facsimile machines, copiers, and/or printing services located in secure areas and Audio/Video Teleconferencing capabilities that can be secured.
 - f. Adequate office supplies.
 - g. Lodging and transportation for personnel on temporary duty.

If the SSEB will convene virtually, follow your local SOP. At a minimum, virtual boards must maintain the security of source selection sensitive information at all time. Use secure USACE teaming programs for document storage and meeting interfaces.

2. Provide SSEB training.

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

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

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

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

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

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

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

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

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

An important distinction between clarifications and discussions is that clarifications cannot result in a proposal revision. If it is necessary for the offeror to revise a proposal to respond to or document the response to the question, then the question must be identified as an Item for Negotiation (IFN) and may only be asked if a competitive range is established and the offeror is determined to be within the competitive range. Clarifications may be used to allow offerors to clarify the relevance of past performance information and adverse past performance information to which they have not previously had an opportunity to respond.

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

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

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

The Subcontracting Plan (if required) is not evaluated as part of the technical evaluation, although participation by small business is often an evaluation factor. When small business is an evaluation factor, the offeror's response is sometimes called the Small Business Participation Plan. Although the Subcontracting Plan that will be included in the winning offeror's contract should be consistent with the Small Business Participation Plan (evaluation factor), the two are separate and distinct submissions. The Small Business Participation Plan (if required) must be submitted with the offeror's proposal and is evaluated as part of the source selection. A Subcontracting Plan is only required from the selected offeror after source selection is complete. Refer to local policy regarding review and scoring of Subcontracting Plans.

5. Assign adjectival ratings for non-price evaluation factors.

Typically, evaluators complete individual evaluation sheets and when all evaluators have completed evaluating a proposal a consensus will be conducted with the SSEB. At a minimum, each evaluation group must convene to discuss the offeror's proposal in order to share their views on the offeror's strengths, weaknesses, deficiencies, and risks related to their assigned evaluation factor(s)/sub factor(s) and to reach a final consensus rating for each factor and subfactor using the adjectival ratings identified in the Request for Proposal (RFP) and SSP.

Simply averaging the individual evaluation results does not constitute consensus. Consensus requires a meeting of the minds on the assigned rating and associated strengths, weaknesses, deficiencies, and risks. In exceptional cases where the evaluators are unable to reach an agreement without unreasonably delaying the source selection process, the evaluation report must include the majority conclusion and the dissenting view(s) with supporting rationale, which must

be briefed to the SSA.

6. Prepare a summary evaluation report.

The SSEB Chair is responsible for preparing the SSEB report.

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

7. Evaluate price proposals.

Typically, the Contract Specialist (or the Cost/Price Analyst if one exists in the organization) will review price proposals to determine whether they appear reasonable using one or more of the proposal analysis techniques identified in [FAR](#) 15.404-1. When reviewing price proposals, be sure to review both individual line item prices as well as the overall price to check for unbalanced pricing and determine reasonableness.

Typically, for military-funded construction contracts, a proposal is considered awardable if it is within 15% of the IGE or other offerors. This is because [UAI](#) 5136.205-101, Cost Limitations - Military Construction Contracts, stipulates that award of a contract for military construction (MILCON) must be approved by the District/Center Commander when the lowest qualifying bid exceeds the IGE, including profit, by more than 15 percent.

For Military installation support for Operations & Maintenance (O&M) construction, the Installation Commander or designee approval must be obtained prior to award of a contract if the proposed contract price exceeds the authorized amount on the project authorization document.

For civil funded construction contracts, a proposal is considered awardable if it is within 25% of the IGE. That is because IGEs for civil works contracts do not include profit, whereas military IGE's do. Consistent with 33 U.S.C. 622 and 624, no civil works construction contract may be awarded if the contract price exceeds the Government estimate prepared according to [UAI](#) 5136.205-100 Statutory Cost Limitations – Civil Works by more than 25 percent.

Technical evaluations are conducted without the knowledge of offered prices. However, once initial evaluations are concluded, it is permissible for the price evaluation team to share overall price information with the technical evaluation team. It is also advisable for one or more members of the technical evaluation team to crosswalk the technical proposal with the price proposal, confirming that all price assumptions and statements are consistent with the technical proposal, and provide any comments on this matter to the price evaluation team. The Project Manager (PM) or SSEB Chair may need to confirm price reasonableness, particularly for design/build projects where each offeror proposes a different design solution.

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

If an award on initial offers is in the best interest of the Government, proceed to step 11.

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

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

Be sure to include the following in discussions with offerors:

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

In addition to the items listed above, check to see if any changes have been made to the Davis Bacon Wage Determination(s). If so, prepare an amendment to the solicitation to include with the request for FPR. It is a good practice to issue an [SF 1442](#) with the amendment and get updated signatures with the proposal revision(s). This way, the proposal acceptance period is reset, and the contractor can acknowledge any amendments issued after the proposal due date.

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

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

In instances when there is nothing to discuss with a firm, notify the firm that they are in

the competitive range, and give them an opportunity to revise their proposal.

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

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

10. Receive and evaluate FPRs.

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

FPRs are subject to the late proposal provisions in [FAR](#) 52.215-1, Instructions to Offerors – Competitive Acquisition.

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

11. Document the source selection decision.

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

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

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

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

Performance Measures:

GO NO-GO

1. Explained the difference between clarifications and discussions

- | | | |
|--|-------|-------|
| 2. Prepared and successfully briefed the SSEB | _____ | _____ |
| 3. Prepared and obtained approval of a Competitive Range Determination | _____ | _____ |
| 4. Conducted discussions with offerors in the Competitive Range | _____ | _____ |
| 5. Prepared a thorough and well-reasoned SSDD and obtained approval | _____ | _____ |

*Task 2-13

Explain Contract Funding Process

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the USACE-peculiar funding process.

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

Performance Steps:

1. Explain the steps of the funding process for construction contracts:
 - a. Receive Project Number and Labor Code from the Project Manager (PM).
 - b. Receive CWE with a solicitation package from the PM to advertise. (Refer to Task 1-6, Step 7 for a discussion on the CWE.)
 - c. The IGE must be provided to the Contract Specialist “at the earliest practicable time for each proposed contract and for each contract modification anticipated to exceed the simplified acquisition threshold” ([FAR](#) 36.203(a)). Typically, it is provided by Cost Engineering prior to proposal closing date.
 - d. Receive [DA Form 3953](#) Purchase Request and Commitment (PR&C) with funding or Subject to Availability of Funds Letter from PM signed by Resource Management (RM). You must have a certified PR&C with the proper type and amount of funds prior to contract award. In addition, obtain a copy of the [Military Interdepartmental Purchase Request \(MIPR\)](#), [DD Form 448](#), if it is a reimbursable transaction, to ensure the correct Treasury Account Symbol (TAS) is used on the Federal Procurement Data System (FPDS) Contract Action Report (CAR).
 - e. Once the contract is awarded, the KO must record the obligation of funds in the CEFMS. The legal obligation of funds is the KO’s signature on the contract action, either by hand or electronically. In Contingency environments, it is necessary to sign a hard copy document to execute the action if automated systems are unavailable. Be sure to record the obligation in the automated systems (SPS/CEFMS) as soon as possible.
2. Explain the purpose of a Funding Authorization Document (FAD).

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

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

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

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

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

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

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

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

The funding authority authorizes the amount available for obligation.

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

alternates establish funding accounts.

5. Explain the purpose of the Funding Account.

The funding account ties the funding program, authority, and register to a specific work item. Funds are considered undistributed and unavailable to commit and obligate until the register is linked to the work item through the funding account process. The responsible employee (or alternate) for the work item is responsible for distributing the funds into the funding account. There is a separate account for each work item. The responsible employee determines the amount of funding authority that is distributed to each funding account. If funds are being received for a new project, the responsible employee is responsible for creating a parent work item. The responsible employee (or alternate) must also create a resource plan for each work item to establish the funding account. The responsible employee (or alternate) can move funds among work items (funding accounts) on the same funding register.

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

Performance Measures:

GO

NO-GO

1. Explained what a project number and labor code is and where you get it

2. Explained what a CWE is and when you get it

3. Explained what an IGE is and when you get it

4. Explained the USACE PR&C process

5. Explained the FAD process

*Task 2-14

Perform Construction Pre-award and Award Functions

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to execute pre-award functions for a construction contract and obtain an award of the contract.

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

Performance Steps:

1. Gather all necessary documents to create the award:
 - a. Approved Source Selection Decision Document (SSDD).
 - b. Revised IGE, if applicable.
 - c. Check System for Award Management (SAM) for contractor registration; representations and certifications; and for any active exclusions.
 - d. When making a responsibility determination, the contracting officer must consider all the information available through the [Federal Awardee Performance and Integrity Information System \(FAPIS\)](#). Before awarding a contract in excess of the simplified acquisition threshold, the contracting officer must review the performance and integrity information available in FAPIS, available at <https://www.cpars.gov>, including FAPIS information from the SAM Exclusions and the CPARS.
 - e. Create appointment letters for ACO, Alternate ACO, COR, Alternate COR, Property Administrator, etc. Verify that all nominated CORs have met qualification requirements.
 - f. Funded PR&C associated Military Interdepartmental Purchase Request (MIPR) with applicable Treasury Account Symbol (TAS) and "Authority to Award" ([Design Directives](#) Code 9).
 - g. If applicable, obtain current Davis Bacon wage rates (need most current incorporated into the contract at time of award), may need to reopen discussions if wage rates have changed, up to time of award.
 - h. Verify bonding capacity and that the surety will provide performance and payment bonds (if determined applicable). See Task 2-1, "Develop an Acquisition Plan for a Construction Contract."

2. Submit pre-award Theater Business Clearance (TBC) to CENTCOM. If award is for a project in Iraq or Afghanistan, submit Preaward TBC request to CENTCOM Contracting Command. Follow TBC guidance at CENTCOM website.
3. Conduct [Joint Contingency Contracting System \(JCCS\)](#) Vendor Vetting. Ensure selected contractor is register in JCCS to be eligible for award (similar to SAM) and once registered, offerors and potential awardees are vetted and verify contractor compliance with Synchronized Pre-deployment and Operational Tracker (SPOT) requirements. The vetting process is similar to SAM exclusions, in that only approved vendors are eligible for contract award. See the [Army Contracting Command – Afghanistan \(ACC-A\) Contracting Officers' Guide for Theater Business Clearance \(TBC\)](#) clause 5152.225-5916 for more information.

Vendor vetting is a process to determine eligibility for contract award for non-U.S. vendors operating in Afghanistan. United States Forces – Afghanistan (USFOR-A) Fragmentary Order (FRAGO) 10-330 establishes the requirements and procedures for vendor vetting. Vendor vetting is applicable to all awards of, and options for, any contracts or Blanket Purchase Agreements (BPAs). It is highly recommended that all vendors who want to do business should be submitted for vetting.

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

The [Synchronized Predeployment and Operational Tracker – Enterprise Suite \(SPOT-ES\)](#) is a joint collection of systems employed for the management, tracking, and visibility of federally contracted personnel and their capabilities authorized to accompany U.S. forces overseas. SPOT-ES captures data relating to logistics, operations, planning, and reporting of contractor status, and makes it available to Government and federal contractor stakeholders. SPOT-ES tracks contract and contractor data in support of CENTCOM, Europe Command, Pacific Command, Africa Command, Special Operations Command, and most recently, Southern Command in support of Haiti relief efforts. As the importance of operational contracting support (OCS) has grown, SPOT-ES has been incorporated into Combatant Command exercises worldwide.

4. Perform and document Pre-Award Survey.
 - a. Obtain Banking Information; contact bank to ensure sufficient resources are available.
 - b. Obtain Surety Information; contact bonding agent to inquire about previous defaults, Miller Act claims, or any negative comments or adverse actions.

c. Query Past Performance Information Retrieval System for CPARS evaluations if not retrieved during source selection.

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

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

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

6. Prepare Congressional Notification (>\$7.0M, including options) consistent with [DFARS](#) 205.303 and [AFARS](#) 5105.303, Announcement of Contract Awards.

7. Prepare Award correspondence:

- a. Contract transmittal letter
- b. ACO/Alternate ACO Appointment letters
- c. COR/Alternate COR Appointment letters
- d. Property Administrator letter
- e. Department of Labor Notification Letters, if applicable

8. Check for security issues (refer to local procedures).

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

10. Build the contract in SPS/PD².

11. Create the obligation in the CEFMS and print obligation screen for KO.

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

13. Obtain KO review, make corrections, and obtain legal sufficiency review.

14. Obtain Contract Peer Review, if applicable.

15. Ensure Congressional Notification has been made, if required.

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

This notification does not apply when using authority of [DFARS](#) 225.77 to restrict services from Iraq or Afghanistan.

16. Obtain contract award and recording of obligation in CEFMS.

17. Prepare and issue award synopsis consistent with FAR 5.3, Synopses of Contract Awards; notify PDT of award.

Contract awards in excess of the simplified acquisition threshold should be synopsisized consistent with [FAR](#) 5.301.

18. Transmit contract to contractor, ACO and COR.

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

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

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

<u>Performance Measures:</u>	GO	NO-GO
1. Executed the steps required to prepare a contract for award	_____	_____
2. Identified special requirements based on your theater of operations	_____	_____
3. Prepared a TBC request for a project to be awarded in Afghanistan	_____	_____
4. Created an obligation in CEFMS	_____	_____
5. Prepared a Congressional Notification Document	_____	_____
6. Prepared and issue an award synopsis	_____	_____

*Task 2-15

Process Pre and Post Award Protests

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

Standards: Explained steps in processing pre and post award protests that are compliant with [UAI](#) Part 5133. Given notice of a protest, the Contract Specialist is able to correctly identify if the protest is an agency or Government Accountability Office (GAO) protest; a pre or post award protest; identify the approval authority required to proceed with award or work; correctly establish the protest period given the date of contract award; and compiled a complete and accurate findings of fact for the basis of the KO Report.

Performance Steps:

1. Determine type of protest. Agency or GAO; pre or post award.
2. Establish whether protest is timely.
3. Issue Notification of Protest. Upon receipt of a protest, immediately notify the KO, District Counsel, and Project Manager (PM). In addition, the Senior Contracting Official (SCO) and the RCC should be notified by the CoCO and provided a synopsis of the protest. Upon resolution, the CoCO should provide notification of the protest decision to the SCO for providing lessons learned and best practices information. The Protest Notification should include the following information:
 - a. Solicitation/Contract Number
 - b. Project Title and Location
 - c. Date Protest Received
 - d. Protestor Name and address
 - e. Awardee Name and address
 - f. Pre-award: status of solicitation/award
 - g. Post-award: date of contract award or Notice to Proceed (NTP)
 - h. Description/basis of protest

i. Time constraints

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

The Office of the Chief Counsel must be advised of any protest of national significance or precedential nature. The Chief Counsel may choose to intervene in any case, to include removing the case from the general delegation. The Division and Center Counsel may consult with the Office of the Chief Counsel in any protest as deemed necessary.

In the case of protest, the IGE may be required to be released to the protestor or other parties. The KO should follow the advice of Counsel regarding the releasability of the IGE in a protest scenario.

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

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

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

GAO Protest. All requests to the Office of the (DASA (P) for approval to award a contract or to continue performance notwithstanding a protest, must be forwarded through the appropriate SCO office to the Director of Contracting (DoC), for processing and transmittal to the DASA (P). It should be noted that the override approval standard is extremely high. Generally, such a request must be submitted to the USACE DoC within three days of notice of the protest [see [AFARS](#) 5133.104(b)(1)(B) and [UAI](#) 5133.104(b)(1)(B)]. The request must include a complete explanation for the need to award or proceed with the performance of the contract on an urgent and compelling or best interests basis, including costs and other impacts, and the KOs Report with the analysis and documentation set forth in [FAR](#) 33.104(a)(3). In addition, the request must address the likelihood of the agency successfully defending the protest on the merits. The request must be reviewed for legal sufficiency at the originating office and at each

office required to concur with the request. Close coordination with office of counsel is necessary.

5. Determine the resolution authority for the protest.

Where appropriate, KOs are encouraged to use Alternative Dispute Resolution (ADR) procedures to resolve Agency protests.

The USACE agency protest process provides an independent review at a level above the KO. In response to each agency protest, the appropriate KO must submit an agency protest report, with the analysis and documentation set forth in [FAR](#) 33.104(a)(3) and [UAI](#) 5133.190-100.

Agency Protests. The Chief Counsel is authorized to decide all agency protests with power of delegation. The Chief Counsel has delegated the authority to decide agency-level protests to the following Division or Center Counsels: Lakes and Rivers Division (LRD), Mississippi Valley Division (MVD), North Atlantic Division (NAD), Northwestern Division (NWD), Pacific Ocean Division (POD), South Atlantic Division (SAD), Southwestern Division (SWD), South Pacific Division (SPD), Transatlantic Division (TAD), and the Huntsville Engineering and Support Center (HNC). Such authority is without the power of redelegation. The Chief Counsel has delegated authority to decide agency level protests in the Humphreys Engineer Center Support Activity (HECSA), and the Engineer Research Development Center (ERDC) to the Assistant Chief Counsel for Procurement Law and Contract Disputes. Divisions and Centers with delegated authority must furnish copies of all final agency decisions to the Office of the Chief Counsel, within five days after the decision is signed.

GAO Protests. The Chief Counsel has the authority to determine the final agency position for GAO protests with the power of delegation. The Chief Counsel has delegated authority to determine the final agency position for GAO protests to the following Division or Center Counsels: LRD, NAD, NWD, POD (for Alaska District only), SAD, SPD, SWD, TAD, ERDC, and HNC. Such authority includes the power for Division Counsel to redelegate to the Districts. Delegated protests must be processed according to procedures established by the respective Division Counsels. Offices with delegated authority must furnish copies of all final agency positions (excluding exhibits) to the Office of the Chief Counsel, as soon as practicable after the position is signed. At the discretion of the Chief Counsel, draft copies may be requested for review prior to transmission to GAO. Final agency positions include the agency report and agency response to protester comments, as well as any dispositive motion submitted by the agency.

The Chief Counsel has retained authority to determine the final agency position for GAO bid protests in the MVD, HECSA, and POD (for all Districts except Alaska). Counsel at such offices must forward the KOs Report directly to the Office of the Chief Counsel within 15 days of the telephonic notification from GAO, for determination of the final agency position on the protest. A copy must be simultaneously sent to the Division

Counsel for review and comment. Each KOs Report submitted must include the analysis and documentation set forth in [UAI](#) 5133.190-100.

6. Coordinate with Office of Counsel (OC) to determine whether grounds for dismissal of GAO protest are present.

Immediately after receipt of a complete copy of the protest, counsel assigned to the case should consider whether a request for summary dismissal is appropriate. If summary dismissal of the protest or certain grounds of the protest are warranted, a request must be submitted to the GAO within five days, with a copy provided to each interested party. The written request should clearly indicate the protest number, the grounds of the protest that should be dismissed, and the reasons for dismissal. Where appropriate, counsel who has delegated bid protest authority should contact the assigned GAO attorney via the Electronic Protest Docketing System to inform them of the agency's intent to submit a request for summary dismissal.

7. Identify the basis or bases of protest.

8. Develop the Findings of Fact for the KO Report.

9. Contact the protestor to have the protest withdrawn. Typically, the KO, or if the contractor has an attorney – Counsel, will be the one to contact the protestor, but you can assist by completing the fact finding and developing arguments/positions for the KO/OC to use when talking with the contractor or its representative.

10. Develop KO report. In addition to the documents described in [FAR](#) 33.103(d) and [FAR](#) 33.104(a) (3), each KO Report on an agency or GAO protest must include:

a. Findings of fact prepared with complete supporting documentation addressing all facts, favorable and unfavorable to the KOs position.

b. Analysis by legal counsel with citation to pertinent decisions of the Comptroller General and other relevant authorities.

The KOs Report must not be released to any member of the public, including the protester and other interested parties, without the prior approval of the office having authority to decide an agency protest or to determine the final agency position on a GAO protest.

The KOs Report should be assembled in a secure binder fastened at the left side with a fastener that will permit the full page to be read. The index of all documents should be placed on the first page. Each document should be separated by a divider with a tab attached and labeled. The KOs statement should be paginated. Sizable files should be divided into two or more volumes. The cover of the report should identify it as the protest file and include the file number. Drawings should be folded and placed into an envelope in the binder. The solicitation/contract should be enclosed as a separate

exhibit if it is voluminous in size. If submitting an administrative report electronically, the documents must be submitted in .pdf format.

Evaluation Preparation and Guidance: Brief the Contract Specialist on the protest process and provide a sample of a protest file for the Contract Specialist to use to become familiar with the products. Evaluator will notify the Contract Specialist that activity has received a protest and provide a copy of the protest and its timing in relation to award. If a new protest is not available, use a previous protest to evaluate performance.

<u>Performance Measures:</u>	GO	NO-GO
1. Upon award of a contract, correctly established the protest period for offerors, with and without debriefings	_____	_____
2. Correctly determined the type of protest	_____	_____
3. Provided proper notification to appropriate organizations	_____	_____
4. Identified which procurement/performance activities need to be suspended	_____	_____
5. Identified approval authority required to proceed with award/work in the face of a protest	_____	_____
6. Identified the basis of the protest	_____	_____

*Task 2-16

Procurement of Construction Phase Support Services

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the USACE policy on the procurement of construction phase support services.

Standards: Explained the command policy on the procurement of construction phase support services, including when they should be procured as Architect-Engineer (A-E) services under the Brooks Act or as professional services.

Performance Steps:

1. Read and understand command policy as outlined in the [ECB 2011-12](#) Procurement of Construction Phase Support Services dated July 29, 2011 and [Engineer Pamphlet \(EP\) 715-1-7](#) Architect-Engineer Contracting in USACE dated February 29, 2012.
2. Identify services in a SOW for Construction support that fall under the definition of A-E services.

Evaluation Preparation and Guidance: Provide a SOW for construction phase support services to the Contract Specialist so they can identify A-E and non-A-E services.

Performance Measures:

GO NO-GO

1. Explained the command policy on the procurement of construction phase support services

2. Given a SOW for construction support services, identified which services are considered A-E in nature

3. Determined whether the SOW should be procured as A-E or professional services

Task 2-17

Provide Contingency Contracting Support in CONUS to a Federal Emergency Management Agency (FEMA) Contingency Response Team (CRT)

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You are tasked with deploying in support of a FEMA CRT in response to a disaster relief mission in a Continental United States (CONUS) location. The Governor has requested a disaster declaration and The President of the U.S. has signed an emergency declaration for the affected area.

Standards: Explained how to maintain readiness as part of a USACE Planning and Response Team (PRT)/Contingency Response Team. Explained the process necessary to successfully deploy in support of federal disaster relief effort, integrating with a FEMA or USACE District CRT. Explained the limitations, regulations, and procedures for this task to a supporting unit, and/or personally executed the task(s). Prepared an after-the-fact Justification and Approval (J&A) for Competition Advocate approval.

Additionally, you must have a FEMA mission assignment with funds prior to committing the Government. Work closely with the assigned FEMA coordinator or if working with / supporting a USACE District, the Emergency Operations Center (EOC) will have and or provide these documents for your files. (Demand them if they do not) Demonstrate how to employ proper contracting procedures in support of a CONUS disaster recovery mission.

Performance Steps:

1. Receive requirement and certified PR&C, initiate contract actions implementing authorized contingency/emergency flexibilities to support flood fight or levee rehabilitation activities.

USACE Emergency Flood Fight Response includes deploying flood fighting materials and supplies such as sandbags, HESCO bastions, pumps, and expedient flood fight products to threatened communities to supplement local response. Additionally, emergency acquisition flexibilities, and emergency assistance activities are in place to facilitate acquiring flood fighting supplies, materials, rental of additional pumps and equipment, etc. as the situation warrants. Finally, USACE contracts for the construction of temporary emergency structures (levees) and may perform rehabilitation and restoration to the affected areas to pre-event capacity/levels after the disaster event.

Mississippi Valley Division, Rock Island District (MVR) is the Center of Expertise for flood fight materials and equipment. If your mission requires sandbags (small/large), HESCO bastions (various sizes), HESCO lifters, etc. please contact the MVR Contracting Office at 309-794-5312 and determine if they can support your mission or

request your EOC contact other USACE Districts prior to spending funds on items that may be currently stored in a USACE facility.

a. Flood Fight Mission. Flooding is the most common and deadly natural disaster in the US each year. One of USACE's main missions is providing assistance when annual disasters or other emergencies occur. Emergency preparedness and response is primarily a state and local municipality responsibility. USACE is authorized consistent with Public Law (PL) 84-99 to supplement the resources of local interests in time of flood, to repair or restore flood control structures damaged or destroyed by floods, and to initiate the construction of individual flood control projects. (See [PL 84-99 Fact Sheet](#)) Other natural disasters (tornado, fire, or hurricane) may be supported when properly authorized by a FEMA mission requirement through a pre and or post declaration.

(1) Under the Flood Control and Coastal Emergencies Act, Public Law (PL) 84-99, USACE has authority to conduct emergency management activities, including:

(a) Preparedness: The law establishes an emergency fund to prepare for emergency response to natural disasters, flood fighting, and rescue operations.

(b) Response Activities: USACE may supplement state and local entities in flood fighting in urban and other nonagricultural areas under certain conditions.

(c) Rehabilitation: USACE may execute rehabilitation or restoration to pre-disaster status of eligible flood protection systems. USACE coordinates levee repairs following a natural disaster where flood protection works are damaged.

(2) The following actions will occur prior to receipt of a PR&C:

(a) Emergency Manager and other primary staff recommend to the District Engineer to declare an emergency.

(b) Citing PL 84-99 the District initiates actions to prevent or mitigate major property damage or destruction resulting from forecasted imminent flooding.

(c) Local Levee Boards indicate they are not capable of performing the required actions in advance of the imminent flood event.

(d) The District EOC requests through Division to Headquarters USACE FCCE funding to initiate contract actions.

b. Hurricane Mission:

The following actions will occur prior to receipt of a PR&C:

(1) FEMA determines a hurricane land strike is imminent.

(2) USACE Planning Response Teams (PRT's) are placed on notice for possible deployment.

(3) FEMA issues Pre-Declaration funding to preposition personnel and assets.

(4) FEMA issues Post Declaration funding authorizing specific missions to USACE.

c. Other Emergency Recovery Missions (non-flood and non-hurricane):

The following actions will occur prior to receipt of a PR&C:

(1) Receive notification of possible mission from FEMA

(2) Governor request Presidential Disaster Declaration

(3) Presidential Declaration

(4) FEMA requests USACE support and issues Mission Assignment to survey the disaster area

(5) Survey disaster area and determine mission requirements (e.g., debris removal, temporary public structures, power mission, commodities, blue roof, etc.)

(6) Receive funding for specific missions (e.g., debris removal, temporary public structures, etc.)

2. Initiate contract actions using pre-existing Advance Contract Initiatives (ACI) contract vehicles or establish local contracts consistent with [PL 93-288 \(Stafford Act\), as amended by PL 100-707](#), set a-side for contractors in the affected area implementing consistent with authorized contingency/emergency flexibilities.

Available Advanced Contract Initiatives (ACI) contracts are located on [Engineers Link Interactive \(ENGLink\)](#) (use your normal login and oracle password) under the Tech Library pull down tab. ACI contracts are available for debris removal, temporary power, and temporary roofing.

Stafford Act. [FAR](#) 18.203, Emergency Declaration or Major Disaster Declaration, states, "Preference will be given to local organizations, firms, and individuals when contracting for major disaster or emergency assistance activities when the President has made a declaration under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Preference may take the form of local area set-asides or an evaluation preference."

[FAR](#) 26.2 provides a preference for local organizations, firms, and individuals when

contracting for major disaster or emergency assistance activities. Further, [FAR](#) 26.202 – Local Area Preference – states, “When awarding emergency response contracts during the term of a major disaster or emergency declaration by the President of the United States under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C.5121, et seq.), preference must be given, to the extent feasible and practicable, to local firms. Preference may be given through a local area set-aside or an evaluation preference.” See [FAR](#) 26.203 Transition of Work – if ACI contracts are initially used to meet immediate requirements following a disaster you must transition the effort to local firms, unless the Head of the Contracting Agency (HCA) determines in writing that it is not feasible or practicable.

3. Initiate contract actions using ACI contract vehicles or establish local contracts consistent with PL 93-288 (Stafford Act) set a-side for contractors in the affected area implementing authorized contingency/emergency flexibilities.

See Paragraph 2 above.

Evaluation Preparation and Guidance: Explain ENGLink and how it is used to manage emergency operations and assist the Contract Specialist in getting registered. Brief the Contract Specialist on the natural disasters that are typically encountered in your AOR and how response activities are conducted.

Performance Measures:

GO NO-GO

1. Described what declarations and requests must be made, and at what level for flood, tornado, or hurricane emergency response

2. Explained the Stafford Act and its purpose

3. Identified what the 3 ACI preplaced contracts are for

4. Described the acquisition / contracting flexibilities available in conjunction with an emergency or disaster event.

*Task 3-1

Notification and Debriefing of Unsuccessful Offerors

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to prepare letters notifying unsuccessful offerors of their non-selection and conduct a debriefing of an unsuccessful offeror.

Standards: Prepared unsuccessful offeror letters that were clear, concise, and informative and participated in or conducted a debriefing of an unsuccessful offeror. Obtained legal review of the unsuccessful offeror letter. When conducting a debriefing, obtained legal review of the debriefing script and included legal in the debriefing meeting.

Performance Steps:

1. Prepare unsuccessful offeror notices.

Unsuccessful offeror letters are sometimes referred to informally as “sorry letters.”

The type of information that must be included in the notice will depend upon whether it is sent before or after contract award. See [FAR](#) 15.503(a) for pre-award; [FAR](#) 15.503(b) for post-award.

a. Pre-award Notice. Pre-award notices must be provided promptly to any offeror whose proposal was excluded from the competitive range or otherwise eliminated from the competition before contract award. The following information must be included in the notice:

- (1) A summary of the basis for the determination.
- (2) A statement that the Government will not consider any further proposal revisions from the offeror.
- (3) Advise the unsuccessful offeror that it may request a pre-award debriefing or wait until after award when more information will be available.

If the offeror requests a pre-award debriefing, only a limited amount of information can be provided. This includes the evaluation of the significant elements of the offeror's proposal and a summary of the rationale for eliminating the offeror from the competition as described in [FAR](#) 15.505(e).

Small business offerors are entitled to additional information as described in [FAR](#) 15.503 consistent with [FAR](#) 19.5, [FAR](#) 19.13, [FAR](#) 19.14 or [FAR](#) 19.15.

After contract award and upon written request from an offeror who previously received a pre-award notice, the KO must provide the offeror the information normally provided as part of a post-award notice.

b. Post-Award Notice. Post-award notices must be provided within three days of the date of contract award to any offeror whose proposal was in the competitive range but was not selected for award or who had not received a pre-award notice. The following information must be included in the notice:

(1) Number of proposals received.

(2) Name(s) and address(es) of awardee(s).

(3) Items, quantities, and unit prices of each awardee. If listing the unit prices is impracticable, include only the total contract price. (However, upon request, the items, quantities, and any stated unit prices of each award must be made publicly available.)

(4) A summary of the reason(s) the offeror's proposal was not selected unless the price information readily reveals the reason.

(5) Notice of right to request a debriefing.

2. Schedule a debriefing as soon as possible after receipt of written request consistent with [FAR](#) 15.505.

Typically, the KO conducts the debriefing; however, local policy may allow a Contract Specialist to conduct a debriefing on behalf of the KO. It is up to the KO to determine whether the Chairman of the SSEB participates in the debriefing.

Debriefing should occur within 5 days after request if practicable as described in [FAR](#) 15.506(a)(2) and must include an opportunity for unsuccessful offerors to submit additional questions related to the debriefing within two business days after receiving the debriefing according to [Class Deviation 2018-O0011](#). A summary of the debriefing must be included in the contract file.

The debriefing must not include a point-by-point comparison or disclose any prohibited information consistent with [FAR](#) 15.506(e). See [FAR](#) 15.505 for pre-award; [FAR](#) 15.506 for post-award.

3. Prepare for the debriefing. Develop a standard script with fill-ins. This prevents rambling. The best debriefing document is the evaluation team's scrubbed consensus report of the offeror's proposal with weaknesses and deficiencies documented for each factor.

4. Conduct the debriefing. Consistent with [FAR](#) 15.506(d) the following information, as a minimum, must be provided to each offeror who is debriefed:

- a. Evaluations of significant weaknesses and deficiencies in the offeror's proposal.
- b. Overall evaluated price and technical rating of the successful offeror and debriefed offeror.
- c. Past performance information on the debriefed offeror.
- d. Summary of rationale of award.

The purpose of the debriefing is to explain why a firm was not selected and provide information on how the firm can improve its proposal in the future. A best practice is to provide the offeror with debrief information with the unsuccessful letter. This reduces the number of debriefs held and helps your evaluation boards to understand the level of detail needed to support adjectival ratings. Plan to spend about one-third of the time explaining why the firm was not selected, and the rest of the time going through the proposal identifying areas that were well presented and those that could be improved, providing specific advice, if possible, on how to improve. The successful offeror is also entitled to a debriefing if requested in writing.

5. Answer additional questions (Enhanced Debriefing). PCOs must include in the debriefing information provided to unsuccessful offerors, an opportunity to submit additional questions related to the debriefing with two (2) business days after receiving the debriefing. The agency must respond in writing to the additional questions submitted by an unsuccessful offeror within five (5) business days after receipt of the questions.

Evaluation Preparation and Guidance: Brief the Contract Specialist on the purpose and content of "sorry letters." Have the Contract Specialist attend a debriefing as an observer prior to participating in one.

<u>Performance Measures:</u>	GO	NO-GO
1. Explained the purpose and key information contained in a "sorry letter"	_____	_____
2. Prepared a complete and accurate "sorry letter" and obtained legal and KO approval	_____	_____
3. Explained the purpose and the key components of a debriefing	_____	_____
4. Developed a post-award debriefing packet	_____	_____
5. Assisted the KO in preparing for the debriefing and participated in a debriefing	_____	_____

*Task 3-2

Conduct Post Award Functions up to Notice to Proceed (NTP)

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to execute the steps required to issue an NTP for a construction contract.

Standards: Identified and successfully completed the steps required after contract award for the KO to issue an NTP.

Performance Steps:

1. Receive signed acknowledgement of the Notice of Award from the Contractor. (See References for a [Sample Award Letter](#).)
2. Obtain all required insurance certificates.
3. Issue Travel Warning Notifications.
4. Complete a Theater Business Clearance consistent with ACC-A Theater Business Clearance (TBC) Requirement for Afghanistan.
5. Obtain proof of Synchronized Pre-Deployment Operational Tracker (SPOT) entry of employees performing work under this contract.

See [DFARS](#) 225.371-5 and [DFARS](#) 252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility.

6. Obtain Electronic Funds Transfer (EFT) Wire Transfer Form and any other banking information required by contractor.
7. Obtain approved Security Plan for theaters that require contractors to contract or self-perform security.
8. Receive and evaluate Performance and Payment Bonds.

The 2010 [Joint Contracting Command Iraq/Afghanistan Acquisition Instruction](#) contained guidance that performance and payment bonds are not required, although not prohibited, for construction contracts in Iraq or Afghanistan. It was determined that the requirement for performance and payment bonds would effectively eliminate Iraqi and Afghan firms from the competitive process. KOs must document the determination to waive or reduce performance and payment bonds for contracts competed amongst Iraqi and Afghan firms. Any determination by the KO to waive or reduce bonding should be made prior to the issuance of the solicitation. In the addition, the [Army Contracting](#)

[Command – Afghanistan \(ACC-A\) Contracting Officers' Guide for Theater Business Clearance \(TBC\)](#) and [United States Forces – Afghanistan \(USFOR-A\) Money as a Weapon System – Afghanistan \(MAAWS-A\)](#) provide comprehensive guides to mission accomplishment in the Combined Joint Operations Area, Afghanistan (CJOA-A).

9. Coordinate with Construction Division for post award or pre-construction conference (typically referred to as the Pre-con). Follow local policy as to whether this occurs before, after or concurrent with NTP issuance.
10. Issue NTP to contractor and request acknowledgement.
11. Obtain acknowledgement of NTP from contractor. Notify Project Delivery Team of acknowledgement date as this begins contract performance period.
12. Record/update contract completion dates in Department of Defense Standard Procurement System/ Procurement Desktop Defense (SPS/PD²) and Resident Management System (RMS).

These steps are a guideline and subject to change based on your District or Theater of Operations policy. This NTP checklist is designed around an Afghanistan scenario. KOs must have the foresight and initiative to update their local NTP procedures.

Evaluation Preparation and Guidance: Brief the Contract Specialist on the requirement for NTP and give them sufficient information that they would be able to explain the steps required to issue an NTP.

<u>Performance Measures:</u>	GO	NO-GO
1. Explained the steps required for NTP in your AOR	_____	_____
2. Explained the statutory requirement and purpose of performance and payment bonds	_____	_____
3. Reviewed Payment and Performance Bonds and completed the review checklist	_____	_____
4. Issued NTP letter, received acknowledgement and successfully updated SPS/PD ²	_____	_____

***Task 3-3**

Explain the roles and responsibilities of the Construction Contract Administration Team

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been tasked to explain the roles and responsibilities of a construction contract administration team.

Standards: Clearly and succinctly explained the roles and responsibilities of a construction contract administration team.

Performance Steps:

1. Identify the roles and responsibilities of a construction contract administration team.

a. See [FAR](#) 1.602 for roles and responsibilities of the Contracting Officer. In USACE, the term KO refers to the PCO. The terms KO and PCO are used interchangeably; however, KO is used predominately.

b. ACO. ACOs require DAWIA Level II Certification in the Contracting Career Field according to [DoD Instruction 5000.66](#) for Contracting Officer Warrant Process. For selection, appointment, and termination of Contracting Officers, see [AFARS](#) 5101.603-2. [UAI](#) 5101.603-3-100 outlines the ACO appointment. ACOs may be warranted to make contract changes under applicable clauses for post-award construction actions not exceeding \$500,000 (absolute value--the sum of additions and deletions). ACOs are Resident/Area Engineers or their assistants. An ACO is delegated authority by the PCO for a specific contract subject to the following limitations, to modify construction contracts within the scope of the contract under any of the following clauses:

- (1) Changes ([FAR](#) 52.243-4)
- (2) Differing Site Conditions ([FAR](#) 52.236-2)
- (3) Variation in Estimated Quantity ([FAR](#) 52.211-18)
- (4) Value Engineering ([FAR](#) 52.248-3)
- (5) Suspension of Work ([FAR](#) 52.242-14)

(6) Default (Fixed-Price Construction) ([FAR](#) 52.249-10) (when a delay is due to unforeseeable causes beyond the control and without the fault of the contractor). ACO authorities may not be further re-delegated. USACE is unique in using Engineers (0800 series) rather than Contracting (1102 series) as ACOs. This is due to the need for "on-site" authority and expertise to issue modifications during construction to mitigate impact to schedule/cost.

Typically, the Contract Specialist will only perform pre-award tasks while assigned to a district office for training. However, when deployed a Contract Specialist may be assigned to an Area Office and must be familiar with contract administration processes in USACE.

c. Contracting Officer's Representative: [UAI](#) 5101.604-100 and [UDG](#) 5101.604 outline the duties and requisite training in order to be COR certified. Only the KO may select and designate a COR for a project. The designation is in writing and contains the roles, responsibilities, and limitations of the appointed position for a specifically designated contract.

d. Area Engineer: Maintains responsibility for supervision and administration of projects located on major installations or multiple projects within a geographical area. On contractual matters, Area Engineers, in most cases, report directly to the KO.

e. Resident Engineer is the field office chief, supervisory engineer responsible to the District for the onsite administration and direction of construction contracts. Typical duties may include ACO or COR responsibilities.

f. Project Engineer (PE) is usually the team leader of the quality assurance representative (QAR) staff and may be appointed as a COR.

Evaluation Preparation and Guidance: Brief the Contract Specialist on the role and responsibilities of a construction contract administration team.

Performance Measures:

GO

NO-GO

1. Identified the roles and responsibilities of a construction contract admin team

2. Explained the authority of construction ACOs in USACE

3. Completed the Construction Contract Admin PROSPECT Course

***Task 3-4**

Explain the Construction Contract Administration Process in USACE

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been tasked to explain the construction contract administration process.

Standards: Explained the construction contract administration process used in USACE.

Performance Steps:

Post-award actions (see Task 3-2) that affect the construction contract administration process include:

- a. Performance and Payment Bonds Submission by Contractor.
 - b. Insurance Certificates Submission by Contractor.
 - b. Assign the Contracting Officer Representative (COR) (if not assigned to date).
 - c. Contract Award Input in the Resident Management System (RMS).
 - d. Issue Notice to Proceed (NTP) and Contractor Mobilization.
1. Identify the importance and purpose of RMS in the contract administration process (see Task 1-5 for information on RMS).

[ECB 2002-27](#) “Construction Modification Reason Codes in RMS (Resident Management System) -- Applicability: Guidance” provides information regarding RMS.

2. Describe the importance and purpose of a Preconstruction Conference, Pre-Submittal Coordination Meetings (when appropriate) and Pre-Work Meetings (as designated).
3. Identify the importance, purpose, and key players in Progress Payment ([ENG Form 93](#)) Review and Approval Process.
4. Describe how USACE differs from a typical contracting agency in terms of contract administration.

Refer to Task 3-8 Construction Contract Modifications.

5. Describe the purpose and process related to Certified Payrolls and Labor Interviews.

Refer to [FAR 22.403-1](#) and [FAR 22.406](#), Administration and Enforcement for regulatory guidance associated with administration of contracts with Davis-Bacon Act Wage Determinations.

6. Identify the areas of performance that construction contractors are evaluated upon and navigate to the CPARS website.

Evaluation Preparation and Guidance: Brief the Contract Specialist on the construction mission of USACE and provide them sufficient information that they would be able to explain the construction contract administration process used in USACE.

<u>Performance Measures:</u>	GO	NO-GO
1. Identified the importance and purpose of RMS in the contract admin process	_____	_____
2. Identified the importance and purpose of the Preconstruction Conference Pre-Submittal Coordination Meetings and Pre-Work Meetings	_____	_____
3. Identified the importance, purpose, and key players in Progress Payment (ENG Form 93) Review and Approval Process	_____	_____
4. Described how USACE differs from a typical contracting agency in terms of contract administration	_____	_____
5. Described the purpose and process for Certified Payrolls and Labor Interviews	_____	_____
6. Identified the evaluation areas in a CPARS appraisal and navigated to the CPARS site	_____	_____

Task 3-5

Perform Construction Contract Administration

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the limitations/regulations and procedures for this task to a supporting unit, and/or execute the task.

Standards: Demonstrated how to administer properly: construction contract labor standards, safety, and quality; transfer administration to an ACO and monitor; change the contract as necessary; close the contract.

Performance Steps:

Contracting Officer responsibilities during administration include a wide range of activities, many of which require coordination with the ACO and other functional offices either in the field or at the district/center offices. Among the responsibilities:

1. Perform pre-award construction contract administration planning. Effective construction contract administration begins at the solicitation development stage. Particularly important at this stage is completion and approval of the Biddability, Constructability, Operability, Environmental, and Sustainability (BCOES) review, network scheduling analysis and review of technical requirements and specifications. Explanation of the BCOES process is set forth in [ER 415-1-11](#). See also Task 2-6.

2. After award, transfer administration of the construction contract to an ACO.

ACOs typically work on or near the project construction site and it is not feasible for the KO to conduct day-to-day contract administration. ACOs may be delegated the authority to conduct the actions set forth in FAR 42.302 subject to the following limitations:

- a. To modify construction contracts within the scope of the contract under the following clauses: Changes ([FAR 52.243-4](#)); Differing Site Conditions ([FAR 52.236-2](#)); Variation in Estimated Quantity ([FAR 52.211-18](#)); provided that no action exceeds \$500,000 (if the ACO's warrant threshold permits);

- b. To modify performance periods for unusually severe weather or delays due to unforeseeable causes under the Default (Fixed Price Construction) clause ([FAR 52.249-10](#));

- c. Modify purchase orders (POs) under the Changes ([FAR 52.243-4](#)) or Differing Site Conditions ([FAR 52.236-2](#)) clause, provided the action does not cause the aggregate value of the order to exceed the Simplified Acquisition Threshold.

3. Conduct a pre-construction conference/workshop.

Safety issues, safety planning, base access, lay down areas, schedule, quality control, Government authority representatives and their authorities should be key components of any pre-construction conference/workshop.

4. Administer and enforce labor standards.

The KO ensures that labor standards are made a part of the contract by inclusion of the Construction Wage Rate Requirements statute clauses and current Wage Rate Decision issued by the Department of Labor (DOL). The KO must ensure labor standard compliance of subcontractors at any tier and that the responsibilities are transmitted to the contractor immediately upon award. All aspects of labor standard compliance should be discussed at the pre-construction conference.

Compliance is assured by onsite compliance checks, which use interviews and inspections to determine the correctness of contractor/subcontractor job classification, pay and fringe benefit rates, proper surveillance of apprentices, and proper disposition of alleged labor violations, if applicable.

5. Identify the general policy on construction quality management consistent with [ER 1180-1-6, Construction Quality Management](#).

[ER 1180-1-6](#) defines the responsibilities of the contractor and Government in managing quality in construction contracts. In contracts over \$1 million Unified Facilities Guide Specification (UFGS) 01451, Contractor Quality Control, should be included in the contract to specify guidelines for the quality management program. The specification also provides development of a quality control (contractor)/quality assurance (Government) program and the requirement for daily construction logs to support the quality evaluations.

Prior to work beginning on a construction contract a notice to proceed (NTP) should be issued in compliance with [FAR 52.211-10, Commencement, Prosecution, and Completion of Work](#). The period between contract award and NTP will be used by the contractor to provide bonds, insurance, and other administrative requirements.

All submittals must be accepted by the KO/ACO or COR.

6. Execute construction contract modifications (see Task 3-8). As with other contract types, all construction contract modifications are issued pursuant to standard clauses in the contract. Construction contracts have some clauses unique to a construction environment:

a. Differing Site Conditions ([FAR 52.236-2](#)). The Differing Site Conditions clause facilitates modifications to account for site conditions, which vary from those represented in the solicitation. The clause specifies that the Government assumes the risk associated with a differing site condition and that contractors should not include contingencies in their bid to cover those risks.

b. Value Engineering (VE) Clause ([FAR](#) 52.248-3). The VE Clause encourages the contractor to submit cost savings proposals (Value Engineering Change Proposals, VECPs) that would not impair the essential functions or characteristics of the project. Savings that result from VE proposals are shared between the Government and the contractor as prescribed by the clause.

7. Explain the use of Unpriced Change Orders (UCO) in construction contracting. Unpriced change orders for construction contracts are not forward priced but do include all known details of the change, a definitization schedule and, typically, a not to exceed (NTE) price as stated in [DFARS](#) 243.204-70. A UCO is issued unilaterally by the KO in conjunction with the ACO, but the contractor must acknowledge receipt.

Bilateral modifications are the preferred method. UCO's should be used sparingly as the need for oversight dramatically increases and there is cost risk associated with UCOs.

UCOs are not undefinitized contract actions (UCA) ([DFARS](#) 217.7401(d)) but they should be managed according to DFARS guidance for UCAs to the maximum extent practicable to include final definitization of a bilateral modification within 180 days. If an impasse is reached with the contractor on final agreement, a unilateral modification may be issued by the ACO/KO. This action should be taken only when all reasonable efforts to reach agreement have been exhausted.

8. Develop an IGE.

[UAI](#) 5107.90 and [UDG](#) Attachment 3, IGE Signatory Matrix.

[FAR](#) 36.203 requires an IGE for modifications exceeding the simplified acquisition threshold.

IGEs are prepared without knowledge of the contractor's proposal. IGEs are used in negotiations to help establish reasonableness of the contractor's proposal. IGE's are typically prepared by Cost Engineering; however, check local policy to determine whether cost engineering or another discipline prepares IGEs for construction modifications.

Portions of the IGE may be revealed by the KO during negotiations but only to the extent necessary to reach a fair and reasonable price.

Profit calculations in the IGE must use the alternate structured approach for construction contracts at [UDG](#) 5115.404-73-1. Use of the weighted guidelines at [DFARS](#) 215.404-71 is not appropriate for construction contracts. Although the Government is required to use the alternate structured approach when developing profit in the IGE, the contractor's proposal and subsequent negotiated agreement are not required to adhere to this approach.

9. Perform cost or price analysis of contractor proposal. In evaluating a contractor's proposal for a construction contract modification, the ACO/KO may choose to use either cost or price analysis.

Price analysis is the process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit.

Cost analysis is a far more detailed evaluation of the contractor's proposal. Cost analysis involves the review and evaluation of any separate cost elements and profit.

Price analysis is the preferred method when the KO can determine from the contractor's proposal that the requirement is clearly understood, and the Government does not need supplemental information on cost elements to negotiate a fair and reasonable price. The Government must use cost analysis when cost or pricing data is required ([FAR 15.404-1\(c\)](#)).

However, since you are in a sole source environment when modifying a contract action, it is good practice to obtain a price or cost breakdown of sufficient detail to ensure both price reasonableness and contractor's understanding of the requirement. See [FAR 15.403](#) and [DFARS 252.236-7000](#) (for modifications) when obtaining Certified Cost or Pricing Data is required. When the potential for time is being considered, a time analysis needs to be performed by Construction Division.

10. Negotiate and issue modifications to the construction contract.

When negotiating construction contract modifications keep in mind that basic pricing policy requires that an equitable adjustment be equitable to both the contractor and the Government. In seeking a fair and reasonable price, the negotiator should seek a price that provides the contractor incentive to do a good job while protecting the interests of the Government.

The Government should leave the contractor "whole" regarding schedule and profit. If a contractor has 3 days of float in its schedule prior to the modification, it should still have 3 days of float after modification settlement.

11. Process Contract Terminations when required. Contracts may be terminated for the convenience of the Government or for default.

Termination for Convenience (T4C) ([FAR 52.249-2](#)) is a unilateral right of the Government to cancel work under the contract. The T4C clause is required in all construction contracts that exceed the simplified acquisition threshold. The clause relieves the Government from liability for breach of contract damages and provides a process for evaluating the contractor's termination claims. When terminating for convenience the Government has an obligation to pay the contractor costs incurred for work performed plus a reasonable profit if not a loss contract. Termination must be accomplished in writing by the KO.

Termination for Default (T4D) ([FAR 52.249-10](#)) entitles the Government to terminate the contract and pursue contract completion. The contractor is liable for additional costs incurred by the Government in completing the contract and losses the Government may have suffered for the delayed completion of the work. T4D is a last resort and alternatives should be considered before making the decision to T4D. The KO may allow the contractor to continue to prosecute the work under a new schedule if there is evidence the delays may have been excusable, and the contractor can cure deficiencies and the best interests of the Government are protected. If liquidated damages are applied, they should be factored into the decision.

In a construction contract a “show cause” notice may be sent to the contractor notifying it that the Government intends to terminate the contract for default and the contractor has a period (at least 10 days) to correct the deficiencies to the satisfaction of the Government.

Construction contract performance bonds provide that the surety is liable for damages resulting from the contractor’s default. The Government works with the surety to determine what course of action is in the best interests of the Government. When the surety agrees to complete the contract, a “takeover agreement” is negotiated and the contract is modified, after terminating the defaulted contractor, to establish the surety as the prime contractor. In this case, the surety will typically subcontract to another firm to complete the work.

Surety protection does not always exist in a contingency environment.

12. Process contract disputes, claims, and appeals.

Claims made by a contractor under the Disputes clause ([FAR 52.233-1](#)) may involve entitlement (a situation in which the Government disputes the merit of a claim) or quantum (where the Government may admit that the claim has merit but disputes the amount of the claim).

Claims have the following characteristics:

- a. They are submitted in writing.
- b. They seek a sum certain or other specific contract relief.
- c. They claim entitlement as a matter of right.
- d. They are certified if the amount exceeds \$100,000.

If a claim is submitted, the Contract Specialist must immediately submit it to the Counsel office. Contractors have an obligation to continue work after a claim is submitted. Failure to prosecute work may result in a T4D. Upon receiving a claim, the KO must conduct a fact-finding investigation in which all aspects of the claim are reviewed and documented. Where the contractor’s certified claim is substantiated, the Government

must pay interest on the amount found due from the date the KO receives the claim. If the KO receives an uncertified claim interest does not begin until the claim is certified. A Findings of Fact is prepared according to [UAI](#) 5133 and, the KO issues a Contracting Officer's Decision (COD) ([FAR](#) 33.211). CODs should be rendered within 60 days of receipt of a claim. For claims over \$100,000, the COD must be issued within 60 days or the contractor notified that the decision would be rendered by a certain date, which is within a reasonable period. See References for a [sample COD](#).

Where the KO fails to issue a COD within the time specified, the contractor may assume denial and file an appeal with the Armed Services Board of Contract Appeals (ASBCA) or Court of Federal Claims.

13. Monitor Theater Business Clearance (TBC), Synchronized Pre-Deployment Operational Tracker (SPOT), and Defense Base Act (DBA) contract periods.

For work performed in the U.S. Central Command area of responsibility, follow the procedures for theater business clearance/contract administration delegation instructions at [DFARS PGI](#) 225.370(d). Theater Business Clearance (TBC) is a critical tool that provides the Joint Force Commander visibility over all contracts and contractors performing work in their AOR. In order for a contractor to receive a Letter of Authorization (LOA) and country clearance, a KO must submit a TBC and complete the Government Furnished Life Support Validation through the [Joint Contingency and Expeditionary Services \(JCXS\)](#) website. Updated instructions for KOs are located at the JCXS website under the TBC tab.

According to [DFARS](#) 225.371-3(e), contractor personnel must have a Synchronized Predeployment and Operational Tracker ([SPOT](#))-generated LOA signed by the KO in order to process through a deployment center or to travel to, from, or within the designated operational area. According to [DFARS](#) 252.225-7995, Contractor Personnel Performing in the United States Central Command ([Class Deviation 2017-O0004](#)), contractors are required to record all personnel working under this contract in the SPOT system. This requirement is for all employees of the Prime and their Subcontractors at every tier of performance of every contract. Contractors are required to input personnel into the SPOT system before issuance of NTP and maintain this data during the entire performance period of the contract.

See the [Office of the Assistant Secretary of Defense for Sustainment \(ASD \(Sustainment\)\)](#) website for current guidance on SPOT requirements.

A valid [Defense Base Act \(DBA\) Insurance](#) policy for the Prime and all Subcontractors at every tier for performance of the contract is required consistent with [FAR](#) 52.228-3 "Workers' Compensation Insurance (Defense Base Act)" or [FAR](#) 52.228-4 "Workers' Compensation and War-Hazard Insurance Overseas". Proof of this insurance policy may be in the form of a paid invoice for DBA Insurance.

Evaluation Preparation and Guidance: For training and evaluation provide the Contract

Specialist with all regulatory and policy information specific to the post award construction contract modification process. Prepare a written scenario requiring planning for and execution of contract administration activities to include issuance of a contract modification.

<u>Performance Measures:</u>	GO	NO-GO
1. Explained use of pre-construction conference	_____	_____
2. Identified role and authorities of ACO	_____	_____
3. Explained how UCO is used in contract modifications	_____	_____
4. Identified proper regulatory guidance for ensuring a quality management plan is integrated into construction contract administration	_____	_____
5. Identified proper use of IGE in negotiating construction contract modifications	_____	_____
6. Explained how a claim is handled by the KO	_____	_____
7. Explained role of SPOT and DBA insurance in contingency contracting	_____	_____

Task 3-6

Explain Payments under Construction Contracts

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been tasked to explain payments under construction contracts.

Standards: Identified the processes for payments under construction contracts.

Performance Steps:

1. Identify funding requirements for USACE contracts.
 - a. The project manager is responsible for all funds management.
 - b. It is mandatory that the Area/Resident Engineer assure funds are available prior to the issuance, by either the KO or ACO, of any directive to a contractor to proceed with work on any change or for any action obligating the Government.
 - c. The KO/ACO will approve/certify the modification action in CEFMS at the same time the [SF 30](#) is signed.
2. Identify the law that affects payments under construction contracts and its requirements.
 - a. The [Prompt Payment Act \(PPA\) Amendments of 1988](#) significantly changed the bill paying practices of the Federal Government for contracts awarded, renewed, and options exercised after 31 March 1989.
 - b. The Act established standards for invoice payments; clarified the definitions of invoice receipt dates and dates of Government acceptance of goods or services; eliminated grace periods for late Government payments; made interest penalties automatically payable; provided an additional penalty for interest owed but not paid; and extended PPA requirements to partial payments, construction progress payments and release of retained percentage, and construction subcontracts.
 - c. For complete guidance on the [Prompt Payment Act Amendments of 1988](#), see contract clauses Payments Under Fixed-Price Construction Contracts ([FAR 52.232-5](#)) and Prompt Payment for Construction Contracts ([FAR 52.232-27](#)).
3. Describe the payment procedures used for fixed price construction contract according to FAR 52.232-5.

a. Conduct a preliminary review of the invoice whereby a preliminary review of the Network Analysis System schedule, or an alternate schedule, by Government and contractor personnel before the actual invoice is submitted.

b. Contractor submits a proper invoice ([ENG Form 93, Payment Estimate – Contract Performance](#)) to the Area or Resident Office.

c. The payment "clock" starts to run on the date that the proper invoice is received at the designated billing office. The payment due date is 14 or 21 (OCNUS) calendar days after the payment request is received.

d. Reject an improper invoice (that does not meet the conditions established by the PPA contract clause. Notify the contractor of the defective invoice within seven days after the invoice is received. The "clock" is effectively stopped upon notification. Interest penalties are not required on payment delays due to disagreement.

e. The due date for interest on progress payments due the contractor will be 14 or 21 days after receipt (beginning on the 15th or 22nd day) of receipt of the proper invoice. The interest due date on final payments will be either the 30th day after receipt (31st day) by Designated Billing Office of a proper invoice, subject to contract settlement actions (e.g., release of claims), or the 30th day after Government acceptance of the work completed by the contractor, whichever is later.

f. The contractor will notify the Government when it discovers that a portion or all of a current payment request covers work that does not conform to the contract. To the extent that payment has already been paid to the contractor, the Government is entitled to interest on "unearned" payments. A penalty amount, in addition to the interest amount, will be paid if the contractor is owed interest and is not paid the interest within 10 days after invoice payment, and if the contractor makes a written demand, not later than 40 days after payment of the invoice, that the agency pay such a penalty.

g. Payment for Preparatory Work and Mobilization and Demobilization may be authorized by the KO if the applicable contract clauses were included in the contract ([DFARS](#) 252.236-7003 and [DFARS](#) 252.236-7004). The KO may also permit payment to contractors for material delivered at the site, but not yet incorporated in the work. When allowed in the contract ([DFARS](#) 252.236-7003(d)(1)(2)), listed materials delivered to the contractor at locations other than the site of the work may be considered for payment if listed in the contract, included in payment estimates, and if all the conditions of the General Provisions are fulfilled.

h. In making progress payments, the Government must, upon request, reimburse the contractor for premiums paid for performance and payment bonds after the contractor has furnished evidence of full payment to the surety.

i. Assess liquidated damages according to Actual Construction Completion Date (date that the USACE accepts the work as substantially complete) minus the Required Completion Date.

j. Payment may be made in full during any period for which a progress payment is to be made for satisfactory progress. If satisfactory progress is not achieved, the Contracting Officer's Representative may (if consistent with the letter of appointment) retain a maximum of 10 percent of the payment until satisfactory progress is achieved.

k. Progress payments are not allowed for the contractor's bonus share of Instant Contract Savings (ICS) in the next progress payment after definitizing the VECP and before the VE work is accomplished (this amounts to pre-financing or prepayment which requires special authorization and special procedures for fixed-price construction contracts).

l. According to [FAR](#) 52.232-5, along with each request for progress payments, the Contractor must furnish the certification that amounts requested are only for performance according to the specifications, terms, and conditions of the contract; that all payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification; that the request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor; and that certification is not to be construed as final acceptance of a subcontractor's performance.

m. See Task 3-12 (Perform Construction Contract Closeout) for final payment procedures.

4. Describe the Contract Administration team's responsibilities with respect to payments.

a. The ACO is responsible for the administration and enforcement of the labor standards [provisions] contained in the contract, pursuant to the Department of Labor regulations, according to the Construction Wage Rate Requirements statute ([FAR](#) 22.403). Activities supporting this duty include preconstruction conference, onsite compliance checks, onsite interviews, and initiating an investigation (if necessary).

b. Monitor project funds.

c. Certify invoices for payment after ensuring they are proper, timely, and accurate.

d. Document violation of Actual Construction Completion Date and assess liquidated damages as appropriate.

Evaluation Preparation and Guidance: Brief the Contract Specialist on the construction mission of USACE and provide them sufficient information that they would be able to

explain payments under construction contracts.

Performance Measures:

GO

NO-GO

1. Identified funding requirements for USACE contracts

2. Identified the law that affects payments under construction contracts

3. Explained payment procedures under for fixed price construction contract

4. Explained the responsibilities of the Contract Administration team (payments)

Task 3-7

Explain Acceleration and Expediting of Construction Contracts

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been tasked to explain accelerating and expediting construction contracts. Given a scenario, correctly determine whether it is acceleration or expediting and the correct way to proceed.

Standards: Identified the acceleration process of construction contracts.

Performance Steps:

1. Describe acceleration of construction contracts and when it is typically used.
 - a. Extra effort required to meet the original contract completion date; it can be either contractor self-initiated (non-compensable) or Government-initiated (deliberate or constructive).
 - b. Is compensable under the changes clause only if the Government required accelerated effort to meet a current delivery schedule in the face of excusable delays.
 - c. Most commonly occurs when the KO directs adherence to the original or adjusted contract completion date but there are excusable delays; or when the KO adds requirements to the contract but fails to extend the contract time.
 - d. General requirements:
 - (1) A period of excusable delay must exist.
 - (2) Government must have actual knowledge of the delay with enough data to be able to make reasonable a determination (contractor must notify Government with data, or Government must have actual knowledge).
 - (3) Government fails or refuses to grant the requested extension within a reasonable time.
 - (4) There must be an express or implied Government order to accelerate progress.
 - (5) Contractor must notify Government that order is a constructive change.
 - (6) Contractor must make actual, reasonable effort to accelerate, resulting in additional costs.
2. Identify the difference between directed and constructive acceleration.

- a. Directed is intentional and “directed” to the contractor by the Government.
 - b. Constructive is as the result of action or inaction on the part of the Government, with the effective result of requiring the contractor to complete more work in the same amount of time.
3. Identify the difference between acceleration and expediting construction contracts.
- a. Acceleration is extra effort to meet the original contract completion date, i.e., to eliminate an extension of time otherwise due for changes or excusable delays encountered. In changes where acceleration is attributable to the extra effort expended by the contractor to comply with an acceleration order, it must be clearly identified in the Government Estimate.
 - b. Expediting is requiring a completion date prior to the contract completion date and is not permitted without approval of the Head of the Agency, except that the KO may approve an expedited completion date if no additional costs are involved. See [DoDD 4270.5](#), Military Construction.

Evaluation Preparation and Guidance: Brief the Contract Specialist on the construction mission of USACE and provide them sufficient information that they would be able to explain acceleration of construction contracts.

<u>Performance Measures:</u>	GO	NO-GO
1. Explained acceleration of construction contracts to include the difference between directed and constructive acceleration	_____	_____
2. Explained the difference between acceleration and expediting construction	_____	_____

Task 3-8

Explain the Construction Contract Modification Process

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been tasked to explain the construction contract modification process.

Standards: Identified the common construction contract clauses from which modifications arise. Given a modification scenario, correctly determined whether the modification is in-scope or out-of-scope and provided sound rationale for determination.

Performance Steps:

1. Identify the common construction contract clauses from which modifications arise (see the attached "[Clauses that Modify Construction Contracts](#)" matrix).

- a. Changes, [FAR](#) 52.243-4
- b. Differing Site Conditions, [FAR](#) 52.236-2
- c. Value Engineering-Construction, [FAR](#) 52.248-3
- d. Variations in Estimated Quantities (VEQ), [FAR](#) 52.211-18
- e. Default (Fixed-Price Construction), [FAR](#) 52.249-10
- f. Suspension of Work, [FAR](#) 52.242-14

See also [ER 415-1-15](#), Construction Time Extensions for Weather. The authority for the modification is the Default (Fixed-Price Construction) clause, [FAR](#) 52.249-10.

2. Identify the sources of contract modifications.

- a. User Requests
- b. Field Conditions
- c. Engineering/Design Requirements

User changes result from a desired design change by the customer.

Most modifications arise from field conditions. Examples include design errors, differing site conditions, quantity over-runs, and delays created by unusually severe weather.

Design Errors or omissions in design-bid-build (D-B-B) contracts, where the Government or Architect-Engineer (A-E) firm is responsible for the design and

disconnects or ambiguities between plans and specifications are examples of Engineering/Design Requirement sources of contract modifications.

3. Determine if the change is within or outside the scope of the contract (referred to as “In Scope” or “Out of Scope” modifications).

A modification is within scope if it falls within the parameters of [FAR 52.243-4](#), Changes, or other construction clauses within the contract. The result is still the project outcome envisioned by both parties at time of award, i.e. the change is necessary to complete the project as intended. A modification may be outside the scope of the contract for additional new work or if the change significantly increases the contract amount, time, performance methods, or conditions, or if a requirement was specifically excluded during the solicitation (e.g. performed by others or not in contract). There is no “bright line” to determine whether a change is outside the scope of the contract. When in doubt, always consult Counsel. It is the KO’s responsibility to make the determination as to whether a change is within scope or out of scope. This determination is key, as it may affect the type and year of funding for the modification. Generally speaking, in-scope changes must be funded with the same type and year of funds as the original contract. Alternatively, out-of-scope changes must be funded with current year funds and be supported by a J&A as a non-competitive action.

The tests used by the GAO, the Boards of Contract Appeals and the courts is (1) whether the change so materially alters the contract that the field of competition for the contract as modified would be significantly different from that obtained for the original contract (scope of competition) [AT&T Communications, Inc. v Wiltel, Inc., 1 F.3d 1201, 1205 (Fed. Cir. 1993)] and (2) whether the contract as modified, “should be regarded as having been fairly and reasonably within the contemplation of the parties when the contract was entered into” [Freund v. United States, 260 U.S. 60 (1922)].

Standard construction contract clauses such as the changes clause or differing site conditions clause may, under certain conditions, render the government liable to make equitable adjustments in the contract price. Because these clauses are included in the original contract, the liability created by these clauses isn’t new, but rather an existing or antecedent liability created by the original contract. These changes are considered in scope because negotiations under these clauses renders certain the amount of the government’s preexisting liability to adjust the contract price. This concept of antecedent liability makes clear why in-scope changes are funded with money from the original contract year, because the liability and therefore the bona fide need arose in the year the original contract was issued.

4. Describe a Basic Change Document (BCD), its origination, purpose, and processing.

a. The Resident Management System (RMS) process generates the BCD.

b. The BCD describes the scope of the change, changes to plans and specs, necessity, and reason for change; the initial estimated cost and time impact and may be used to evaluate A-E liability if Design Errors or Omissions cause the change.

Unpriced Change Orders follow procedures required by [DFARS](#) 243.204-70. An unpriced change order is not an “Undefinitized Contract Action (UCA)” as defined in [DFARS](#) 217.7401(d). USACE, however, has elected to apply the DFARS procedures for processing UCA’s to unpriced change orders.

5. Describe the Contract Modification Processes according to the Army Contracting Command [\(ACC\) 51C Job Book](#), Task 3-7, Modify Contracts.

Evaluation Preparation and Guidance: Brief the Contract Specialist on the construction mission of USACE and provide them sufficient information that they would be able to explain construction contract modifications.

<u>Performance Measures:</u>	GO	NO-GO
1. Identified the common construction contract clauses used as authorities for modifications	_____	_____
2. Identified the sources of contract modifications	_____	_____
3. Given a modification scenario, identified whether a modification is “within the scope” or “outside the scope” of a contract	_____	_____
4. Identified what a Basic Change Document is, purpose and processing	_____	_____

CRITICAL CONTRACT CLAUSES THAT MODIFY CONSTRUCTION CONTRACTS:

The following are many critical clauses for construction contracts. This list is not all inclusive. Many other clauses are required for construction contracts, and Contract Specialists should refer to the [FAR](#), [DFARS](#), [AFARS](#), and [UAI/UDG](#) for a full understanding of required clauses.

CONTRACT CLAUSE:	REV. DATE	FAR CLAUSES (or as noted)	DIRECT Field Office Overhead (FOOH) & Home Office Overhead (HOOH)	I M P A C T	P R O F I T	T I M E	TYPE
Changes (1)	06/07	52.243-4	x	x	x	x	E, I & T
Differing Site Condition	04/84	52.236-2	x	x	x	x	E, I & T
Government Property (1)	01/17	52.245-1	x	x	x	x	E, I & T
Variations in Estimated Quantities	04/84	52.211-18	x		x	x	E & T
Use and Possession Prior to Completion	04/84	52.236-11	x		x	x	E & T
Inspection of Construction (2)	08/96	52.246-12	x		x	x	E & T
Termination for Convenience-Partial (Work Remaining) (3)	04/12	52.249-2	x		x	x	E & T
Price Reduction – Defective Cost Data (4)	08/11	52.215-11	x		x		C & P
Termination for Convenience- Total (5)	04/12	52.249-2	x		x		C & P
Termination for Convenience- Partial (Terminated Work) (6)	04/12	52.249-2	x		x		C & P
Federal, State & Local Taxes (7)	02/13	52.229-3	x				C
Operation & Storage Areas (8)	04/84	52.236-10	x				C
Protection of Vegetation (8)	04/84	52.236-9	x				C
Inspection of Construction (9)	08/96	52.246-12	x				C
Value Engineering Cost Proposal	10/15	52.248-3	x				C
Suspension of Work (10)	04/84	52.242-14	x	x			C & I
Default	04/84	52.249-10				x	T

Figure 1. Critical Clauses for Construction Contract

TYPES:

E= EQUITABLE ADJUSTMENT (to mean a Reasonable and Customary Allowance for Profit)

C= COSTS ONLY

T= TIME ONLY

P= PROFIT INCLUDED

I = IMPACT

NOTES:

- (1) Changes clause revision to reflect new Government Property clause.
- (2) If the work was installed correctly, the contract will be modified with an equitable adjustment and time.
- (3) The work not terminated, if disturbed, is subject to an equitable adjustment plus time.
- (4) Interest may be collected on costs.
- (5) The total terminated settlement cannot exceed the contract price with modifications included.
- (6) The terminated work is priced at costs plus profit.
- (7) Clause invoked only when costs exceed \$250K for an increase or decrease.
- (8) Deductive modification for contractor non-performance. Cost for the Government to remove and/or restore.
- (9) Government can accept defective work with an appropriate adjustment.
- (10) Time given under the "default" clause.

Task 3-9

Establish a Profit Objective using the Alternate Weighted Guidelines Method

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to establish a profit objective for a construction requirement.

Standards: Given a construction contract scenario, established a profit objective using the alternate weighted guidelines approach according to [UDG](#) 5115.404-73-1.

Performance Steps:

For cost reimbursement contracts, the weighted guidelines method described at [DFARS](#) 215.404-71 must be used.

Based on the circumstances of the procurement action, each of the factors must be weighted from 0.03 to 0.12 as indicated below.

1. Determine the degree of risk to the contractor in performing the requirement.

Where the work involves no risk or the degree of risk is very small, the weighting should be 0.03; as the degree of risk increases, the weighting should be increased up to a maximum of 0.12. Lump sum items must generally have a higher weight than unit price items. Consider the nature of subcontractors, amount, and type of labor included in costs and whether the negotiation is before or after performance of the work. Modifications settled before the fact have a much greater risk than those settled after the fact. A weight of 0.03 is appropriate for after the fact equitable adjustments and/or settlements.

2. Determine the relative difficulty of work.

If the work is difficult and complex, the weight should be 0.12 and should be proportionately reduced to 0.03 on the simplest of jobs. This factor is tied in, to some extent, to the degree of risk. Other things to consider are the nature of the work, by whom it is to be done (i.e., subcontractors, consultants), etc.

3. Determine the size of the job.

Work estimated at \$100,000 or less must be weighted at 0.12. Work estimated between \$100,000 and \$5M must be proportionately weighted from 0.12 to 0.05. Work from \$5M to \$10M must be weighted at 0.04. Work more than \$10M must be weighted at 0.03. It should be noted that control of fixed expenses generally improves with job magnitude.

4. Determine the period of performance.

Work not to exceed 1 month is to be weighted at 0.03. Durations between 1 and 24 months are to be proportionately weighted between 0.03 and 0.12. Work more than 24 months is to be weighted at 0.12.

5. Determine the contractor's investment.

This factor is to be weighted from 0.03 to 0.12 based on below average, average and above average. Consider the amount of subcontracting, Government-furnished property or data (such as surveys), method of making progress payments, and any mobilization payment items.

6. Determine the amount of assistance to be provided by the Government.

This factor is to be weighted from 0.12 to 0.03 based on average to above average. - Consider use of Government-owned property, equipment, and facilities, expediting assistance, etc.

7. Determine the amount of subcontracting.

This factor is weighed inversely proportional to the amount of subcontracting. Where 80 percent of the work is to be subcontracted, use 0.03. The weighting should be increased proportionately to 0.12 where all the work is performed by the contractor's own forces.

8. Complete the Weighted Guidelines Alternate Approach worksheet, using the weights determined in the steps above to arrive at the profit objective.

Factor	Rate	Weight	Value
Degree of risk	20		
Relative difficulty of work	15		
Size of job	15		
Period of performance	15		
Contractor's investment	5		
Assistance by Government	5		
Subcontracting	25		
TOTAL	100%		

Figure 2. Weighted Guidelines Computation

"Value" is obtained by multiplying the rate by the weight. The Value column, when totaled, indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

Evaluation Preparation and Guidance: Brief the Contract Specialist on the mission and provide them sufficient information that they would be able to establish a profit objective when given the pertinent information for a construction requirement.

Performance Measure:

GO

NO-GO

Given a construction contract scenario, established a profit objective using the alternate weighted guidelines approach consistent with [UDG](#) 5115.404-73-1

Task 3-10

Obtain and use a Defense Contract Audit Agency (DCAA) Audit

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the standard process used by the USACE for obtaining audits and how that audit will be used to support a construction contract procurement action.

Standards: Explained under what conditions a USACE KO would obtain a DCAA Audit for construction contracts; how that audit would be used to support the Government position in response to a claim; how that audit would be used to support the Government's negotiation position; how it could be used to support a Contracting Officer Decision (COD) in response to a claim; how an audit report could be used in a termination for convenience settlement; and to what extent the KO would rely upon the audit report.

Performance Steps:

1. Identify DCAA roles and responsibilities in auditing contractor proposals.

DCAA is responsible for providing audit and financial advisory services to Department of Defense (DoD) and other federal entities responsible for acquisition and contract administration.

Requests to DCAA must be initiated by the KO. According to [DFARS PGI 215.404-2\(a\)](#), the KO should consider requesting field pricing assistance for fixed price proposals exceeding the certified cost or pricing data threshold. USACE normally awards fixed-price construction contracts. The PDT to include contracting and office of counsel (OC) must decide if an audit is needed, and if there is sufficient time to request and receive an audit that will provide meaningful information to support the Government position. The audit will be requested from the DCAA branch office in the region where the contractor's home office is located.

The DCAA Contract Audit Manual and audit office locator may be found at <https://www.dcaa.mil>.

Utilize Task 3-11 Process Claims as a source guide.

If it is determined that an audit is needed, a meaningful technical analysis must be done by the Government and a copy provided to the auditor in sufficient time for the audit team to review and use in their audit analysis and report. This analysis should be requested of the technical member of the PDT and completed immediately upon receipt of the proposal or claim. A technical analysis is not an analysis of any cost elements.

In both CONUS and OCONUS contingency and non-contingency construction contract environments, USACE primarily requires DCAA audit reports in support of claim settlements. USACE employs experienced professional construction cost estimators who have access to current Market Research data. These professionals have the capability of assessing labor and material costs for construction contracts, which are a skill set not available in DCAA. This information is used in preparation of the technical analysis, which is supplied to DCAA when an audit is requested.

DCAA assesses whether the contractors' General and Administrative (G&A) and Overhead (OH) costs are allowable and allocable. Both G&A and OH are indirect costs – they cannot be directly charged to a contract. G&A refers to that portion of the indirect costs that apply to the whole operation, whereas overhead applies to a portion of the operation.

Examples of G&A are salaries for home office personnel, rent, and utilities.

Examples of OH are engineering overhead, labor overhead or manufacturing overhead, material handling, and subcontract management. All apply to a specific function or cost within the organization. In USACE, these are also referred to as Departmental Overhead (DOH), Home Office Overhead (HOOH), or Field Office Overhead (FOOH).

OH pools are selected based on the nature of the operation. Generally, different overheads are selected if the costs associated with different parts of the operation are different. For example, if the projects entail a combination of in-house labor and subcontract labor, in-house labor entails indirect costs (benefits, payroll taxes, leave, etc.) that do not apply to subcontracts. On the other hand, there is a cost for management of the subcontracts that is not present for in house labor.

There is no standard for how a firm decides whether a cost is G&A or OH. One firm may include different costs in G&A than another does. DCAA will look to ensure that whichever way a firm chooses to define G&A and OH costs they are consistent across all their contracts and meet generally accepted accounting principles. You are beginning to understand why you need to enlist the aid of DCAA in investigating these costs.

A word of caution, costs may be deemed unallowable if there is not sufficient documentation to support them. This does not mean that these costs cannot be properly charged to the contract. It just means the contractor did not provide the paper trail to connect the dots and support the cost. This will be an element of the pre-negotiation objective memorandum (POM) – a point of discussion with the contractor during negotiations.

Once negotiations have been successfully concluded the price negotiation memorandum (PNM) must be submitted to DCAA, along with a discussion of how the information provided in the audit was used. For example, if DCAA questioned \$50,000 in costs the PNM would indicate that additional documentation was requested to

support items a, b, and e of unsupported costs. The contractor provided additional documentation on items a and e, but not item b. Therefore, of the \$50,000 in questioned costs, \$37,000 was substantiated by the contractor, but \$13,000 was not. The contractor reduced his claimed amount accordingly.

The PNM must state that the KO relied on the contractor's certified claim and the DCAA audit results in determining the final settled amount, and in determining a fair and reasonable price. If it is determined later that the contractor submitted fraudulent information, which the KO and/or DCAA relied upon, the Government will be able to pursue the contractor for fraud.

For Termination for convenience settlements the Terminating Contracting Officer must refer each prime contractor settlement proposal valued at or above the threshold for obtaining certified cost or pricing data set forth in [FAR](#) 15.403-4(a)(1) to the appropriate audit agency for review and recommendations." [FAR](#) 49.107.

Evaluation Preparation and Guidance: Brief the Contract Specialist on the local process to request an audit from DCAA. Explain when a USACE KO would obtain a DCAA Audit in a Contingency Environment for construction contracts and to what extent a KO would rely on the audit report.

Performance Measures:

	GO	NO-GO
1. Identified the requirement or need for a DCAA Audit	_____	_____
2. Explained rationale for relying on the audit report	_____	_____
3. Explained the information to be provided DCAA upon completion of negotiations or settlement of the claim	_____	_____

Task 3-11

Process Claims

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the procedures that all USACE contracting activities should use in handling contract claims, disputes, and requests. This process must be applicable to all contractual claims arising out of construction, architect-engineer, supply, and all other types of contracts administered by USACE using both military and civil funds.

Standards: Identified the correct process and applicable components when processing a claim as a contracting professional.

Performance Steps:

1. Identify the steps of the claims process:
 - a. Receive Claim.
 - b. The KO must document the contract file with evidence of the date of receipt of any submission from the contractor deemed to be a claim.
 - c. Upon receipt of a claim, the KO will immediately acknowledge it in writing, and if not done already, request the contractor to furnish a specific statement of the time and money claimed.
 - d. Originating Office must submit the claim file to the District Counsel (See attached reference for Processing Claims, Disputes, and Requests).
 - e. Conduct fact-finding investigation led by Office of Counsel (OC).
 - f. KO should handle contractor claims promptly and equitably.
 - g. Contact contractor only to the extent necessary to properly develop the facts and perform negotiation meetings. The contractor may meet with the KO.

According to [UAI](#) 5133.207(b), after the fact-finding investigation has been completed and the staff recommendations have been considered, the KO should offer the contractor an opportunity to attend a conference to discuss the claim. An attorney from the OC should participate in this conference. If the contract claim has merit in whole or part, an attempt should be made to negotiate quantum (price), either at the conference or later agreed to by the parties.

Consistent with [AFARS](#) 5133.204(b), KOs and trial attorneys are strongly encouraged to consider the use of the Alternative Dispute Resolution (ADR) techniques at the earliest possible time.

h. Prior to issuing the decision, the Contracting Officer will become familiar with all facts and proposed conclusions contained in the draft and either adopt them as the Findings of Fact and decision or make such changes as deemed appropriate. The COFD must reflect the decision of the KO, as the KO will be required to testify as to the decision in any subsequent hearings.

i. Ensure all contract files are kept up to date with all relevant contract administration documents to include documents from Contract Administration Branch (CAB) and the Area Engineer and/or ACO.

j. If an appeal is filed with the KO, it should be forwarded promptly to the Armed Services Board of Contract Appeals (ASBCA) and a copy sent to the Division and Office of the Engineer Chief Trial Attorney for proper action and preservation of the record.

A claim is a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract.

A written demand or written assertion by the contractor seeking the payment of money exceeding \$100,000.00 is not a claim under the [Contract Disputes Act](#) until certified as required by the statute. A voucher, invoice, or other routine request for payment that is not in dispute is not a claim. The submission may be converted to a claim, by written notice to the KO, if it is disputed as to either liability or amount or is not acted upon in a reasonable time ([FAR](#) 33.207(a)).

If the KO suspects a claim is fraudulent, the KO may not settle such a claim per [FAR](#) 33.210. The KO must immediately contact the activity's Procurement Fraud Advisor per [FAR](#) 33.209.

Evaluation Preparation and Guidance: Brief the Contract Specialist on the requirement for processing contractor claims and give them sufficient information that they would be able to explain the steps required to evaluate and respond to a claim in a proper and timely manner.

<u>Performance Measures:</u>	GO	NO-GO
1. Explained the steps required for processing contractor claims	_____	_____
2. Identified the elements of a Contracting Officers Final Decision	_____	_____
3. Prepared and documented contract file	_____	_____

*Task 3-12

Perform Construction Contract Closeout

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain closeout procedures for a construction contract.

Standards: Prepared a briefing on the procedures required to close out a construction contract to include the forms that must be completed by authorized individuals and filed with the official contract file.

Performance Steps:

1. Determine if the contract is ready for closeout.

a. The KO must initiate the contract closeout process upon receiving written notification, along with the requisite documentation, that a contract is ready to be closed.

b. Has final inspection and acceptance been documented and placed in the contract file?

c. Has the KO received from the ACO all appropriate completion documents (i.e. [DD Form 1593 Contract Administration Completion Record](#); [DD Form 1597 Contract Closeout Checklist](#); or [DD Form 1594 Contract Completion Statement](#) or electronic equivalent Defense Logistics Management Standards (DLMS) 567C (see [DLMS Manual Volume 7, Chapter 4](#))?

d. A completed [DD Form 1354](#), Transfer and Acceptance of DoD Real Property has been completed and filed.

e. Target closeout time for CONUS projects is 6 months from completion of final DD 1354, 12 months for OCONUS projects.

2. Final payment is made by the KO when the ACO and KO agree that the contract is administratively complete.

a. When the contractor has completed the list of all items to be corrected (punch list), monies withheld to that point (retainage) should be included in the final payment.

b. Final payment should not be made until all the conditions at [FAR 4.804-5\(b\)](#) have been met.

c. Upon receipt, review and concurrence of the final invoice; receipt of a "Release of Claims" from the contractor; and any other required documentation the ACO will

approve for payment in CEFMS or via the Procurement Integrated Enterprise Environment's (PIEE) myInvoice module.

In a release of claims, the contractor must execute and deliver a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under the contract, subject only to certain exceptions.

3. Contractor Performance Evaluation.

a. Construction contractor evaluations required by [FAR 36.201](#) are entered in the CPARS. The report should be prepared within 60 days following substantial project completion.

b. Performance report required for each construction contract of \$700,000 or more, architect-engineer contract of \$35,000 or more, job order contract for each order of \$700,000 or more, \$25,000 or more if any element is unsatisfactory or outstanding, and any contract is terminated for default regardless of dollar value. For all other categories, see DoD [Class Deviation 2013-00018](#), Past Performance Evaluation Thresholds and Reporting Requirements, issued on September 24, 2013.

c. See [UAI 5136.201](#) (Evaluation of contractor performance) and [ER 415-1-17](#) (Construction Contractor Performance Evaluations) for guidance on processing contractor performance evaluations.

Interim performance evaluations are encouraged. [ER 415-1-17](#) provides succinct direction regarding the preparation of both interim and final performance evaluations.

4. Initiate Contract Closeout in SPS.

a. The Contract Specialist should complete the [DD Form 1594](#) in SPS (or electronic equivalent [DLMS 567C](#)) and route to the KO.

b. The KO must review, sign, and place the [DD Form 1594](#) created in SPS (or electronic equivalent [DLMS 567C](#)) in the official contract file.

c. A contract closeout modification is only required when remaining contract funds must be deobligated. Once DoD Procure-to-Pay (P2P) Standard Operating Procedures (SOP) for Distribution of Contract Completion Statements ("Handshake" 9) for [DLMS 567C](#) are implemented by USACE, the [DLMS 567C](#) will be used to deobligate funds; no modification is needed. The instructions to prepare the [DLMS 567C](#) are on the Defense Logistics Management Standards Website. For detailed procedures for contract completion status reporting, see [DLMS Manual Volume 7, Chapter 4](#) identified in [DFARS PGI 204.804](#).

d. When using a [DD Form 1594](#), contracts will not appear as closed out in FPDS-NG or ACBIS until closeout is completed in SPS. Send closed contract to Records

Holding for archiving until the regulatory date for destruction has occurred. For environmental contracts, the retention date may be much longer than typical. Contracts for environmental services must be retained indefinitely.

Evaluation Preparation and Guidance: Provide the Contract Specialist with a scenario contract that is physically complete and ready to be evaluated for contract closeout. Have the Contract Specialist brief what actions must take place, who is authorized to initiate the actions, and what forms must be prepared to properly close the contract and document the contract file.

Performance Measures:

GO

NO-GO

1. Determined that the contract was ready for closeout

2. Coordinated closeout documentation with ACO

3. Ensured closeout documentation was in official contract file

4. Finalized contractor performance evaluation in CPARS

5. Closed contract out in SPS

Task 3-13

Explain the Authority for and Types of Contract Terminations

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the issues encountered with managing construction contracts that result in a Termination for Convenience (T4C) or Termination for Default (T4D). Explain how USACE supports and processes these contract actions and how re-procurements resulting from a T4D are processed.

Standards: Explained the authorities that allow for termination of a contract. Described the difference between T4C and T4D. Explained the facts and risks, which bear upon deciding that it is in the best interest of the Government to terminate a contract.

Performance Steps:

1. Explain the unique circumstances regarding contract terminations.

The Government's right to terminate is discretionary.

You may encounter a larger than normal number of contract terminations in an OCONUS contingency environment due to the urgency with which contracts are executed (affecting contract quality), constrained periods of performance, technical capability of the local construction industry, corruption, security issues, and unstable financial environment. Some of these issues may be encountered in the CONUS contingency environment depending upon the length of the mission.

Type of contract funding and ability to reuse funds is always a consideration when deciding whether to terminate a contract.

Ensure all backup documentation on contractor performance and remedial action is placed in the official contract file.

Always keep the customer informed of status on their projects so there will be no surprises when the Contractor fails to perform, and the USACE contract managers implement remedial action and consider termination of the contract.

2. Explain common reasons to terminate a contract for convenience.

When considering a T4C action, identify T4C authority. Identify stakeholders, rationale, required documentation, possible costs, and limitations on reusing funds once a contract is terminated and funds are de-obligated.

Common reasons to T4C are differing site conditions, significant changes in the Government's requirement, or finding the contract was awarded improperly.

3. Explain common reasons to terminate a contract for default.

When considering a T4D action, identify the T4D authority. Identify the stakeholders and possible causes that lead to a termination, required documentation to support the decision and possible consequences resulting from this decision. Discuss requirements and timeframe to re-procure.

Common reasons to T4D are failure to complete work on time, and failure to adhere to required specifications.

When considering a T4D action, be sure the quality assurance procedures have been followed by seeking remedies short of termination (Construction Contract Administration PROSPECT Course 366, Chapter 14). The requirement for Performance and Payment Bonds is usually waived by the KO for OCONUS contingency construction contracts so allowing the surety to finance the contractor or contract with another firm to complete the project may not be an option, although other forms of security may have been used and can be pursued. If it is decided that the best decision for the Government is to T4D, ensure a Cure Notice has been issued, interim unsatisfactory evaluation rating has been posted and validated in the CPARS and a show cause notice has been signed and issued by the KO.

Contracts that have been terminated for default generally still require completion. If there is a surety, the surety is responsible for completion and may choose to obtain another contractor to complete or to pay the Government for the incomplete work. The Government would then reprocure the remaining work on the contract.

For A-E contracts, refer to [Engineer Pamphlet \(EP\) 715-1-7](#), Chapter 5-9, Resolving Performance Problems.

Evaluation Preparation and Guidance: Provide the Contract Specialist with information sufficient to understand and apply the T4C and T4D procedures.

<u>Performance Measures:</u>	GO	NO-GO
1. Provided a summary of circumstances that would support a T4C	_____	_____
2. Defined when the Government may T4D	_____	_____
3. Explained the default procedures	_____	_____
4. Explained possible remedies short of termination	_____	_____

*Task 3-14

Explain Recurring Issues in Construction Contracts

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain recurring issues that arise in construction contracts, especially in a contingency environment.

Standards: Identify the recurring issues associated with construction contracts and mitigate them in order for the supported district to continue Construction Contract placement.

Performance Steps:

1. Explain the types of recurring issues in construction contracts. These include:

a. Differing site conditions. Refers to subsurface or latent physical conditions at the site differing materially from those indicated in the contract; or unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. Insufficient geotechnical analysis and/or unknown underground conditions can greatly affect contract performance.

b. Quality of Materials. If material specifications are not clear in a contract, the contractor may provide the minimum quality. Even if specified, the contractor may attempt to substitute lesser quality materials.

c. Buy American Act. The [Buy American Act](#) (41 U.S.C. 10a-10d) provides a preference for domestic construction material. It is implemented by FAR 52.225-9 in solicitations and contracts for construction that is performed in the United States valued at less than \$6,932,000. Exemptions to the clause may be due to information technology that is a commercial item; foreign construction material if US material cost would be unreasonable; enforcement is impracticable or inconsistent with the public interest; or domestic material cannot be produced in the time or quantities needed.

d. Non-payment of subcontractors. Privity of contract only exists between the U.S. Government (USG) and the prime contractor. A prime may not pay subcontractors on time, or at all, depending on their business ethics or financial stability.

e. Security issues. Contract performance on a military (or other secure) installation can pose burdens on both the requiring activity and contractor: personnel clearance, vehicle and material access, badging, escort, etc. Anti-terrorism Operational Security requirements must be incorporated into every solicitation so that bidders or offerors can account for security related costs.

f. Understand debt collection procedures unique to USACE. In construction contracting, both performance and payment bonds are required to ensure that construction will be completed, and subcontractors will be paid. The surety will ensure the collection of debt and legal obligations. Further, retainage can be withheld pending completion of portions of construction, and liquidated damages withheld for late completion.

g. Schedules, poor standards, and performance, which could lead to contract termination. Schedule and quality issues exist in all construction contracts but usually do not lead to termination.

h. Termination and re-procurement procedures. Funds in any environment are limited. Under termination for convenience, the USG must bear any re-procurement costs. Under termination for default, the terminated contractor must bear those costs.

i. Safety standards or lack thereof. As with material and workmanship standards, contractors may cut corners to realize higher profit. USACE has an obligation to ensure the basic safety of all employees under their contracts. In a CONUS environment, USACE has significant resources available to enforce safety requirements.

j. User requested changes. Inevitably, design changes are requested during construction execution, resulting in contract modifications. These can drastically change the scope of the contract, period of performance, and can add performance risk (changing a portion of the design may affect the overall structural soundness).

k. Warranties. The manufacturer's warranty is transferred to the Government at time of acceptance. The typical warranty period for construction contracts is one year. However, if the manufacturer's warranty provides for a longer warranty period, the manufacturer's warranty prevails.

Many issues arise that are not on the list above. Government contracting professionals find that each day in contracting brings new issues, and Contracting Officers (KOs) and leaders must find the most expeditious and fair way of dealing with issues. A KO's job is to be a business advisor for the USG and ensure a win/win for both the Government and the contractor. The USG demands delivery of best value for its contracts, and in turn provides the contractor with a reasonable profit.

2. Special OCONUS and Contingency Considerations.

a. Quality of Materials. If material specifications are not clear in a contract, the contractor likely will provide the minimum quality. Even if specified, the contractor may attempt to substitute lesser quality materials. This is especially true in countries without high quality building standards and enforcement mechanisms.

b. Buy American Act. Outside of the U.S., the Balance of Payments Program applies. Please see [DFARS 252.225-7000](#) and [DFARS 252.225-7001](#).

c. General Contractor Quality Control issues. Standards throughout the world are not the same as in developed countries. As with materials in general, unless the local standards for electrical and plumbing materials, and workmanship, are nationally set and enforced, the quality of these specialized trades can be dangerous. Further, as these trades' work is not easily checked for quality (inside walls and floors), poor work can be easily hidden—Quality Assurance must be enforced diligently.

d. Non-payment of subcontractors. Non-payment of subcontractors is an especial issue in an austere environment, where the host country may not even have a labor department to address employee grievances.

e. Security issues. For contract performance in a hostile environment, contractors may have to provide for heightened security at the worksite, perhaps even working under extreme threat of terrorism.

f. Termination for Default. During contingencies, frequently there are only a few qualified contractors, so termination carries severe implications for ultimate contract fulfillment. Although schedule and quality can be much poorer in an austere environment than in the U.S., leading to termination, the implications can be more severe as well. In an austere environment, the terminated contractor may not have the financial capacity to pay for the cost of reprocurement.

g. Cultural issues and communication/language barriers. All USG contract communication occurs in English. Much of this communication can be complicated and legalistic; what is a challenge for Contract Specialists to understand might be extremely difficult for a local national, easily leading to complete misunderstanding. In many cultures, contractors will never admit misunderstanding—they would “lose face.”

h. Safety standards or lack thereof. In an austere environment, there may be no safety standards set, or no enforcement mechanism. USACE has an obligation to ensure the basic safety of all employees under their contracts.

i. Trafficking in Persons. It is a violation of federal law to support trafficking in persons (TIP), specifically as a result of contract employment (see [FAR 22.17](#)). Several mechanisms are in place to combat TIP overseas, adding to the complexity of the contract. [DFARS 222.17](#) and [DFARS PGI 222.17](#) also provide policy and guidance that apply to all contracts.

j. Issue Specific to Afghanistan: USG construction contracting procedures are largely predicated upon a viable bonding mechanism. Absent this fundamental protection in Afghanistan, USG construction contracting processes/procedures have proven sub-optimal/inadequate – particularly with respect to Performance, Payments/Wages, Anti-Corruption, and Capacity Development.

Evaluation Preparation and Guidance: Brief the Contract Specialist on recurring issues with construction contracts and provide them sufficient information that they would be

able to explain the steps for and ways to find solutions to recurring construction issues.

Performance Measures:

GO

NO-GO

1. Explained recurring construction issues

2. Explained specific issues relating to a contingency environment

3. Explained the type of terminations and re-procurement process

4. Explained USACE debt collection procedures

***Task 3-15**

Coordinate with, Prepare for and Respond to Audits and Inspections by Oversight Agencies

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the correct procedures to prepare for and respond to external oversight agencies.

Standards: Explained the process for preparation and response to various external and internal audits and inspections.

Performance Steps:

1. Explain the process to coordinate and prepare for an Audit.

a. Coordinate with the Internal Review (IR) Office.

All external inspections or performance audits must be coordinated through the local IR Office. Keep IR apprised of all communications or schedules and ensure they are copied on email or correspondence. The IR staff will coordinate with the appropriate stakeholders.

b. Coordinate with the RCC. Keep the RCC informed about the audit and its status.

c. Determine dates and length of time the audit agency would like to conduct the audit.

d. Clarify the oversight agency's area of interest; this helps determine who the stakeholders will be.

e. Prepare for the audit (In-brief, meeting with Command and Division as needed, pulling, and reviewing contract files and any other required data requested).

f. Be as cooperative as possible with the auditors.

g. Attend out brief by the audit team.

h. Prepare Corrective Action Plan (CAP). Once the report is received, review and prepare a CAP if recommendations are made by the auditor. Ensure your RCC receives a copy of the report and any CAPs prepared.

i. Ensure all responses are sent through IR to the audit agency. Do not send data directly to audit agencies, use your IR office.

It is important to remember that the better the documentation of decisions, rationale, Justifications and Approvals, Determinations and Findings, and following any required regulations, policies, and guides, the better the report will be from the oversight agencies. Some thresholds may change in an OCONUS mission but generally, the regulations, policies, and procedures remain unchanged. Our Government demands accountability and we must comply.

2. Identify the various agencies operating in and providing audits on reconstruction operations.

All agencies with contracting authority that award and administer contracts on contingency missions are highly scrutinized to ensure they spend tax dollars wisely. Some of the agencies operating in and performing audits on reconstruction operations to include life support, security, and construction of infrastructure are provided below. This list is not all-inclusive and will vary based on length and type of mission supported.

a. [Government Accountability Office \(GAO\)](#) authority comes from [Budget and Accounting Act of 1921](#).

b. [Special Inspector General for Afghanistan Reconstruction \(SIGAR\)](#). The National Defense Authorization Act (Public Law 110-181) established the SIGAR. The SIGAR's mission is to provide independent oversight of the treatment, handling, and expenditure of funds appropriated or otherwise made available for the reconstruction of Afghanistan; detect and deter fraud, waste, and abuse of U.S. funds; and promote actions to increase program economy, efficiency, and effectiveness.

c. [Department of Defense Inspector General \(DoDIG\)](#). The DoDIG Hotline is 1-800-424-9098.

[The Government Performance and Results Act \(GPRA\)](#) passed by Congress and signed by the President in 1993 provides a tool to improve the efficiency and effectiveness of all Federal agencies. The Act directs Executive Branch agencies to develop strategic plans, align agency activities with concrete missions and goals, manage and measure results to justify appropriations and authorizations, and design budgets that reflect strategic missions.

The purposes of GPRA are to improve citizen confidence in Government performance, improve Federal program management, effectiveness, and public accountability, and improve congressional decision making on where to commit the Nation's financial and human resources.

The Office of the Inspector General (OIG), Department of Defense, first established a strategic plan in response to GPRA in 1994. The OIG Strategic Plan has been revised for Management Years (MY) 2007-2011, reflecting the new corporate philosophy for the Office of the Inspector General.

The plan includes the OIG Vision that reinforces the need for all OIG employees to be model employees, as well as for our organization to serve as a benchmark for organizational excellence for the rest of the Government.

DoDIG has delegated investigative authority to the US Air Force [Office of Special Investigation \(OSI\)](#), U.S. [Navy Criminal Investigative Service \(NCIS\)](#) and U.S. Army [Criminal Investigation Command \(CID\)](#).

d. U.S. [Army Audit Agency \(AAA\)](#). AAA is led by the Auditor General of the Army, the Principal Deputy Auditor General, three Deputy Auditors General, and one Director, each of whom is in charge of specific aspects of agency operations - Acquisition and Logistics Audits, Forces and Financial Audits, Installations and Environment Audits, and Policy and Operations Management.

On 3 February 1987, Secretary of the Army Memorandum Number 27 established the AAA under the sole jurisdiction of the Secretary of the Army according to the implementation of Title V of the Defense Reorganization Act of 1986. This action elevated the Auditor General to the Office of the Secretary of the Army and was affected on 30 March 1987.

e. [Defense Criminal Investigative Service \(DCIS\)](#). The DCIS is the criminal investigative arm of DoDIG and has been engaged in investigations involving DoD operations in Iraq, Kuwait, and Afghanistan in Southwest Asia since the start of the war.

3. Identify activities that may initiate or lead contract process reviews.

a. Deputy Assistant Secretary of the Army, Procurement (DASA (P)), Procurement Management Review (DA PMR).

b. USACE Procurement Management Review. USACE PMRs are conducted by the Senior Contracting Official (referred to as SCO PMRs) utilizing the current Procurement Management Review Standard Operating Procedure located on the Contracting Community of Practice SharePoint site.

SCO PMRs use the DA PMR Toolkit to conduct the PMR. The latest version of the toolkit can be accessed from the SCO PMR website contained in the references to this task.

c. Internal Review.

Evaluation Preparation and Guidance: Explain USACE procedures for coordinating and cooperating with oversight agencies. Ensure a good understanding of the importance of working closely with all stakeholders and the requirement to prepare a CAP in response to any recommendations in the audit report. Explain importance of audit reports, internal and external reviews and the resulting CAP be addressed in the Command/Directorate of Contracting Annual Assurance Statement.

Performance Measures:

GO

NO-GO

1. Explained USACE procedures for coordinating and cooperating with oversight Agencies

2. Explained the circumstances that would dictate preparation of a Corrective Action Plan (CAP)

3. Explained difference between external and internal audits

4. Explained the importance of capturing audit results in the Annual Assurance Statement

*Task 4-1

Explain the Authority for Architect-Engineer (A-E) Contracting

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been tasked to explain the authority for A-E Contracting.

Standards: Properly identified the correct authority for A-E Contracting.

Performance Steps:

1. Explain the statutory basis for A-E contracting procedures.

a. [10 U.S.C. 7540\(a\) Architectural and Engineering Services](#): “Whenever he considers that it is advantageous to the national defense and that existing facilities of the Department of the Army are inadequate, the Secretary of the Army may, by contract or otherwise, employ the architectural or engineering services of any person outside that Department for producing and delivering designs, plans, drawings, and specifications needed for any public works or utilities project of the Department.”

b. [Brooks Act Public Law 92-582](#): Establishes the policy and procurement process by which A-Es are selected for design contracts with federal design and construction agencies. Uses a qualifications-based selection process where contracts are negotiated based on demonstrated competence and qualification for the services required, at a fair and reasonable price, starting with the highest qualified firm. Selection of A-E firms is focused on qualifications, not the lowest price. The Brooks Act requires:

- (1) Public announcement for all architectural and engineering services.
- (2) Annual company submission of qualifications statements.
- (3) Selection of winning Offeror based on demonstrated competence and qualifications.
- (4) Discussion with and a ranking of at least three firms in order of preference.
- (5) Negotiation with the highest qualified firm.
- (6) Negotiation with the second highest qualified Offeror if a satisfactory agreement cannot be reached with the first ranked Offeror.

A-E services required by Federal agencies are procured under the Brooks Act and the procedures in [FAR](#) 36.6.

Evaluation Preparation and Guidance: Brief the Contract Specialist on the Brooks Act

and explain how A-E contracting differs from the procurement of other professional services.

<u>Performance Measures:</u>	GO	NO-GO
1. Identified the Authority for A-E Contracting	_____	_____
2. Explained the Brooks Act and its requirements	_____	_____
3. Explained the differences between contracting for A-E and other professional services	_____	_____
4. Completed A-E Contracting PROSPECT Course	_____	_____

*Task 4-2

Explain the Architect-Engineer (A-E) Selection Process

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the A-E selection process and applicable components to include responsibilities, selection criteria, general procedures for evaluation boards and selection approval.

Standards: Identified the correct A-E selection process and applicable components of A-E firm selection.

Performance Steps:

1. Explain the steps of the A-E selection process consistent with [FAR](#) 36.6 and Engineer Pamphlet ([EP](#)) 715-1-7, Architect-Engineer Contracting.

[EP 715-1-7](#) is a comprehensive guide to doing A-E contracting in USACE. It is a step-by-step guide with many useful examples contained in the Appendices. Refer to the EP throughout each step of the A-E contracting process.

a. Advertise a synopsis and evaluation criteria.

Prior to the A-E Selection Process, the [Brooks Act](#) requires the public announcement of an A-E services requirement. Public announcements for A-E services will reflect the minimum needs of the Government, not arbitrarily restrict eligible firms, and describe the work required and selection criteria in sufficient detail to facilitate a meaningful selection of the most highly qualified firm.

As the A-E synopsis represents a combined synopsis/solicitation it must be fully coordinated among all functional staff elements. A-E firm responses to the synopsis are submitted using the [SF 330](#) and are called “submittals.”

b. Appoint A-E Selection Board Chairman and Members.

Refer to [EP 715-1-7](#), Chapter 3-6, Board Membership and 3-6 (b) Member Qualifications

c. Receive Offeror Responses ([SF 330](#)).

d. Evaluate [SF 330s](#) and applicable additional documentation.

e. Interview A-E firms.

f. Formulate Board Consensus Documentation.

g. Recommend three (3) most highly qualified A-E firms to approval authority, in order of preference for negotiations.

h. Center Director/Commander, or delegated authority, is the selection authority of the most highly qualified A-E firm.

i. Promptly notify A-E firms of their selection status and offer a meaningful debriefing on the evaluation of their qualification submission.

j. Transition to Price Proposal Phase.

2. Explain the Responsibilities of the Commander, District Chief of Engineering Division, and CoCO in the A-E selection process:

a. The [UAI](#) 5136.602-3 delegated authority to Center Directors/District Commanders to direct the evaluation board's performance of functions listed in [FAR](#) 36.602-3(a)-(d). The Center Director/District Commander may further delegate, on a case-by-case basis, this authority in writing to the Center/District Chief of Engineering, the CoCO, or other appropriate officials, not below the level of the CoCO. The Center/District Commander or delegee may appoint qualified professional personnel, by name and/or position, to:

(1) Serve as chairpersons and alternate chairpersons of A-E pre-selection and selection boards. (USACE Engineering Division employee who is a registered or licensed engineer, architect, or land surveyor, as appropriate for the type of work.)

(2) Serve as members of A-E pre-selection and selection boards, as authorized by [UAI](#) 5136.602-44. (All USACE architects, engineers, geologists, and land surveyors serving as board members will hold professional registration.)

b. The District Chief of Engineering is responsible for the A-E selection process, including the technical content of public announcements for A-E services (including those prepared by other functional elements), the conduct of A-E evaluation (pre-selection and selection) boards, participation by customers in evaluation boards, and liaison with the A-E community.

c. The CoCO is responsible for the procurement-related content of public announcements for A-E services, and for general oversight of the A-E selection process to ensure regulatory compliance.

The Contract Specialist should assist the board to ensure regulatory compliance.

3. Identify the Primary and Secondary A-E Selection Criteria.

a. Primary Selection Criteria. The following criteria are primary and will be applied by a pre-selection board to determine the highly qualified firms and by a selection board

to determine the most highly qualified firms. The primary criteria are listed in the order of importance, which is usually most appropriate, however they may be ordered differently as warranted for specific contracts.

(1) Specialized Experience and Technical Competence ([FAR](#) 36.602-1(a)(2)).

(2) Professional Qualifications ([FAR](#) 36.602-1(a)(1)).

(3) Past Performance ([FAR](#) 36.602-1(a)(4)).

(4) Capacity ([FAR](#) 36.602-1(a)(3)).

(5) Knowledge of the Locality ([FAR](#) 36.602-1(a)(5)).

b. Secondary Selection Criteria. These criteria are not to be used by the Pre-Selection Board. Rather, they are only used by the Selection Board as tiebreakers in determining the most highly qualified firm.

(1) SB and SDB Participation ([DFARS PGI](#) 236.602-1(a)(6)(C)).

(2) Geographic Proximity ([FAR](#) 36.602-1(a)(5)).

(3) Volume of DoD Contract Awards ([DFARS PGI](#) 236.602-1(a)(6)(A)).

c. A-E selections will be conducted in a fair, rational, and consistent manner, in strict accordance with the announced selection criteria, and in compliance with FAR 36.602 and its supplements.

4. Explain the difference between the pre-selection board and the selection board and the responsibilities of each.

At a minimum, a Selection Board will be convened; Pre-Selection Boards are optional.

a. Boards will only consider the following information: [SF 330](#) Parts II and I; any required supplemental information; documented performance evaluations, such as from the Contractor Performance Assessment Reporting System (CPARS); DoD contract award data; and the results of interviews of the most highly qualified firms. A board will not assume qualifications, which are not clearly stated in a firm's submission or available from CPARS. A board will review the entire submission of each firm and not excerpts or summaries. A firm will not be contacted to clarify or supplement its submission, except during the interviews with the most highly qualified firms. In addition, boards must not consider any cost factors.

b. Boards can use any qualitative method, such as adjectival or color coding, to evaluate and compare the qualifications of the firms relevant to each selection criterion.

c. Boards must not compare A-E firms side by side to one another.

d. If used, the purpose of the pre-selection board is to recommend to the selection board a minimum of three firms, which have a reasonable chance of being considered as most highly qualified. The pre-selection board will not consider secondary criteria. If a pre-selection board is not used, then the selection board performs this function.

5. Describe the purpose and content of the pre-selection and selection board reports.

a. Board documentation should consist of a final consensus of the board and discuss how any significant differences among the evaluations were resolved. The board must retain documents and worksheets generated during its evaluation so that the evaluation is sufficiently documented and allows review of the merits of a potential protest.

b. Handwritten worksheets are acceptable. The cover and each page of the report containing source selection information will be labeled "SOURCE SELECTION INFORMATION - SEE [FAR](#) 2.101 AND 3.104" and be protected as required by [FAR](#) 3.104-5. Personal worksheets must be similarly protected. Board members must not discuss the evaluation results with anyone who does not have a specific reason to know.

Refer to [EP 715-1-7](#) Appendix T for a sample of a Pre-Selection Board Report. The report must clearly identify the specific weak or deficient qualifications of each firm not recommended as highly qualified. The report will be provided to the selection board and made a part of the selection board's report. Separate approval of a pre-selection report is not required. Follow local procedures to determine whether pre-selection board members and/or chairperson are required to sign the pre-selection board report.

Refer to [EP 715-1-7](#) Appendix U for a sample of a Selection Board Report. The report must clearly describe the reasons why each eliminated firm was less qualified than the most highly qualified firm, summarize the relative strengths of each most highly qualified firm with respect to the selection criteria, and clearly describe the rationale for the relative ranking of each firm.

6. Determine whether selection authority has been delegated by the Center Director/District Commander to the Chief of Engineering, the CoCO or other appropriate official.

According to [UAI](#) 5136.602-4(a), the Center Director/District commander is delegated the authority under [AFARS](#) 5136.602-4(a) and [AFARS](#) Appendix GG to make the final selection decision. The Center Director/District Commander may provisionally further delegate, on a case-by-case basis, this authority in writing to the Center/District Chief of Engineering, the CoCO, or other appropriate officials not below the level of the CoCO.

7. Notify the A-E firms.

a. Notifications of firms must be made within 10 days after selection approval according to [FAR](#) 36.607(a). No notifications will be made after a pre-selection board.

b. The notification must indicate to the firm that it is:

(1) The highest qualified, or

(2) Among the most highly qualified but not the highest qualified, or

(3) Not among the most highly qualified firms.

(4) The notification will also inform each firm that it may request a debriefing but must do so in writing or electronically within 10 days after receiving the notification. The identity of the firm (or firms if multiple awards will be made from one synopsis) selected for negotiations may be released after the selection report is approved ([FAR](#) 36.607(a)). Within 10 days after contract award, all remaining most highly qualified firms must be so notified.

8. Explain the process when an acquisition is canceled or significantly delayed.

a. Upon written notice from the PM that the acquisition is to be cancelled, notices will be sent to all firms that responded to the public announcement within 10 days of the cancellation.

b. When an acquisition will be significantly delayed, notices will be promptly sent to all firms still being considered, giving the estimated award date.

9. Explain the objectives and timing of debriefings.

a. Objectives. There are two main objectives for a debriefing. First, instill confidence in the debriefed firm that the selection was conducted fairly and objectively according to the announced selection criteria. Second, provide the firm with specific information to allow it to improve its weak qualifications and better compete for future similar projects.

b. Timing. Unless impractical, debriefing of unsuccessful firms will be conducted within 3 days after receipt of a written request according to [FAR](#) 15.506 (except [FAR](#) 15.506(d)(2) - (5)), and [FAR](#) 36.607(b).

Evaluation Preparation and Guidance: Brief the Contract Specialist on the mission and provide them sufficient information that they would be able to explain the steps for and components of the A-E Selection process.

<u>Performance Measures:</u>	GO	NO-GO
1. Explained the steps of the A-E Selection Process	_____	_____
2. Explained the responsibilities of the Commander, EN Chief and CoCO in the Selection process	_____	_____
3. Identified the primary and secondary selection criteria, and explain how and when the secondary criteria are used in an A-E selection	_____	_____
4. Explained the difference between a pre-selection and selection board	_____	_____
5. Described the purpose and content of the selection board report	_____	_____
6. Identified the A-E selection approval authority for this District	_____	_____
7. Explained the timing and content of A-E notification letters	_____	_____
8. Explained the objectives and timing of A-E debriefings	_____	_____
9. Completed the Architect-Engineer Contracting PROSPECT course	_____	_____

***Task 4-3**

Develop an Architect-Engineer (A-E) Solicitation/Request for Proposal

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the A-E solicitation process.

Standards: Conduct mission analysis and properly identify and explain all the key tasks and components related to the A-E solicitation process. Given a requirement for A-E services, develop a Request for Price Proposal (RFPP) in the Standard Procurement System/Procurement Desktop Defense (SPS/PD²). Properly determine whether the Service Contract Act (SCA) applies to the requirement. Explain the purpose and topics to cover in an A-E pre-proposal conference. Review a SOW and identify inconsistencies with the solicitation and any other items needing correction. Correctly identify the requirement for, contents of and statutory limits of an A-E IGE.

Performance Steps:

1. Develop the Request for Price Proposal (RFPP).

a. RFPPs for services are typically created and issued on a [Standard Form \(SF\) 33](#) in the SPS/PD²; however, an A-E contract is awarded on a [SF 252](#) "Architect-Engineer Contract" unless it is a special case as detailed in [EP 715-1-7](#), paragraph 3-15.

b. The RFPP will include the SOW (which is in Section C of the Uniform Contract Format (UCF; [FAR](#) 15.204-1 and [UAI](#) 5115.204, proposal instructions, pre-proposal conference date (if needed), proposal due date, name(s) and telephone number(s) of the Government negotiator(s), and the solicitation provisions and contract clauses.

c. Read the SOW thoroughly, cross-referencing with the pricing schedule and other contract requirements to make sure it is complete, accurate, and biddable. If it confuses you, it probably confuses the A-E, as well. Some typical things to look for:

(1) General responsibilities of the A-E firm;

(2) Project description, including ECC, if relevant;

(3) Scope of A-E services;

(4) Schedule and deliverables. Refer to recent guidance from the Tri-Service Computer Assisted Design Development (CADD)/Geographic Information System (GIS) Technology Center on sample contract language for CADD and GIS deliverables;

(5) Reviews and conferences;

- (6) Technical criteria and standards, including Government-furnished information;
- (7) Administrative instructions; and
- (8) General provisions.

d. Make sure that any options that are listed in the SOW are included in the pricing schedule, and number of calendar days that the Government must exercise each option is clearly stated.

See [EP 715-1-7](#), Appendix Y for a Sample A-E Statement of Work.

See [EP 715-1-7](#), Appendix X, Request for Price Proposal Instructions.

2. Determine if the SCA applies to your requirement.

According to [FAR](#) Subpart 22.10, the Service Contract Labor Standards (SCLS) applies to an A-E contract if the SOW involves the use of service employees (such as drilling and survey crews, clerks, CADD operators, photographers, and laboratory technicians) to a significant or substantial extent. If so, include the SCLS Wage Decision in the RFPP for use by the firm in preparing its proposal. SCLS does not apply to professional services class employees.

3. Schedule, prepare for, and host a pre-proposal conference.

When appropriate, a pre-proposal conference(s) may be held between the A-E firm and pertinent Government representatives to discuss and resolve questions concerning the contract requirements, SOW, and RFPP instructions. The project site may also be inspected if appropriate.

See [EP 715-1-7](#), paragraph 4-7 Preproposal Conference, for topics to address.

4. Revise SOW (if needed).

Sometimes the SOW will need to be revised after the pre-proposal conference or site visit. Issue the revised SOW via an amendment to the solicitation.

5. Explain the requirement for, contents of and statutory limits of an A-E IGE.

According to [FAR](#) 36.605(a), an IGE is required for each A-E contract action expected to exceed the simplified acquisition threshold (SAT) (total absolute value of all elements of the action, including credits). An informal or working estimate is recommended for actions below the SAT. An IGE will be prepared and approved according to the procedures in outlined in [EP-715-1-7](#) Appendices X and Y and USACE Desk Guide ([UDG](#)) Appendix 3 – Independent Government Estimates Signatory Matrix. Disclosure of the IGE will comply with [FAR](#) 36.605(b).

IGEs must consider and include the following:

- a. Six (6) percent statutory limitation for the “production and delivery of designs, plans, drawings and specifications” ([FAR](#) 15.404-4(c)(4)(i)(B) and [FAR](#) 36.606(a).
- b. Direct Labor Costs
- c. Overhead
- d. Travel
- e. Other Direct Costs
- f. Profit. See [UDG](#) 5115.404-73-2 and [EP 715-1-7](#) for Alternate Structured Approach to Weighted Guidelines Method for Profit – A-E contracts.

The IGE is typically received prior to the A-E proposal. However, if the A-E proposal is received first, do not release the proposal until the approved IGE is in hand.

Evaluation Preparation and Guidance: Brief the Contract Specialist on local policies or procedures related to the A-E Solicitation process. Review clauses and provisions that are to be included in A-E contracts. Provide guidance on creating an RFP for A-E services in SPS/PD². Provide examples of an IGE for A-E services and review the content with the Contract Specialist.

Performance Measures:

	GO	NO-GO
1. Given a SOW for an A-E requirement, correctly determined whether the SCLS applies	_____	_____
2. Identified the A-E solicitation and contract forms	_____	_____
3. Developed an RFPP in SPS/PD ²	_____	_____
4. Identified inconsistencies with the solicitation and any other items needing correction	_____	_____
5. Explained the purpose and topics to cover in an A-E pre-proposal conference	_____	_____
6. Identified the requirement for, contents of and statutory limits related to an A-E IGE	_____	_____

*Task 4-4

Negotiation and Award an Architect-Engineer (A-E) Contract

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to execute an A-E negotiation and award.

Standards: Conduct mission analysis and properly identify and explain all key tasks related to negotiating and awarding an A-E contract. Given an A-E proposal, participated in the development of pre-negotiation objectives. After participating in an A-E negotiation, prepared the Price Negotiation Memorandum (PNM) that was clear, and accurately demonstrated the issues discussed and resultant resolution, so that the reader could determine whether a fair and reasonable price was achieved. Explained the purpose of Certified Cost or Pricing Data (C or P Data) and when a certificate of C or P Data is required. Given an A-E requirement, prepared the contract for award in the Standard Procurement System/Procurement Desktop Defense (SPS/PD²), and created the obligation in the CEFMS II.

Performance Steps:

1. Receive the A-E price proposal and Independent Government Estimate (IGE).

Do not release the A-E proposal to the Project Manager (PM)/Design Manager (DM)/Technical Lead until the approved IGE has been received.

2. Request Technical Analysis of the proposal from the PM or engineer.

Technical analysis includes evaluation of the judgmental elements of the A-E proposal according to [FAR](#) 15.404-1(e).

3. Review the proposal for compliance with the RFPP and evaluate the factual aspects of the proposal.

While the PM or engineer is responsible for performing the technical analysis of the proposal, the Contract Specialist is responsible for analyzing the factual aspects of the proposal. These include labor rates, overhead components and rates, profit, and other direct costs such as travel, printing, and factual aspects of subcontractor proposals.

See Engineer Pamphlet [\(EP\) 715-1-7](#) Appendix Z “A-E Price Proposal Analysis.”

4. Conduct a fact-finding session (if needed).

The negotiators may hold fact-finding sessions ([FAR](#) 15.406-1(a)) with a firm after receiving its price proposal and prior to negotiations. The purpose of fact-finding is to obtain information to better understand the proposal and its assumptions, and to clarify

any ambiguities, omissions, or uncertainties in the RFPP and SOW apparent after review of the proposal. After fact-finding, a revised proposal may be requested. No negotiation will take place during fact-finding; that is, the Government will not state its bargaining position or objectives during fact-finding.

5. Prepare Pre-negotiations Objectives (PNO) and POM.

a. The PNOs are developed after a proposal has been analyzed. The PNO are the pertinent negotiation issues and the cost and profit objectives ([FAR 15.406-1](#)). The numerical objectives will be shown in a tabular comparison with the corresponding elements of the proposal, IGE, and audit (if available) to give the negotiators flexibility. Keyed to the numerical objectives will be a discussion of the significant differences among the IGE, audit (if performed), PNO and proposal, and the issues to be covered during the negotiations. The PNO may be organized by phase of work, task, discipline, or other appropriate manner. The PNO are documented in a POM, which includes the significant details of the contracting action and the course of action the negotiators intend to pursue. The PNO is approved by the KO prior to negotiations ([AFARS 5115.406-1\(b\)](#)).

b. The POM is key to a successful negotiation. The POM includes not only the differences between the proposal and IGE, but the basis of the differences, issues to be discussed, and basis for the Government position. It is not enough to point out where the proposal varies from the IGE, the questions the negotiators plan to ask, as well as the arguments they plan to make to achieve the objectives should be outlined in the POM.

6. Conduct Negotiations.

a. A-E contract negotiation is a team effort among engineers, architects, Contract Specialists, legal counsel, contract auditors, and other specialists, under the authority of the KO who is solely responsible for the final price agreement ([FAR 15.405\(a\)](#)). [EP 715-1-7](#), paragraph 4-13 Negotiation of Firm Fixed Price Contracts, further describes the specific processes within negotiations.

b. For a contract involving design, agreement must be reached on the ECC of the project because it directly impacts compliance with the six percent (6%) statutory limitation and the Design within Funding Limitation clause.

7. Receive the Final Revised Proposal and Certificate of Current Cost or Pricing Data, if required.

Review the revised proposal to ensure that it is consistent with the resolutions reached during negotiations.

8. Prepare the Price Negotiations Memorandum (PNM).

The negotiators will complete the PNM ([FAR](#) 15.406-3 and supplements thereto) promptly after concluding negotiations. A PNM will discuss the principal elements of the negotiation and the pre-negotiation objectives. The PNM will demonstrate that the final accepted price complies with the 6% statutory limitation, if applicable. If an audit was performed, the PNM will discuss any deviations from the audit recommendations in the final negotiated price. A PNM must be prepared, reviewed, and approved according to local procedures. Ordinarily, review and approval of a PNM should be concurrent with the review and approval of the final contract instrument.

9. Create and award the A-E contract.

Use the Uniform Contract Format (UCF) in [FAR](#) 15.204.1 and the [SF 252](#) "Architect-Engineer Contract." Include contract clauses consistent with the FAR and DFARS matrices for A-E.

Because the A-E contract is prepared on a different form from the RFPP, it must be sent to the A-E for signature after it has been reviewed by the KO and Counsel. If the A-E is local, ask the authorized representative to come into the office to sign the contract.

If the action is urgent, an award letter as described in [EP 715-1-7](#) Appendix M "Streamlining Techniques for A-E Contracts and Task Orders" can be used, which also serves as the notice to proceed (NTP).

Evaluation Preparation and Guidance: Brief the Contract Specialist on the mission and provide them sufficient information that they would be able to explain and complete the steps for and components of the A-E negotiations and award process.

<u>Performance Measures:</u>	GO	NO-GO
1. Identified the steps within the A-E negotiations and award process	_____	_____
2. Described applicability of the six percent statutory limitation	_____	_____
3. Given an A-E proposal, developed the pre-negotiation objectives for the factual aspects of the proposal	_____	_____
4. Prepared a clear, accurate and understandable	_____	_____
5. Explained the purpose of Cost or Pricing Data and when a certificate is required	_____	_____
6. Prepared an A-E contract in SPS/PD ² and created the obligation in CEFMS	_____	_____

*Task 4-5

Execute the Architect-Engineer (A-E) Task Order Process

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to execute an A-E task order and applicable processes to include fair opportunity selection criteria and relevant notification and documentation procedures.

Standards: Identify the correct A-E task order process and applicable components. Given a requirement for an A-E task order, execute the process through task order award.

Performance Steps:

1. Given an A-E requirement, in conjunction with Engineering, determine whether a current A-E IDIQ contract vehicle exists, whether sufficient capacity is available, and whether the requirement is within the scope of the contract.

USACE anticipates an IDC Enterprise Capacity Tracking SharePoint, which can be sorted by type, and Division to once again be available in 2nd QTR FY21.

2. Identify the differences in the process for executing an A-E Task Order (TO) under a Single Award Task Order Contract (SATOC) and a Multiple Award Task Order Contract (MATOC).

a. A-E SATOC TOs are executed consistent with [FAR](#) 16.505 and are not subject to fair opportunity prior to issuing a Request For Price Proposal (RFPP).

b. A-E MATOC TOs require fair opportunity compliance consistent with [FAR](#) 16.505(b)(1). Each awardee must receive a fair opportunity for consideration for each task order consistent with the procedure specified in the basic IDC. The rationale for selection of the firm must be provided by the technical element performing the review. Follow the Procedures for the Selection of Task Orders on Architect-Engineer Indefinite Delivery Contracts (IDCs), Directors' Policy Memorandum (DPM), No. [DPM 2020-02](#).

3. Execute a TO under a SATOC for A-E services. Following is the list of steps.

a. Review the scope of work for understanding, consistency, and clarity.

b. Prepare and issue an RFPP for the TO. The RFPP is typically issued by letter to the contractor with the SOW included as an enclosure.

c. Receive an IGE consistent with the procedures in [EP 715-1-7](#) Appendices X and Y.

- d. Receive the Price Proposal from the A-E firm.
- e. Conduct Proposal Analysis and develop Pre-negotiations Objectives (PNO) consistent with [FAR 15.404](#) and [EP 715-1-7](#) Appendix Z “A-E Price Proposal Analysis.”
- f. Prepare POM and submit to the KO for approval.
- g. Conduct Negotiations.
- h. Prepare Price Negotiations Memorandum (PNM) and obtain approval from the KO.
- i. Create the TO in the Standard Procurement System/Procurement Desktop Defense (SPS/PD²).

Use the Uniform Contract Format consistent with [FAR 15.204.1](#) and prepare the TO using the [DD Form 1155](#) “Orders for Supplies or Services.”

Review the basic contract to ensure that all clauses applicable to the TO are included. If not, be sure to include them with the TO.

OCONUS, Theater Business Clearance (TBC), Defense Base Act (DBA) Insurance and other theater specific clauses or information should also be incorporated at this time.

If the action is urgent, an award letter as described in [EP 715-1-7](#) Appendix M “Streamlining Techniques for A-E Contracts and Task Orders” can be used, which also serves as the notice to proceed (NTP).

- j. Issue Task Order and perform distribution consistent with local policies and procedures.

4. Describe the differences between TOs issued under a SATOC and MATOC. MATOC requirements follow these steps:

- a. The Contracting Officer must notify all A-E firms within the MATOC pool of the task order requirements. The Task Order Requirement Notice must include a short summary of the scope of work, selection criteria, and a Request for Supplemental Information tailored to the specific task order requirement.

It is not always necessary or required to ask for additional technical information and evaluation to select a task order recipient. It is allowable to use the existing [SF 330](#) and do a desk review of qualifications against the SOW for the task order to determine the most highly qualified firm for the task order.

- b. Receive the Technical Responses for the A-E firms.

c. Evaluate the Technical Responses select the best qualified A-E firm and prepare a Technical Selection Document.

A-E evaluation members should be constituted based on the requirements of [FAR](#) 36.602-2(a) and as listed in [EP 715-1-7](#), paragraph 3-6 Board Membership. Refer to Task 4-2 for further information.

d. Promptly Notify responsive A-E firms of their selection status and offer a meaningful debriefing on the evaluation of their technical response submission.

e. Review the scope of work for understanding, consistency, and clarity.

f. Prepare and issue an RFPP for the task order to the selected A-E.

The RFPP is typically issued by letter to the contractor with the SOW included as an enclosure.

g. Receive an Independent Government Estimate (IGE) consistent with the procedures in [EP 715-1-7](#) Appendices X and Y.

h. Receive the Price Proposal from the A-E firm.

i. Conduct Proposal Analysis and develop Pre-negotiations Objectives (PNO) consistent with [FAR](#) 15.404 and [EP 715-1-7](#) Appendix Z “A-E Price Proposal Analysis.”

j. Prepare POM and submit to the KO for approval.

k. Conduct negotiations.

l. Prepare Price Negotiations Memorandum (PNM) and obtain approval from the KO.

m. Create the TO in the Standard Procurement System/Procurement Desktop Defense (SPS/PD²).

Use the Uniform Contract Format consistent with [FAR](#) 15.204.1 and prepare the TO using the [DD Form 1155](#) “Orders for Supplies or Services.”

Review the basic contract to ensure that all clauses applicable to the TO are included. If not, be sure to include them with the TO.

OCONUS, Theater Business Clearance (TBC), Defense Base Act (DBA) Insurance and other theater specific clauses or information should also be incorporated at this time.

If the action is urgent, an award letter as described in [EP 715-1-7](#) Appendix M “Streamlining Techniques for A-E Contracts and Task Orders” can be used, which also serves as the notice to proceed (NTP).

n. Issue Task Order and perform distribution consistent with local policies and procedures.

Evaluation Preparation and Guidance: Brief the Contract Specialist on the mission and provide them sufficient information that they would be able to explain the steps to execute an A-E task order and applicable processes to include fair opportunity selection criteria and documentation procedures.

<u>Performance Measures:</u>	GO	NO-GO
1. When the USACE National IDIQ Database is available, determine whether a viable (Scope, Capacity, etc.) IDIQ contracts exists	_____	_____
2. Identified the steps for an A-E SATOC Task Order Award	_____	_____
3. Identified the steps for an A-E MATOC Task Order Award	_____	_____
4. Executed a Task Order under a SATOC or MATOC for A-E services	_____	_____

*Task 4-6

Execute Post Award Actions under Architect-Engineer (A-E) Contracts

Conditions: You are assigned as a Contract Specialist and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to execute post award actions under A-E contracts.

Standards: Identify the correct post award actions under A-E contracts process and applicable components.

Performance Steps:

1. Assist the KO with the appointment of a COR in the Procurement Integrated Environment Enterprise – Joint Appointment Module.

The technical management of A-E contracts is an engineering function that must be managed by registered professional engineers/architects from within the engineering element.

CORs must be trained consistent with [USACE Desk Guide](#) Attachment 2, COR Certification and Training Requirements.

CORs must be appointed for all A-E Contract actions over \$25,000 using the Joint Appointment Module (JAM) in the [Procurement Integrated Environment Enterprise \(PIEE\)](#) (<https://piee.eb.mil/piee-landing/>) system. Use JAM to create the COR's profile (experience and training). The COR self-nominates and is approved by their supervisor in JAM. The KO appoints the COR in JAM with specified authorities and duties.

2. Monitor contract performance and ensure designated personnel are using CPARS to complete performance evaluations of the contracts A-E firms.

Regulatory background and general procedures are outlined in [EP 715-1-7](#) Chapter 6 Performance Evaluation.

The steps to resolving performance problems are detailed in [EP 715-1-7](#), paragraph 5-9 Resolving Performance Problems.

3. Ensure payments are processed consistent with applicable regulation clauses and local policy.

Applicable regulatory clauses include [FAR](#) 52.232-10 Payments under Fixed-Price A-E Contracts and [FAR](#) 52.232-26 Prompt Payment for Fixed-Price A-E Contracts.

4. Process required contract modifications, including exercising an option under an IDIQ contract.

Monitor base contract period expiration dates as well as contract capacity to ensure that options are executed in a timely manner.

Notify the Project Manager (PM) or requirements personnel approximately 60 days before the expiration of a contract to determine intent to exercise the option and request completion of the annual CPARS evaluation.

Provide written notice to the A-E consistent with the option clause of the contract, which is typically 30 to 45 days prior to the expiration of the contract.

5. Ensure Subcontracting Plan Reports are submitted consistent with [FAR](#) 19.704, Subcontracting Plan Requirements.

The Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) must be submitted by the A-E using the [Electronic Subcontracting Reporting System \(eSRS\)](#) following the instructions in the eSRS.

6. Ensure the prompt contract close out consistent with [FAR](#) 4.804 to include:

- a. All A-E liability actions resolved.
- b. CPARS performance evaluation(s) prepared, approved, and distributed.
- c. Return of all Government-furnished materials.
- d. Release of claims executed.
- e. Final [SF 294](#) (ISR) and [SF 295](#) (SSR) are submitted.

See [ACC 51C Job Book](#) Task 3-9 “Conduct Contract Closeout”.

Evaluation Preparation and Guidance: Brief the Contract Specialist on the mission and provide them sufficient information that they would be able to explain the post award actions under A-E contracts.

Performance Measures:

GO

NO-GO

- | | | |
|--|-------|-------|
| 1. Identified the steps for post award actions under A-E contracts | _____ | _____ |
| 2. Ensured successful completion of the Architect-Engineer Contracting PROSPECT course | _____ | _____ |

Web Links to more acronyms:

- General: <http://www.ucc.ie/acronyms>
<http://www.acronymfinder.com>
- Army: <https://abbreviations.yourdictionary.com/articles/army-acronyms.html>
- Air Force: https://www.allacronyms.com/air_force/abbreviated
- DLA: <https://www.dla.mil/portals/104/documents/publicaffairs/dla%20acronyms.pdf>
- FEMA: https://www.fema.gov/pdf/plan/prepare/faatlist07_09.pdf
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Glossary

Absolute Aggregate Value (of a modification)

The sum of the cost increases and cost decreases without regard to algebraic sign, i.e., a modification containing requirements increasing the contract cost by \$25,500 and other requirements decreasing the contract cost by \$25,700 would have an absolute value of \$51,200.

Acceleration (Constructive)

An act or failure to act by the Government which does not recognize that the contractor has encountered excusable delays for which he is entitled to a time extension and which requires the contractor to accelerate his schedule in order to complete the contract requirements by the existing contract completion date. This situation may be brought about by the Government's denial of a valid request for a contract time extension or by the Government's untimely granting of a time extension.

Acceleration (Directed)

Order that gives the Contracting Officer the right to order accelerated efforts at no additional cost to the Government if construction falls behind the contract schedule.

Accident

An unplanned event that results in injury, illness, death, property damage, mission interruption, or other loss that has a negative effect on the mission.

Accident Prevention Plan

Contractor or Government plan that describes how each organization will comply with requirements of Corps of Engineers Safety Manual and requirements of other applicable safety documents in protecting all employees and the public from injury or death.

Acquisition

The acquiring by contract with appropriated funds of supplies or services (including construction and Architect-Engineer services) by and for the use of the Federal Government. Acquisition begins at the point when agency needs are established and includes the description of requirements to satisfy agency needs, solicitation and selection of sources, award of contracts, contract financing, contract performance, contract administration, and those technical and management functions directly related to the process of fulfilling agency needs by contract. [[FAR](#) 2.101]

Acquisition Planning

The process by which the Government coordinates and integrates the efforts of all personnel responsible for an acquisition through a comprehensive plan. Its purpose is to satisfy an agency's needs in the most effective, economical, and timely manner and should address how the Government will manage the acquisition through all phases of the acquisition life cycle. [FAR](#) Part 7 addresses policies related to acquisition planning and development of written acquisition plans. Acquisition planning should begin as soon as the agency need is identified. [[FAR](#) 7.104(a)]

Acquisition Review Board

The body established by the District/Division -Engineer to review proposed awards of contracts and modifications to ensure they, satisfy regulatory and procedural requirements and are legally, technically, and financially sufficient. Also known as the Advanced Acquisition Strategy Board.

Acquisition Strategy Meeting

A meeting to determine the method of acquisition that will be used to procure the product or service for the customer. This includes type of contract, source selection method, small business program participation and other considerations.

Acted Interns

Interns funded by and on the rolls of the Department of Army. Also referred to as DA Interns.

Acts of God

An extraordinary interruption by a natural cause, as a flood or earthquake, of the usual course of events that experience, foresight or care cannot reasonably foresee or prevent. An event in nature over which neither the Government nor the contractor has any control.

Adjustment In Estimated Quantities

A contract adjustment pursuant to [FAR](#) 52.211-18, Variation in Estimated Quantities, which allows for field measurement of quantities delivered or performed.

Administrative Change

A unilateral contract change, in writing, that does not affect the substantive rights of the parties such as a change in address of either party or appropriation data. An administrative change does not affect the statement of work, price, or time.

Administrative Contracting Officer (ACO)

An individual delegated authority to modify construction contracts under the following clauses: Changes, Differing Site Conditions, Variations in Estimated Quantity, Value Engineering, and Suspension of Work up to an amount set by the Contracting Officer for each individual action. The ACO is normally the Area Engineer with a warrant below \$500,000.

Administrative Officer

The office within USACE designated by the Contracting Officer to administer the contract or task order. The Administrative Office may be an Area Office or Resident Engineer Office within a District or Center's responsibility.

Advance Acquisition Planning

Advance acquisition planning and analysis formalizes management review of procurement decisions, which are coordinated and integrated to execute the customers' programs and projects. Advance planning will ensure the optimal

procurement method.

Advance Agreement (AA)

Advance agreements are contractual, bilateral agreements that define the treatment of special or unusual costs and the policies and procedures to be followed during the life of the cost-reimbursement contract associated with these cost items. AAs are incorporated into the contract by bilateral modification.

Affiliates

Associated business concerns or individuals if, directly or indirectly, (a) either one controls or can control the other or (b) a third-party controls or can control both. [[FAR 2.101](#)]

Allocation

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

Allotment

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

Annual Year Appropriation

An appropriation account that is available for incurring obligations for a definite period not more than 1-fiscal year.

Appropriation

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

Apportionment

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

Acquisition Planning And Analysis

The process to formalize management review of procurement decisions, which are coordinated and integrated to execute the customer's project requirements. Advanced planning ensures the optimal procurement method, informs the PDT, and involved organizations, including the customer, of the impending workload scheduling requirements, individual project anomalies, and challenges prior to initiation of the acquisition process. Additionally, acquisition planning ensures adequate capacity to

leverage the workforce in meeting the requirements of all customers as well as potential emergency developments.

Acquisition Workforce Qualification Initiative (AWQI)

Acquisition Workforce Qualification Initiative is an employee development tool used to identify job specific gaps in experience, allow for identification of on-the-job developmental opportunities and to capture demonstrated acquisition experience.

Architect-Engineering (A-E) Firm

A vendor hired by USACE to provide services requiring professional and/or architectural license, as defined by state regulatory agencies and laws.

Architect-Engineering (A-E) Negligence

The failure to meet the standard of reasonable care, skill, and diligence that one in the A-E profession would ordinarily exercise under similar circumstances.

Architect-Engineer (A-E) Responsibility Coordinator

Individual residing in the Engineering function who is responsible for overall coordination of the A-E Responsibility program.

Armed Services Board of Contract Appeals (ASBCA)

The administrative board, which renders decisions under the Disputes provisions of DoD contracts, including construction. The board is composed of attorneys. The Board members are designated Administrative Judges.

As-Builts

The contract drawings and specifications, updated by the construction contractor to reflect the actual construction of the project. As-builts incorporate amendments issued during solicitation, modifications during construction, user requested changes, field changes, shop drawing modifications, and contractor designs. Interim or working as-built documents are those that the contractor produces that depict the as-built condition as the construction progresses. Final or record as-built documents are those approved by the Government and furnished to the customer.

Assignment Of Claims

The assignment by the contractor to a bank, trust company, or other financing institution, as security for a loan to the contractor, of its right to be paid by the Government for contract performance.

Automated Information Systems (AIS)

A combination of computer hardware and software, telecommunications information technology, personnel, and other resources that collect, record, process, store, communicate, retrieve, and display information. AISs for USACE include the, Project Planning System (P2), Standard Procurement System/Procurement Desktop Defense (SPS/PD²), Real Estate Management Information System (REMIS), and Resident Management System (RMS).

Award Fee Determination Official (AFDO)

The AFDO approves the award-fee plan and any significant changes. The AFDO will establish an Award Fee Evaluation Board (AFEB) to assist by making award fee recommendations. The AFDO reviews the recommendation(s) of the AFEB, considers all pertinent data, and unilaterally determines the earned-award-fee amount for each evaluation period.

Award Fee Evaluation Board (AFEB)

AFEB members will review performance monitors' evaluation of the Contractor's performance, consider all information obtained from pertinent sources, prepare interim performance reports, and arrive at an earned-award-fee recommendation to be presented to the AFDO. The AFRB will also recommend changes to the Award Fee Plan.

Beneficial Occupancy

Beneficial occupancy is the occupancy of an uncompleted (but functionally complete) building, structure, facility or part of facility for its intended purpose under circumstances which are advantageous to the occupant and which produce relatively little interference with the builder in completing construction. Prior to occupancy by the Using Service, a written agreement between the contractor and the Government is executed listing deficiencies, remaining work, and other conditions of occupancy that must be consummated. Beneficial occupancy may be a contract requirement.

Beneficial Occupancy Date (BOD)

The date, agreed upon by USACE and the customer, when the facility will be ready for useful occupancy and/or installation of equipment/furniture. The [DD Form 1354](#) "Transfer and Acceptance of DoD Real Property" should be completed prior to beneficial occupancy.

Beta.SAM.GOV

A Government publication that announces all solicitations and other contract actions valued at more than \$25,000.

Biddability, Constructibility, Operability, Environmental, and Sustainability (BCOES) Certification

Certification by the Chiefs of Engineering and Construction that all BCOES comments have been resolved and incorporated into the plans and specifications appropriately.

Biddability, Constructibility, Operability, Environmental, and Sustainability (BCOES) Review

A final review of contract documents prior to advertisement of projects to validate the ease with which a designed project can be understood, bid, built, administered, and executed. The ease with which the finished project can protect air, water, land, animals, plants, and other natural resources during construction and operation of the project. See [ER 415-1-11](#) for more information.

Bilateral Modification

A supplement agreement to the contract, which the Contracting Officer and the contractor have agreed to a change in the statement of work, price, and/or time adjustment. The modification is signed by the contractor and the Contracting Officer. Bilateral modifications are used to make negotiated equitable adjustments resulting from the issuance of a change order; and reflect other agreements of the parties modifying the terms of the contracts.

Borrow Easement

A perpetual easement needed to excavate materials to construct facilities of a project. Typically used if the need is long-term, otherwise for short-term use, a temporary easement is acquired by Real Estate Division.

Building Codes

Codes used to establish construction standards, including life safety codes for states and municipalities. Codes may vary by location and may be supplemented by local regulations.

Center Contracting Chief (CCC)

The senior contracting chief within a USACE Contracting Center and is the managerial arm for the delivery of contracting services within their organization. Responsibilities include acquisition strategy, manpower management, manpower development, budget development, process standardization and policy dissemination and implementation within their organization.

Certified 8(a) Firm

A small business firm owned and operated by socially and economically disadvantaged individuals eligible to receive federal contracts under the Small Business Administration's 8(a) Business Development Program.

Change Order (Constructive)

An act or failure to act by the Government, which is not a directed change order, but which has the effect of requiring the contractor to accomplish work different from that required by the existing contract documents.

Change Order (Directed)

A directive issued by a unilateral contract modification, which requires the contractor to accomplish work different from that required by the existing contract documents and where the changed work requirements fall under the general scope of the contract and within the physical limits of the construction site.

A written order, signed by the Contracting Officer, directing the contractor to make a change that the Changes clause authorizes the Contracting Officer to order without the contractor's consent. [[FAR 2.101](#)]

Change Work

Contract requirements altered by a change order or modification.

Civil Works

Program that includes water resource development activities such as flood risk management, navigation, recreation, infrastructure, and environmental stewardship.

Claim

A written demand for time, money, or both asserted under a contract. [[FAR](#) Part 33]

A written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. However, a written demand or written assertion by the contractor seeking the payment of money exceeding \$100,000 is not a claim under the Contract Disputes Act of 1978 until certified as required by the Act. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, by written notice to the Contracting Officer as provided in [FAR](#) 33.206(a), if it is disputed either as to liability or amount or is not acted upon in a reasonable time. [[FAR](#) 2.101]

Commit Funds

The informal reservation of funds for a proposed contract action.

Commitment

A firm administrative reservation of funds, based upon firm procurement directives, orders, requisitions, or requests, which authorize the creation of an obligation without further recourse to the official responsible for assuring that funds are available. A commitment is NOT an obligation of funds.

Community of Practice (CoP)

Groups of people, who regularly interact to collectively learn, solve problems, build skills and competencies, and develop best practices around a shared concern, goal, mission, set of problems, or work practice. CoPs cut across formal organizational structures and increase individual and organizational agility and responsiveness by enabling faster learning, problem solving, and competence building; greater reach to expertise across the force; and quicker development and diffusion of best practices. CoP structures range from informal to formal and may be referred to as structured professional forums, knowledge networks, or collaborative environments around a shared concern, goal, mission, set of problems, or work practice.

Command Advocate For Competition

An individual responsible for challenging barriers to and promoting full and open competition in the acquisition of supplies, services, and construction. The competition advocate approves or disapproves requiring activity justifications for other than full and open competition or recommends approval or disapproval if more than his/her level of approval authority.

Conflict In Plans And Specification

Statements or meanings in the contract specifications and/or drawings, which cannot be reconciled by reasonable interpretation on the part of the contractor and may require that the Government make an interpretation between alternatives. This may be done under the provisions of contract clause "Specifications and Drawings for Construction" or, if the Government's interpretation ultimately exceeds minimum specification(s), a change order will be required to correct the ambiguousness in the contract documents.

Consent Of Surety

An acknowledgment by a surety that its bond given in connection with a contract continues to apply to the contract as modified.

Consolidated Command Guidance (CCG)

Guidance issued annually by Headquarters USACE that provides a summary of USACE strategic direction, resource guidance, and performance requirements for the upcoming fiscal year (FY) and two out years (FY+1 and FY+2). CCG identifies ceilings, targets, and limitations along with estimates for centralized billings.

Consolidated Departmental Overhead Rate

A rate applied to direct labor to recoup the overhead expense for Contracting, Construction, Engineering, Planning, Program and Project Management and Real Estate Divisions or functions.

Construction

Construction means construction, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property. For purposes of this definition, the terms "buildings, structures, or other real property" include, but are not limited to improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, and channels. Construction does not include the manufacture, production, furnishing, construction, alteration, and repair, processing, or assembling of vessels, aircraft, or other kinds of personal property. [[FAR 2.101](#)]

Construction Deficiency

Construction activities identified to be unsafe or lacking in specified contract requirements. These deficiencies may be identified by contractor personnel (including CQC Manager), Government personnel, or customer representatives involved in the project.

Construction Division

The function primarily responsible for ensuring execution of projects during the construction phase.

Construction General Funds

Funds for asset type civil works construction.

Construction In Progress (CIP)

An asset for which construction or acquisition is not yet complete.

Construction Management Services (CMS)

The general services provided by Construction Division staff or by an Architect-Engineer (A-E) or professional service firm to monitor the construction contract activities.

Construction Management Team (CMT)

The Construction Division Field Office Contract Administration Team. May include others as needed and may function as a virtual team. The CMT is a subset of the PDT.

Construction Site Environment Survey And Clearance

Survey conducted for military construction activities to ensure that civil and/or military funded construction workers of the district and USACE Division employees will not labor under conditions resulting in exposure to hazardous, toxic or radioactive wastes.

Construction Wage Rate Requirements Statute

40 U.S.C. chapter 31 , subchapter IV, Wage Rate Requirements (Construction), formerly known as the Davis-Bacon Act, provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the United States, must contain a clause that no laborer or mechanic employed directly upon the site of the work receive less than the prevailing wage rates as determined by the Secretary of Labor.

Construction Wage Rate Requirements Wage Determinations

The Department of Labor is responsible for issuing wage determinations reflecting prevailing wages, including fringe benefits. The wage determinations apply only to those laborers and mechanics employed by a contractor upon the site of the work including drivers who transport to or from the site materials and equipment used during contract operations. Determinations are issued for different types of construction, such as building, heavy, highway, and residential (referred to as rate schedules), and apply only to the types of construction designated in the determination.

Construction Authority Program

A group of 10 legislative authorities under which the Secretary of the Army, acting through the Chief of Engineers, is authorized to plan, design, and implement certain types of water resource projects without additional project specific congressional authorization.

Contract (as related to Government activities)

Any type of agreement or order for the procurement of supplies or services.

A mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to): awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For a discussion of various types of contracts, see FAR Part 16. [[FAR 2.101](#)]

Contract Action Report (CAR)

Contract action data required to be entered into the Federal Procurement Data System – Next Generation (FPDS-NG). The CAR, which tracks dollars awarded, types of contracts, types of businesses, and other related information, is prepared in the Standard Procurement System (SPS) and transmitted to the FPDS-NG site.

Contract Change

Any variation from the terms or requirements of a contract. Commonly called "change" or "modification."

Contract Clause

Any general, special, or technical clause, or part thereof, of a contract.

Contract Completion Date

Date(s) established by the contract or as modified for completion of all or of specified portions of work.

Contract Files

Files pertaining to all types of contracts, to include specific military, civil, and environmental remediation contracts.

Contract Management Procedures (CMPs)

CMPs are contractual, bilateral agreements that define policies and procedures to be followed during the life of the cost-reimbursement contract.

Contract Modification

Any written change in the terms of a contract. [[FAR 2.101](#)]

Contracting Officer (KO)

A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. [[FAR 2.101](#)]

Contracting Officer's Decision (COD)

See "Final Decision."

Contracting Officer's Representative (COR)

A representative of the Contracting Officer who has the authority to administer a contract according to the contract terms, as described in his/her appointment letter/letter of authority.

A person designated in writing by the Contracting Officer to assist in the technical monitoring or administration of a contract. The individual designated as COR by the KO must be a Government employee and be properly trained. The designation does not include any authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract. For construction contracts, the COR will generally be a person other than the (ACO).

An individual delegated limited authority from the Contracting Officer to administer a contract. Generally, the COR is authorized to approve submittals and schedules, and to coordinate the work of the contractor. The COR may recommend to the KO whether or not to approve progress payments. A COR is not authorized to change the contract or to obligate the Government to additional costs.

Contractor Markups

Drawings generated by the construction contractor that reflect the actual construction of a project. They can be submitted as paper markups or electronic CADD files.

Contractor's Working Limits

A term used to designate the area the Contractor is restricted to in accomplishing the work. Mainly used on military or civil works projects where the work is on property already owned or controlled by the Government or local sponsor, and no new real estate acquisition is required.

Contract Performance Assessment Reporting System (CPARS)

The DoD automated system that collects and maintains all contractor past performance evaluations for services, construction and architect-engineer contract actions satisfying certain monetary thresholds.

Conveyances

Real estate documents transferring title to real property from Government to other entities.

Corps Of Engineers Guide Specifications

Specifications issued by USACE to define requirements for work features that occur in the construction of facilities on a repetitive basis and establish the form to be used for the technical provisions of construction contract specifications.

Corrected Final Submittal

Documents that have been completely processed through design, Independent Technical Review (ITR), incorporation of ITR comments and back-checking of resolutions. These documents represent the final product after resolution of all final

review comments. Once the certification process is complete, this package may be labeled as Certified Final.

Cost Analysis

A detailed evaluation of the specific cost elements of a proposal to appraise the cost elements allowability, allocability, and reasonableness.

Cost Breakdown

The separation of total costs into identifiable elements, i.e., labor, materials, equipment, subcontracts, overhead, profit, etc.

Cost Contract

Provides for the actual costs of completing the contract. The contractor receives no additional fee.

Cost Or Pricing Data

All facts as of time of the price agreement that prudent buyers and sellers would reasonably expect to effect price negotiation significantly. Cost or pricing data is required for proposals to be negotiated that are expected to equal or exceed \$2,000,000 (aggregate total).

Cost Plus Award Fee

A cost reimbursable contract where the contractor's award fee is determined based upon periodic evaluations of specific measurable areas of performance. Requires an Award Fee Evaluation Board (AFEB) and Award Fee Determining Official (AFDO).

Cost Plus Fixed Fee

A cost-reimbursement contract that provides for payment to the contractor of a negotiated fee that is fixed at the inception of the contract. The fixed fee does not vary with actual cost but may be adjusted because of changes in the work to be performed under the contract.

Cost Plus Incentive Fee

The contractor receives reimbursement plus an adjustable fee based upon relationship of total actual allowable costs to total target costs. The initial contract will establish targets for cost and fee, as well as a minimum and maximum fee and a formula for fee adjustment.

Cost Sharing Contracts

A cost reimbursement contract in which the contractor receives no fee and is reimbursed only for an agreed upon portion of its allowable costs.

Criteria Requirements

The PMP and established USACE guidance including design manuals, guide specifications, design standards, Engineer Technical Letters (ETL), Engineer Regulations (ER), Army Regulations (AR), Federal Acquisition Regulations (FAR),

Federal/State regulations, and other documents against which contract documents are reviewed for conformance.

Current Working Estimate (CWE)

The latest available cost estimate on a particular project. The estimate includes the estimated contract cost, an allowance for contingency reserve, and an allowance for supervision and administration costs.

Customer

Customer, as used in USACE may be several people/organizations. In general, the customer is any individual or organization for which USACE delivers projects, or services to meet specific needs. Customers may be either external or internal to USACE.

Any Government or civilian organization/entity or person requesting a planning, engineering, or construction product or service from USACE, and for which consideration is granted. Customers may be either external or internal to USACE. Customers can consist of (a) the taxpayers; (b) taxpayer representatives in Congress; (c) the sponsors of the agency; (d) the managers of an agency program; (e) the recipients of the agency's products and services.

Customer Complaint

Communication, verbal or written, from the customer who expresses dissatisfaction with a product or service.

Customer Order

Funding received via Military Interdepartmental Purchase Request (MIPR) from external customers.

Damages

The increased costs to a contractor resulting from Government acts or omissions affecting the contract but not incorporated into a change order. The value of the loss to the Government resulting from contractor acts or omissions.

DAWDF Interns

Interns paid for by Defense Acquisition Workforce Development Fund (Section 852). These interns are on the District rolls. Also referred to as Section 852 Interns.

DD Form 2579

The DD 2579, "Small Business Coordination Record," is required for any procurement action over \$10,000, except those less than Simplified Acquisition Threshold that are totally set-aside for small business.

A Department of Defense form which describes the nature of a project and the planned method of its acquisition. This form is used to document the selected method of acquisition of the required product. It requires signatures of the Contracting Officer, the

Small Business Administration Representative, and the District Deputy for Small Business.

Decision Document

A decision document is any report prepared for the purpose of obtaining project authorization or modification, commitment of Federal funds for project implementation, and approval to spend/receive funds as a result of entering into agreements with other agencies or organizations including those to obtain Congressional authorization.

Defective Specifications

Specifications (and/or drawings) which contain errors, omissions, or conflicts whose effect is to prevent the contractor's performance in a reasonable manner.

Defense Contract Audit Agency (DCAA)

The Government agency that performs external audits of offeror/contractor cost proposals and/or claims for USACE. Services for other than DoD contracts are provided by DCAA on a reimbursable basis.

Deficiency

A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Definable Feature Of Work

A task, which is separate and distinct from other tasks and has separate control requirements. For example, definable features for concrete would be formwork; reinforcing and imbedded items; placement including mix design; finish, etc.; and curing.

Definitization

The agreement on or determination of contract terms, specifications, and price, which converts the undefinitized contract action to a definitive contract action.

Delay

A significant slowing down or stopping of a contractor's scheduled progress in completing work required under a contract. This may be caused by acts of the Government or contractor, or from something beyond the control of either, and may be either excusable or inexcusable.

Deliverable

The product of engineering and design efforts. Typically, this would be the concept submittal and the corrected final design. A deliverable may have multiple phases.

Departmental Overhead (DOH)

Costs incurred within technical offices of the districts, which are not attributable to a specific program/project.

Departmental Overhead Rate

Rate of individual district technical organizations applied to labor to recoup that organization's overhead expense.

Deputy District Engineer For Program And Management

The civilian deputy to the District Commander. Also is the Chief of Planning, Program and Project Management Division (PPMD); or Program and Project Management (dependent upon District).

Deputy For Small Business

The individual responsible for promoting small business participation in contracting.

Description Of Change

Information in the form of narrative on new or revised drawings or specifications provided by the Government to the contractor to define the requirements of a contract change order.

Design

The process of (1) developing the analysis that defines the required technical systems (e.g. geotechnical, hydraulic, architectural, structural, electrical, mechanical, fire protection) that will be utilized; (2) producing the technical portions of the construction contract documents (i.e., drawings and specifications); and (3) preparing the construction cost estimate.

Design Change

A change for which redesign effort is required. A design change materially affects the approved requirements, the basis of design, the existing scope of the contract plans and specifications, or operating capability of the facility.

Design Deficiency

A design/engineering effort that fails to comply with specified criteria, contains design errors, omits information, lacks adequate coordination between disciplines, fails to meet specified requirements of the District Design Guide for Military Construction (WI-06-01-02), or lacks in the design quality expected to be produced by Engineering staff.

Design Liability

Legal and financial accountability for the adequacy and safety of a design.

Design Responsibility

The final and total responsibility for ensuring the correctness of design, specifically the adequacy and safety of the structure or system. Design liability is included in design responsibility according to the "Responsibility of the Architect-Engineer Contractor" clause set out in [FAR 52.236.23](#), and according to [ER 415-1-10](#).

Design Review And Checking System (DrChecks)

A web-based tool to automate construction design reviews. DrChecks allows entry of review comments by the reviewer, automates the transfer of comments to the designer, allows the designer to enter responses, and captures all continuing dialogue between the designer and reviewer. DrChecks is part of the ProjNet3 web service developed at the Construction Engineering Research Laboratory (CERL).

Design Team Leader

The individual having the leadership role in the production of the product. For engineering products, this individual is the Project Engineer/Architect (PE/A). For projects of a particularly complex or controversial nature, the PE/A must be a registered professional.

Designer

An individual who has professional design responsibility for certain features of a project involving one or more engineering and design disciplines, e.g., architectural, structural, mechanical, electrical, and professional accountability. May reside within USACE Engineering Division, Architect-Engineer (A-E) firm, construction contractor, or a supplier/vendor/manufacturer. See USACE Quality Management System (QMS) Enterprise Standard ES-08007, "Engineer of Record and Design Responsibility" and [ER 1110-1-8152](#), "Professional Registration and Signature on Design Documents".

Designer Of Record (DOR)

Also known as Engineer of Record (EOR). The agency (Architect-Engineer (A-E), in-house designer, or contractor) that is ultimately responsible and liable for the adequacy and safety of a design. For in-house designs, EOR is the Chief of Engineering or delegate. For A-E designs, the EOR is the principal of the firm who is in charge of the project. For VECPs or certain other extensions of design, other than structural steel connections, the construction contractor's registered/certified engineer or designer, if required by the specifications, becomes liable and responsible for their design element.

Differing Site Conditions

Refers to (1) subsurface or latent physical conditions at the site differing materially from those indicated in the contract and (2) to unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as being inherent in work of the character provided for in the contract.

Direct Appropriation

Funds appropriated by Acts of Congress and distributed through Command channels by the Office of Management and Budget (OMB). For the U.S. Army Corps of Engineers (USACE), the flow of funds is from OMB, to the Department of Defense (DoD), the Department of the Army (DA), USACE Headquarters (HQUSACE), then to the District via a Funding Authorization Document (FAD). These funds are referred to as direct funds.

Direct Charge

Costs directly related to the accomplishment of a program/project, and as a result are charged directly to the project (i.e. labor, travel, contracts, equipment, etc.). A direct charge must be associated with a specific program/project or a reimbursable order.

Direct Costs

Cost of the materials, supplies, equipment, and prime contractor or subcontractor work and labor that go into and can be clearly identified with a particular phase of construction, i.e., paving, roofing, etc.

Direct Labor

Burdened labor charged directly to a program/project.

Direct Labor Charging Rule

Time equal to or more than 15 minutes spent directly supporting a program/project should be charged to that program/project. Time does not have to be consecutive to be charged – it can be cumulative during the day.

Direct Supervisory Control

This is a term utilized by state boards of professional registration as an absolute requirement before a registered engineer may sign/seal professional work. It means that this individual has direct control or dominion over the work and can control the direction and scope of the project at any point in time. The registered engineer is not required to perform all the drafting, calculations, reproduction, and computer techniques, which can be done by others, but direct input, control, and ability to change the documents must remain with the responsible professional engineer. The engineer must be qualified professionally through experience or training to do the work. Finally, the registered engineer can sign only that portion of the work developed by the registrant or under his/her immediate personal supervision.

Directorate Of Contracting

The organization responsible for providing contracting services to USACE and its customers. The DOC is an integrated network of contracting offices that spans the globe – 57 sites in the Continental United States (CONUS) and Hawaii, Alaska, Korea, Japan, Germany, Kuwait, Afghanistan, and Iraq. Members of the DOC serve as business advisors and play a critical role in the planning and execution of USACE projects.

Disputes

A disagreement as to a question of fact or contract interpretation, which cannot be resolved to the mutual satisfaction of the contracting parties. A dispute may arise because of a Contracting Officer's (KO) denial of a contractor request for an equitable adjustment or refusal to pay an invoice.

District Functional Chiefs

Chiefs of Engineering; Planning, Programs and Project Management; Construction; Operations; and Real Estate and Contracting.

District Mission And Functions

District offices are focused on traditional mission execution of the work. Coordination and assignment of work may be made by the Major Subordinate Command (MSC). The mission is accomplished by the District Commander exercising command and control of the District, quality control of projects and work products and co-production with Partners, District customers and other Districts. District offices also provide support to the Region as determined by the MSC. Typically, missions of a district are the execution of traditional U.S. Army Corps of Engineers (USACE) programs and projects according to appropriate laws, policies, and regulations. Programs/projects include but are not limited to:

- Preparing, planning, and engineering studies and designs;
- Constructing military, Civil Works, and other facilities;
- Supporting Army and Air Force Installations with facilities engineering, environmental, real estate, and other technical support;
- Operating and maintaining flood control, and river and harbor facilities and installations;
- Administering the USACE's Regulatory program;
- Acquiring, managing, and disposing of real estate;
- Performing hazardous, toxic, and radioactive waste missions;
- Implementing the USACE's Dam Safety Program; and
- Conducting emergency operations pursuant to special statutory authorities.

District Rates

The target rates that the districts measure themselves against. Every district has its own target rates. Rates are computed based on regionally approved district operating budget projections. Every district must meet their target rate for the Region to meet its associated rates. If the district rate is greater than the regional rate, the district is receiving income from the Region. If the district rate is less than the regional rate, the district is contributing income to the Region.

District Support Teams

Cross-functional teams at the Division/Region (Major Subordinate Command (MSC)) that facilitate resolution of issues and champion district causes.

Easement
A privilege or right, which the owner of one parcel of land may have to use or enjoy the lands of another; i.e., a right-of-way.

Economy Act Order

Conditional authority for a Federal Agency to provide goods and services to another Federal Agency consistent with 31 U.S.C. 1535. An Economy Act order would be one in which DoD funds were transferred to a Federal agency other than DoD for awarding of a contract action.

Effective Rate

The rate required to recoup base salary, locality pay, Government contributions, and leave. This rate is applied to the regular hourly rate of pay when you work to recoup productive and non-productive (annual leave, sick leave, etc.) hours. It is not applied to overtime hours because overtime has already been accounted for within regular hours.

Efficiency Loss

As related to overtime work, weather, crowding, rescheduling, etc., the loss in productivity of labor and equipment required to perform a given task. This may result from actions of the Government under a contract clause. This is usually expressed as a percentage of direct labor.

Electronic Commerce

Electronic techniques for accomplishing business transactions, including electronic mail or messaging, World Wide Web technology, electronic bulletin boards, purchase cards, electronic funds transfer, and electronic data interchange. [[FAR](#) Part 2.101]

Electronic Funds Transfer (EFT)

Payments made by electronic funds transfer to a financial institution.

Empowerment

Authority to exercise judgment and act, with concomitant responsibility for resultant positive or negative consequences.

ENG Form 93

Payment estimate (invoice) form used for construction and Architect-Engineer contracts.

ENG Form 3394

USACE Accident Investigation Reporting form.

Engineer Of Record (EOR)

A.k.a. Designer of Record (DOR). The agency (Architect-Engineer (A-E), in-house designer, or contractor) that is ultimately responsible and liable for the adequacy and safety of a design. For in-house designs, the EOR is the Chief of Engineering or delegate. For A-E designs, the EOR is the principal of the firm who oversees the project. For VECPs or certain other extensions of design, other than structural steel connections, the construction contractor's registered/certified engineer or designer, if required by the specifications, becomes liable and responsible for their design element.

Engineering Change

See "Design Change."

Environmental Analysis Team

Members from the Planning and Engineering functions assigned to the PDT to prepare the Environmental Permit Actions Checklist.

Environmental Baseline Study

Documentation based on a search of available agency records and physical site investigation to document whether or not there is any evidence that property has been contaminated with hazardous or toxic materials/waste during the time the property was held under Government ownership.

Equitable Adjustment

A contract adjustment in price and/or time to compensate the contractor for expense or delay incurred due to actions or inactions of the Government or to compensate the Government for contract reductions. The objective of an equitable adjustment is to put the contractor in the same financial position after the change as he was in before the change was issued.

Essayons

Let us try!

Estimated Quantity

The quantity indicated in the bid schedule estimated to be that required to complete an identifiable item of work.

Excusable Delay

A delay in the work for which, under the terms of the contract, a time extension can be granted.

Expedite/Fast Track

Completion of engineering and design effort that incorporates maximum use of simplified design tools such as abbreviated specifications and bound in sketch drawings, digital photos, etc. Expedited design can also include a single checker/reviewer completing the support effort as work completion progresses.

Expediting

Requiring and/or paying an additional price for contract completion before the contractual completion date of a construction contract. [See [DFARS](#) 236.270]

Expenditure

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

Extensions Of Design

A design element that is intentionally not completely developed by the Project Designer but is left for the contractor to perform. The intent of an extension of design is to obtain a more cost-effective product for the Government through maximizing competition and taking advantage of standardized industry procedures. This occurs either when the project Design-Bid-Build designer elects to have, or when the project specifications direct, the contractor to furnish the completed design.

External Customer

A customer is any organization, agency, or person who uses or receives the product or services that USACE Districts and Regions provide.

Fact Finding

Obtaining information to understand and evaluate a contractor or Architect-Engineer proposal and its assumptions, and to clarify any ambiguities, omissions, or uncertainties in the proposal or statement of work prior to negotiations.

Federal Supply Code (FSC)

The FSC is a four-digit code used to classify every procurement action. This code is used in the advertisement process to categorize the type of construction activity being advertised. This helps identify a list of prospective bidders for the project. Those firms/suppliers, which have filed information with the district indicating interest in any activity with an FSC identical to that of the project being advertised, will automatically be notified with a copy of the Advance Notice. A list of codes is published in the Federal Procurement Data System Product and Service Codes Manual. This manual is available at <https://psctool.us/references>.

Field Change

A change that does not materially affect the requirements as shown in the approved design of the facility. A field change occurs when it is necessary to make minor revisions to the contract plans and specifications to adjust to actual field conditions encountered.

Field Office

As applied to the Corps of Engineers, any area, resident, or project office managing contracts.

Field Office Overhead (FOOH)

Indirect costs that are incurred on a project and can be attributed directly to the contract, such as maintaining a job office on site. Field office overhead differs from direct costs in that field office overhead costs are not allocable to a single work item but are distributed to the entire contract.

Final Contract Payment

The last payment made by the Government to a contractor for all work performed under the contract. This is accomplished by marking the last pay estimate with the word "Final."

Final Decision

The Contracting Officer's Final Decision is a written document furnished the contractor under the provisions of the Disputes Contract Clause. It contains a "Findings of Fact" and the Contracting Officer's conclusions on the claim based on the Findings of Fact and notice of the Contractor's rights of appeal.

Final Or Record As-Built Drawings

The final product approved by the Government and furnished to the customer.

Final Review Submittal

The submittal of design documents that the designer believes to be 100% complete but the documents have not yet gone through the final review and subsequent correction of any errors or omissions.

Fiscal Completion

The date all design and construction funds allocated to the project have been returned, CEFMS Work Item(s) closed and the CEFMS Construction-in-Progress (CIP) account transferred and closed.

For Information Only Submittal

Contract submittals not required to be approved or accepted by the Government. The Government acts at its discretion only and is not bound by contract to act upon ("F" Action Code – Receipt Acknowledged).

Full Time Equivalent (FTE)

For budgeting and manpower purposes, an FTE is 2080 regular work hours. Overtime is reported separately.

Functional Chief

A name used in lieu of Division Chief.

Functional Organization/Office

Organization structure in which staff are grouped by technical specialty or management approach. Typical functional organizations in USACE include Program Management, Engineering, Construction, Operations, Contracting, Real Estate, Resource Management, etc.

Fund Allocation Document (FAD)

Provides direct funding to the District via the Program Budget Allocation System (PBAS).

Funded Work Item

Element of work for which funds have been specifically identified.

Funds Available

Funds available for commitment or obligation.

Government Accountability Office (GAO)

Investigative arm of the U.S. Congress and the Congressional “watchdog” supporting Congress in meeting its constitutional responsibility to the American people to improve the performance and accountability of the federal Government. The GAO responds to Congressional requests for oversight, review, and evaluation of federal agencies and recipients of federal funds. Agency with authority to make rulings on protests and unauthorized commitments.

General & Administrative (G&A) Overhead

Costs that are incurred for the general operation of the business that cannot be identified to a specific project or cost center. These costs are frequently referred to as home office expense.

Government Approval (GA) Submittal

Construction contract submittals required to be approved or accepted by the Government. A submittal that is contractually required to be given Government approval or disapproval action ("G" action.)

Government-Caused Delay

An action or inaction by the Government, which results in a significant delay of a contractor's scheduled progress in completing work, required under a contract. This is an excusable delay.

Government Estimate (GE)

Independent construction cost estimates prepared in as great of detail as the plans and specifications, and as if the Government were a fully equipped contractor in competition for the contract award. An independent estimate of time and price prepared by the Government prior to negotiations with a contractor on change orders and supplemental agreements.

Government Furnished Property

That property or equipment to be furnished to the contractor at a specified location and at a specified time by the Government at no cost to the contractor according to contract clause [FAR](#) 52.245-1, Government Property.

Government Purchase Card

A credit card program used to purchase goods and services required by the Districts and readily available in most communities.

Home Office Overhead (HOOH)

See "General and Administrative Overhead."

Impact Costs

Impact costs are those costs related to the indirect effects of a change order where indirect effects may be described as nonstructural changes, ripple effect, or changes to the unchanged work.

Implementation Document

Any document prepared for purposes of executing a project according to its authorization. Examples are design documentation reports, plans and specifications.

Inch-Pound Measure System

A system of measurement based upon the yard and pound, commonly used in the

United States, and defined by the National Institute of Standards and Technology.

Incident

Any accident that occurred and that may result in the potential for, or has resulted in: injury, fatality, damage to property or equipment, or vehicular damage, or that could result in unfavorable criticism of the U.S. Army Corps of Engineers (USACE). There are several possible types of incidents, and all incidents will eventually be classified as one or a combination of them. They are property damage accident, a near miss accident, a lost time accident, or unfavorable criticism.

Indefinite Delivery Indefinite Quantity (IDIQ) Contract

A specific type of contracting method used when there is a recurring requirement for a particular type of work or quantity of material, but the timing and/or full extent of the requirement is not certain at the time of contract award. The contract establishes all the terms for the type of work and materials during a fixed period and specific orders are placed when the need arises. IDIQ contracts include a guaranteed minimum and a maximum Not to Exceed (NTE) total value.

Indefinite Delivery Indefinite Quantity (IDIQ) For Design Build

A construction IDIQ contract (whether single or multiple award) which allows the design and construction of a project to be accomplished by the same contractor under a single task order.

Independent Technical Review (ITR)

A review by a qualified person or team, not affiliated with the development of a project/product, for the purpose of confirming the proper application of clearly established criteria, regulations, laws, codes, principles, and professional procedures. It includes the verification of assumptions, methods, and level of complexity of the analysis. It also verifies the evaluated alternatives, the appropriateness of data used, reasonableness of the results, and functionality of the product relative to the customer's requirements.

Independent Technical Review (ITR) Certification

Process of certifying that an ITR was performed, requiring signatures of all design team members and ITR team members, followed by the Chief Engineering Division certifying that all issues resulting from ITR have been adequately considered.

Independent Technical Review (ITR) Team

An interdisciplinary group formed to perform the Independent Technical Review.

Indirect Costs

Indirect costs are those costs that cannot be attributed to a single item or unit of construction work, i.e., overhead.

Indirect Labor

Burdened labor not charged directly to a project (i.e., G&A labor, DOH labor).

Industry Standards

Standards prepared and published by national or international industrial organizations that are used to define products and product features. These range from detailing standards such as Architectural Graphics Standards, to design standards such as American Association of State Highway Transportation Officials, to product description manuals such as American Society for Testing and Materials.

Interagency Acquisition

A procedure by which an agency needing supplies or services (the requesting agency) obtains them from another agency (the servicing agency). [See [FAR](#) Part 17.]

Interim Or Working As-Built Drawings

The drawings that the contractor produces that depict the as-built condition of the facility or project.

Intermediate Completion Dates

Dates established in a contract for completion of designated facilities or features of a facility before the date for completion of all work under the contract.

Internal Customer

Any USACE Headquarters (HQUSACE), Regional, or District organization or specific teams or individuals within such organizations, for which services or products are provided.

Internal Review Process (Technical Check)

Detailed review and design checks, which must be carried out as routine management practice. Such review includes checking basic assumptions and calculations. These checks are performed by staff responsible for the work, such as supervisors, work leaders, team leaders, or designated individuals from the senior staff and must be performed prior to Independent Technical Review of the deliverable. A design check should include a comprehensive evaluation of:

- The correct application of methods;
- Adequacy of basic data;
- Correctness of calculations (error free);
- Completeness of documentation;
- Compliance with guidance and standards; and
- Biddability, constructability, operability, environmental, and sustainability.

Invitation For Bid (IFB)

An invitation for bid (IFB) refers to the procurement method under sealed bidding whereby the Government seeks competitive bids, opens sealed bids at a public opening of bids, evaluates bids without discussions and awards to the responsible bidder whose bid, conforming to the IFB, will be the most advantageous to the Government,

considering only price and price-related factors. Authorized and guided by [FAR](#) 14, Sealed Bidding.

Job Order Contract (JOC)

A type of IDIQ contract as prescribed in [AFARS](#) 5117.90. An expedited construction procurement method that requires limited engineering effort to facilitate construction start. Job Order Contracting is a way for organizations to get numerous, commonly encountered construction projects done quickly and easily through multi-year contracts. JOC reduces unnecessary levels of engineering, design, and contract procurement time along with construction project procurement costs. With an emphasis on partnering and teamwork between owners and contractors, JOC provides the methodology to execute a wide variety of indefinite delivery, indefinite quantity, fixed price, multiple simultaneous orders for construction, renovation, rehabilitation, and repair work for facilities and infrastructures. The JOC contractor provides “on call” construction services from concept to closeout.

Joint Venture

A formal arrangement in which two or more unaffiliated companies form a legal partnership to act as a potential prime contractor on an individual Government contract [[FAR](#) 9.601(1)].

Lab

Laboratory, either Government or commercial, used for testing required under most U.S. Army Corps of Engineers (USACE) contracts.

Latent Defect

A defect that exists at the time of acceptance but cannot be discovered by a reasonable inspection. [[FAR](#) 2.101]

Lead District

The District assigned project execution responsibility. In most cases, this is the geographic District based on the appropriation language. (See also Support District.)

Lessons Learned

Past experiences, recognized potential problems, or better business practices that are captured and shared to (1) prevent the recurrence of repetitive design/construction deficiency, (2) warn of faulty design requirements/criteria, (3) clarify interpretation of guide specifications or standards, (4) reduce the potential for mistakes in high risk/probability areas of concern, (5) pass on information specific to an installation or project, and (6) promote a good work practice that should be promoted for repeat application.

Letter Of Intent

An expression of interest from Local or Cost Share Sponsor stating that the sponsor is ready, willing, and able to participate as a cost share sponsor for the potential Civil Works Project.

Life Safety/Fire Protection Plan

Sheet in the project drawings of the building floor plan locating life safety, Americans with Disabilities Act (ADA), and/or fire protection elements from all disciplines. The elements shown are in the appropriate discipline project drawings; however, the life safety/fire protection plan brings all such elements together for review and representation of overall design intent for meeting Codes.

Limit Of Authority

The monetary amount stated in the delegation of ACO authority beyond which the ACO has no authority to act under the pertinent contract clause; or the authority set out by regulation beyond which the designated person has no authority to act.

Liquidated Damages (LD)

A compensation for probable actual damages the Government would incur if performance were not complete by the time specified in the contract.

Local Configuration Manager

The individual who initiates projects in P2.

Major Subordinate Command (MSC) Missions And Functions

A division or region under Headquarters USACE. Division offices are focused on creating conditions for success that enable the achievement of missions through the accomplishment of command and control, regional interface, program management, quality assurance, and operational planning and management.

The Regional HQ level is focused on the operational planning and management of the regional civil works and military programs, regional program management including budget development and defense, regional relationships, and quality assurance. Regional HQs have responsibility and authority to utilize all regional resources efficiently and effectively, consistent with law, to execute the regional missions emphasizing regional focus areas. The Regional HQ, through exercising its quality assurance responsibility, ensures that appropriate quality control processes and systems are in place within the region to achieve quality projects and products that meet the expectations of USACE's partners and stakeholders.

Management Information System

System used by the contractor to manage the planning, scheduling, cost estimating, budgeting, accounting, quality assurance, procurement, material management, and financial aspects of a project.

Market Research

Collecting and analyzing information about capabilities within the market to satisfy agency needs. [\[FAR 2.101\]](#) Continuous process of gathering data on the market's capabilities and business practices. As project complexity increases, the market research complexity increases as well.

Matrix Organization

Any organizational structure in which individuals share a responsibility within their organization and as responsible members assigned to teams.

Matrix Team

Group of people working across organization boundaries for a common purpose.

Memorandum Of Agreement

A written agreement between the U.S. Army and another Federal agency, State, or local Government, for transferring a technical mission to USACE.

Memorandum Of Understanding

Written responsibilities and procedures to follow during transfer of the facilities and during all warranty periods established by USACE Construction Agent (CA) for each customer.

Mentoring

Guiding and assisting in development of individual and group skills to enhance performance, by freely giving the benefits of one's knowledge and experience to others.

Metric Measurement System Internationale

The International System of Units (Le Systeme International d'Unites [SI]) of the International Bureau of Weights and Measures. The SI units are listed in Federal Standard 376B, Preferred Metric Units for General Use by the Federal Government.

Micro-Computer Aided Cost Estimating System Estimate

An integrated cost-estimating program for providing cost estimates.

Military Design Or Construction Directive

A Work Authorization Document (WAD) that authorizes type of work to be accomplished.

Military Interdepartmental Purchase Request (MIPR)

[DD Form 448](#). Used to transfer funds between DoD activities and agencies.

Miller Act

Federal statute (40 U.S.C. 270a-f) that requires contractors to obtain and maintain performance and payment bonds on federal construction contracts.

MIPR Acceptance

[DD Form 448-2](#).

Modification

Any written change to a contract whether unilateral or bilateral. A modification is a formal document (SF 30) that alters the contract specifications, delivery point, rate of

delivery, contract period, price, quantity, contract clause, or any written part of an existing contract. This includes administrative changes.

Multiple Award Task Order Contract (MATOC)

An IDIQ contract for the same or similar supplies or services that is awarded to two or more sources from the same solicitation with the intent of competing task order requirements among all awardees according to [DFARS](#) 216.505-70.

National Environmental Policy Act (NEPA) Documentation

Documentation prepared according to NEPA that serves to ensure that the natural aspects of the environment are protected.

National Register Of Historical Places

National register of significant historic properties, which includes any prehistoric or historic district, site, building, structure or object that may be significant for their historic, architectural, engineering, archeological, scientific, or other cultural values, and may be of national, regional, state, or local significance. The term includes artifacts, records, and other material remains related to such a property or resource.

Negotiation

The process of arriving at a mutually agreeable price and time adjustment for additions or deletions to an existing contract. It may include cost and/or price analysis, audit, or other techniques.

Normal Weather

That kind of weather, which could be expected for a period, based upon the weather experience of the locale. It is usually calculated by averaging weather data over a ten-year period.

North American Industry Classification System (NAICS)

The NAICS has replaced the U.S. Standard Industrial Classification system. NAICS was developed jointly by the U.S., Canada, and Mexico to provide comparability in statistics about business activity across North America. The NAICS code is used in the classification of establishments by type of activity in which they are engaged. For instance, NAICS Codes beginning with the numerals 23 all deal with some form of construction activity. NAICS code 23511 identifies a special trade contractor primarily engaged in plumbing, heating, air-conditioning, and similar work. NAICS codes are assigned by the Contracting Function.

Notice To Proceed (NTP)

A formal notice to the contractor to proceed with work under an awarded contract, after receipt of bonds, insurance, or other required documents. The document authorizes the contractor to begin performance. NTP's are generally used for construction contracts.

Novation Agreement

A legal instrument executed by (a) the contractor (transferor), (b) the successor in

interest (transferee), and (c) the Government by which, among other things, the transferor guarantees performance of the contract, the transferee assumes all obligations under the contract, and the Government recognizes the transfer of the contract and related assets.

No-Year Appropriation

An appropriation account that is available for incurring obligations for an indefinite period, or the purpose for which it was designated is accomplished.

Obligate Funds

An obligation occurs when the (KO) or the ACO physically signs a contract, task order or contract modification. It results in a valid charge against the funds involved. See also "Commit Funds" and "Pre-validate Funds." Once the obligation is made, it must be recorded in the CEFMS.

Obligation

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

Offer

A promise by one party to act in a certain manner provided the other party would act in the manner requested.

Offer/Bid

A response to a solicitation that, if accepted, would bind the offeror to perform the resultant contract. Responses to invitations for bids (sealed bidding) are offers called "bids" or "sealed bids"; responses to requests for proposals (negotiation) are offers called "proposals"; however, responses to requests for quotations (negotiation) are not offers, but are called "quotations." For unsolicited proposals, see FAR 15.6. [[FAR 2.101](#)]

Operations

Within USACE, the organization that operates and maintains facilities and services that provide river and harbor navigation, flood damage reduction, water supply, hydroelectric power, recreation, environmental and fish and wildlife sustainment, restoration, and protection. Its Regulatory mission protects the nation's waterways and wetlands; and it undertakes disaster relief and recovery work through its Emergency Management/Readiness function.

Operations And Maintenance (O&M) Project

Project funded with Operation and Maintenance funds of the customer.

Option

A unilateral right in a contract by which, for a specified time, the Government may elect to purchase additional supplies or services called for by the contract or may elect to extend the ordering period of an IDIQ contract.

Ordering Officer

An individual who is appointed by the Contracting Officer who is authorized to sign delivery orders or task orders for pre-priced line items in an IDIQ contract.

Overall Acquisition Strategy (OAS)

Prior to the beginning of each Fiscal Year (FY), the Program and Project Management Division (PPMD), with the assistance of Contracting and the Small Business Program Office, at each Center/District, may develop a written OAS covering all anticipated contracts over \$1 million. The OAS may be based on historical trends and must include all known work, as well as reasonably expected work. The OAS should be updated in the middle of the FY and when major new projects are identified. Short notice acquisitions will be added to the OAS at the next regular update and will not delay processing the acquisition.

Overhead (OH)

See “General & Administrative Overhead,” “HOOH”, and “FOOH”.

Overrun In Quantity

The actual quantity of work performed by a contractor, which exceeds the estimated amount shown in the bid schedule of the contract.

Partnering

Formation of a cohesive, mutually beneficial working relationship between the Government, the customer, the contractor and its subcontractors, and other stakeholders in order to build cooperative relationships, avoid or minimize disputes, and actively pursue the attainment of common goals.

Patent Defect

A defect in the work, which can be observed by reasonable inspection.

Payment Bond

A bond which is executed in connection with a contract and which secures the payment of all persons supplying labor and material in the prosecution of the work provided for in the contract.

Performance Bond

A bond which is executed in connection with a contract and which secures the Government for performance and fulfillment of all the undertakings, covenants, terms, conditions, and agreements contained in the contract.

Performance-Based Contracting

Structuring all aspects of an acquisition around the purpose of the work to be performed

with the contract requirements set forth in clear, specific, and objective terms with measurable outcomes as opposed to either the manner by which the work is to be performed or broad and imprecise statements of work. [[FAR](#) 2.101]

Performance Evaluation (A-E)

A detailed evaluation of Architect-Engineer (A-E) performance, prepared by the Design Project Engineer/Architect (PE/A) and approved by the Chief, Engineering Division at the end of the A-E design initiative. In addition, another evaluation occurs at the end of construction prepared by the Construction Field Representative and approved by the Chief, Engineering Division. All evaluations are entered into the CPARS. An interim evaluation may also be prepared as deemed necessary.

Permit

Basic permission to enter upon Government property. Does not grant any other rights.

Physical Completion

Considered accomplished when the construction contractor completes all work required by the contract, and provides contractual required documents (equipment lists, operations and maintenance (O&M) manuals, closure reports) and training to the user, or when the U.S. Army Corps of Engineers (USACE) accepts the project for beneficial occupancy, whichever occurs first. An asset is considered physically complete even if the asset is not serving its intended purpose because the asset is interdependent on another asset, or because of circumstances such as weather, season, etc.

Planning And Design Analysis (PDA)

All the planning and design activities to demonstrate that Federal participation is warranted in certain types of Continuing Authorities Program projects; no formal report is required. A PDA is used for Section 204, 206, and 1135 projects with Federal costs less than \$1 million; and for Section 14 and 208 projects. A Preliminary Restoration Plan is not considered a decision document.

Plans

Drawings, a graphic representation, for the construction to be accomplished by a contract.

Plant In Service

Administrative action to change Construction in Progress (CIP) cost to U.S. Army Corps of Engineers (USACE)-owned asset cost upon completion of the asset acquisition/construction.

Preaward Survey

An evaluation of a prospective contractor's capability to perform a proposed contract based upon criteria described at [FAR](#) 9.106.

Pre-Construction Engineering And Design

Engineering and design phase of a civil works project that typically is authorized after

approval of a feasibility study. Design Documentation Report level and final plans and specifications are developed in this phase, prior to a construction contract.

Preliminary Review Submittal

Any submittal prior to the Final Submittal.

Prenegotiation Objective Memorandum (POM)

Memorandum, which sets forth the significant details of the proposed contracting action and the cost objectives the Contracting Officer, proposes to pursue. The POM should demonstrate that the negotiator is adequately prepared to enter negotiation.

Preselection Board

A team, comprising District professional staff that determines which Architect-Engineer (A-E) firms are highly qualified and have a reasonable chance of being considered as most highly qualified by the Selection Board, based upon all responses to the District's public solicitation.

Preferred Procedure

Agreement on the cost and/or time requirements of a change order prior to issuing a Notice to Proceed.

Prevalidate Funds

The activities associated with assuring that funds are available for the execution of a proposed modification. For any given proposed modification, pre-validation of funds includes checking to see that funds are available and informally reserving the amount of funds anticipated to be needed to execute the proposed modification. (Other terms sometimes used to describe these activities are "commit-funds, "reserve funds," "confirm availability of funds," and "budget funds.") See also "Commit Funds" and "Obligate Funds.

Price Adjustment

A change to the established price of the contract arrived at by mutual agreement between the Government and contractor and implemented by a contract modification.

Price Analysis

Process of examining and evaluating a prospective price without evaluation of the separate cost elements and proposed profit.

Price Negotiation Memorandum (PNM)

Memorandum setting forth the principal elements of the negotiation for inclusion in the contract file. The document is used to support the Contracting Officer's determination of fair and reasonable price for new contract awards and/or contract modifications arising from changes, which require adjustment of contract price and time.

Prime Contractor

The party with which the Government contracts.

Process

A series of actions, tasks, or procedures with a common objective to achieve an end or result.

Procurement Fraud

Any matter pertaining to contracts or solicitations, which involves actual or potential commission of fraud by contractor or Government employees. Fraud consists of any intentional deception of DoD (including attempts and conspiracies to affect such deception) for the purpose of inducing DoD action or reliance on that deception. Such practices include, but are not limited to, the following: bid-rigging; making or submitting false statements; submission of false claims; use of false weights or measures; submission of false testing certificates; adulterating or substituting materials; or conspiring to use any of these devices.

Production Center

A Regional Business Center (RBC) production center (e.g. Center of Standardization, Center of Excellence, or Design Center) produces products and services like engineering, design, planning, and support services for delivery at the points of service. Production Centers are designated nationally and regionally.

Professional Accountability

This is a term specifically developed for this procedure that represents a level of demonstrated design competency that would be expected of a registered design professional (engineer, architect, or technician) operating within acceptable standards as set forth by applicable state registration authority. The definition does not include the concept of design responsibility from a legal standpoint (civil or criminal liability) or design liability from a financial standpoint but does include the concept of design acceptability from a state licensing board's perspective. The concept of professional accountability is used as a measurement of adequate performance for those individuals providing architectural or engineering design functions. This standard does not require professional registration but does require performance that is equivalent to that required of a registered professional.

Program

A collection of related projects, services, routine administrative and recurring operational processes, or some mixture of these, which are managed in a coordinated way to obtain benefits and control not available from managing them individually. Programs may be categorized by funding source, customer, similarity of scope, or other common criteria for which resources are allocated and collectively managed.

Program Budget Allocation System (PBAS)

Utilized by the Army to distribute funding provided by the different appropriations to the Major Army Commands (MACOMs) and subordinate commands.

Program Management

The centralized, coordinated management of programs within available resources, according to applicable laws, policies, and regulations, to achieve strategic benefits and objectives. Under program management, programs, projects, and non-project activities are aggregated for oversight and direction by the organization's senior leadership.

Program Management Plan

A formal, approved, living document used to define program requirements and expectations, including accountability and performance measurements, and guide program execution and control.

Programmed Amount

Funding scheduled for a specific fiscal year.

Project

A temporary endeavor undertaken to create a unique product, service, or result. Internal services are discrete projects when they are unique and non-recurring.

Project Change

A change that occurs where the project would no longer comply with a commitment made in the PMP. This includes changes that affect the scope, cost, schedule, quality expectations, or risks of the project or other project parameters as defined in the PMP, such as PDT members or resource commitments, risk or communication strategy, etc. A change that, by itself, would be considered a Product Change but that, in the context of the entire project, would cause a subsequent adverse effect on the commitments defined in the PMP, may be defined as a Project Change.

Project Cooperation Agreement (PCA)

A legally binding agreement between the Federal Government and a non-Federal entity (sponsor) that recites items of local cooperation and the cost sharing requirements necessary for the Federal Government to undertake water resources projects. It is required for all civil cost-shared projects, except where exempted by law.

Project Delivery Team (PDT)

The team, led by a project manager, composed of everyone necessary for successful development and execution of all phases of the project. The PDT may be drawn from more than one USACE district or activity and may include specialists, consultants/contractors, stakeholders, or representatives from other federal and state agencies. Team members are chosen for their skills and abilities to successfully execute a quality project, regardless of their assigned functional or geographic locations within USACE. The team will expand to include all necessary expertise on a specific issue and may include a vertical aspect encompassing the Major Subordinate Command (MSC) and headquarters.

Project Engineer/Architect (PE/A)

The engineering design team leader. The PE/A represents Engineering and the design team on the project team.

Project Funds

Monies received by a district to finance execution of projects. These monies may be in the form of direct appropriations, reimbursable orders, cash, local cost share, in-kind contributions, etc.

Project Management

The application of knowledge, skills, tools, and techniques to project activities to meet project requirements.

Project Manager (PM)

Assigned to achieve the project objectives, the person who manages scope, schedule, quality, and budget while leading a PDT. Project managers may be assigned to any organization or geographic element.

Project Deliver Business Process (PDBP)

A fundamental subset of the USACE business process used to deliver quality projects. It reflects the USACE corporate commitment to provide “customer service” that is inclusive, seamless, flexible, effective, and efficient. It embodies communication, leadership, systematic and coordinated management, teamwork, partnering, effective balancing of competing demands, and primary accountability for the life cycle of a project. More information may be found on the USACE PDBP portal.

Project Management Plan (PMP)

A formal, approved, living document used to define requirements, expected outcomes, and guide project execution and control. Primary uses of the PMP are to facilitate communication among participants, assign responsibilities, define assumptions and document decisions to establish baseline plans for scope, cost, schedule and quality objectives (including acquisition strategy when acquisition is required), against which performance can be measured, and to adjust these plans as actual dictate. The PMP is developed by the PDT.

Project Review Board

A group of Senior District Leaders, generally Department heads, chaired by the Deputy District Engineer for Project Management, who meets each month to review certain large, high visibility projects, program, and performance indicators.

Projnet3 (PROJect extraNet)

A web service that allows the secure exchange of design and construction information among authorized business partners in the context of specific business processes. It was developed by the U.S. Army Engineer Research and Development Centers Construction Engineering Research Laboratory (CERL) and hosts a number of specific applications; the most widely used of these applications are the Design Review and Checking System (DrChecks), Filer (a file exchange program), and the Design Quality

Lessons Learned (DQLL) repository.

Proposal

An offer by a contractor, in response to a request for proposal (RFP) issued by the Government for a new requirement or for the purpose of requesting an equitable adjustment for a change to an existing contract.

Proposal Revision

A change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer, as the result of negotiations.

Public Law (PL)

A public bill or joint resolution that has passed both the House and Senate and has been enacted into law.

Purchase Order (PO)

When issued by the Government, means an offer by the Government to buy supplies or services, including construction and research and development, upon specified terms and conditions, using simplified acquisition procedures as authorized by FAR 13. [\[FAR 2.101\]](#)

Purchase Request And Commitment (PR&C)

The primary electronic funding document prepared, approved, and certified within the CEFMS to acquire goods and services.

Quality

The degree to which a set of inherent characteristics fulfills requirements. For the USACE Directorate of Contracting quality means providing the right contracting service at the right time thoroughly, precisely, and accurately. The essence of quality for USACE contracting professionals is to do the right thing right the first time, and to provide a useful service that furthers the mission and meets professional acquisition standards of competence.

Quality Assurance (QA)

The means by which the Government fulfills its responsibility in assuring that the quality control is functioning, and assures the completed product complies with the contract through reviews, inspections, and tests. That part of quality management focused on providing confidence that quality requirements of a project, product, service, or process will be fulfilled. QA includes those processes employed to ensure that quality control (QC) activities are being accomplished according to planned activities and that those QC activities are effective in producing a product that meets the desired end quality.

Quality Assurance Coordinator/Quality Manager

A person assigned responsible for coordinating quality within and across offices or an organization. Responsible for tracking, forwarding, and reporting on quality issues or matters to the organization or to functional offices/CoPs.

Quality Assurance Plan (QAP)

A document that identifies the Government's role in assuring that the final product complies with contract requirements.

The QAP is a component of the Quality Management Plan (QMP) and Project Management Plan (PMP) and is prepared by the PDT during the project-planning phase. It is a written plan that defines how quality assurance will be executed on products that are completed with another District, Government agency, or A-E resources.

Quality Assurance Representative (QAR)

Government or Construction Management Services (CMS) employee whose duties include monitoring and reporting contractor's daily activities and Quality Control (QC) system.

Quality Assurance Team

The group of individuals involved in performing the Quality Assurance (QA) activities identified in the Quality Assurance Plan (QAP).

Quality Certification

Formally signed certification document attesting to completion of the so-specified Quality Control (QC) or Quality Assurance (QA) activities and responsibilities.

Quality Control (QC)

That part of quality management focused on fulfilling quality requirements of a project, product, service, or process. It includes those processes used to ensure performance meets agreed upon customer requirements that are consistent with law, regulations, policies, sound technical criteria, schedules, and budget.

Quality Control Plan (QCP)

The Quality Control Plan is a component of the Quality Management Plan (QMP) and Project Management Plan (PMP). The QCP is a written plan that defines how quality control will be executed for products.

Quality Management (QM)

The coordinated activities to direct and control an organization about quality.

Quality Management Plan (QMP)

The document specifying which procedures and associated resources must be applied by whom and when to a specific project, product, process, or contract. A QMP is generally one of the results of quality planning that identifies processes.

Quality Management Representative (QMR)

The District/Lab/Center or MSCs person responsible for monitoring quality control,

usage of the QMS, and reporting daily QMS activities. A QMR must appoint to serve as primary points of contact for QMS training and implementation within individual USACE Region, District, Center, Lab, and HPO organizations. A QMR function may be assigned to an employee to accomplish the local QMS activities.

Quality Management System (QMS)

Management system to direct and control an organization regarding quality. QMS is a set of interrelated or interacting elements that uses a process approach to manage and control how quality policies are implemented, and quality objectives are achieved. A process-based QMS is a network of interrelated and interconnected processes.

Quotation

A response to a request for quotation (RFQ) issued under authority of [FAR](#) Part 13, simplified acquisition procedures. Quotations are not legally binding unless the Government makes an offer via purchase order ([DD Form 1155](#) or [SF 1449](#)) and the contractor performs or accepts in writing.

Ready To Advertise (RTA)

Normally, the project is ready-to-advertise (RTA) when all the BCOE certification comments have been responded to by the designers in writing, incorporated into the design and certified by the construction district. This should occur on the date shown in the approved project Schedule. If a project has a shortened schedule, the PM and PE/A can agree to an Early Release of Product and sign an internal document. If this is the case, BCOE Certification does not have to be complete before the project is Ready to Advertise. The project may be advertised and issued for construction early, with the clear understanding that BCOE Certification must occur before bids or proposals are opened by Contracting Division.

Real Estate Management Information System (REMIS)

USACE-owned Real Property Inventory.

Redzone Meeting

Meeting held by the Project Development Team 60 days prior to Beneficial Occupancy Date (BOD) to ensure timely completion and close-out for Military Construction (MILCON) projects. (See [ECB](#) 2004-21, MILCON Project Closeout, The RedZONE Meeting.) Meeting is also required for Civil Works projects if included in the Project Management Plan (PMP).

Regional Acquisition Board (RAB)

A business forum, which assesses regional acquisition, matters to include division-wide shared needs and tools, facilitates development of overall acquisition strategy plans, and identifies opportunities for small business. The RAB is responsible for recommending contracting methods and capabilities to enhance mission execution, better support customers, and other items of concern relative to the acquisition mission of the Regional Business Center (RBC).

Regional Business Center (RBC)

A Major Subordinate Command (MSC) and its districts acting together as a regional business entity. This vertical and lateral integration of organizational capabilities, resource sharing, technical expertise, project management, and project delivery broadens and enhances the range of services and quality within the region.

Regional Command Council

The guiding corporate body of the Division (Major Subordinate Command – MSC) which provides the primary forum for making regional decisions that require region-wide Command-level attention and participation.

Regional Contracting Chief (RCC)

The senior contracting chief within the region, and the managerial arm for the delivery of contracting services across the region (Major Subordinate Command –MSC). Primary responsibilities include acquisition strategy, manpower management, manpower development, budget development, process standardization, and policy dissemination and implementation.

Regional Integration Team

Cross-functional teams at HQUSACE that facilitate resolution of issues and champion Regional Business Center (RBC) causes.

Regional Management Board

Responsible for managing coordination within the Regional Business Center (RBC) on regional and operational matters, cross talk between individual districts and functions, and seeking greater regional effectiveness. It has the responsibility and authority to decide on workload and workforce management and adjustments, on standard business practices and organizations within the RBC (and across districts), and on other common regional business issues.

Regional Project Execution

Completing major technical milestones such as plans and specifications in the design phase for a project. Milestone completion may be inclusive of all technical milestones for an entire project scope of work when work sharing an entire project to a support District; or, it may be completion of major features of the project scope of work within one support District or through a combination of support Districts. The key element is involvement of at least one support District during the E&C technical phases of a project's planning, engineering, construction, and operations and maintenance.

Regional Program And Budget Advisory Committee

A resource business forum focused on the development and issuance of planning, programming, and operating budget execution guidance, aligned with regional budget formulation and strategic objectives. It sets appropriate rates, establishing affordable and appropriate objective organizations, and operating within those parameters. A forum to arrive at regional solutions to fiscal challenges and ensure the Regional Business Center (RBC) operates as a single regional business entity.

Regional Program Review Board (RPRB)

A business forum that reviews the Civil Works and Military programs and projects, provides current year workload management, and advises the Division Commander on issues that have a regional impact. The RPRB focuses on adapting effective, efficient, and consistent business practices that deliver quality products and services in a timely manner to its customers.

Regional Rates

Overhead rates every district in the Region charge their customers. If the district rate is greater than the regional rate, the district is receiving from the Region. If the district rate is less than the regional rate, the district is contributing to the Region. Regional rates are computed based on each district's target rates.

Reimbursable Funds

For the purpose of this procedure, a funding document used by a customer to provide the U.S. Army Corps of Engineers (USACE) with funds for a project (typically, Military Interdepartmental Purchase Request (MIPR)).

Reimbursable Orders

Reimbursable orders get their name from the fact that they are the accounts of others in the federal Government, and those agencies provide obligation authority via a funding document [Military Inter-departmental Purchase Request (MIPR)]. When U.S. Army Corps of Engineers (USACE) accepts this reimbursable order, it must be initially financed because USACE will incur costs and then bill USACE's customers for reimbursement at the end of the month.

Request For Information

A request from the contractor for clarification of construction contract terms, extension of design, additional or missing information, or deviations that may or may not require a contract modification.

Request For Proposal (RFP)

A request for proposal (RFP) is an invitation for offerors to submit a proposal on a specific commodity or service. RFPs are used for either sole source acquisitions or competitive negotiations. RFPs are used when factors other than price will be considered in the source selection decision. Authorized and guided by [FAR](#) 15, Contracting by Negotiation.

Requirement

Need or expectation that is stated, generally implied, or obligatory.

Resident Management System (RMS)

An electronic management system used in Construction Division (CD) offices to aid in tracking and managing various aspects of a construction project.

Residential Communities Initiative

A method of acquiring residential military housing at or near an installation separate from Military Construction.

Resource Management (RM)

RM is responsible for issuance of all procedures relative to the acceptance and control of funds applicable to reimbursable work.

Resource Management Budget Analyst (RMBA)

The RMBA will financially accept reimbursable work (MIPR) only after they have ensured that the appropriate source of funds is provided for the work to be performed.

Resource Provider

Any organization, or part of an organization, that is responsible for determining the availability of resources for project delivery teams or program delivery teams utilizing resource information in P2. Resource providers can be first line supervisors, middle managers, chiefs of design branch, chiefs of hydraulics branch, etc.

Review Board

Team consisting of Chiefs of Engineering and Construction and District Counsel that determines whether to pursue claim of Architect-Engineer (A-E) responsibility against an A-E on applicable federal contracts.

Right Of Entry

A written instrument, binding on all parties, which provides authority to enter on certain premises to perform specified acts, without acquiring any estate or interest in the property.

Right-Of-Way (R/W)

A general term indicating all lands, easements (temporary and permanent), and other interests in lands required for a project. Right-of-way is often abbreviated as R/W, and Construction Easements as C/E.

Risk Management Plan

Planning for the systematic process to identify, analyze, and respond to risk throughout the entire project life cycle. A risk analysis is performed for five categories of project risk: scope, quality, schedule, and cost along with safety and health risk. The level of detail of the risk analysis and Risk Management Plan is based on the complexity of the project. The Risk Management Plan is a supporting document of the PMP.

Rule 4 File

Exhibits to Findings of Fact/Contracting Officer Final Decision. Within 30 days of receipt of an appeal, or notice that an appeal has been filed, the Contracting Officer must assemble and transmit to the Board an appeal file consisting of all documents pertinent to the appeal, including: (1) the decision from which the appeal is taken; (2) the contract, including pertinent specifications, amendments, plans, and drawings; (3) all correspondence between the parties relevant to the appeal, including the letter or letters

of claim in response to which the decision was issued; (4) transcripts of any testimony taken during the course of proceedings, and affidavits or statements of any witnesses on the matter in dispute made prior to the filing of the notice of appeal with the Board; and (5) any additional information considered relevant to the appeal. Within the same time above specified the Contracting Officer must furnish the appellant a copy of each document he transmits to the Board, except those in subparagraph (a)(2) above. As to the latter, a list furnished appellant indicating specific contractual documents transmitted will suffice.

Scope

The description of products and/or services to be provided.

Sealed Bidding

A competitive method of contracting that employs competitive bids, public opening of bids, and awards. Authorized and guided by [FAR](#) 14, Sealed Bidding.

Seat Management

A USACE-wide standard, flat rate method of charging for support provided to each workstation/office occupied by a nationalized function personnel.

Section 8(a) Business Development Program

Section 8(a) of the Small Business Act, 15 U.S.C. 637(a), established a program that authorizes the SBA to enter into contracts with designated Federal agencies and let subcontracts for performing those contracts to firms eligible for program participation and to assist eligible small disadvantaged business concerns to compete in the American economy through business development. Contracting actions may be sole source or competitive and may include supplies, services, construction, and commercial items. Architect-Engineer (A-E) contract actions are competitive only according to [FAR](#) 36.6 and the Brooks Act. DoD has specific authority to enter directly into an 8(a) contract with the selected contractor without a three-party (tri-partite) contract including the SBA.

Section 852 Intern

Interns paid for by Defense Acquisition Workforce Development Fund (Section 852). These interns are on the District rolls.

Selection Board

A team, comprising District professional staff, that evaluates and recommends a "top three" slate of Architect-Engineer (A-E) firms, in order of preference, to the Chief, Engineering Function for selection.

Service Contracts

Contracts that directly engage in the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply.

Service Wage Rate Decision

These are a type of wage rate decision also issued by the U.S. Department of Labor, which covers activities covered by the Service Contract Labor Standards (formerly the Service Contract Act). Most service wage rate decisions are issued as special decisions and may require several weeks to obtain. Service wage rates are significantly less than Davis Bacon rates and it is critical that the contract be accurately classified as to type. The classification of contract type is not always apparent.

Simplified Acquisition Procedures (SAP)

The methods prescribed in [FAR](#) Part 13 for making purchases of supplies or services. [\[FAR 2.101\]](#)

Single Award Task Order Contract (SATOC)

An IDIQ contract for supplies or services awarded to one contractor.

Sole Source Acquisition

A contract for the purchase of supplies or services that is entered into or proposed to be entered into by an agency after soliciting and negotiating with only one source. [\[FAR 2.101\]](#)

Solicitation (RFP/IFB/RFQ)

Any request to submit offers (proposals or bids) or quotations to the Government. Solicitations under sealed bid procedures are called "invitations for bids" (IFB) and are authorized by [FAR](#) Part 14. Solicitations under negotiated procedures are called "requests for proposals" (RFP) and are authorized by [FAR](#) Part 15. Solicitations under simplified acquisition procedures are called "requests for quotation" (RFQ) and are authorized by [FAR](#) Part 13.

Solicitation Provision Or Provision

Instructions or representations/certifications used only in solicitations and are removed at contract award. [\[FAR 2.101\]](#)

Special Contract Requirement (SCR)

Provisions of a contract relating conditions peculiar to a specific contract.

Special Project

Any project not generating normal design flow deliverables or fitting the normal programming cycle, e.g. "yank-a-tank," Job Order Contract (JOC), and other miscellaneous projects or requests for service funded by a customer.

Source Selection

The process used in competitive, negotiated contracting to select the proposal that offers the best value to the Government using price and other factors according to [FAR](#) Part 15.

Source Selection Authority (SSA)

The Government official responsible for selecting the source(s) in a negotiated

acquisition.

Source Selection Evaluation Board (SSEB)

A team of specialists skilled in disciplines related to the technical requirements of the solicitation. The SSEB individually evaluates proposals against the requirements of the solicitation.

Source Selection Plan (SSP)

The SSP is the written plan to conduct the source selection process using [FAR](#) Part 15, Competitive Negotiation Procedures and specifies how the source selection activities will be organized, initiated, and conducted.

Specifications

A detailed precise presentation of a plan or proposal; statement of legal particulars such as contract terms.

Sponsor

A non-Federal entity (state, municipal Government, flood control district, etc.) that shares the costs of U.S. Army Corps of Engineers (USACE) water resources studies and projects with the Federal Government (the USACE) according to the cost sharing requirements outlined in Federal laws. See Project Cooperation Agreement (PCA).

Stakeholders

Individuals and organizations who are involved in or may be affected by the project.

Standing Operating Procedure (SOP)

Joint procedure written and agreed to by both parties. Although they are not contractually binding (as Advance Agreements [AAs] are), they are followed by both parties.

Stop Work Order

Order issued by the Contracting Officer or his authorized representative to suspend all or a portion of the work under service (including construction) contracts. [\[FAR Part 42\]](#)

Subcontractor

A secondary contractor under contract with the prime contractor undertaking some of the obligations of a primary contractor and is not an affiliate nor in a joint venture partnership with the prime contractor.

Subject Matter Expert

Individual considered most knowledgeable in a particular field or subject matter. Takes responsibility to write or helps in developing articles, papers, or a process. May be called upon to provide responses to comments or questions related to a particular field of knowledge or a process and can be considered a subject matter expert in that field or the process.

Supplemental Agreement (Bilateral modification)

A Contract modification that is signed by the contractor and the Contracting Officer. [\[FAR Part 43\]](#)

Suspension Of Work (Constructive)

An act or failure to act by the Government which is not a directed suspension of work, but which has the effect of delaying, interrupting, or suspending all or any part of the work.

Suspension Of Work (Directed)

Actions resulting from an order of the Contracting Officer to delay, interrupt, or suspend all or any part of the work under a construction contract for a given period of time for the convenience of the Government.

Support District

The District performing work for the Lead District.

Support For Others (SFO)

Reimbursable work performed by USACE under applicable Federal law and funded by non-Department of Defense (DOD) Federal agencies, and State and/or local Governments of the U.S. For purposes of this regulation, the term "states" includes any of the 50 States of the United States, plus the District of Columbia; the Commonwealths of Puerto Rico and Northern Mariana Islands; the Territories of the U.S. Virgin Islands, Guam, and American Samoa.

Surety

An individual or corporation legally liable for the debt, default, or failure of a principal to satisfy a contractual obligation. The types of sureties referred to are as follows: (1) An individual surety is one person, as distinguished from a business entity, which is liable for the entire penal amount of the bond, (2) A corporate surety is licensed under various insurance laws and, under its charter, has legal power to act as surety for others, (3) A co-surety is one of two or more sureties that are jointly liable for the penal sum of the bond. A limit of liability for each surety may be stated. [\[FAR 2.101\]](#)

Task Order (TO)

An order for services placed against an established IDIQ contract or with other Government sources, for example General Services Administration (GSA). [\[FAR 2.101\]](#)

Technical Analysis

Evaluation by technical team members of the judgmental elements of a contractor's proposal other than price.

Technical Direction Letters

Technical direction is the process where the Government issues instructions and guidance on the detailed aspects of contract performance as the work progresses. Technical direction is provided to the contractor in writing by the Contracting Officer

Representative (COR).

Technical Manager

The manager of the technical aspects of a portion of the project, i.e., Project Engineer/Architect for design portion or Construction Management Project Engineer for construction management portion.

Technical Review Certification

Certification document, signed by the PM and the District Division Chiefs, that an independent technical review, appropriate to the level of risk and complexity inherent in the project, has been conducted as defined in the Quality Control Plan.

Termination Of Contract

Actions by the Government according to contract clauses to terminate, in whole or in part, work with the contractor. Termination may be for the convenience of the Government or for default by the contractor. [[FAR](#) Part 49]

Time Extension

Extension of the contract time by modification to complete an item of work or to compensate the Contractor for excusable delays.

Title 10 Approval

Notification to the Committees of Congress of minor military construction projects greater than \$2,000,000.

Total Labor Multiplier

A ratio of the number of direct labor hours required to recoup the organization's labor cost, fringe benefits, and overhead expenses.

Transfer

To turn over a completed project to a customer.

Transfer (Real Estate)

Change of jurisdiction of real property from one Federal agency or department to another, including military departments and defense agencies.

Truth In Negotiations

Term used to refer to Public Law 87-653, the Truth in Negotiation Act, or the concept of Truth in Pricing, whose purpose is to require contractors to submit accurate, complete, and current cost or pricing data.

Unchanged Work

The contract requirements not altered by a contract modification.

Undefinitized Contract Action (UCA)

Any contract action for which the contract terms, specifications, or price are not agreed

upon before performance is begun under the action. Examples are letter contracts or orders for which the price has not been agreed upon before performance has begun. For Undefined actions, the Government must not obligate more than 50% of the Not to Exceed (NTE) price before definitization. However, if a contractor submits a qualifying proposal before 50% of the NTE price has been obligated by the Government, then the limitation on obligations before definitization may be increased to no more than 75%. Contract modifications issued by authority of the changes clause are not UCAs by definition; however, similar payment principles are applied.

Underrun In Quantity

The actual quantity of work performed by a contractor less than the estimated amount shown in the bid schedule of the contract.

Unified Facilities Guide Specifications (UFGS)

A system of master guide specifications that define the qualitative requirements for products, materials, and workmanship for work features that occur in Tri-Services (Army, Navy, Air Force) construction projects on a repetitive basis and establish the form to be used for the technical provisions of construction contract specifications.

Unilateral Modification

A contract modification that is signed only by the Contracting Officer. They are used to make administrative changes, issue change orders, make changes authorized by clauses other than a changes clause (e.g. Suspension of Work clause); and issue termination notices. [[FAR](#) Part 43]

United States Army Criminal Investigation Division (U.S. Army CID)

The entity that is responsible for investigating procurement fraud matters for the Department of Army, including the U.S. Army Corps of Engineers (USACE).

Unliquidated Obligations

An obligation incurred for which payment has not been made.

Unusually Severe Weather

That kind of weather which is more severe than normal for the location at which the construction is being performed, i.e. greater quantity of rain than normal for a particular month, greater number of days of rain than normal for a particular month or greater number of days with temperature lower than normal for a particular month. Normal weather for the location should be based on the National Oceanic and Atmospheric Administration's "Temperature and Rain Data" or other local official sources.

USACE Finance Center (UFC)

The USACE office named in the contract to make payment. UFC functions are in offices in Millington, Tennessee.

User

Any entity which (who) uses the product. For example, since the primary product

produced by Engineering is plans and specifications, the user of these plans and specifications is Construction. In like manner, the user of an Engineering Appendix (another product of Engineering Division) would be Planning.

Value Engineering (VE)

An organized study of functions to satisfy the user's needs with a quality product at lowest life-cycle cost through applied creativity. Value Engineering, Value Analysis (VA), and Value Management (VM) are often used interchangeably to indicate the practice and application of similar methodology to benefit projects, programs, and/or products. The Value Methodology uses a systematic approach, which outlines specific steps to effectively analyze a product or service in order to develop the maximum number of alternatives to achieve the product's or service's required functions.

Value Engineering Change Proposal (VECP)

A change to a construction, supply, or services contract initiated by the contractor. The proposal maintains or improves the essential functions or characteristics of the work being changed and results in a reduction of the contract price. A VECP requires a contract modification. The savings resulting from the change is shared between the contractor and the federal Government as specified in the applicable [Federal Acquisition Regulation](#) (Part 48 and clause 52.248). The contract clauses apply to all construction and procurement contracts exceeding the simplified threshold and may be applied to lesser dollar contracts when the Contracting Officer determines there is a potential for cost reduction.

Value Engineering Proposal

A written, detailed proposal regarding any project or activity for which the U.S. Army Corps of Engineers (USACE) has design, construction, operation, maintenance, procurement, or supply responsibilities that was developed, using value engineering methodologies, by employees of the federal Government or Architect-Engineers (A-Es) employed by the agency (and in conjunction with the local sponsor when appropriate).

Value Engineering Study Team

A group of individuals having a variety of backgrounds and skills, organized to apply Value Engineering (VE) methodology to a project or situation.

Value Management (VM)

The use of the Value Methodology at multiple points in a project, process, or program to discover, understand, and consider the needs and values of all PDT members, customers, partners, and stakeholders. When performed properly and professionally, Value Management Workshops help the project manager (PM) effectively balance scope, schedule, resources, and quality of a project. The Value Management/Value Engineering (VM/VE) process emphasizes the use of multi-functional teams and their resulting synergy. It is a management tool applied throughout the life cycle of projects and programs. Value Management seamlessly integrates into the Project Delivery Business Process (PDBP) and may be applied to all business processes phases.

Value Management Plan

One of the integral parts of the Project Management Plan (along with Quality Management, Risk Management, Communications, Safety and Health, and Change Management) that identifies the planned project-specific value management procedures appropriate to the size complexity, and nature of the project.

Value Methodology

A function-oriented, systematic team approach to balance performance and cost, performed under the direction of an active District Value Management/Value Engineering (VM/VE) Officer or facilitator with qualifications equivalent to a Certified Value Specialist. The Value Methodology utilizes five basic steps (information, speculation, analysis, development, and presentation) to perform an analysis of the functions of a program, project, system, project, item of equipment, building, facility, service, or supply of an executive agency, for the purpose of improving performance, reliability, quality, safety, and life cycle costs.

Value Study

A process of application of the Value Engineering Methodology, which uses a multi-discipline team of designers and stakeholders and the product delivery team to break down the project into functional performance elements. Cost and benefits are assigned to each element and evaluated. Creative options are then sought to improve functionality and/or cost-effectiveness. Results are documented in a published report. This study or workshop (studies or workshops as appropriate) is (are) a milestone(s) to be identified in the PMP and accomplished as part of the VE process.

Variations In Estimated Quantity (VEQ)

The difference between the quantity estimated in the bid schedule and the quantity required to complete the bid item. Most contracts include a clause that permits negotiation of an equitable adjustment upon demand by either party based upon substantial variations from the estimated quantities stated in the bid scheduled. Usually the negotiation is for the percentage of variation of quantities more than 115% or less than 85% of the estimate quantities.

Vertical Team

Team that is composed of personnel from different command levels in the organization.

Virtual Team

Team working across geographic or organizational boundaries without physical co-location.

Wage Rate Decisions

See Construction Wage Rate Decisions and Service Contract Wage Rate Decisions.

Warranty

For the purpose of this work instruction, equipment and system warranties provided by construction contractor.

Weakness

A flaw in the proposal that increases the risk of unsuccessful contract performance. A "significant weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

Work

Sustained physical or mental effort or activity directed toward the production or accomplishment of something. Work of a business can generally be categorized as either projects or operations, although there may be some overlap.

Work Authorization Documents (WADS)

WADs are administrative tools used to manage and administer task orders or contracts. WADs are normally used to manage cost reimbursement contracts or task orders.

Work Breakdown Structure (WBS)

A deliverable-oriented grouping of project components that organizes and defines the total scope of the project.

Work In Progress

Reimbursable work that may involve asset acquisition/construction but would not result in a U.S. Army Corps of Engineers (USACE)-owned asset or an asset to be transferred to outside parties. Projects such as DERP and Support for Others (SFO) are in this category.

Work Item (WI)

A unique CEFMS account established to accumulate costs for a specific item, whether asset or expense (non-asset). WIs must be properly created for costs to be reflected in the right cost type (Construction in Progress (CIP) or expense).

Work Sharing

Assignment of work by function, discipline, work scope, or project from the lead District to the support District. This is also referred to as work brokering.