

Headquarters, U.S. Marine Corps



**USMC Regional Contracting
Office – Northeast
(RCO-NE)**

RCO CUSTOMER DESK GUIDE

30 January 2009



RCO Customer Desk Guide

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UNITED STATES MARINE CORPS

REGIONAL CONTRACTING OFFICER – NORTHEAST (RCO-NE)

CUSTOMER DESK GUIDE

1. OVERVIEW

1.1 Purpose

The purpose of this guide is to enable the Requirements Official, responsible for submitting Procurement Requests (PRs) on behalf of an activity, to produce a complete, accurate, and funded PR package to the Regional Contracting Officer – Northeast (RCO-NE) via PR Builder. This guide provides the tools necessary to empower Requirements Officials to obligate funds for Supply and Service procurements more efficiently, and therefore, more effectively support the Warfighter.

This Desk Guide is loaded with links to guidance and various tools such as samples, templates, and checklists that have been developed to assist you in completing your requirements package to be uploaded in PR Builder. These requirements packages are “must-haves” for a successful PR since they are specially prepared with you in mind by your RCO Customer Liaisons (CLs). Our CLs have extensive experience in this field; they have seen it all, and know what works and what does not. These tools were recommended by them, the best in the business, and are listed at the end of each Section, as a quick reference summary for your use.

The RCO-NE looks at the Requirements and Acquisition Planning as a team effort. Our designated CLs are here to assist you in developing the most accurate requirements package possible to ensure that our Customers obtain the appropriate supplies and services. If you have any questions on requirements generation, or the entire procurement process, your CLs are here to help you!

1.2 Background

The mission of RCO-NE is to provide responsive and effective procurement and contracting support for the acquisition of supplies and services for the USMC activities in the Northeast Region. Federal regulations are in place to help ensure that the Marine Corps is indeed receiving the best supplies and services for the taxpayers’ money...and to help our Marines obtain the support they need to help them accomplish their mission, and get them where they need to go



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and back. Articulating those requirements effectively in procurement packages and ensuring that contracting processes are streamlined as effectively as possible is critical for the timely delivery of goods and services to the Warfighter.

An estimated 90% of all procurement requests are delayed due to inadequate information in the PRs that come through PR Builder. The problem often escalates into a cycle of questions, and back-and-forth miscommunications we liken to a “ping-pong effect”. RCO-NE has taken steps to aid its customers in the development of requirements and the appropriate documentation required for the submission of Procurement Requests and clearly defined requirements packages. The RCO initiated full time positions as Customer Liaisons available to assist all customers in the timely award of contract actions and the timely obligation of MCCDC GWOT funds. Moreover, CLs are poised to work with customers to obtain additional training for the preparation of requirements packages and the development of accurate descriptions for customer contract requirements.



1.3 About RCO – NE

The mission of the Regional Contracting Office - Northeast (RCO-NE) is to provide responsive and effective procurement and contracting support for the acquisition of supplies and services for the USMC activities in the Northeast Region.

RCO-NE is aligned under the Commanding General, Marine Corps Combat Development Command (CG, MCCDC) as a special assistant as shown in the organization chart in [Exhibit 1-A](#). RCO’s policies and guidance on Contracting Issues come from HQMC Assistant Deputy Commandant, Installations and Logistics (ADC, I&L) LB (Contracts). RCO is organized with two major contracts branches that support all of the Marine Corps activities in the Northeast. A third branch supports the Government wide Commercial Purchase Card Program, and a fourth manages Procurement Policy, Quality, and Metrics (PPQM).

The vast majority of funds received by the RCO include Operations and Maintenance Marine Corps, (O&MMC) funds. RCO also receives Research, Design Test & Evaluation (RDT&E), and Procurement Marine Corps (PMC) type funds.

RCO-NE Command Customers

The RCO-NE area of responsibility covers thirteen states, with a high concentration of special interest commands on Marine Corps Base Quantico and Headquarters Marine Corps, located in the National Capital Region. The RCO-NE customers, listed by branch, are supported as shown in [Exhibit 1-B](#). Each branch has a Customer Liaison (CL) that supports them as a customer advocate for all contracting issues.





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How the RCO Can Help You

The RCO-NE is committed to assisting its customers in:

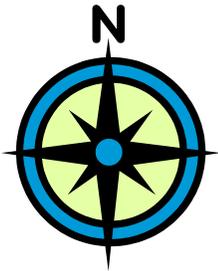
- Improving lead-times for the timely delivery of supplies and services.
- Preparing a complete and accurate requirements package that will initiate the procurement action at RCO via PR Builder the first time it is submitted.
- Initiate the acquisition strategy that provides the best value to the customer, and in a timely manner.

Using this guide will help the Requirements Official complete the critical first step in communicating your requirement to the RCO to initiate your procurement action.

Directions to the RCO Office

RCO-NE is located aboard Marine Corps Base, Quantico. Our office is located at

2010 Henderson Rd.
Marine Corps Base Quantico, VA.



The RCO Office is located on the corner of Henderson Rd and Zeilin Rd, right next to “Cash Sales” Building 2009. The Director’s Office is located on the second deck in Room 206. A map of the location is included as [Exhibit 1-C](#). For driving directions, click [here](#) to obtain specific directions from your location.

Our mailing address is:

Commanding General – Regional Contracting Office Northeast
3250 Catlin Ave
MCB Quantico VA 22134-5001

RCO Points of Contact

While any one of the staff members can be contacted, a request for help should begin with the Requirements Official’s Customer Liaison. The CLs are customer advocates to guide the way through the procurement process.

Branch A Customer Liaison: Wanda Wichmann

Supports: MCCDC, MCBQ, MCWL, TECOM, MCU, MSGB, Other
Phone: (703) 784-2326, email: wanda.wichmann@usmc.mil
Davis Building, 2nd Floor, Quantico, VA



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Branch B Customer Liaison: Jennifer Dubon

Supports: HQMC, MRA, HH, 8th & I, MCOTEA, MCRC, MCIA, MCSC
Phone: (703) 693-1961, email: Jennifer.dubon@usmc.mil
2 Navy Annex, Room 1204

1.4 How to Use This Guide

Each Heading and sub-heading of the Table of Contents on the left (on-line version) is bookmarked to take the user directly to the relevant section in this guide.

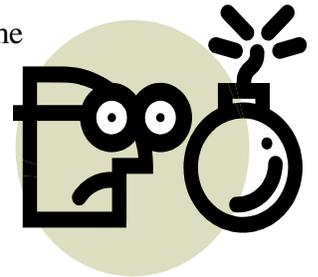
This guide will walk the user through the process steps of defining a requirement, providing resources for doing the research to find viable sources and cost data, and completing the necessary documents to actually initiate the PR to RCO-NE.

Throughout the guide, reference is made to the Headquarters Marine Corps [Contract Management Process Guide](#) (CMPG) for more information about the specific regulations that are guiding this process. The CMPG provides extensive guidance on contract rules and regulations.

This guide will show Requirements Officials how to get the job done and avoid painful delays due to lack of information. This guide will help the user get it right the first time.

1.5 Requirement Forecasting

Timing is everything! In order to ensure requested supplies or services get to the fight on time, it is essential to forecast the effort to allow time for the entire planning team to take the necessary steps to ensure success. Some of these steps include setting aside funding, preparing a solid Requirements Package for your Procurement Request (PR), checking that the contract is legally sufficient and executing the entire contracting process on a schedule to ensure your supplies and services are delivered by the desired date.



To help the Requirements Official with planning acquisition timelines each year, RCO-NE provides the Marine Corps Combat Development Command (MCCDC) Bulletin 4200 of contracting requirements deadlines. This information is provided to ensure that all Requirements Officials have sufficient lead time to initiate a solid PR fortified with a well thought-out requirements package. No one wants a PR kicked back for lack of information when timing is so critical! The most recent Bulletin is in condensed form below, and the original can be found in [Exhibit 1-D](#).



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CATEGORY AND DATE	RECEIPT DEADLINE
<u>Large Contracts</u> > \$30 M <i>4 January 2010</i>	9-12 Months, is required to solicit, evaluate, and award a new contract, and upon receipt of a fully ready procurement package, with funding and a formal Acquisition Plan. Due date is 4 January 2010 .
\$10M - \$29.9M <i>1 February 2010</i>	For large, “new start” contracts. This includes all Seaport-E Task Orders greater than \$10 million. Due date is 1 February 2010 .
\$100K - \$9.9M <i>15 February 2010</i>	For large, “new start” contracts. Due date is 15 February 2010 .
<u>Seaport-E Task Orders</u> Between \$0 - \$10M <i>1 June 2010</i>	For Seaport-E task orders requiring competition, 2 – 4 months is required. Due date is 1 June 2010 .
<u>Funds Transfer</u> (including Military Interdepartmental Purchase Requests, Determination and Findings (D&F), etc.) <i>2 July 2010</i>	For Economy Act and non-Economy Act orders, up to 2 months is required prior to the transfer of funds. For example, if funds are to be obligated for the 4th quarter of the current fiscal year, a D&F is required by 1 July 2010
<u>Simplified Acquisition Procedures (SAP) > \$25K</u> <i>16 July 2010</i>	2.5 months prior to award date. Due date is 16 July 2010
<u>Modifications/Options</u> <i>3 August 2010</i>	For modifications/options exercised by this office, 2 months is required for processing prior to the actual award date. Within the current fiscal year, requirements must be received by the RCO-NE no later than 3 August 2010 .
<u>Task/Delivery Orders</u> <i>3 August 2010</i>	For task/delivery orders against a single or multiple-award indefinite delivery, indefinite quantity, the RCO-NE requires a period of 2 months to process the requirement. Due date is 3 August 2010 .
<u>Simplified Acquisition Procedures Under \$25K</u> <i>3 August 2010</i>	2 months to process a requirement prior to award date. Due date is 3 August 2010 .

1.6 Procurement Administrative Lead Time (PALT)

The Procurement Administrative Lead Time (PALT) measures the number of days procurement takes from acceptance of a ready procurement request by the RCO to the day of award. The PALT table below, which is prescribed by the CMPG, demonstrates general lead times for commercial acquisition buys and may be used as a guideline for workload planning by the Contracting Officer and the Requirements Official



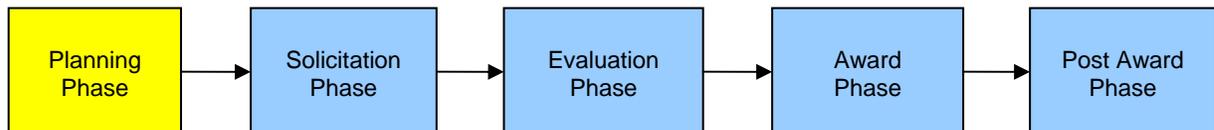


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Dollar Value	Acquisition	Work Days to Award
Under \$25,000	All SAP	30
\$25,001-\$100,000	Supplies	30 - 60
\$25,001-\$100,000	Services	60
<\$10M	GSA Schedule Orders	60 -75
>\$10M	GSA Schedule Orders	90 -120
\$100K - \$5M	Seaport-e	60 -120
\$100K - \$29.9M	Full & Open	6 – 7 months
>\$30 M	Full & Open	6 - 8 months

1.7 Understanding the Acquisition Process

The entire Acquisition process is made of up five phases. This Guide will focus on the most critical one, the Planning Phase, which sets the requirement upon which the entire strategy and execution plan is based. All of the RCO's actions are based on the Requirements Official's input through the Procurement Request.



The Planning Process

The Planning Process is the most critical step in preparing a Procurement Request (PR) for submission to the RCO. This phase is where requirements are identified, defined, and requested. Most of this phase is accomplished by the Requirements Official and ends when the PR is accepted by the RCO via PR Builder.

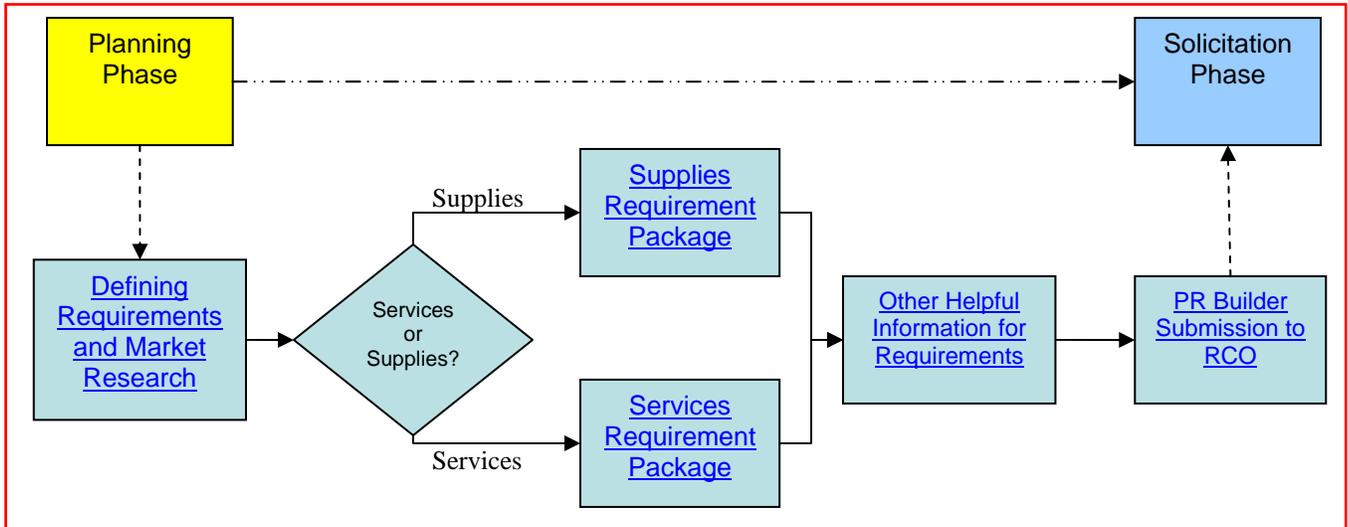


The PR will be accepted by the RCO only if the Requirements Package is submitted with all the necessary documentation to ensure a successful contract award. This guide will provide you with the steps to submit a successful Procurement Request, beginning with defining your requirements, through completing a successful Requirements Package, and ending with submitting the PR via PR Builder to the RCO.



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All PRs begin with a Planning phase. The Planning phase, depicted below, shows the necessary steps that must be taken in order to complete the Procurement Request package. Each process step links to the relevant section in this guide, where additional information, checklists, and helpful information can be found.



The very first step in the Planning process is developing an accurate definition of the required supplies or service for use in the preparation of a Requirement Package. If the Contracting Officer is given all possible information related to the product or service, (s)he is more able to come up with a realistic implementation schedule. This first step of the project will set the tone for how smoothly a project will make its way through the acquisition process. If any of the above information is missing or inadequate, the Contracting Officer cannot begin the acquisition process, and the Procurement Request will be returned to the Requirements Officer for more information, and delays will be incurred. For this reason, a quality Requirement Package is essential to expedite any acquisition process.

The Requirement Package Checklist, that includes all the required information based on the requirement type, can be found in [Section 5](#) for Supplies, and [Section 6](#) for Services. These tools will help ensure that all the necessary information is included prior to submitting the Procurement Request to the RCO.

Planning Process Team

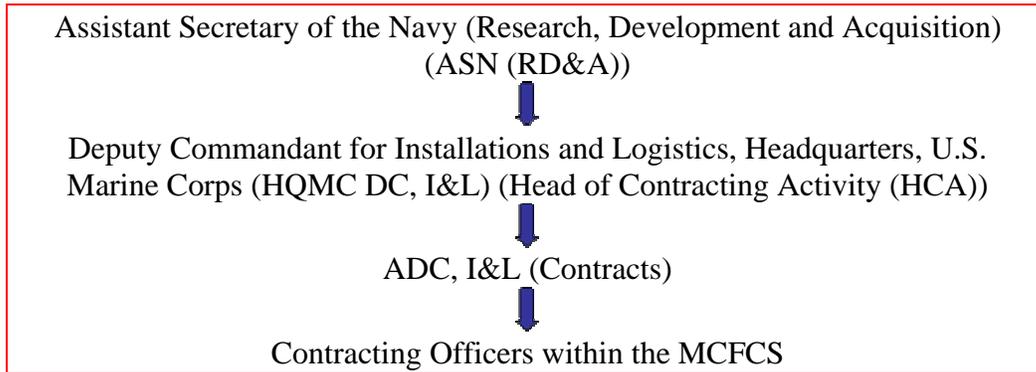
Acquisition planning is a team effort between the activity Requirements Official, Comptroller, Contracting Officer, and Legal Counsel to plan the most timely and efficient means of satisfying a requirement for the requesting activity. This partnership is critical from the earliest stage of developing the procurement request through contract award and administration to close-out. The Requirements Official is critical to this process to communicate the requirements on behalf of the activity.





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The contracting, or warrant authority, is delegated as shown in the following diagram.



Contracting Officer

All USMC acquisitions for supplies and services are procured through the RCO-NE Contracting Officer. The contracting officer is delegated authority by means of a warrant .

Every Contracting Officer has years of specialized training that authorizes him/her to hold a warrant. Warrants explicitly state categories of procurements and dollar thresholds up to which the warranted Contracting Officer may sign on behalf of the Government. A warranted Contracting Officer may execute contracts only up to the amount for which they are warranted, applicable to *the whole contract value (e.g., inclusive of all Options)*. The Contracting Officer is most knowledgeable about the methods of procurement that will meet the customer's requirement in the most timely manner, at the best value, and within Federal and Marine Corps regulations.

Customer Liaison

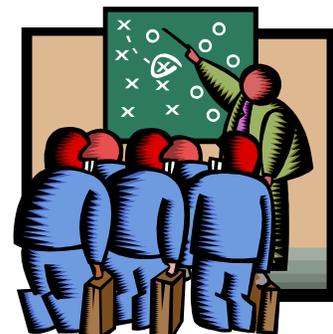
While the Regional Contracting Officer is responsible for issuing the solicitation and subsequent awards, the Customer Liaison is the designated point of contact to support the Requirements Official in the procurement process. This improves communication as the process moves between the various phases and also provides the Requirements Official with key information on the best way to prepare the requirements. The Customer Liaison is knowledgeable in both contracting and requirements perspectives, thus is a valuable asset to all members.

Contract Specialist

At RCO-NE, every requirement is assigned to a Contract Specialist, who is the action officer for the requirement, from the time the requirement is accepted by the RCO until contract closeout. The Contract Specialist is your primary point of contact, once the requirement is accepted by the RCO.

Requirements Official

The Requirements Official's Office includes the Requirements Official and any technical staff needed to best define the requirements. These other members may be technicians, management, or others within the Program that can offer valuable





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insight to ensure the Requirements are accurate and inclusive of all product and service needs.

Comptroller

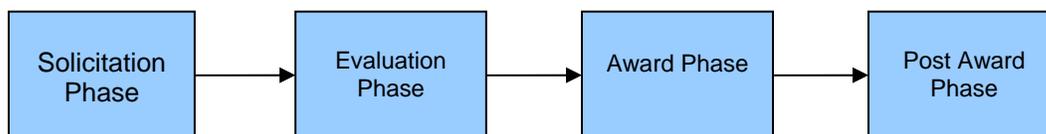
Each activity should consult with the Comptroller months in advance to ensure funds are, or will be, available for the requirement at the time the requirements package is submitted. The package will not be accepted at RCO through PR Builder if funds are not authorized for the requirement. Coordinating the funds authorization is important to the timely acceptance of the Requirements Official's procurement package. Please note that funds for the entire project from beginning to end, including option years, must be included in the estimated budget for the requirement. However, the PR should reflect funding only for the base year.

Office of Counsel

Throughout the contracting process, the Office of Counsel (OC) will review documentation as required in the contract approval process to ensure significant procurements meet legal sufficiency.

After the Planning Phase

After the Requirements Official has submitted all approved requirements documentation in accordance with the contracting type selected, the requirement still has many phases that are completed prior to contract award. These phases are outlined below. Selecting the appropriate phase will link to additional sub-factors that take place in each phase.



The Solicitation Phase

The objective of preparing the Solicitation is to accurately describe Marine Corps requirements so that all qualified Offerors are given the opportunity to respond. This phase of the contracting process includes publicizing the planned procurement; preparing the Solicitation; amending the Solicitation, as necessary; and receiving proposals.

This section explains the USMC processes for preparing and issuing a Solicitation. The Contracting Office develops the Solicitation in concert with the Requirements Official. The Solicitation will ultimately form the basis of the contract.

The Branch Chiefs at Regional Contracting Office Northeast (RCO-NE) review every procurement request that comes to RCO for completeness. Upon entering the RCO tracking system in PR Builder, the procurement request is checked to ensure that the essential facets, such as a point of contact, a statement of work, and funding, are included. The request is then routed to the appropriate Branch Chief based on the initiating activity. Upon completion of the review,



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if the package is adequate, it is forwarded on to the contract specialist for continuing actions, or if it is inadequate due to missing information, the project package may be sent back to the customer. An inadequate procurement package results in delays.

The Evaluation Phase

The purpose of the Evaluation phase in the contracting process is to evaluate all proposals received against the evaluation factors set forth in the Solicitation. This analysis will include identifying strengths, weaknesses, and deficiencies, and providing a sound basis for an award decision. Although ultimate responsibility for conducting a proper evaluation lies with the Contracting Officer, the Requirements Official plays a significant role in evaluations, source selections, and debriefings.

Procurements may be negotiated on either a competitive or sole source basis. Negotiations are exchanges in either environment between the Government and Offeror[s] that are undertaken with the intent of allowing the Offeror[s] to revise its offer. These negotiations may include bargaining in the form of persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract. When negotiations are conducted in a competitive acquisition, they take place after establishment of the competitive range and are called discussions.

Once proposals are received, safeguards must be taken to protect proprietary information, both technical and cost related, from unauthorized disclosure. This applies to both competitive and sole-source procurements. Contracting Office guidelines and instructions concerning source selection information should be strictly followed.

The Contract Award Phase

The Contracting Officer is primarily responsible for the Award phase. The Project Officer helps identify and nominate a Contracting Officer's Representative (COR), reviews the final contract for compliance with technical requirements, and prepares for participation in postaward debriefings. The Contracting Officer designates the COR, makes applicable preaward notifications, distributes the contract award, conducts postaward debriefings, and performs reporting of contractual actions.

The Post Award Phase

The Contracting Officer and Requirements Official have significant contract administration, program management, and technical responsibilities after a contract has been awarded. This includes responding to possible post award protests, issuing task and delivery orders, processing modifications, and monitoring Contractor performance.



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SECTION 1 EXHIBIT LIST

- 1-A [RCO-NE Organization Chart](#)
- 1-B [RCO-NE Customers](#)
- 1-C [RCO-NE Locator Map](#)
- 1-D [Combat Development Command Bulletin 4200 RCO-NE Fiscal Year 2009 \(FY09\)
Procurement Requests Submission and Closeout Guidance](#)



2. DEFINING YOUR REQUIREMENT

2.1 Who, What, When, Where and Why

Every acquisition begins with this critical first step in the process, which is defining the who, what, when, where, and why of the requirement to the Contracting Officer. As the Requirements Official, one must be able to:

- Identify the Program's mission
- Describe the Program's relevant history
- Detail the desired scope and requirements



Requirements for Supplies or Services should be stated in terms of

- Functions to be performed
- Performances required
- Essential characteristics

Be as thorough as possible to avoid unnecessary delays, such as having your PR returned for lack of information.

Policy Against Contracting Inherently Governmental Functions and Critical Services

A word of caution to the Requirements Officials considering contracting for services. The Federal Acquisition Regulations ([FAR 7.503\(a\)](#)) states that contracts shall not be used for the performance of inherently governmental functions. The determination of which functions are inherently governmental are the agency's decision, and may be reviewed and modified by the appropriate Office of Management and Budget officials. Examples of these functions are: the direct conduct of criminal investigations, the command of military forces, especially those in combat or related to combat, and the approval of any contractual documents. A more detailed list may be found in [FAR 7.503](#).

Implementation of this policy shall include procedures requiring the agency head or Requirements Official to provide the contracting officer, as part of the Acquisition Strategy, a written determination that none of the functions to be performed by the contractor are inherently governmental. This is accomplished in the Acquisition Strategy or Plan provided for your use as part of your Procurement Request Requirements Package, [Exhibits 5-B](#) (Supplies) or [6-B](#) (Services) for Acquisition Strategies and [5-C](#) (Supplies) or [6-C](#) (Services) for Acquisition Plans. The assessment should place emphasis on the degree to which conditions and facts restrict the discretionary authority, responsibility, or accountability of Government officials using contractor services or work products.



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2.2 Supplies or Services Requirement

A requirement must first be classified as a supply or service. This can be complicated as there is typically an element of service in all requirements prepared. Procurement of services accounts for approximately 60% of DoD's procurement spending, and in order to ensure that the Requirements Official is selecting the proper contract type, an easy test to determine the type of contract is listed below.

If equipment is being purchased and will ultimately be owned by the government, then a supply contract should be issued. If the equipment will be retained by the contractor, then a service contract should be prepared.

Supply purchases may include ancillary services, which should not be considered a service procurement. An example of this is a furniture procurement. While this is considered a supplies purchase, there may be services required to assemble the furniture and install it, as with systems furniture. These services are considered ancillary to the furniture purchase, and would therefore be considered a supply purchase.

2.3 Market Research

Due Diligence



Before submitting a procurement request to the Regional Contracting Officer, the Requirements Official must do the necessary market research to “see what’s out there” and assess the Supplies or Services that are currently offered in the market, by whom, and at what competitive range in cost. ([FAR Part 10](#)) The result of this market research must be included as an element of the Acquisition Strategy (for requirements <\$50 Million) or Acquisition Plan (for requirements >\$50 Million) ([CMPG 1.4](#)).

Before you go any further, please check the following list of federally mandated sources for satisfying a Government requirement in descending order of priority ([FAR 8.002](#)). These sources must be considered and exhausted before pursuing a contract solution with RCO.

Federally Mandated Sources for Supplies

- Agency inventories
- Excess from other agencies ([FAR 8.1](#))
- Federal Prison Industries ([FAR 8.6](#))
- Supplies available from the Committee for Purchase from People who are Blind or Severely Disabled (JWOD/NIB-NISH) ([FAR 8.7](#))
- Wholesale Supply Sources, e.g. Stock programs maintained by:
 - General Services Administration (GSA) ([See 41 CFR 101-26.3](#))
 - [Multiple Award Schedule contracts](#)
 - [On-line Shopping Service GSA Advantage!](#)
 - Defense Logistics Agency DLA ([See 41 CFR 101-26.6](#))



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- Defense Supply Center Columbus (DSCC) [DoD eMall](#)
- Military Standard Requisitioning And Issue Procedures (MILSTRIP) managed by the Defense Logistics Management Standards Office
- Department of Veterans Affairs ([See 41 CFR 101-26.704](#))
- Military Inventory Control Points
- Mandatory Federal Supply Schedules ([FAR 8.4](#))
- Optional Federal Supply Schedules ([FAR 8.4](#))
- Commercial Sources (including educational and nonprofit institutions)

Federally Mandated Sources for Services

- Services available from the Committee for Purchase from People who are Blind or Severely Disabled ([FAR 8.7](#))
- Mandatory Federal Supply Schedules ([FAR 8.4](#))
- Optional Federal Supply Schedules ([FAR 8.4](#))
- Federal Prison Industries ([FAR 8.6](#))

Why Conduct Market Research

Aside from the regulatory reasons for conducting Market Research, there are real benefits to the Requirements Official. Market Research will reveal options for the best practices and prices that the industry has to offer. It can also identify possible socioeconomic opportunities within the community, identify the types of interested organizations and the competitiveness within the community for these specific requirements. In addition, current industry practices as well as alternatives to products and technologies being used can be evaluated and reviewed prior to a formal solicitation being issued.

Before procuring supplies, the Requirement Official must first check [PGI 208.7006](#) which is the Coordinated Acquisition Assignments among the services in the military, to ensure the supplies required are not listed. Each military branch is assigned acquisition responsibility for items that the branch either designed or was assigned sponsored development. The items identified in PGI 208.7006 shall not be procured without first obtaining a waiver from the assigned commodity manager ([DFARS 208.7003-2](#)).

Market Research Techniques

Market Research techniques vary from simple efforts that include targeted market research, scanning supply schedules, doing online research, and reviewing industry catalogs, to the more in-depth practices of hosting an industry day, and development of a Request for Information document that is posted online and accessible to all vendors.



Some helpful methods for conducting market research can be found in [Exhibit 2-A](#). In addition, some helpful questions to assist you in conducting your research are in that exhibit as well. You must provide at a minimum, three suggested sources which the RCO may use as potential offerors for your procurement request.



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Some available market research websites are:

- [General Services Administration](#)
- [Small Business Administration](#)
- [Defense Standardization Program](#)
- [Information Technology \(IT\) data](#)
- [ThomasNet](#)
- [DoD EMALL](#)
- [Multi agency contracts](#)

Market Research for Frequently Requested Types of Procurements

The RCO-NE's most requested types of procurements which you may find useful are listed here. The following Market Research Checklists for these procurements will help ensure that you cover all the bases when developing the scope of your requirement. For all procurements, a market research checklist must be included as part of your Requirements Package to be submitted to the RCO.

Frequent Supply Procurements	Link to Market Research Checklist	Exhibit
Furniture	Furniture Checklist	2-B
Audio Visual Equipment	AV Checklist	2-C
Art or Document Framing	Framing Checklist	2-D
Awards Guidance	Awards Guidance	Below

Frequent Services Procurements	Link to Market Research Checklist	Exhibit
Conference Planning	Conference Guidance	Below
Analytical Services	Analytical Services Checklist	2-E
Porta heads	Portahead Checklist	2-F

A generic Market Research Checklist is included as [Exhibit 2-G](#). This checklist is included as part of the Procurement Package to be submitted with your request to RCO.

The following is additional guidance on Conference Planning, which many will find useful.



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Conferences Market Research Guidance (CMPG SAP 10.6)

Per [5 U.S.C. 5707](#), when planning a conference, the Contracting Officer must:

- Minimize all conference costs as well as attendee travel time and costs.
- Maximize the use of Government-owned or Government-provided conference facilities to the greatest extent possible.
- Identify opportunities to reduce costs in selecting a particular conference facility and location (e.g., seek off-season rates).
- Ensure that the conference planner does not retain for personal use promotional benefits received from a travel service provider as a result of booking the conference.
- Develop and establish internal policies to ensure these standards are met.

[Marine Corps Order 7300.22A, dated 11 February 04](#), requires the documentation of cost analysis of conference location options and an explanation of other decision factors. When planning a conference, consider all costs to be incurred by the Government, whether direct or indirect, such as the following:

- Authorized travel and per diem expenses
- Audiovisual and other equipment usage
- Computer and telephone access fees
- Refreshments
- Printing
- Ground transportation

[Marine Corps Order 7300.22A, dated 11 February 04](#), prohibits Marine Corps activities from charging a conference fee to offset the cost of holding a conference, or to reimburse or supplement the appropriation from which the conference is funded unless specifically authorized by statute. Note that the DoN has implemented the guidance of a provision in the FY 07 National Defense Authorization Act that provides limited authority to collect fees from individuals and commercial participants attending DoD-sponsored events and credit those fees to agency appropriations or accounts that incurred the event costs when approved; however, the Marine Corps opted *not* to implement this authority. **Therefore, Marine Corps activities that sponsor a conference must fund all costs from mission funds.**

GAO provides guidance on using appropriated funding for conferences: [GAO appropriated funding](#). All training must comply with the Government Employees Training Act definition of training in [5 U.S.C. 4101\(4\)](#).



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Memorandum for Distribution dated 12 May 2006 from DoN, ASN (Financial Management and Comptroller)

The DoN has provided guidance on the use of appropriated funds to purchase food for events and clarified rules for conference fees. The memorandum states that as a general rule, food is a personal expense for which appropriated funds are not available without legal authority. The following is a list of exceptions in the context of conferences, meetings, and events:

Award Ceremonies: Food may be purchased only if all of the following criteria are met:

- Award recipients are either Federal employees or military members,
- Award recipients are publicly recognized, and
- The authorized DoN official has determined that food materially advances the recognition of the recipient.

Cultural Awareness Ceremonies: Food may be purchased only if all of the following criteria are met:

- The food is part of a formal program intended to advance Equal Employment Opportunity (EEO) objectives and to make the audience aware of the cultural or ethnic history being celebrated,
- The food is a sample of the food of the culture and is being offered as part of the larger program to serve an educational function, and
- The portions and selection of dishes do not constitute a meal, for which appropriated funds are not available under this exception.

Training

Appropriated funds may be used to cover food costs that constitute a non-severable portion of the registration or attendance fee for a training program. Food costs are non-severable if they are billed as part of the overall costs of the training sessions and the costs cannot be reduced by foregoing the food or by breaking out the food costs as a separate optional item. If food costs are a severable part of the registration fee, appropriated funds are available for such costs only where necessary for the employee to obtain the full benefit of the training. For example, where essential training is conducted during a luncheon session, food may be provided at Government expense. Simply labeling a session as a "training event" is not sufficient; instead, the event must be a substantive program designed to improve trainee and agency performance.

Conferences Sponsored by Non-Federal Entities

- The DoN may pay or provide reimbursement for food purchased as a non-severable, non-negotiable portion of a registration or attendance fee.
- If the cost of the food or meals is severable, appropriated funds are available only to the extent that all of the following criteria are met:
 - The expenditure is necessary to obtain the full benefit of the meeting or conference,
 - Meals and refreshments are incidental to the meeting or conference, and
 - The employee cannot take the meals elsewhere without missing formal discussions, lectures, or speeches that are essential parts of the conference.



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Conferences Sponsored by Another Government Agency

The DoN may pay for food for an employee if the criteria for "conferences sponsored by non-Federal entities – severable fee" above are met, and the meeting or conference involves matters of topical interest to multiple agencies and/or nongovernmental participants.

Formal DoN/DoD Conferences

Food may be purchased only if all of the following criteria are met:

- The conference is a formal conference with registration, a published and substantive agenda, and scheduled speakers,
- The conference involves matters of topical interest to actual participants from multiple agencies and/or nongovernmental participants,
- Meals and refreshments are incidental to the overall purpose of the formal conference,
- Attendance at the meal or when refreshments are provided is important to the host agency to ensure the attendees' full participation in essential discussions and speeches concerning the purpose of the conference, and
- The meal and refreshments are part of a formal conference that includes not just the meal and refreshments and discussions or speeches that may take place when the meal and refreshments are served, but also substantial sessions apart from those sessions at which food is served.

DoN/DoD-supported Conferences Where Food Creates No Additional Cost

Food may be provided at meetings sponsored by DoD to discuss day-to-day operations of the Government, or other Government-sponsored conferences in situations where all of the following criteria are met:

- The meeting is held at an outside facility,
- The cost of the food is a non-severable, non-negotiable portion of the cost of the conference space, and
- The cost of the space is demonstrably priced competitively with facilities at which food is not provided.

Fiscal Policy Associated With Conference Fees

- Although appropriated funds may be used to purchase food, as described in this subsection, a host agency may not charge an official registration or other fee, including for food, to defray the costs of the conference. This is a consequence of the miscellaneous receipts statute, [31 USC Section 3302\(b\)](#), which requires that funds collected for the Government be deposited into the general Treasury (miscellaneous receipts) absent statutory authority to do otherwise.
- Conference organizers may, however, collect personal funds unofficially from participants to purchase snacks and refreshments. Such collections must be truly voluntary, and the funds collected may not be commingled with or augmented by



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appropriated funds. These unofficial costs are not reimbursable to the attendee/conferee.

- To the extent that meals are provided at Government expense to travelers receiving per diem, the traveler must document receipt of the meal on his or her travel voucher.

Light Refreshments at Conferences

Per [Marine Corps Order 7300.22A dated 11 February 04](#), appropriated funds are not authorized to pay for light refreshments at conferences.

2.4 Sole Source Procurement

If after doing the market research, you cannot find at least one source that can provide your requested supply item or service, you may want to provide a rationale to recommend your project for sole source authorization approval authority.

The criterion to qualify must meet the legal definition of a sole source procurement which is that there is only one responsible source that can provide this product or service. In your market research, was there more than one responsible source? If your requirement does not meet the legal criteria, then it does not qualify as a Sole Source Procurement, and you will follow the full Requirements Package process as presented in Sections 5 and 6, without additional Sole Source or Justification and Approval documentation. If it does meet the Sole Source criteria, please follow the Sole Source Documentation requirements (See [FAR 6.3](#)) on the Requirements Package Checklist in [Section 5](#) for Supplies and [Section 6](#) for Services.

Please note that while the customer may request a sole source procurement action, the Regional Contracting Officer makes the final decision.

2.5 Other Than Full and Open Competition

In the course of market research, a Requirements Official may find that a supply or service is not widely available. While Contracting Officers promote full and open competition to the maximum extent possible in order to get the best value for taxpayers, under certain circumstances, the Contracting Officer may determine that an exception applies, and use of other than full and open competition must be justified, requested, and approved in accordance with [FAR 6.302](#). The market research will demonstrate to the Contracting Officer if this is the case.

The following are exceptions to full and open competition ([CMPG 1.8](#)):



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Only One Responsible Source

[[10 U.S.C. 2304\(c\)\(1\)](#), [FAR 6.302-1](#)]

- Unique supplies or services are available from only one or a limited number of sources.
- A follow-on contract for the continued development/production of a major system or highly specialized equipment (or major components thereof) is needed.
- Award to any other source would result in substantial duplication of cost to the Government that is not expected to be recovered through competition or unacceptable delays in fulfilling the requirement.
- The agency's need is for a brand name commercial item.

Unusual and Compelling Urgency

[[10 U.S.C. 2304\(c\)\(2\)](#), [FAR 6.302-2](#), [DFARS 206.302-2](#)]

- Unusual and compelling urgency (e.g., fire, flood, explosion, disaster), and
- Delay in award of a contract would result in serious injury (financial or other) to the Government unless competition is limited.

Industrial Mobilization

[[10 U.S.C. 2304\(c\)\(3\)](#), [FAR 6.302-3](#), [DFARS 206.302-3](#)]

- Government finds it necessary to establish or maintain a work force of suppliers or service providers in case of national emergency.
- Government deems it important to retain an expert witness for any current or anticipated litigation or dispute.
- Government requires research capabilities by an educational or other nonprofit institution or a federally funded research.

International Agreement

[[10 U.S.C. 2304\(c\)\(4\)](#), [FAR 6.302-4](#), [DFARS 206.302-4](#)]

- Acquisition will be reimbursed by a foreign government that requires that the supplies/services be obtained from a particular firm as specified in official written direction, e.g., Letter of Offer and Acceptance.
- A treaty or international agreement between the U.S. and a foreign government or international organization specifies or limits the sources to be solicited.

Authorized or Required by Statute

[[10 U.S.C. 2304\(c\)\(5\)](#), [FAR 6.302-5](#), [DFARS 206.302-5](#)]

- A statute expressly authorizes or requires that the acquisition be made through another agency or from a specified source.

National Security

[[10 U.S.C. 2304\(c\)\(5\)](#), [41 U.S.C 253\(c\)\(5\)](#), [FAR 6.302-6](#)]

- Disclosure of the Government's needs would compromise national security.



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Public Interest

[[10 U.S.C. 2304\(c\)\(7\)](#), [FAR 6.302-7](#), [DFARS 206.302-7](#)]

- The Secretary of the Navy determines that it is not in the public interest to provide for full and open competition.
- A written determination to use the Public Interest exception must be made by the Secretary of Defense.

Justification & Approval (J&A)

Justification and Approval documentation is required when one of the above cases will not result in full and open competition ([FAR 6.3](#)). The document must be prepared by the Requirements Official on RCO-NE letterhead, and will require a signature from the Office of Counsel.

A template for the J&A have been included in the Requirements Package documentation checklist for Supplies and Services in [Sections 5](#) and [Section 6](#) , [Exhibit 5-I](#).

Use of “Brand Name” and “Brand Name or Equal”

In order to ensure maximum competition amongst contractors, the identification of specific brand name products should be avoided. The exceptions to this rule are as follows:

- The particular brand name, product, or feature is essential to the Government’s requirements, and market research demonstrates that other companies’ similar products, or products lacking that specific feature, will not do;
- The authority to contract without providing for full and open competition can be supported by the required Justification and Approvals (J&A) documentation ([FAR 6.302-1](#)); or the basis for not providing for maximum competition is documented in the J&A ([FAR 13.106-1\(b\)](#)) or justified when the acquisition is awarded using the Simplified Acquisition Procedures (SAP); and
- The documentation or justification is posted for acquisitions over \$25,000 ([FAR 5.102\(a\)\(6\)](#)).

For **brand name or equal** requirements, the item description *must* be followed by the words “or equal” with a description of the pertinent physical, functional, or performance characteristics of the brand name item that could be satisfied by an “equal” item. Written approval by the Contracting Officer is required to use the **brand name or equal** provision. (See [PGI 211.105](#) and [CMPG 1.7.10](#))



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2.6 Prohibited Items

Please verify that the supply items you are trying to procure are not on the List of Prohibited and Special Attention Items below, from the CMPG GCPC Module Attachment D. If your product is on this list, RCO-NE can only procure these items for you if the appropriate documentation and/or requirements are met, since these are restricted items, and can be procured only through designated contracting officers with the appropriate warrants. Following this list is additional information about the procurement of Awards, Recognition, and Mementos Guidance ([CMPG SAP 10.3](#))

List of Prohibited and Special Attention Items

The following guidance is from the [CMPG GCPC Module Attachment D](#) but applies to all contract supply purchases by the RCO.

NOTE: The listing below supplements the Department of the Navy Consolidated Card Program Management Division (DoN CCPMD) [NAVSUPINST 4200.99](#) Chapter 5 – Special Attention Items, the DoN Simplified Acquisition Procedures [NAVSUPINST 4200.85D](#), Enclosure (2), and [Financial Management Regulation \(FMR\) Volume 10 Chapter 4](#).

Acceptance of goods and services

"Acceptance", which is required for payment, must be performed by a Government official (i.e., acceptance is an inherently governmental function). [FAR 32.905\(c\)](#) requires that documentation authorizing payment include the date the "designated Government official" accepted the supplies or services. Further, The Code of Federal Regulations [CFR 1315.2](#) "acceptance" as "acknowledgement by an authorized Government official that goods received and services rendered conform with the contract requirements." A contractor may sign and date receipt for supplies or services, however, the government employee who ultimately receives the item from the contractor will also have to sign and date the receipt signifying that a government employee received the item. Acceptances are done through Wide Area Work Flow (WAWF).

Ammunition

The purchase of ammunition by any Marine Corps organization other than MARCORSYSCOM is prohibited. POC at MARCORSYSCOM for ammunition requirements is Mr. Don Saunders, 703-432-3740, Donald.saunders@usmc.mil.

Awards

The procurement of awards shall be in accordance with policy and guidelines provided in [MCO 7042.6C](#).

Appropriated funds may be used to purchase trophies, medals, badges, medallions (coins) presented as awards recognizing the recipient's significant accomplishments. Appropriated funds may not be used to purchase utilitarian awards; e.g., clothing, uniform items, jewelry, functional weapons, etc. Appropriated funds may not be used to acquire awards and prizes that are negotiable or have marketable cash value; e.g. tickets and gift certificates for sporting events and meals.



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Awards issued must be of such nature as to be easily recognized as symbolizing or memorializing a significant accomplishment or event and be of nominal value (\$50.00 or less). The award must contain some notation or inscription of the purpose of the award.

Coins, Command

The procurement of medallions or “coins” shall be in accordance with policy and guidelines provided in [MCO 7042.6C](#). Medallions may be used as awards for significant accomplishments using locally available appropriated funds. General officers in command must authorize any purchase and use of medallions. This approval shall be in writing and filed within the purchase transaction file. The medallions should contain the name of the command presenting the award but may not contain the name of any individual commander. Commands may only purchase enough medallions to meet the bona fide need of the command for each fiscal year.

Conference Room Rental

The rental of a conference room shall be in accordance with [MCO 7300.22A](#). Note: The procurement of refreshments or the inclusion of the cost of refreshments in the conference room fee is prohibited. (See Conferences discussion in Section 2.3.)

Deposits

The use of the purchase card or convenience check for the payment of “Deposits” is prohibited. A payment of this type is considered an advance payment, which is prohibited.

Eye Exams for prescription safety eyewear

The use of appropriated funds for civilian eye refraction exam for safety glasses is prohibited. [OPNAVINST 5100.23G](#) states the following “It is a civilian employee’s responsibility to obtain an eye refraction exam and secure an accompanying prescription for safety glasses.”

Fees for Guest Speakers, Lecturers, and Panelists

[Deputy Secretary of Defense Memorandum Payment of Fees for Guest Speakers, Lecturers, and Panelists dated 3 April 2007](#) requires approval by the next higher organizational echelon for fees paid by DoD organizations for individuals to conduct speeches, lectures, and presentations in amounts greater than \$2,000. Approval authority for USMC activities is the Head of Activity (HCA) or his/her designee.

Gasoline or oil for DoN vehicles

The purchase of fuel or oil for DoN vehicles is prohibited. Activities must use the Fleet Card. The Fleet Card may also be used for maintenance services of DoN owned or leased vehicles.

Gym Membership

As a general rule, the use of appropriated funds for membership dues, to include Gym Memberships, is prohibited.

Exception: In accordance with [MCO P1100.71A Sect. 2211 Para 2a](#), Marine Corps Districts may obtain unit memberships for the purpose of staff members engaging in Marine Corps mandatory physical fitness programs as required by current editions of [MCO 6100.13](#) contingent on there being no local military or other (school or municipal) facilities reasonably available for



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the conduct of such activities. Memberships shall be in the agency's name or the position title of an agency official, rather than in an individual's name.

Key Volunteer Network

Awards of nominal value for volunteers which cannot be construed as personal gifts (Items such as charms or other jewelry-type items are considered personal) may be purchased using APF and NAF when "distinctive service" is being recognized. Individuals may be presented plaques, letters, certificates, identifying insignia, or other items for their volunteer service. APF and NAF may be used to purchase awards for volunteers if budgeted and approved by the Commander. Cost of awards shall not exceed \$24 per individual per recognition. Cash awards are prohibited.

[MCO 1754.6A](#) "Marine Corps Family Team Building"—and Key Volunteer guide - www.usmc-mccs.org/kvn/trainingmanuals.cfm

Lodging and Meals

Purchase cardholders are prohibited from using their purchase card for the payment of lodging, meals, and/or other travel related expenses for employees, military or civilian, on temporary duty.

Marine Corps Ball Funding

[MCO 5100.31](#) (MARADMIN 430/99) provides guidance for the use of appropriated funds to support the Marine Corps Ball, which is a two-tiered event with one tier being the official ceremony and the other being the social event (i.e., dinner and dancing).

Official Representation Funds (ORF)

Requirements for ORF shall be in accordance with [DoD Directive 7250.13](#) and [SECNAVINST 7042.7](#). ORF accounts must be set up as a separate account from the cardholder micro purchase or method of payment cards. The fourth embossed line of the card should include the words "ORF Account".

Printing and Duplication

DAPS is the only authorized document reproducer for the DoN. All printing and duplication jobs must go through DAPS. DAPS can most always meet printing and duplication jobs overnight when submitted via the [DAPS online ordering system](#). DAPS does not have the authority to approve a waiver to use commercial print suppliers, only the Government Printing Office (GPO) has this authority [[Section 504, Title 44 USC](#)]. However, if necessary, DAPS will assist with a waiver request to the GPO for requests prior to job completion. All questions concerning definitions of printing, duplicating, etc., should be referred to the DAPS Customer Interaction Center, at 1-877-DAPS CAN or email at: custinfo.daps@dla.mil. Additional information concerning the DAPS online ordering system, distribute and print and other capabilities can be found at the DAPS Website: <http://www.daps.dla.mil/>.

GCPC Cardholders (CHs) are required to use DAPS for all DON printing requirements. If a waiver is required because DAPS cannot meet the job requirements, DAPS will work with the CH and proper chain of command to submit the waiver request to GPO, prior to job completion.



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Recognition Items for Military Recruitment and Retention Purposes

Appropriated funds may be used to purchase recognition items of nominal or modest value for recruitment or retention (including reenlistment) purposes to be presented to members of the armed forces, members of the families of members of the armed forces, and other individuals recognized as providing support that substantially facilitate service in the armed forces. Items may be purchased only if all of the following criteria are met:

- Each recognition item shall be of a value less than \$50.
- Items should be designed to recognize or commemorate service in the armed forces, such as coins, medals, trophies, badges, flags, posters, and paintings. This could include an item displaying the logo of the command in which the individual served, to recognize and commemorate their service.
- Documented justification will be maintained that establishes the basis for the recognition of individual(s) receiving an item.
- Functions conducted for the purpose of presenting such items shall be treated as recruiting functions with the recipients treated as persons who are the objects of armed forces recruiting efforts. As such, appropriated funds may be used to provide small meals and refreshments as provided for in [10 U.S.C. 520c](#) (as a general rule, food is a personal expense for which appropriated funds are not available absent legal authority).

This policy applies only to items procured and distributed under this new authority. It does not apply to existing programs authorized to purchase trinkets (pencils, magnets, computer mouse pads, etc) distributed for recruiting purposes. See [MCO 7040.12](#) Presentation of Recognition Items for Military Recruitment and Retention Purposes dated 3 April 2007 which incorporates DoN Office of the Assistant Secretary (Financial Management and Comptroller) Memorandum dated 9 November 2006 of the same title.

Uniforms

Uniform items that are part of the sea bag are issued to DoN personnel upon enlistment and are to be replaced by the member with an annual cash allowance. Therefore, sea bag items will not be purchased with Operating Target (OPTAR) funds except as provided below. Organizational or personal protective clothing (such as aiguillettes, special safety shoes, disposable coveralls, etc.) is the property of the organization, remains with the organization and is paid for with OPTAR funds. Organizational clothing and equipment are those individual clothing items on the unit's allowance list that are issued to Marines on a temporary basis to accomplish assigned duties. The Marines are accountable for organizational clothing and equipment issued and will return it upon reassignment. Organizational clothing will be issued only at the discretion of the commander, according to allowances and directives published by HQMC.

Sea bag items can be issued or replaced as work clothing and procured using OPTAR funds for mess management specialists (e.g., tee shirts, trousers, caps, aprons) and for personnel whose work is of a destructive nature to clothing (e.g., cleaning fuel oil tanks, entering boilers, decontamination work) (Ref. [NAVSUPINST 4200.85D](#)). Use of appropriated funds to purchase Physical Training Uniforms is prohibited unless involved in recruit training.



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Wearing Apparel

The purchase of clothing is generally prohibited.

The General Accountability Office (GAO) considers clothing items, such as coats, foul weather gear, coveralls, etc., to be a personal expense of the employee, and appropriated funds are not generally available for personal expenses. GAO has stated “every employee of the government is required to present himself for duty properly attired according to the requirements of his position.”

Exceptions for clothing are provided in 1) [10 U.S.C. 1593](#), Uniform Allowances, 2) [5 U.S.C. 7903](#), Protective Clothing and Equipment, but only if three tests are satisfied, and 3) [29 U.S.C. 668](#) (OASH) provides the government may provide protective clothing if the agency determines that it is necessary under OSHA and its implementing regulations.

Awards, Recognition, and Mementos Guidance (CMPG SAP 10.3)

The Marine Corps provides recognition in a variety of circumstances, both internal and external to the Marine Corps. The use of appropriated funds is authorized for the formal or informal presentations of items such as medals, plaques, certificates, and pins to military and civilian personnel as long as the purchase and presentation are accomplished in compliance with [NAVSUPINST 4200.85D](#) and other published directives. Awards may also be granted for a variety of specific reasons as authorized by other approved instructions.

Plaques, Ashtrays, Greeting Cards and Other Mementos as Give-Away Items (CMPG 10.7)

Appropriated funds shall not be used to purchase give-away items. All such items are viewed by GAO as personal gifts, for which appropriated fund use is not appropriate. The only exception is when there is a direct connection between a particular give-away item and the purpose for which the appropriation was made. Further, it must be determined that the item was essential to the achievement of such purpose.

If a requiring activity has funds, they may be used to purchase mementos (not exceeding \$200 in cost) used in connection with ceremonies, dedications, or official functions. These mementos may not be personal items, but rather Command mementos, such as plaques.



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SECTION 2 EXHIBIT LIST

- 2-A [Market Research Methods and Helpful Hints](#)
- 2-B [Furniture Market Research Checklist](#)
- 2-C [Audio-Visual Equipment Market Research Checklist](#)
- 2-D [Art and Document Framing Market Research Checklist](#)
- 2-E [Analyst Services Market Research Checklist](#)
- 2-F [Portable Toilet Market Research Checklist](#)
- 2-G [Generic Market Research Checklist for Any Procurement](#)



3. MICROPURCHASES

After doing the market research, if you estimated your procurement to be less than \$2,500 for a service and less than \$3,000 for a supply, this is considered to be below the micropurchase threshold. In this range, the method of procurement is the Governmentwide Commercial Purchase Card Program (GCPC). This method is similar in nature to a commercial credit charge card; however, it is for official Government use only by authorized Agency personnel to purchase supplies and services in support of mission requirements. The GCPC is mandatory for all purchases less than or equal to the micro-purchase threshold. Micro-purchase threshold means \$3,000, except it means –



- \$2,000 for acquisitions of construction subject to the Davis-Bacon Act
- \$2,500 for acquisitions of services subject to the Service Contract Act.

The RCO-NE point of contact for the GCPC program is Barbara Loving, GCPC Branch Chief, (703) 784-2921, Barbara.Loving@usmc.mil.

To become a GCPC cardholder, you must first submit a GCPC Cardholder Nomination Letter ([Exhibit 3-A](#)), to the RCO Attention: Ms. Loving.



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SECTION 3 EXHIBIT LIST

3-A [Government-wide Commercial Purchase Card](#)



4. INITIATING PROCUREMENT REQUEST

4.1 PR Builder

Every supply or service that you wish to procure by contract must be initiated with RCO-NE through a Procurement Request (PR), on PR Builder. PR Builder is a web-based Procurement Request tool which makes it easy to generate, track, and process PRs and funding documents from anywhere in the world where Internet access is available via Internet Explorer.

The PR Builder Process has many advantages. In addition to being easy-to-use, the PR Builder provides customized workflows and interfaces with SABRS (Standard Accounting, Budgeting, and Reporting System) to automatically commit funds. PR Builder has the capability of interfacing with the DoD contract writing system Standard Procurement System (SPS) which saves time by automatically populating CLIN data into the SPS inbox to include funding information. The PR Builder System is a centrally managed solution for the generation of requirements into solicitation documents.

It also interfaces with the Standard Accounting, Budgeting, and Reporting System (SABRS) to automate the funds commitment process for all supplies and services to be purchased with a contract.

Gaining Access to PR Builder

To be eligible to use PR Builder, please check with your command's designated PR Builder Workflow Manager to be given access to PR Builder. Once you are cleared, visit <https://www.prbuilder.navy.mil/>, where you will register as a user. Once in the system, you will have access to computer based training (CBT). You will then be able to submit Procurement Requests (PRs) on behalf of your activity.

PR Builder was designed by the U.S. Navy. The Marine Corps administrator is the U.S. Marine Corps Systems Command. **As such, all questions or comments should be directed to the PR Builder Help Desk directly.**

The PR Builder Help Desk Number is (877) 452-9058.

The PR Builder Manager at RCO-NE is: MSGT Ronald Ryman. MSGT can be reached at (703) 784-2808, or by email at: Ronald.ryman@usmc.mil.

Uploading Your Requirements Package into PR Builder

PR Builder allows you to provide the required justification and documentation for a PR that will be reviewed by the RCO, and when accepted, will enable them to carry the package onward into the solicitation process. This documentation is called the Requirements Package, which you will upload onto PR Builder as part of your PR justification. Just click on "Upload Attachments" from the PR Options drop-down on the Menu Bar.



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SECTION 4 EXHIBIT LIST

There are no exhibits in this section.



5. SUPPLIES REQUIREMENT PACKAGES

This section includes the necessary information to put together your Requirements Package for supplies Procurement Requests.



5.1 PR Requirements Package for Supplies

The market research will give you a good idea of the specific supply item you may need to procure, and an estimated cost. The following checklist provides the required documentation by estimated requirement value. It can also be found in [Exhibit 5-A](#).

SUPPLIES					
PR Requirements Package					
#	[Key thing is to speak to customer liaison to map out package requirements specific to your requirement] Document Name	PR Under \$100K	PR Over \$100K	PR Over \$10M	PR Over \$50M
1	Funding Document (PR Document) entered into PR Builder	X	X	X	X
2	Acquisition Strategy (with IGCE included)		X	X	
	Acquisition Plan (with IGCE included)				X
3	Performance Work Statement (PWS) or Statement of Work (SOW)		X	X	X
4	Technical Evaluation Criteria (for competitive PRs only)	X			
5	Signed Non-Disclosure Agreement (NDA) by each Technical Evaluation Member		X	X	X
6	Contracting Officer's Representative (COR) Nomination Letter with COR Training Certificate Attached (for Service requirements)	N/A	N/A	N/A	N/A
7	Wide Area Work Flow Point of Contact (POC)	X	X	X	X
8	Sole Source Memo	X			
	Justification & Approval (J&A) (only required if non-competitive)		X	X	X
	Limited J&A when using GSA schedule		X	X	X
9	Market Research Checklist	X	X	X	X
10	DD Form 254: Security Classification Form (if applicable)	N/A	N/A	N/A	N/A
11	Source Selection Plan			X	X
12	IT Waiver (if applicable)	X	X	X	X
13	Organization Conflict of Interest (OCI)	N/A	N/A	N/A	N/A

These documents are listed on the Exhibit Page at the end of the Section, and are hyperlinked to the necessary information contained in the exhibits.

Some discussion points on each of these documents:



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<u>Document</u>	<u>Description</u>	<u>Exhibit</u>	<u>Comments</u>
1	Funding Document	-	This is actually entered into PR Builder, so no document necessary in PR.
2	Acquisition Strategy	<u>5-B</u>	(with IGCE included) For PR >\$100K and PR >\$10M.
	Acquisition Plan	<u>5-C</u>	(with IGCE included) For PR >\$50M. This includes a Source Selection Plan and Technical Evaluation Plan all in one for PR >\$50M.
3	Three Types of Statements of Work	<u>5-D</u>	Performance Work Statement (PWS) Template and Statement of Objectives (SOO) Template Use the one that best suits the need.
4	Technical Evaluation Criteria	<u>5-E</u>	(Seaport Factors) For all supply requests. This is a very straightforward acceptance criteria for supply procurements. Only done if there is more than one source, i.e., a competitive environment. Technical Evaluation Criteria for PR >\$100K, PR >\$10M, and PR >\$50M are included in the Source Selection Plan, so a separate Technical Evaluation Criteria document is not necessary.
5	Non-Disclosure Agreement	<u>5-F</u>	For all PRs except PR under \$100K. Prohibits the disclosure of procurement sensitive information.
6	Contracting Officer's Representative Nomination Letter	<u>6-D</u>	Not required for supply requests.
7	Wide Area Work Flow Point of Contact Information	<u>5-G</u>	For all PRs.



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<u>Document</u>	<u>Description</u>	<u>Exhibit</u>	<u>Comments</u>
8	Sole Source Justification Statement	<u>5-H</u>	For PR under \$100K. Only applies if there is only one source that can provide the supply request, and only for PRs under \$100K.
	Justification and Approval (J&A)	<u>5-I</u>	Only required if non-competitive. For PR >\$100K, PR>\$10M, and PR>\$50M.
	Limited Source Justification Guidance	<u>5-J</u>	When using GSA Schedule for PR>\$100K, PR>\$10M, and PR>\$50M.
9	Market Research Checklist	<u>5-K</u>	(Generic) Required for all PRs. For commonly requested types of procurements, use the checklists and guidance provided in Section 2.3 Market Research. The Commercial Item Determination will be made by the Customer Liaison in the Acquisition Strategy or Acquisition Plan, so a separate CID document is not required.
10	DD Form 254 Security Classification	<u>6-F</u>	Not required for supplies, just services.
11	Source Selection Plan (SSP)	<u>6-G</u>	Required for Supply PRs>\$10M. For Supply PRs <\$10M, a Source Selection Plan is not required.
12	IT Waiver	<u>5-M</u>	If applicable, required for all dollar thresholds.
13	Organizational Conflict of Interest (OCI)	<u>6-H</u>	Not required for supplies, only applies to services.



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5.2 Statement of Work for Supplies

For Supplies, the Requirements Official needs to convey in the Statement of Work:

- What function the product must perform
 - Principles of operation
 - End item application
- What performance is required
 - Restrictive environmental conditions
 - Intended use
 - Equipment with which the item is to be used
- Essential physical characteristics
 - Common nomenclature (commercial description)
 - Kind of material
 - Electrical data (if applicable)
 - Dimensions, size, capacity
 - Original Equipment Manufacturer (OEM) part number (if applicable)
 - Other pertinent info, as needed

All possible information relating to the user's need should be given to the Contracting Officer, so that the best possible schedule for implementation can be planned.

5.3 Procurement Marine Corps Appropriation

For any one supply item or system that is greater than \$250K, Operations and Maintenance Marine Corps (O&MMC) funds cannot be used, but rather, Procurement Marine Corps (PMC) Funds must be programmed to purchase this item. Examples of items purchased with PMC funds are equipment, weapons and munitions, vehicles, spares, and repair parts.





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SECTION 5 EXHIBIT LIST

- 5-A [Procurement Request \(PR\) Requirements Package Checklist for Supplies](#)
- 5-B [Acquisition Strategy \(Procurement Plan\) CMPG 1.4.3](#)
- 5-C [Acquisition Plan for Supply PRs >\\$50M](#)
- 5-D [Three Types of Statements of Work](#)
- 5-E [Technical Evaluation Criteria](#)
- 5-F [Contractor Non-Disclosure Agreement](#)
- 5-G [Wide Area Work Flow Point of Contact Information](#)
- 5-H [Sole Source Memo Sample for Supplies](#)
- 5-I [Justification and Approval \(J&A\)](#)
- 5-J [Limited Source Justification Guidance and Sample](#)
- 5-K [Generic Market Research Checklist](#)
- 5-L [Source Selection Plan for PRs > \\$10M](#)
- 5-M [IT Waiver](#)



6. SERVICES REQUIREMENT PACKAGES

Service requirements are distinct from supply requirements in that these require a level of complexity associated with it that requires more attention and detail than the supply process. There is inherently more planning and documentation associated with the ongoing assessment of the services requested, requiring the Contracting Officer Representative (COR) function to be part of the services procurement process. Employees who are involved in contracting matters or who work with contractors and contractor personnel need to be constantly aware that certain restrictions may apply to their activities, in order to preserve the integrity of the procurement process critical to the success of working with contractors in our workforce.



The following guidance will assist you in accounting for all the necessary documentation to move forward with your services procurement. For each major procurement category, a requirements checklist has been provided. This requirement checklist will also be an Exhibit item referenced as well. Please note that many of the requirement checklist items are the same for supplies and service requirements.

6.1 PR Requirements Packages for Services

The market research will give you a good idea of the specific supply item you may need to procure, and an estimated cost. The following checklist provides the required documentation for the estimated requirement value.



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SERVICES

PR Requirements Package					
#	[Key thing is to speak to customer liaison to map out package requirements specific to your requirement] Document Name	PR Under \$100K	PR Over \$100K	PR Over \$10M	PR Over \$50M
1	Funding Document (PR Document) entered into PR Builder	X	X	X	X
2	Acquisition Strategy (with IGCE & QASP included)		X	X	
	Acquisition Plan (with IGCE & QASP included)				X
3	Performance Work Statement (PWS) or Statement of Work (SOW)		X	X	X
4	Technical Evaluation Criteria (for competitive PRs only) Included in Source Selection Plan)	X	X	X	X
5	Signed Non-Disclosure Agreement (NDA) by each Technical Evaluation Member		X	X	X
6	Contracting Officer's Representative (COR) Nomination Letter with COR Training Certificate Attached (for Service requirements)		X	X	X
7	Wide Area Work Flow Point of Contact (POC)	X	X	X	X
8	Sole Source Memo	X			
	Justification & Approval (J&A) (only required if non-competitive)		X	X	X
	Limited J&A when using GSA schedule		X	X	X
9	Market Research Checklist	X	X	X	X
10	DD Form 254: Security Classification Form (if applicable)	X	X	X	X
11	Source Selection Plan		X	X	X
12	IT Waiver (if applicable)	X	X	X	X
13	Organization Conflict of Interest (OCI)		X	X	X

These documents, listed on the Exhibit Page at the end of the Section, are hyperlinked to the necessary information contained in the exhibits.

The above checklist is the PR Requirements Package Checklist for Services, [Exhibit 6-A](#).

Some discussion points on each of these documents follow:



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<u>Document</u>	<u>Description</u>	<u>Exhibit</u>	<u>Comments</u>
1	Funding Document	-	This is actually entered into PR Builder, so no document necessary in PR.
2	Acquisition Strategy	<u>6-B</u>	(DoN MOPAS 2) With IGCE and QASP included. For PR >\$100K and PR > \$10M.
	Acquisition Plan	<u>6-C</u>	With IGCE and QASP included. For PR >\$50M. This includes a Source Selection Plan and Technical Evaluation Plan all in one for PR > \$50M.
3	Three Types of Statements of Work	<u>5-D</u>	Performance Work Statement (PWS) Template and Statement of Objectives (SOO) Template. Use the one that best suits the need.
4	Technical Evaluation Criteria	<u>5-E</u>	(Seaport Factors) For services requests under \$100K. This is a very straightforward acceptance criteria for service procurements under \$100K. Only done if there is more than one source, i.e., a competitive environment. Technical Evaluation Criteria for PR >\$100K, PR >\$10M, and PR >\$50M are included in the Source Selection Plans, so a separate Technical Evaluation Criteria document is not necessary.
5	Non-Disclosure Agreement	<u>5-F</u>	For all PRs except PR under \$100K. Prohibits the disclosure of procurement sensitive information.
6	Contracting Officer's Representative Nomination Letter	<u>6-D</u>	Required for all service requests.
7	Wide Area Work Flow Point of Contact Information	<u>5-G</u>	For all PRs.



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<u>Document</u>	<u>Description</u>	<u>Exhibit</u>	<u>Comments</u>
8	Sole Source Justification Statement	6-E	For PR under \$100K. Only applies if there is only one source that can provide the service request, and only for PRs under \$100K.
	Justification and Approval (J&A)	5-I	(Only required if non-competitive.) For PR>\$100K, PR>\$10M, and PR>\$50M.
	Limited Source Justification Guidance	5-J	When using GSA Schedule for PR>\$100K, PR>\$10M, and PR>\$50M.
9	Market Research Checklist	5-K	Required for all PRs. For commonly requested types of procurements, use the checklists and guidance provided in Section 2.3 Market Research. The Commercial Item Determination will be made by the Customer Liaison in the Acquisition Strategy or Acquisition Plan, so a separate CID document is not required.
10	DD Form 254 Security Classification	6-F	Required for all service requests.
11	Source Selection Plan (SSP)	6-G	Required for Services PR>\$100K and <\$10M.
		5-L	Required for Services PR>\$10M.
12	IT Waiver	5-M	If applicable, required for all dollar thresholds.
13	Organizational Conflict of Interest (OCI)	6-H	Required for services.



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6.2 Services Performance Work Statement

For services, the Requirements Official should be able to clearly describe

- The support needed
- The duration of the need
- The desired results

All possible information relating to the user's need should be included in the Procurement Request Requirements Package so that the best possible schedule for implementation can be planned as accurately as possible.

Performance-based Acquisition is the preferred way to obtain services, supported by the current DoD policy. This method states what needs to be done, *not how*. Guidance on writing a Performance-Based Work Statement (PWS) is provided in [Exhibit 5-D](#). Other helpful hints are:

- Measurable Performance Standards
- Remedies and/or Incentives to be included in the PWS to result in quality services
- A strong Quality Assurance Surveillance Plan. (QASP)

The QASP is used to put systematic quality assurance methods in place in the administration of the performance-based contract. It details how and when the Government will survey, observe, test, sample, evaluate, and document Contractor performance according to the PWS. Thus, the QASP is written in conjunction with the PWS.

A QASP should include the following information:

- Purpose
- Performance Standards
- Acceptable Quality Levels (AQLs)
- Incentives
- Procedures
- Management and Oversight
- Methods of Surveillance/Evaluation
- Notification and Response
- Records and Documentation
- Ratings
- Performance Requirements Summary (PRS) summarizes the performance objectives, performance standards, AQLs, surveillance methods, and incentives



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SECTION 6 EXHIBIT LIST

(IN THE ORDER REFERENCED)

- 6-A [Procurement Request \(PR\) Requirements Package Checklist for Services](#)
- 6-B [Acquisition Strategy DoN MOPAS 2](#)
- 6-C [Acquisition Plan for PRs >\\$50M](#)
- 5-D [Three Types of Statements of Work](#)
- 6-E [Sole Source Memo Sample for Services](#)
- 5-I [Justification and Approval \(J&A\)](#)
- 5-J [Limited Source Justification Guidance](#)
- 5-K [Generic Market Research Checklist](#)
- 6-E [Sole Source Memo Sample for Services](#)
- 6-F [DD254 Security Classification](#)
- 6-G [Source Selection Plan Template\(Services, PRs over \\$100K and Under \\$10M\) CMPG](#)
[1.11](#)
- 5-L [Source Selection Plan for PRs > \\$10M](#)
- 5-M [IT Waiver](#)
- 6-H [Organizational Conflict of Interest](#)



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7. DETERMINATIONS AND FINDINGS

[7.1 Economy Act or Non-Economy Act Orders \(MAPS Subpart 17.5\)](#)

The Economy Act, 31 United States Code 1535, provides great flexibility in the procurement of supplies and services by allowing the Marine Corps to legally transfer funds outside the Marine Corps to other Federal agencies. The Act authorizes Federal agencies to pursue interagency acquisitions that are determined to be in the best interest of the Government when the supplies or services cannot be obtained as conveniently or economically by contracting directly with a private source.

The Economy Act as well as the Non-Economy Act, which allows the Marine Corps to procure supplies and services with non-DoD Agencies, both require additional reviews, approvals, and reporting for all interagency acquisitions. These acquisitions, also known as “Assisted Acquisitions”, require that a Determinations and Findings (D&F) be approved before funds can be transferred to an agency outside of the Marine Corps. The Contracting officer, with the assistance of the Requirements Official, comptroller, and legal counsel, will prepare and forward the D&F to the proper approving official. D&F Guidance can be found in [CMPG 1.5.1](#), and [Exhibits 7-A](#) and a D&F Template can be found in Exhibit [7-B](#).

Within the Marine Corps, the ADC, I&L (Contracts) and Marine Corps Systems Command (MARCORSYSCOM) have been delegated the authority to approve D&Fs. The approval requirements for both Economy and Non-Economy D&Fs can be found in tables in Exhibit 7-A.

Use of agencies outside of the Marine Corps provide flexibility, but it comes at a cost with the overhead fees which can range from 2% to 14% of the award amount. Timely acquisition planning and market research can successfully implement a requirement and expenditure of funds through a Marine Corps contracting office. Acquisitions within the Marine Corps are preferred, to avoid the payment of fees assessed by Non-Marine Corps contracting offices and assisting agencies, thereby conserving our limited financial resources. Under special circumstances, transferring funds outside the Marine Corps to another DoD agency under the Economy Act, or outside of DoD under the Non-Economy Act is an option, but only if the circumstances justify such an action, and only with the approval of the [Determinations and Findings](#) (D&F) by the RCO.

The D&F package should include a Performance-based Work Statement and a Quality Assurance Surveillance Plan (QASP).



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SECTION 7 EXHIBIT LIST

- 7-A [Economy and Non-Economy Act Guidance](#)
- 7-B [Determination & Findings \(D&F\)](#)



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8. CONTRACT ACTIONS

8.1 Modifications/Options

Modifications and Options can be initiated if there is a contract already in place under which an activity is ordering supplies or services. A modification would be initiated if there is justifiable cause to make a change to it, or if it was set up with option years with pre-priced items so that the government can choose to exercise an option year and extend the contract period of performance by one year.

Modifications

If your command already has a contract in place that the RCO is managing for you, and you would like to make a change to that contract, you would initiate a modification request. RCO guidance recommends that the change not exceed 15% of the base contract amount, however, each case is reviewed by the contract specialist. If the modification request is in the best interest of the government, the contract specialist may proceed with the modification ([CMPG 5.5](#)).

Options

Contracts can be established so that the government will have the option of extending the contract for one additional year toward the end of the contract. This is called exercising the option to extend the contract. A contract can be set up to extend up to four option years. This setup saves a lot of up front work. This is encouraged for contracts that are cyclical or repetitive in nature. See [CMPG 5.6](#).

8.2 Delivery Orders/ Task Orders

A Delivery Order (DO) is an order for supplies placed against an established contract or with Government sources. A Task Order (TO) is an order for services placed against an established contract or with Government sources ([FAR 2.101](#)), [CMPG 5.4](#). DOs/TOs may be Fixed Price (FP), Cost Reimbursement (CR), Time-and-Materials (T&M), labor-hour, or some combination of these arrangements, as stated in the contract. (See [CMPG 1.6](#)).

In accordance with [FAR 16.505](#), DOs/TOs issued under Indefinite Delivery/Indefinite Quantity (IDIQ) contracts must contain the following:

- Date of Order.
- Contract and Order Number.
- Contract Line Item Number (CLIN) and description, quantity, unit price (supplies) or estimated cost/fee (services).
- Delivery schedule/Period of performance (must be within the contract period).
- Place of delivery or performance.
- Packaging and Shipping Instructions, if applicable.
- Accounting and appropriation data.
- Method of payment and payment office (if not included in the contract).



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- Orders for services should be expressed in terms of performance based requirements. (See [FAR 37.602](#).)

Task Orders Under Multiple Award Contracts

All services acquired under IDIQ Multiple Award Contracts (MACs) are provided through award of DO/TOs. [FAR 16.505\(b\)](#) and [DFARS 216.505-70](#) provide general guidance on issuing orders. The following are suggested procedures for issuing a competitive multiple award TO:

- *Identify Requirement* – The Contracting Officer must provide each awardee a fair opportunity to be considered for each order exceeding \$3,000 issued under multiple DO contracts or multiple TO contracts. For exceptions to the fair opportunity process, see [CMPG 5.4.1.1](#).
- *Document Fair Opportunity Exception*, if applicable – Every order shall identify the basis if using an exception to MAC fair opportunity requirements. The Customer may initiate a request for exception to fair opportunity by submitting a written request to the Contracting Officer. (See [Memo Requesting Exception to Fair Opportunity](#), Exhibit 8-A.) For MAC orders exceeding \$100,000 that do not provide fair opportunity, the Contracting Officer must execute a justification that is prepared and approved in accordance with [FAR 8.405-6\(c\)](#) and includes a written determination that addresses one of the exceptions as described above. (See [DFARS 216.505-70\(b\)](#).)
- *Develop Evaluation Plan* – The Customer sends draft evaluation factors and scoring criteria to the Contracting Officer for review.
- *Issue Request for Quote (RFQ)* – The PWS/SOO, CDRL, and Q&A document are attached to the RFQ, and sent out to each MAC Contractor electronically (may be sent via email).
- *Provide Questions and Answers* – Comments and questions are sent in to the Contracting Officer, which are then consolidated into a Questions and Answers (Q&A) amendment to provide responses to Q & A.
- *Amend RFQ to provide Government responses.*
- *Receive and Evaluate Quote/Offer* – The Contracting Officer will coordinate a technical evaluation of the offers, and the Customer will then submit a subsequent technical award recommendation to the Contracting Officer for final evaluation of technical and other factors.
- *Award* – The DO is prepared and awarded on DD Form 1155 Order for Supplies or Services or SF 1449 Solicitation/Contract/Order for Commercial Items in the Standard Procurement System (SPS).
- *Provide Award Notification* – The Contracting Officer provides notification of award to all Offerors, which includes the name of the awardee and price. Debriefs are also considered at this time (not mandatory).



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SECTION 8 EXHIBIT LIST

8-A [Memo Requesting Exception to Fair Opportunity](#)



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9. ACQUISITION DO'S AND DON'TS

As with any process where good stewardship of government funds is a priority, these Do's and Don'ts may prevent you from overspending your limited resources, or committing a serious procurement violation:

Do: Plan ahead. Many times activities are caught short at the end of the year, with many unfunded requirements, but no means to obligate the funds quickly. The seemingly convenient solution to go to non-Marine Corps or Non-DoD contracting officers through the Economy or Non-Economy Act may seem attractive, but the bottom line is that you could be spending 4% to 10% more on overhead fees for the use of those contracting agencies. Often these same services or supplies are accessible through the Marine Corps, but like anything else, they require adequate planning and lead time for successful completion. Those extra resources expended to recover from lack of foresight could be put to better use. Look for the RCO's MCCDC Bulletin 4200 which provides the submission dates for turning in your PRs to get those funds executed by the end of the year.



Don't: Wait until August to execute funds by Sep 30. Sometimes it is just not possible to obligate funds that quickly, especially for more complex requirements. Don't take any chances!

Do: Set up your contract with option years, if possible, to get the most for your efforts when initiating a Procurement Request. For example, when planning for long term requirements, adding option years to your contract give you the choice of extending the contract services for another year. These options require much less lead time to execute than starting a new contract. Additionally, prices can be set for the follow on year, just requiring the customer to exercise the option to make it happen.

Don't: Work around thresholds by submitting a project with hidden costs to speed up the process, thinking that you just need to get in the door and can resolve the cost issues later. These costs will surface, and you may be faced with more costs than you have funds for, not to mention now seeking proper approvals (and wrath) for the project that you were trying to avoid in the first place. This is one example of violating the Antideficiency Act, definition below.

[Antideficiency Act](#)

This act prohibits the obligation or expense of Government funds in excess of amounts appropriated by Congress or in excess of amounts allowed by regulations. It forbids the obligation of funds in advance of the official appropriation of funds. The head of each Government agency is required to establish an administrative control system to keep obligations within the amount of apportionment and to detect and report violations of the act. For more information, see the [DoD Financial Management Regulation Volume 14 Chapter 2](#).



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Don't: Break up a requirement into smaller packages just to get around the thresholds to save time and paperwork in the approval process. This occurs with expense (OMMC) vs. investment (Procurement) funds. Requirements Officials are forbidden from breaking down a requirement to smaller projects to work around funding threshold regulations. This is an Antideficiency Act violation with serious consequences, such as personal liability.

Don't: Spend what you don't have. Asking the contractor for something that is not in the Statement of Work or inferring that later payment will be received so that you can move forward with the project will come back to bite you. Making commitments to a vendor without having the funds, or wheeling and dealing with a contractor without a formal modification to the contract is making an unauthorized commitment (see definition below), and could be held personally liable for your actions. Military careers have been ruined over such an instance. Don't do it!

Unauthorized Commitments

An Unauthorized Commitment (UC) is an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government ([FAR 1.602-3](#)). The ordering and acceptance of supplies and services without the benefit of a legal contract constitute improper acts and does not obligate the Government for the items ordered, but may incur a personal liability to the individual who made the commitment. Such agreements may be ratified, or approved, after they have been illegally authorized, but only by an official who has the authority to do so (see [MAPS 1.602](#)) and only when certain conditions are met. See CMPG SAP Section 10.12 presented in [Exhibit 9-A](#) for details on Ratification of Unauthorized Commitments. Visit this [website](#) for a short video on unauthorized commitments. (If you are having difficulty with this link, try copy and pasting the URL into your browser.)

Do: Be aware of potential conflicts of interest between contracted personnel and government personnel. Conflict of interest issues must be addressed, because a person may have relationships with others that make him/her potentially unable to be impartial when it comes to giving advice to the Government, or performing contract work, or provide an unfair competitive advantage. This may apply to defense industry contractors, as more functions are outsourced by the government. Should the Contracting Officer or Requirements Official discover that an Organizational Conflict of Interest, or OCI may potentially exist, the Requirements Official will assist the Contracting Officer in an investigation to identify all actual and potential OCIs, and the Contracting Officer will provide a written analysis to avoid, neutralize, or mitigate the conflict, and include provisions in the solicitation and a contract clause to address this.

Offerors must acknowledge acceptance of the proposed contract clause in their proposal and state they have no OCI issues or submit a mitigation plan to be reviewed by the Contracting Officer, Requirements Official, and Legal Counsel. The project mitigation plan should include at a minimum, a Contractor Non-Disclosure Agreement (NDA) and a Contractor-Employee NDA which is included in the Requirements Package checklist. The mitigation plan is subject to approval by the Contracting Officer and higher authorities.



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SECTION 9 EXHIBIT LIST

9-A [Ratification of Unauthorized Commitments](#)



10. PLANNING CONSIDERATIONS

10.1 Contract Financing

Just as important as defining the requirement is budgeting for it with the appropriate type of funds. This is critical to avoid pressure to fund it with the wrong type of funds which could result in an Antideficiency Act violation. The Requirements Official is responsible for the proper budgeting. Depending on the size and type of requirement, budgeting may require as much as a two year forecast. For this reason, an early dialogue with your Comptroller will initiate the budgeting process.

Funding Your Requirement

Every Procurement Request (PR) must have a funds authorization with sufficient funds to cover the requirement with it in order for the PR to be complete. This step requires advance planning with the Comptroller to ensure the funds are available at the time your PR is submitted to the RCO. If there is no funds authorization, the PR will be returned to the Requirements Official.

The various appropriations and their life cycles are shown below. For purposes of awarding a contract, the entire amount of the base year of the contract must be available before it can be awarded, regardless of whether it crosses fiscal years. Any option years that are exercised upon completion of the base year must be funded in the year that the option to extend the contract is exercised.

Normal Life Cycle of Appropriations			
<u>Appropriation</u>	<u>Years For New Obligations</u>	<u>Years For Obligations Adjust. & Disburse.</u>	<u>Years For Closed End of Year</u>
	Unexpired	Expired	Canceled
O&M	1	2-6	6
RDT&E	2	3-7	7
PMC	3	4-8	8

Exhibit 10-A, provides a table that summarizes the most common defense appropriations along with obligation periods and examples of use.

SABRS (Standard Accounting, Budgeting, and Reporting System)

The Standard Accounting, Budgeting, and Reporting System (SABRS) is the official accounting system for the U.S. Marine Corps and was designed to meet the fiduciary standards established



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by the Government Accountability Office (GAO), Office of Management and Budget (OMB), United States Department of the Treasury, and Department of Defense (DoD).

SABRS matches budget formulation data with budget execution information. Personnel manually post transactions affecting obligations and expenses into SABRS or the transactions are processed automatically through electronic system interfaces with SABRS. Payments are processed through electronic interfaces with the various disbursing systems. Users employ elements and coding fields in formulation and execution to tie the actual fund obligation and expenditure back to authorized and budgeted amounts. For more information, see [CMPG GCPC Module 2.4.1](#).

SABRS interfaces with PR Builder for funds authorization. Activity financial managers may access PR Builder as part of the workflow process to provide the necessary budget authorization in order for it to be accepted by RCO.

10.2 Methods of Procurement

There are several different methods of executing a procurement request. The market research and estimated cost will be factors that the Contracting Officer, in consultation with the Requirements Officer, considers before selecting one of the following vehicles:

- General Services Administration (GSA) Federal Supply Schedules (FSS)
- SeaPort-e
- Government-Wide Commercial Purchase Card
- Full and Open Competition Procedures
- Non-Marine Corps/Non-DoD Contract
- Procurement Under a Socio-Economic Program

Below is a list of the general methods of procurement. You may make a recommendation to the Contracting Officer if you have a preferred method, but ultimately, the Contracting Officer will make the final decision on the procurement method for a PR due to his/her vast experience and training in contracting.

General Procurement Types

- Automated Web-based Tool to acquire services
- Websites
- Solicitation on the open market



10.3 Contract Types

There are many contract types that are available to implement procurement request, however the RCO ultimately will decide the best contracting vehicle that will meet the customer's needs based on past experience, familiarity with the bidding climate, and many other factors that will yield the very best result for the customer.



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Full and Open Competition

- Fixed Price Contracts
 - Firm-Fixed-Price (FFP)
 - Fixed-Price Incentive (FPI)
 - Fixed-Price Award Fee (FPAF)
 - Fixed-Price Economic Price Adjustment (FP-EPA)
 - Fixed-Price Level of Effort (FP-LOE)
- Cost Reimbursement Contracts
 - Cost-Plus-Fixed-Fee (CPFF)
 - Cost-Plus-Incentive-Fee (CPIF)
 - Cost-Plus-Award-Fee (CPAF)
- Time and Materials (T&M) Contracts
 - Indefinite Delivery Contracts
 - Basic Ordering Agreements
- Other Transactions- advanced research and prototype projects
- Special Considerations: Socio-economic programs

Formal Contracts

- Simplified Acquisitions
 - Micro-purchase: Government-wide Commercial Purchase Card
 - Purchase Order
 - Delivery Order (for supplies)
 - Task Order (for services)
- Open Market procurements over \$100K for non-commercial items and over \$5.5M for commercial items
- Bailment Agreements

Other than Full and Open Competition

- Sole Source Justifications
- Justifications and Approvals
- Urgency Impact Statement



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SECTION 10 EXHIBIT LIST

10-A [Table of Common Defense Appropriations and Characteristics](#)



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ACRONYMS

ABC	Activity Based Costing
ACMC	Assistant Commandant of the Marine Corps
ACO	Administrative Contracting Officer
ADA	Antideficiency Act
ADC I&L	Assistant Deputy Commandant, Installations and Logistics
AEHF	Advanced Extremely High Frequency
AP	Acquisition Plan
APC	Agency Program Coordinator
APF	Appropriated Funds
APN	Aircraft Procurement, Navy
AS	Acquisition Strategy
ASAP	As Soon As Possible
BEA	Budget Execution Activity
BEIS	Business Enterprise Information System
BESA	Budget Execution Sub-activity
BPA	Blanket Purchase Agreement
CCO	Chief of Contracting Office
CDP	Combat Development Process
CDTS	Combat Development Tracking System
CG MCLC	Commanding General of Marine Corps Logistics Command
CMC	Commandant of the Marine Corps
CMPG	Contract Management Process Guide
CNA	Center for Naval Analysis
CO	Commanding Officer
CONUS	Continental United States
CPG	Commandant's Planning Guidance
CRA	Continuing Resolution Authority
D & F	Determinations and Findings
DASN	Deputy Assistant Secretary of the Navy
DASN (acq)	Deputy Assistant Secretary of the Navy for Acquisition Management
DC	Deputy Commandant
DCAA	Defense Contract Audit Agency
DCPS	Defense Civilian Pay System
DECC STL	Defense Enterprise Computing Center St. Louis
DFAR	Defense Federal Acquisition Regulations
DFARS	Defense Federal Acquisition Regulation Supplement
DFAS	Defense Finance and Accounting System
DMA	Depot Maintenance Activity
DMAIC	Define, Measure, Analyze, Improve, Control
DMC	Defense Management Council
DMOC	Defense Management Oversight Committee
DoD	Department of Defense



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ACRONYMS

DoD IG	Department of Defense Inspector General
DoN	Department of Navy
DoNPG	Department of Navy Programming Guidance
DOTMLEPF	Doctrine, Organization, Training, Materiel, Leadership and Education, Personnel & Facilities
DPAG	Defense Planning Advisory Group
DPG	Defense Planning Guidance
EFDC	Expeditionary Force Development Center
ESG	Executive Steering Group
FAQ	Frequently Asked Question
FAR	Federal Acquisition Regulations
FFP	Firm Fixed Price
FHNMC	Family Housing, Navy and Marine Corps
FICA	Federal Insurance Contributions Act
FM	Financial Management
FMF	Fleet Marine Force
FMR	Financial Management Regulation
FSS	Federal Supply Schedules
FTE	Full Time Equivalent
FYDP	Future Years Defense Plan
G&A	General and Administrative
GAO	Government Accountability Office
GCPC	Government Commercial Purchase Card
GO	General Officer
GSA	General Services Administration
GTCP	Government Travel Card Program
HQMC	Headquarters Marine Corps
HQMC (LB)	HQMC Contracts Division
ICP	Internal Control Program
ICR	Internal Control Review
IDIQ	Indefinite Delivery, Indefinite Quantity
IGCE	Independent Government Cost Estimate
IR3B	Integrated Resource & Requirements Review Board
IT	Information Technology
J&A	Justification and Approval
JMA/SA	Joint Mission Area/Support Area
JROC	Joint Requirements Oversight Council
LSS	Lean Six Sigma
MAPS	Marine Corps Acquisition Procedure Supplement
MAS	Multiple Award Schedules
MARADMIN	Marine Administrative Message
MARCORLOGCOM	Marine Corps Logistics Command
MARCORSYSCOM	Marine Corps System Command



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ACRONYMS

MCAAT	Marine Corps Administrative Analysis Teams
MCB	Marine Corps Bulletin
MCBEO	Marine Corps Business Enterprise Office
MCCDC	Marine Corps Combat Development Command
MCCS	Marine Corps Community Services
MCFCS	Marine Corps Field Contracting System
MCHS	Marine Corps Common Hardware Suite
MCLC	Marine Corps Logistics Command
MCMP	Marine Corps Master Plan
MCNAFAS	Marine Corps Non-appropriated Fund Audit Service
MCO	Marine Corps Order
MCPIA	Marine Corps Productivity Improvement Account
MEF	Marine Expeditionary Force
MILCON	Military Construction, Navy
MILSTRIP	Military Standard Requisitioning & Issuing Procedures
MIPR	Military Interdepartmental Purchase Request
MLG	Marine Logistics Group
MOPAS	Management and Oversight Process for the Acquisition of Services
MPMC	Military Personnel, Marine Corps
MPN	Military Personnel, Navy
MROC	Marine Requirements Oversight Council
MWR	Morale, Welfare and Recreation
NAF	Nonappropriated Funds
NAFI	Nonappropriated Funds Instrumentalities
NAS	Naval Audit Service
NAVCOMPT	Navy Comptroller
NAVFAC	Naval Facilities Engineering Command
NLT	No Later Than
NMCARS	Navy Marine Corps Acquisition Regulation Supplement
NMCI	Navy Marine Corps Internet
NOA	New Obligation Authority
NWCF	Navy Working Capital Fund
O&MMC	Operation and Maintenance, Marine Corps
O&MMCR	Operation and Maintenance, Marine Corps Reserve
O&MN	Operations and Maintenance, Navy
OCI	Organizational Conflict of Interest
OCONUS	Out of the Continental United States
OIF	Operation Iraqi Freedom
OMB	Office of Management and Budget
OPBUD	Operating Budget
OPN	Other Procurement, Navy
OPNAV	Office of the Chief of Naval Operations
ORF	Official Representation Funds
OSD	Office of the Secretary of Defense
PALT	Procurement Administrative Lead Time



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ACRONYMS

PANMC	Procurement of Ammunition, Navy and Marine Corps
P&R	Programs and Resources
PCO	Procuring Contracting Officer
PEB	Program Evaluation Board
PGI	Procedure Guidance Information
PMC	Procurement, Marine Corps
POM	Program Objective Memoranda
PPBES	Planning, Programming, Budget, Execution System
PR	Purchase Request
PRG	Program Review Group
PWG	Program Objective Memorandum Working Group
PWS	Performance Work Statement
PWO	Public Works Officer
QASP	Quality Assurance Surveillance Plan
RDT&E, N	Research, Development, Test and Evaluation, Navy
REA	Resource Evaluation and Analysis
ROI	Return on Investment
RPA	Program Assessment Branch
RPMC	Reserve Personnel, Marine Corps
SABRS	Standard Accounting, Budgeting, and Reporting System
SECDEF	Secretary of Defense
SECNAV	Secretary of the Navy
SECNAVINST	Secretary of the Navy Instruction
SES	Senior Executive Service
SMARTS	SABRS Management Analytical Retrieval Tools System
SOO	Statement of Objectives
SOW	Statement of Work
SPG	Strategic Planning Guidance
SRP	Smart Range Portal
SSP	Source Selection Plan
T&M	Time and Materials
TCP/IP	Transmission Control Protocol/Internet Protocol
TLCM	Total Life Cycle Management
TOA	Total Obligation Authority
UIS	Urgency Impact Statement
ULO	Unliquidated Obligations
UNS	Universal Needs Statement
UPL	Unfunded Program List
USACE	U.S. Army Corps of Engineers
USMC	United States Marine Corps



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REFERENCES

- Contract Management Process Guide (CMPG)
- Marine Corps Acquisition Procedures (MAPS)
- Federal Acquisition Regulation (FAR)
- Defense Federal Acquisitions Regulation (DFAR)
- Navy/Marine Corps Acquisition Regulation Supplement (NMCARS)
- DFARS Procedures Guidance and Information (PGI)

FINANCIAL MANAGEMENT

- ["DoD Financial Management Regulation"](#) (FMR) (DoD 7000.14-R). This site contains the full text of the 15 volumes of the "DoD Financial Management Regulation."
- [DOD Directives](#) The mission of the Directives Section is to administer and operate the DoD Directives System.
- [Defense Finance and Accounting Service DFAS](#) In 1991, the Secretary of Defense created the Defense Finance and Accounting Service to reduce the cost of Defense Department finance and accounting operations and to strengthen financial management through consolidation of finance and accounting activities across the department
- [Navy Financial Management Home Page](#)
- [Navy Directives](#) Digital collection of all unclassified issuances released by the Secretary of the Navy and Chief of the Naval Operations.
- [HQMC Programs and Resources \(P&R\) Home Page](#) The Programs and Resources Department is the principal staff agency responsible to the Commandant of the Marine Corps for developing and defending the Marine Corps financial requirements, policies, and programs. The Deputy Commandant (DC) P&R owns the Marine Corps resource allocation process and serves as the principal adviser to the Commandant on all financial matters.
- [HQMC Audit & Review Branch \(RFR\) Home Page](#) HQMC Audit & Review Branch provides the Commandant of the Marine Corps, Deputy Commandant for Programs & Resources, and the Fiscal Director of the Marine Corps with "honest broker" focused Marine Corps-wide liaison, oversight and tracking of external audits, internal controls, antideficiency act compliance and reporting, and banking/credit union programs
- [HQMC Accounting and Financial Assistance Branch \(RFA\) Home Page](#) HQMC Accounting and Financial Assistance Branch is a center of financial management excellence and quality in the review, analysis, and reporting of financial execution. RFA mission is to advise and assist the program sponsors, HQMC staff offices, and Marine Corps field comptrollers in all matters relating to accounting, related information systems, and program execution through on-going review and analysis.

VITAL LINKS

- [Institute for Supply Management \(ISM\)](#)
- [ACQWEB](#) - ACQWeb is the online home of the Office of the Under Secretary of Defense for Acquisition, Technology, and Logistics.
- [National Contract Management Association \(NCMA\)](#)
- [Contract Management Process Guide \(CMPG\)](#)



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- [Marine Corps Acquisition Procedures \(MAPS\)](#)
- [Federal Acquisition Regulation \(FAR\)](#)
- [Defense Federal Acquisitions Regulation \(DFAR\)](#)
- [Navy/Marine Corps Acquisition Regulation Supplement \(NMCARS\)](#)
- [DFARS Procedures Guidance and Information \(PGI\)](#)

OTHER SUGGESTED LINKS

- [Defense Federal Acquisition Regulation Supplement](#)
- [Defense Finance and Accounting Service \(DFAS\)](#)
- [Defense Logistics Agency](#)
- [Department of Defense Acquisition Information](#)
- [Department of Defense Official Web Site](#)
- [Dictionary of Military & Associated Terms](#)
- [DoD Business Opportunities](#)
- [Federal Acquisition Regulations](#)
- [Federal Business Opportunities](#)
- [Fleet Industrial Supply Center \(FISC\), San Diego, CA](#)
- [General Services Administration](#)
- [Naval Supply Systems Command](#)
- [Navy Electronic Business Opportunities](#)
- [North American Industrial Classification Standards \(NAICS\)](#)
- [OSD Small & Disadvantaged Business Utilization \(SADBU\) Specialist](#)
- [Procurement Technical Assistance Center](#)
- [SBA Pro-Net](#)
- [Specifications & Standards, DoD](#)
- [Subcontracting Resources](#)

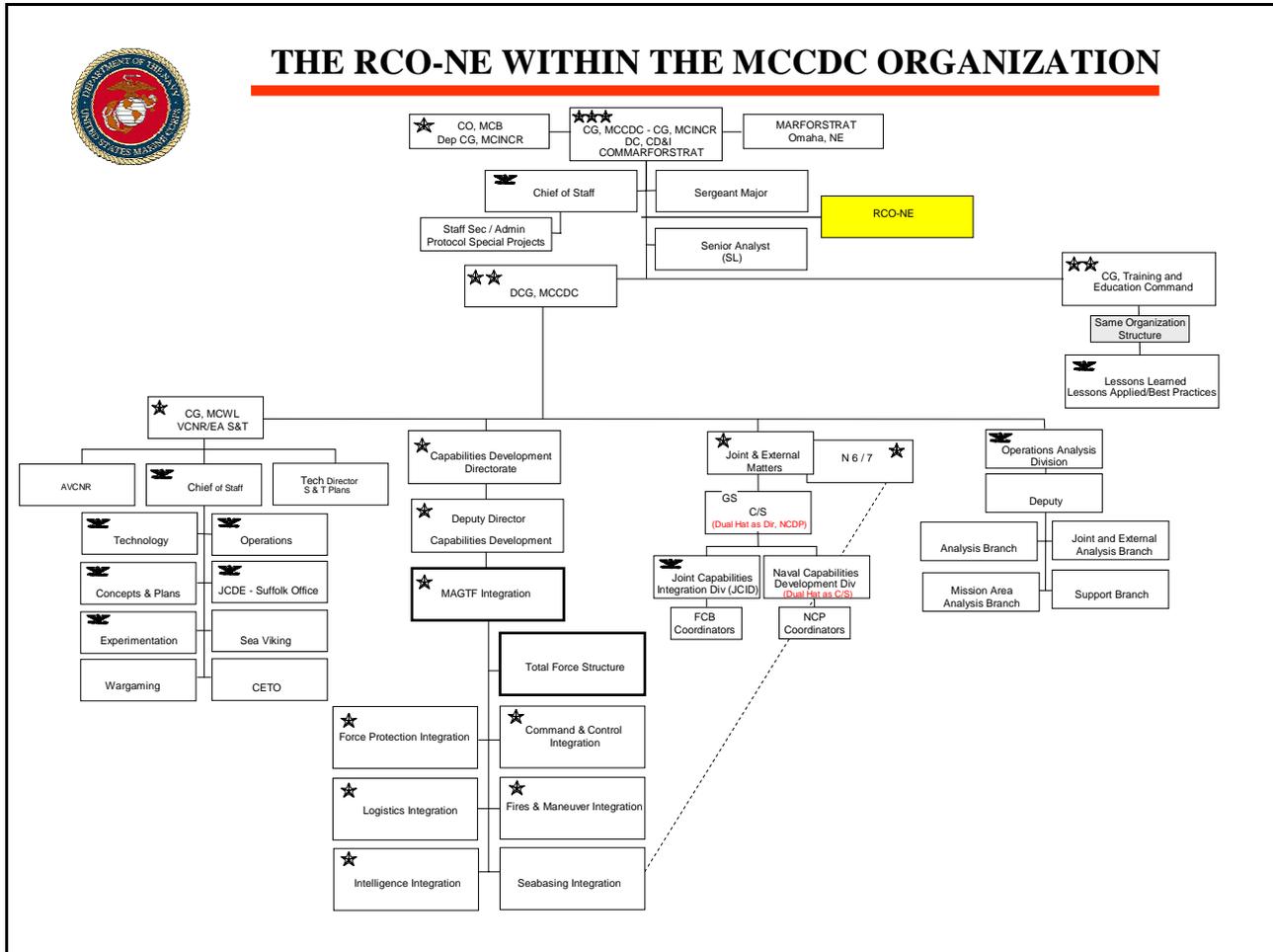


EXHIBITS



RCO Customer Desk Guide

Exhibit 1-A: RCO-NE Organization Chart





RCO Customer Desk Guide



Exhibit 1-B: RCO-NE Customers

1. Contracts A Branch

- Marine Corps Combat Development Command (MCCDC)
 - Marine Corps Warfighting Lab (MCWL)
 - Center of Emerging Threats and Opportunities (CETO)
 - Capabilities Development Directorate (CDD)
 - Joint and External Matters
 - Operations Analysis Division (OAD)
 - Center for Lessons Learned (CLL)
 - Marine Corps Base Quantico (MCBQ)
- Training and Education Command (TECOM)
 - Marine Corps University (MCU)
 - Marine Security Guard Battalion (MSGB)
 - Center for Advanced Operational Culture Learning (CAOCL)
- National Museum of the Marine Corps (NMMC)

2. Contracts B Branch

- HQMC: Headquarters, Marine Corps
 - Aviation
 - Chaplain of the Marine Corps
 - Command, Control, Communications, and Computers
 - Counsel for the Commandant
 - Director, Marine Corps Staff
 - Headquarters Battalion
 - Health Services
 - Inspector General
 - Installations and Logistics Department (I&L)
 - LB: Contracts Division
 - LF: Facilities and Services Division
 - LSR: Logistics Support Division
 - Intelligence Department
 - Logistics Modernization
 - Marine Corps Recruiting Command (MCRC)
 - Marine Corps Systems Command (MCSC)
 - Manpower and Reserve Affairs (MRA)
 - Marine Corps Community Services
 - Marine Corps Uniform Board
 - Marine Corps Logistics Command
 - Navy and Marine Corps Appellate Leave Activity
 - Office of Legislative Affairs



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- Plans, Policies and Operations
- Programs and Resources (P&R)
- Public Affairs
- Safety Division
- Sexual Assault Prevention & Response Office (SAPRO)
- Staff Judge Advocate to the Commandant
- Henderson Hall, HQBN HQMC (HH)
- 8th and I: Marine Barracks Washington DC
- Marine Corps Operational and Test and Evaluation Activity (MCOTEA)
- Marine Corps Intelligence Activity (MCIA)



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Exhibit 1-D: Combat Development Command Bulletin 4200



UNITED STATES MARINE CORPS
MARINE CORPS COMBAT DEVELOPMENT COMMAND
QUANTICO, VIRGINIA 22134-5001

Canc: Oct 09

CDCBul 4200
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10 OCT 08

COMBAT DEVELOPMENT COMMAND BULLETIN 4200

From: Commanding General
To: Distribution List

Subj: RCO-NE FISCAL YEAR 2009 (FY 09) PROCUREMENT REQUESTS SUBMISSION AND
CLOSEOUT GUIDANCE

Ref: (a) Federal Acquisition Regulation (FAR)
(b) Navy Marine Corps Acquisition Regulations
Supplement (NMCARS)
(c) MCBul 7100 Fiscal and Supply Closeout Instructions for
FY 09

1. Purpose. To establish guidelines for the timely submission of Procurement Requests (PR) to support the opportune procurement of supplies and services for FY 09 in accordance with the references.

2. Background. A PR must be submitted via PR Builder prior to the procurement of supplies and services. The PR must be staffed, approved, and forwarded to the Director, Regional Contracting Office, Northeast (RCO-NE) (Building 2010) in sufficient time to allow for contract award. All PRs coming into the RCO-NE must be complete, fully-funded requirement packages. This means the PR must have the associated funding and all supporting documentation to justify the request. If not, the PR will be disapproved and sent back to the customer. Furthermore, the Comptroller shall provide a special control number for all direct funded actions approved after 31 August 2009. As such, actions without the special control number will not be processed or approved in PR Builder.

3. Information. The RCO-NE has Customer Liaisons who are available to assist in building requirements packages and should be utilized as needed. Any clarifying information that needs to be addressed should be brought to the attention of the Customer Liaison.

a. Time Requirements. There are numerous actions/requirements that affect the timeliness of contract award. Both the customer and the Contracting Officer play an important role in minimizing the time needed to complete these contract actions.

b. The Estimated Dollar Value. As a general rule, processing time increases as the dollar value of a contract increases. As such, this is attributed to the number of required contract reviews, regulatory provisions, and the documentation necessary to support the award of high-dollar value contracts.

c. Competition. A requirement for other than full and open competition will require additional documentation and reviews depending on the dollar value of the procurement. Examples are sole source memorandums to the file and justification and approval documents signed by legal counsel when requirements exceed \$25,000.



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Exhibit 1-D: Combat Development Command Bulletin 4200

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d. Existing Contract. PRs for a requirement using an existing government contract takes considerably less time than it would take to develop a new procurement contract for the same requirement.

e. Legal Review. A minimum of 10 business days is required for contract documentation to be reviewed by Legal Counsel and returned to the RCO-NE.

f. Procurement Requests Prioritization

(1) Assigning priority codes 1 - 7 shall be based on how mission-critical the purchase is and how soon the supplies and/or services are required. All requisitions citing a priority code of 1 - 7 shall be accompanied by an impact statement.

(2) An impact statement contains written justification detailing the negative impact on the day-to-day mission of the organization on procurement requests submitted after the cutoff dates noted in this Bulletin. This written justification must be approved and signed by the unit's respective commanding officer/division director or executive officer/deputy director.

(3) Generally, procurement requests will be processed on a first-in, first-out basis. As such, the purchase request priority and urgency of need will be considered based on the attached impact statement.

(4) Activities must specify a specific period of performance or delivery date in each procurement request. Requirement due dates need to be realistic.

g. Government Commercial Purchase Card (GCPC). All requirements under the micro-purchase threshold shall be purchased with the GCPC. Micro-purchases are defined as \$3000 for supplies, \$2500 for services, and \$2000 for construction. Exceptions to using micro-purchase procedures for these requirements require an endorsement from a Contracting Officer and approval at the General Officer or Senior Executive Service level.

4. Action. Activity Heads, staff agencies, and commands shall:

a. Consider time requirements when submitting procurement requests via PR Builder. Specifically, regard for suspense dates in PR Builder workflow must be considered to ensure the timely receipt of procurement requests. As such, an allotted amount of time (up to five business days) is given for each approving activity within PR Builder. The tracking log in PR Builder delineates the historical record of a purchase request as it is processed.

b. Ensure all PRs are properly routed and processed through PR Builder and received by the RCO-NE.

c. Ensure all PRs are fully staffed, accepted, and approved by the RCO-NE by the dates listed to assure a reasonable probability that contracts will be awarded in time to obligate FY 09 funds.

d. PR Builder assistance can be obtained by calling the PR helpdesk at (877) 452-9058.

5. Administration. The following deadlines in Table 1 are established to allow the RCO-NE the best opportunity possible to obligate FY 09 funding.



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Exhibit 1-D: Combat Development Command Bulletin 4200

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TABLE 1: FY 09 PROCUREMENT MILESTONES

CATEGORY AND DATE	RECEIPT DEADLINE
<u>Large Contracts</u> > \$30M 2 January 2009	For large, "new start" contracts for a supply or service, greater than \$30 million, 9-12 months is required to solicit, evaluate, and award a new contract. A "ready" procurement package is properly funded and contains a formal Acquisition Plan. Due date is 2 January 2009 .
\$10 - \$29.9M 2 February 2009	For large, "new start" contracts for a supply or service, between \$10 and \$29.9 million. This includes all Seaport-E Task Orders greater than \$10 million. Due date is 2 February 2009 .
\$100k - \$9.9M 17 February 2009	For large, "new start" contracts for a supply or service, between \$100k and \$9.9 million. Due date is 17 February 2009 .
<u>Seaport-E Task Orders</u> Between \$0 - \$10M 1 June 2009	For Seaport-E task orders requiring competition, 2-4 months is required by this office to process the requirement prior to the contract start date. Due date is 1 June 2009 .
<u>Funds Transfer</u> (including Military Interdepartmental Purchase Requests, Determination and Findings (D&F), etc.) 2 July 2009	For the processing of Economy Act orders by this office, up to 2 months is required prior to the transfer of funds. For example, if funds are to be obligated for the 4th quarter of the current fiscal year, a D&F is required by 2 July 2009 .
<u>Simplified Acquisition Procedures (SAP) Over \$25k</u> 17 July 2009	For SAP requirements over \$25k requiring synopsis (advertisement) and solicitation, the RCO-NE must receive completed packages 2 ½ months prior to award date. Due date is 17 July 2009 .
<u>Modifications/Options</u> 3 August 2009	For modifications/options exercised by this office, 2 months is required for processing prior to the actual award date. Within the current fiscal year, requirements must be received by the RCO-NE no later than 3 August 2009 .
<u>Task/Delivery Orders</u> 3 August 2009	For task/delivery orders against a single or multiple-award indefinite delivery, indefinite quantity, the RCO-NE requires a period of 2 months to process the requirement. Due date is 3 August 2009 .
<u>Simplified Acquisition Procedures Under \$25k</u> 3 August 2009	For SAP requirements under \$25k, the RCO-NE requires 2 months to process a requirement prior to award date. Due date is 3 August 2009 .



RCO Customer Desk Guide

Exhibit 1-D: Combat Development Command Bulletin 4200

CDCBul 4200

10 OCT 08

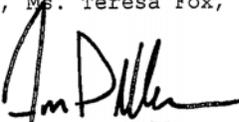
6. Special Requirements (Cell Phones and Blackberries). For the continuity of services for Nextel, Cingular, and Verizon cell phones and/or blackberries, the following information is due to the RCO-NE by 2 July 2009 to avoid a disruption in or to establish new services:

- a. Service carrier account number.
- b. Contract number for FY 09.
- c. Listing of affected phone numbers to be covered.
- d. For new cell phones/blackberries, model number and quantity of items to be purchased.
- e. Include a 10% dollar value adjustment against the basic service contract line item number for the allocation of taxes.

7. FY 10 Requirements. PRs submitted via PR Builder for the renewal of Service Maintenance Agreements contracts that are effective on or after 1 October 2009 must be submitted with FY 10 document numbers. These requests should be sent via PR Builder "Subject to Availability of Funds" by 15 August 2009.

8. Emergencies. Bona Fide emergencies will be addressed on a case-by-case basis and may include review and approval at the command level. Emergency requirements are defined as being of unusual and compelling urgency such as impact upon life or limb. Expiration of funds never constitutes an emergency requirement. Cut-off dates listed in table 1 do not apply to emergency procurements.

9. Point of Contact. Information concerning the material presented in this Bulletin should be addressed to the PPQM Branch Chief, RCO-NE, Mr. Clark at 703-784-3527 or the Procurement Analyst, Ms. Teresa Fox, at 703-784-3397.


F. M. PADILLA
Chief of Staff

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Exhibit 2-A: Market Research Methods and Helpful Hints

- Targeted market research
 - Calling vendors to inquire about their ability to meet a USMC requirement
 - Ensure Small and Disadvantaged businesses are aware of the requirement
 - Enable you to decide if procurement should be reserved or set aside for socioeconomic programs
 - Contact known suppliers
- Online Research
 - Consult the Central Contractor Registration (CCR)
 - Scan Federal Supply Schedules
- Speaking with colleagues
- Benchmarking with other Government Agencies and Contracting Government Experts- review the market research of others
- Attending trade shows, symposia, and conferences
- Reviewing catalogs and trade journals for advertisements, articles on new technology, and benchmark tests
- Sources Sought Notices- conducted by Contracting Officers via Navy Electronic Commerce Online (NECO)
- Requests for Information (RFI)- These request responses from industry for the sole purpose of seeking information (e.g. price, delivery, capabilities, or market information) for planning purposes, without commitment to award a contract or issue a Request for Proposal (RFP) in the future.
- Contact industry without making any commitments, since the Contracting Officer is the only one authorized to do that
- Pre-Solicitation Conferences –conducted by the Contracting Officer with potential offerors to clarify the Government’s requirement, obtain feedback, and promote teambuilding relationships in industry in a single forum.
- Industry Day
- Conducting Site Visits - allows for research to gather information about a particular product or capability.



Accessing internet databases via search engines **keyed to unique terms associated with the subject matter of the source selection.**

- General Service Administration (GSA): [GSA website](#)
- [Small Business Administration website](#)
- The [Defense Standardization Program](#)
- Information Technology (IT) data: [Gartner website](#)
- Thomas Registry online (for manufacturers, distributors, and service providers): [ThomasNet](#)
- [DoD EMALL](#)
- Multi agency contracts: [Interagency Contract Directory](#)



RCO Customer Desk Guide



Market Research Helpful Hints

- Identify the supply or service required including the following:
 - Nomenclature, Unit of issue, Price history per unit, Prior Performance Problems
- Identify the quantities/frequency required.
- Identify mandatory performance standards/characteristics as stated in RFP/RFQ such as:
 - Functions to perform, Performance required, Essential physical characteristics
- Determine whether the item is available from mandatory sources after researching the following areas:
 - Stock, Commodity managed under [FAR/DFARS Part 8](#), NIB/NISH/Federal prisons. GSA schedules
- Determine whether similar requirements are purchased by other Federal agencies, e.g., VA, USAF, state/local governments. Identify all associations/individuals contracted and results of the discussions with each Federal/state/local agency:
 - Activity name/address, POC name/position, POC telephone/fax number
 - How are similar requirements obtained
 - From whom
 - Unique aspects/performance characteristics
 - Lessons learned
- For each commercial concern/association contracted, provide the following information:
 - Activity name/address, POC name/position, POC telephone/fax number
 - Determine and discuss whether the supply/service is currently available in the commercial market place.
 - Would modifications be required to the commercial item?
 - What are the customary practices regarding customizing, modifying or tailoring of items to meet customer needs and associated costs?
 - Describe mandatory/unique performance commercial standards or characteristics.
 - Describe applicable industry standards/customary practices used to assure quality of the product.
 - Describe any maintenance-related requirements.
 - Describe industry standards for packaging and marking.
 - Describe commercial delivery terms.
 - Distribution and support capabilities of prime/subs including alternative arrangements and cost estimates.
 - What are the commercial warranty terms for repair and/or replacement?
 - Describe significant cost factors to produce item.
 - Describe any applicable unique laws/regulations/terms.
 - Energy efficiency considerations.
 - Does the commercial make use of recovered materials or are only new materials used? In determining whether to permit other than new materials, consider the following:
 - Safety of persons or property, Specification and performance requirements, Price reasonableness, Total cost to the government.
 - Describe size/status of potential sources and whether susceptible to receiving for small business or other socioeconomic programs.
 - Obtain and attach product literature and price lists.



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- If market research indicates that commercial or non-developmental items might not be available to satisfy agency needs, the agency is required to reevaluate the need and determine whether the need can be restated to permit commercial or non-developmental items to satisfy the agency's needs. Provide the results of this reevaluation.



RCO Customer Desk Guide



Exhibit 2-B: Furniture Market Research Checklist

Note: First Check Mandatory Sources	Source 1:	Source 2:	Source 3:
Source Name			
Address			
POC (Name & position)			
Phone			
E-mail			
Item Description; Required Performance Capabilities			
Brand Name or Equal (This will require a J&A.)			
Floor plan design (required for complex procurements)			
Estimated Cost			
Warranty terms			
Annual Maintenance Cost			
Shipping			
Date Required			
Lead Time			
Equipment Integration required? Cost?			
Phone hookups			
LAN Drops			



RCO Customer Desk Guide



Exhibit 2-C: Audio-Visual Equipment Market Research Checklist

Note: First Check Mandatory Sources	Source 1:	Source 2:	Source 3:
Source Name			
Address			
POC (Name & position)			
Phone			
E-mail			
Item Description; Required Performance Capabilities			
Brand Name or Equal (This will require a J &A.)			
Floor plan design (required for complex procurements)			
Estimated Cost			
Warranty terms			
Annual Maintenance Cost			
Shipping			
Date Required			
Lead Time			
Equipment Integration required? Cost?			
Phone Hookup			
LAN Drops			

Note: Audio-Visual Suites (Guidelines per [CMPG SAP 10.2](#))



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DoD has established single Agency item managers for a wide variety of products and supplies used across multiple Agencies. [DFARS Subpart 208.70](#) sets forth the procurement rules and regulations for coordinated acquisitions. Equipment for capabilities such as Video Teleconferencing (VTC) and similar equipment identified by the Federal Supply Class Code (FSC) of 5820 are covered under that section of the DFARS.

For any VTC or similar equipment procurement that exceeds the Simplified Acquisition Threshold (SAT), the item manager, Television-Audio Support Activity (T-ASA) of the Defense Media Center (DMC), must be contacted to handle the procurement or to grant a waiver to permit local purchase. Systems of this type usually require Procurement, Marine Corps (PMC) funds to acquire the equipment. Proper funding must be verified with the Comptroller. For contact information, visit the [T-ASA](#) website.



RCO Customer Desk Guide



Exhibit 2-D: Art and Document Framing Market Research Checklist

Note: First Check Mandatory Sources	Source 1:	Source 2:	Source 3:
Source Name			
Address			
POC (Name & position)			
Phone			
E-mail			
Item Description; Required Performance Capabilities:			
Brand Name or Equal (This will require a J &A.)			
Estimated Cost			
Warranty terms			
Shipping			
Date Required			
Lead Time			



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Exhibit 2-E: Analyst Services Market Research Checklist

	Source 1:	Source 2:	Source 3:
Address			
POC (Name & position)			
Phone			
E-mail			
Type of work Analyst is to Perform			
Required Performance Capabilities			
Estimated Cost			
Delivery terms			



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Exhibit 2-F: Portable Toilet Market Research Checklist

Note: First Check Mandatory Sources	Source 1:	Source 2:	Source 3:
Address			
POC (Name & position)			
Phone			
E-mail			
Item Description			
Required Performance Capabilities			
Portable Toilet Locations (attach diagram)			
Estimated Cost			
Cleaning & Servicing Schedule			
Delivery Date			
Pick-up Date & Total Duration			



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Exhibit 2-G: Generic Market Research Checklist

Note: First Check Mandatory Sources	Source 1:	Source 2:	Source 3:
Source Name			
Address			
POC (Name & position)			
Phone			
E-mail			
Item Description; Required Performance Capabilities			
Brand Name or Equal (This will require a J &A.)			
Floor plan design (required for complex procurements)			
Estimated Cost			
Warranty terms			
Annual Maintenance Cost			
Shipping			
Date Required			
Lead Time			
Equipment Integration required? Cost?			
Phone Hookup			
LAN Drops			



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Exhibit 3-A: Government wide Commercial Purchase Card (GCPC)



UNITED STATES MARINE CORPS
MARINE CORPS COMBAT DEVELOPMENT COMMAND
QUANTICO, VIRGINIA 22134-5001

IN REPLY REFER TO:
4200
C-24
DATE

From: YOUR COMMAND NAME, ADDRESS, ETC., GCPC Level 6 _____
To: Agency Program Coordinator, Regional Contracting Office, NE Region
Subj: NOMINATION LETTER FOR APPOINTMENT AS NEW GCPC CARDHOLDER
(Micro or Training & Printing 11111)
Ref: (a) NAVSUPINST 4200.99
(b) AO CitiDirect Desk Guide

1. Per the references, the following information is provided.

NAME	RANK/GRADE	SECTION/BLDG	PHONE NUMBER
Doe, Jane J	SSgt	MCB PAO, 999	(111) 555-1212

EMAIL
jane.doe@usmc.mil

Remarks: Jane Doe will be replacing _____ effective date _____

2. Micro Dollar Threshold:
• Micro single purchase limit for Supplies: \$ 3,000.00
• Micro single purchase limit for Services: \$ 2,500.00
• Monthly billing cycle purchase limit: \$10,000.00

3. Training & Printing Dollar Threshold:
• Single purchase limit for Training/Printing: \$25,000.00
• Monthly billing cycle purchase limit: \$30,000.00

4. The cardholder scope of procurement will range from the following commodities:
ENTER TYPE OF ITEMS CARDHOLDER WILL BE PURCHASING
EX: GENERAL SUPPLIES / SERVICES OR TRAINING / PRINTING

5. Per the reference (b), I hereby affirm the following:
• The nominee has been properly trained.
• The purchase card is required for mission essential requirements only.
• This appointment does not cause the AO to exceed 'span of control'.
• The cardholder's AO will be in his direct chain of command.
• The command anticipates the cardholder will require regular card usage.

6. The point of contact for this letter is _____ at _____ or email at _____.

AO NAME / SIGNATURE



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Exhibit 5-A: Procurement Request (PR) Requirements Package Checklist for Supplies

SUPPLIES

PR Requirements Package

#	[Key thing is to speak to customer liaison to map out package requirements specific to your requirement] Document Name	PR Under \$100K	PR Over \$100K	PR Over \$10M	PR Over \$50M
1	Funding Document (PR Document) entered into PR Builder	X	X	X	X
2	Acquisition Strategy (with IGCE included)		X	X	
	Acquisition Plan (with IGCE included)				X
3	Performance Work Statement (PWS) or Statement of Work (SOW)		X	X	X
4	Technical Evaluation Criteria (for competitive PRs only)	X			
5	Signed Non-Disclosure Agreement (NDA) by each Technical Evaluation Member		X	X	X
6	Contracting Officer's Representative (COR) Nomination Letter with COR Training Certificate Attached (for Service requirements)	N/A	N/A	N/A	N/A
7	Wide Area Work Flow Point of Contact (POC)	X	X	X	X
8	Sole Source Memo	X			
	Justification & Approval (J&A) (only required if non-competitive)		X	X	X
	Limited J&A when using GSA schedule		X	X	X
9	Market Research Checklist	X	X	X	X
10	DD Form 254: Security Classification Form (if applicable)	N/A	N/A	N/A	N/A
11	Source Selection Plan			X	X
12	IT Waiver (if applicable)	X	X	X	X
13	Organization Conflict of Interest (OCI)	N/A	N/A	N/A	N/A



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Exhibit 5-B: Acquisition Strategy (Procurement Plan) [CMPG 1.4.3](#)

The acquisition strategy shall address the following:

1. *Requirement.* The outcomes to be satisfied and if such outcomes are performance based (see [FAR Subpart 37.6](#)). The measures of success for the service acquisition. How the requirement was previously satisfied (if it is not new).
2. *Risks.* The acquisition strategy shall identify current and potential cost, schedule, and performance risks, the level of stated risks, and a risk mitigation plan.
3. *Competition.* Explain how full and open competition will be provided. If other than full and open competition applies to the acquisition, provide an explanation of why and a citation of the statutory authority that allows less than full and open competition. Plans for competition for any foreseeable follow-on acquisitions should also be addressed.
4. *Implications.* How the new acquisition will support the achievement of small business goals/targets. How the new acquisition will support any other applicable directed programs.
5. *Business Arrangements.* How the acquisition will be funded, the type of business arrangements anticipated (e.g., single contract, multiple award task order contract), the duration of each business arrangement (base period and all option periods), cost estimate for the total planned acquisition, and pricing arrangements (e.g., fixed price, cost reimbursement, time and materials, labor hour, or variations, based on guidance in [FAR Part 16](#) and, for commercial services, in [FAR Part 12](#)). Task orders executed within a service acquisition reviewed under this policy do not require a separate review by the CAE or HCA (for those components without a CAE) (unless delegated), provided the task order is issued under the approved conditions.
6. *Multi-year Contracts.* If the acquisition strategy calls for a multi-year service contract to be entered into under the authority of [10 U.S.C. 2306c](#), the acquisition strategy must address the DoD Component's plans for budgeting for termination liability for multi-year. Also, OMB Circular A-11 requires that multi-year service contracts be scored as operating leases. Therefore, the acquisition strategy must address the budget scorekeeping that will result from use of the proposed contracting strategy.
7. *Leases.* The acquisition strategy will include a lease-purchase analysis if required by OMB Circular A-94, Section 13.

Note: All items must be included. If not applicable, so indicate.



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Exhibit 5-C: Acquisition Plan For Supply PRs > \$50 Million

FOR OFFICIAL USE ONLY

ACQUISITION PLAN NUMBER: _____ REV _____

PROGRAM TITLE: _____ ACAT _____

ACQUISITION PROGRAM MANAGER: _____ CODE _____

Capabilities/Requirements Document: Identify the capabilities (*e.g.*, Capability Development Document (CDD) or requirements (*e.g.*, Operational Requirements Document (ORD)) or other document that authorizes program initiation, include approval date, and revalidation date, if applicable.

Acquisition Strategy Approval: Document approval of the Acquisition Strategy (AS).

Description of Program: Describe the program in brief, non-technical language; *e.g.*, a brief description similar to that forwarded in the Congressional Data Sheets with the annual budget. Characterize the program's current phase/life-cycle status, *e.g.*, entering System Development and Demonstration Phase. Include item description, quantity being procured, and time period. If the AP is being updated, provide the reason(s) for the update.

APPROVED BY: HCA, PEO, or DRPM (include title) _____ Date
(Printed Name)

Chief of Contracting Office _____ Date
(Printed Name)

Contracting Officer _____ Date
(Printed Name)

Program Manager _____ Date
(Printed Name)

Questions concerning this AP should be referred to (name), (code), (telephone no.). The cutoff date for information contained in this document is (date).

Distribution Statement B: Distribution authorized to U.S. Government agencies only. Other requests for this document must be referred to _____ (insert controlling office).



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Acquisition Plan Contents
([FAR 7.105](#), [DFARS 207.105](#), [PGI 207.1](#))

Section 1 **Acquisition Background and Objectives**

- 1.1 Statement of Need
- 1.2 Applicable Conditions
- 1.3 Cost
 - Life Cycle Cost
 - Design-to-cost
- 1.4 Capability of Performance
- 1.5 Delivery or Performance-Period Requirements
- 1.6 Trade-offs.
- 1.7 Risks
- 1.8 Acquisition Streamlining

Section 2 **Plan of Action**

- 2.1 Sources
- 2.2 Competition
- 2.3 Source-selection Procedures
- 2.4 Acquisition Considerations
- 2.5 Budgeting and Funding
- 2.6 Product or Service Descriptions
- 2.7 Priorities, Allocations, and Allotments
- 2.8 Contractor Versus Government Performance
- 2.9 Inherently Governmental Functions
- 2.10 Management Information Requirements
- 2.11 Make or Buy
- 2.12 Test and Evaluation
- 2.13 Logistics Considerations
- 2.14 Government-furnished Property
- 2.15 Government-furnished Information
- 2.16 Environmental and Energy Conservation Objectives
- 2.17 Security Considerations
- 2.18 Contract Administration
- 2.19 Other Considerations
- 2.20 Milestones for the Acquisition Cycle
- 2.21 Identification of Participants in Acquisition Plan Preparation
- 2.22 Additional Requirements for Major Systems

Section 3 **Acquisition Considerations**

- 3.1 Acquisition Considerations
 - Placing and order under a non-DoD contract (e.g. Federal Supply Schedule contract)
- 3.2 Others
 - National Technology and Industrial Base
 - Industrial Capability
 - Acquisition Planning for Crisis Situations outside of the U.S.
 - CONUS Antiterrorism Considerations



RCO Customer Desk Guide **Acquisition Plan Format ([FAR 7.105](#))**

In order to facilitate attainment of the acquisition objectives, the plan must identify those milestones at which decisions should be made (see paragraph (b)(18) of this section). The plan must address all the technical, business, management, and other significant considerations that will control the acquisition. The specific content of plans will vary, depending on the nature, circumstances, and stage of the acquisition. In preparing the plan, the planner must follow the applicable instructions in paragraphs (a) and (b) of this section, together with the agency's implementing procedures. Acquisition plans for service contracts or orders must describe the strategies for implementing performance-based acquisition methods or must provide rationale for not using those methods (see [Subpart 37.6](#)).

Section 1 Acquisition background and objectives

1.1 *Statement of need.* Introduce the plan by a brief statement of need. Summarize the technical and contractual history of the acquisition. Discuss feasible acquisition alternatives, the impact of prior acquisitions on those alternatives, and any related in-house effort.

1.2 *Applicable conditions.* State all significant conditions affecting the acquisition, such as—
(i) Requirements for compatibility with existing or future systems or programs; and
(ii) Any known cost, schedule, and capability or performance constraints.

1.3 *Cost.* Set forth the established cost goals for the acquisition and the rationale supporting them, and discuss related cost concepts to be employed, including, as appropriate, the following items:

- (i) *Life-cycle cost.* Discuss how life-cycle cost will be considered. If it is not used, explain why. If appropriate, discuss the cost model used to develop life-cycle-cost estimates.
- (ii) *Design-to-cost.* Describe the design-to-cost objective(s) and underlying assumptions, including the rationale for quantity, learning-curve, and economic adjustment factors. Describe how objectives are to be applied, tracked, and enforced. Indicate specific related solicitation and contractual requirements to be imposed.
- (iii) *Application of should-cost.* Describe the application of should-cost analysis to the acquisition (see [15.407-4](#)).

Prepare an Independent Government Cost Estimate (IGCE), using the Sample provided in Appendix A.

1.4 *Capability or performance.* Specify the required capabilities or performance characteristics of the supplies or the performance standards of the services being acquired and state how they are related to the need.

1.5 *Delivery or performance-period requirements.* Describe the basis for establishing delivery or performance-period requirements (see [Subpart 11.4](#)). Explain and provide reasons for any



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urgency if it results in concurrency of development and production or constitutes justification for not providing for full and open competition.

1.6 *Trade-offs*. Discuss the expected consequences of trade-offs among the various cost, capability or performance, and schedule goals.

1.7 *Risks*. Discuss technical, cost, and schedule risks and describe what efforts are planned or underway to reduce risk and the consequences of failure to achieve goals. If concurrency of development and production is planned, discuss its effects on cost and schedule risks.

1.8 *Acquisition streamlining*. If specifically designated by the requiring agency as a program subject to acquisition streamlining, discuss plans and procedures to—

- (i) Encourage industry participation by using draft solicitations, presolicitation conferences, and other means of stimulating industry involvement during design and development in recommending the most appropriate application and tailoring of contract requirements;
- (ii) Select and tailor only the necessary and cost-effective requirements; and
- (iii) State the timeframe for identifying which of those specifications and standards, originally provided for guidance only, shall become mandatory.

Section 2 Plan of Action

2.1 *Sources*. Indicate the prospective sources of supplies or services that can meet the need. Consider required sources of supplies or services (see [Part 8](#)) and sources identifiable through databases including the Governmentwide database of contracts and other procurement instruments intended for use by multiple agencies available at www.contractdirectory.gov. Include consideration of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns (see [Part 19](#)), and the impact of any bundling that might affect their participation in the acquisition (see [7.107](#)) ([15 U.S.C. 644\(e\)](#)). When the proposed acquisition strategy involves bundling, identify the incumbent contractors and contracts affected by the bundling. Address the extent and results of the market research and indicate their impact on the various elements of the plan (see [Part 10](#)).

2.2 *Competition*.

- (i) Describe how competition will be sought, promoted, and sustained throughout the course of the acquisition. If full and open competition is not contemplated, cite the authority in [6.302](#), discuss the basis for the application of that authority, identify the source(s), and discuss why full and open competition cannot be obtained.
- (ii) Identify the major components or subsystems. Discuss component breakout plans relative to these major components or subsystems. Describe how competition will be sought, promoted, and sustained for these components or subsystems.



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(iii) Describe how competition will be sought, promoted, and sustained for spares and repair parts. Identify the key logistic milestones, such as technical data delivery schedules and acquisition method coding conferences, that affect competition.

(iv) When effective subcontract competition is both feasible and desirable, describe how such subcontract competition will be sought, promoted, and sustained throughout the course of the acquisition. Identify any known barriers to increasing subcontract competition and address how to overcome them.

2.3 Source-selection procedures. Discuss the source-selection procedures for the acquisition, including the timing for submission and evaluation of proposals, and the relationship of evaluation factors to the attainment of the acquisition objectives (see [Subpart 15.3](#)). When an EVMS is required (see FAR [34.202\(a\)](#)) and a pre-award IBR is contemplated, the acquisition plan must discuss—

- (i) How the pre-award IBR will be considered in the source selection decision;
- (ii) How it will be conducted in the source selection process (see FAR [15.306](#)); and
- (iii) Whether offerors will be directly compensated for the costs of participating in a pre-award IBR.

2.4 Acquisition considerations.

(i) For each contract contemplated, discuss contract type selection (see [Part 16](#)); use of multiyear contracting, options, or other special contracting methods (see [Part 17](#)); any special clauses, special solicitation provisions, or FAR deviations required (see [Subpart 1.4](#)); whether sealed bidding or negotiation will be used and why; whether equipment will be acquired by lease or purchase (see [Subpart 7.4](#)) and why; and any other contracting considerations. Provide rationale if a performance-based acquisition will not be used or if a performance-based acquisition for services is contemplated on other than a firm-fixed-price basis (see [37.102\(a\)](#), [16.103\(d\)](#), and [16.505\(a\)\(3\)](#)).

(ii) For each order contemplated, discuss—

(A) For information technology acquisitions, how the capital planning and investment control requirements of [40 U.S.C. 11312](#) and OMB Circular A-130 will be met (see [7.103\(t\)](#) and [Part 39](#)); and

(B) Why this action benefits the Government, such as when—

(1) The agency can accomplish its mission more efficiently and effectively (*e.g.*, take advantage of the servicing agency's specialized expertise; or gain access to contractors with needed expertise); or

(2) Ordering through an indefinite delivery contract facilitates access to small business concerns, including small disadvantaged business concerns, 8(a) contractors, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns, or service-disabled veteran-owned small business concerns.



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2.5 *Budgeting and funding.* Include budget estimates, explain how they were derived, and discuss the schedule for obtaining adequate funds at the time they are required (see [Subpart 32.7](#)).

2.6 *Product or service descriptions.* Explain the choice of product or service description types (including performance-based acquisition descriptions) to be used in the acquisition.

2.7 *Priorities, allocations, and allotments.* When urgency of the requirement dictates a particularly short delivery or performance schedule, certain priorities may apply. If so, specify the method for obtaining and using priorities, allocations, and allotments, and the reasons for them (see [Subpart 11.6](#)).

2.8 *Contractor versus Government performance.* Address the consideration given to OMB Circular No. A-76 (see [Subpart 7.3](#)).

2.9 *Inherently governmental functions.* Address the consideration given to [Subpart 7.5](#).

2.10 *Management information requirements.* Discuss, as appropriate, what management system will be used by the Government to monitor the contractor's effort. If an Earned Value Management System is to be used, discuss the methodology the Government will employ to analyze and use the earned value data to assess and monitor contract performance. In addition, discuss how the offeror's/contractor's EVMS will be verified for compliance with the American National Standards Institute/Electronics Industries Alliance (ANSI/EIA) Standard-748, Earned Value Management Systems, and the timing and conduct of integrated baseline reviews (whether prior to or post award). (See [34.202](#).)

2.11 *Make or buy.* Discuss any consideration given to make-or-buy programs (see [15.407-2](#)).

2.12 *Test and evaluation.* To the extent applicable, describe the test program of the contractor and the Government. Describe the test program for each major phase of a major system acquisition. If concurrency is planned, discuss the extent of testing to be accomplished before production release.

2.13 *Logistics considerations.* Describe—

- (i) The assumptions determining contractor or agency support, both initially and over the life of the acquisition, including consideration of contractor or agency maintenance and servicing (see [Subpart 7.3](#)), support for contracts to be performed in a designated operational area or supporting a diplomatic or consular mission (see [25.301-3](#)); and distribution of commercial items;
- (ii) The reliability, maintainability, and quality assurance requirements, including any planned use of warranties (see [Part 46](#));
- (iii) The requirements for contractor data (including repurchase data) and data rights, their estimated cost, and the use to be made of the data (see [Part 27](#)); and



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(iv) Standardization concepts, including the necessity to designate, in accordance with agency procedures, technical equipment as “standard” so that future purchases of the equipment can be made from the same manufacturing source.

2.14 *Government-furnished property.* Indicate any Government property to be furnished to contractors, and discuss any associated considerations, such as its availability or the schedule for its acquisition (see [45.102](#)).

2.15 *Government-furnished information.* Discuss any Government information, such as manuals, drawings, and test data, to be provided to prospective offerors and contractors. Indicate which information that requires additional controls to monitor access and distribution (e.g., technical specifications, maps, building designs, schedules, etc.), as determined by the agency, is to be posted via the Federal Technical Data Solution (FedTeDS) (see [5.102\(a\)](#)).

2.16 *Environmental and energy conservation objectives.* Discuss all applicable environmental and energy conservation objectives associated with the acquisition (see [Part 23](#)), the applicability of an environmental assessment or environmental impact statement (see 40 CFR 1502), the proposed resolution of environmental issues, and any environmentally-related requirements to be included in solicitations and contracts.

2.17 *Security considerations.* For acquisitions dealing with classified matters, discuss how adequate security will be established, maintained, and monitored (see [Subpart 4.4](#)). For information technology acquisitions, discuss how agency information security requirements will be met. For acquisitions requiring routine contractor physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system, discuss how agency requirements for personal identity verification of contractors will be met (see [Subpart 4.13](#)).

2.18 *Contract administration.* Describe how the contract will be administered. In contracts for services, include how inspection and acceptance corresponding to the work statement’s performance criteria will be enforced.

2.19 *Other considerations.* Discuss, as applicable:

- (i) Standardization concepts;
- (ii) The industrial readiness program;
- (iii) The Defense Production Act;
- (iv) The Occupational Safety and Health Act;
- (v) Support Anti-terrorism by Fostering Effective Technologies Act of 2002 (SAFETY Act) (see [Subpart 50.2](#));
- (vi) Foreign sales implications;
- (vii) Special requirements for contracts to be performed in a designated operational area or supporting a diplomatic or consular mission; and
- (viii) Any other matters germane to the plan not covered elsewhere.

2.20 *Milestones for the acquisition cycle.* Address the following steps and any others appropriate:



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- Acquisition plan approval (including Market Research)
- Statement of work
- Specifications
- Data requirements
- Completion of acquisition-package preparation
- Purchase Request
- Issuance of synopsis
- Justification and Approval and/or any required Determination and Findings (if non-competitive).
- Issuance of solicitation
- Receive questions
- Send questions to Requirements Official
- Legal Counsel reviews questions and responses
- Issue amendment (to provide responses)
- RFQ closes
- Technical Evaluation Board begins evaluations
- Technical Evaluation Report due
- Clarifications/discussions, if required
- Conclude clarifications/discussions, if required
- Evaluation team reviews clarifications/discussions
- Evaluation team provides report
- Beginning and completion of negotiations and source selection
- Contract preparation, review, and clearance
- Contract award

2.21 *Identification of participants in acquisition plan preparation.* List the individuals who participated in preparing the acquisition plan, giving contact information for each.

2.22 *Additional Requirements For Major Systems* ([FAR 7.106](#))

(a) In planning for the solicitation of a major system (see [Part 34](#)) development contract, planners shall consider requiring offerors to include, in their offers, proposals to incorporate in the design of a major system—

(1) Items which are currently available within the supply system of the agency responsible for the major system, available elsewhere in the national supply system, or commercially available from more than one source; and

(2) Items which the Government will be able to acquire competitively in the future if they are likely to be needed in substantial quantities during the system's service life.

(b) In planning for the solicitation of a major system (see [Part 34](#)) production contract, planners shall consider requiring offerors to include, in their offers, proposals identifying opportunities to assure that the Government will be able to obtain, on a competitive basis, items acquired in connection with the system that are likely to be acquired in substantial quantities during the service life of the system. Proposals submitted in response to such requirements may include the following:



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- (1) Proposals to provide the Government the right to use technical data to be provided under the contract for competitive future acquisitions, together with the cost to the Government, if any, of acquiring such technical data and the right to use such data.
- (2) Proposals for the qualification or development of multiple sources of supply for competitive future acquisitions.
- (c) In determining whether to apply paragraphs (a) and (b) of this section, planners shall consider the purposes for which the system is being acquired and the technology necessary to meet the system's required capabilities. If such proposals are required, the contracting officer shall consider them in evaluating competing offers. In noncompetitive awards, the factors in paragraphs (a) and (b) of this section, may be considered by the contracting officer as objectives in negotiating the contract.

Section 3 Acquisition Considerations ([PGI 207.105](#))

3.1 *Acquisition considerations.* When supplies or services will be acquired by placing an order under a non-DoD contract (e.g., a Federal Supply Schedule contract), regardless of whether the order is placed by DoD or by another agency on behalf of DoD, address the method of ensuring that the order will be consistent with DoD statutory and regulatory requirements applicable to the acquisition and the requirements for use of DoD appropriated funds.

3.2 *Other considerations.*

(A) National Technology and Industrial Base. For major defense acquisition programs, address the following ([10 U.S.C. 2506](#))—

- (1) An analysis of the capabilities of the national technology and industrial base to develop, produce, maintain, and support such program, including consideration of the following factors related to foreign dependency ([10 U.S.C. 2505](#))—
 - (i) The availability of essential raw materials, special alloys, composite materials, components, tooling, and production test equipment for the sustained production of systems fully capable of meeting the performance objectives established for those systems; the uninterrupted maintenance and repair of such systems; and the sustained operation of such systems.
 - (ii) The identification of items specified in paragraph (b)(19)(A)(1)(i) of this section that are available only from sources outside the national technology and industrial base.
 - (iii) The availability of alternatives for obtaining such items from within the national technology and industrial base if such items become unavailable from sources outside the national technology and industrial base; and an analysis of any military vulnerability that could result from the lack of reasonable alternatives.
 - (iv) The effects on the national technology and industrial base that result from foreign acquisition of firms in the United States.
- (2) Consideration of requirements for efficient manufacture during the design and production of the systems to be procured under the program.
- (3) The use of advanced manufacturing technology, processes, and systems during the research and development phase and the production phase of the program.



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(4) To the maximum extent practicable, the use of contract solicitations that encourage competing offerors to acquire, for use in the performance of the contract, modern technology, production equipment, and production systems (including hardware and software) that increase the productivity of the offerors and reduce the life-cycle costs.

(5) Methods to encourage investment by U.S. domestic sources in advanced manufacturing technology production equipment and processes through—

(i) Recognition of the contractor's investment in advanced manufacturing technology production equipment, processes, and organization of work systems that build on workers' skill and experience, and work force skill development in the development of the contract objective; and

(ii) Increased emphasis in source selection on the efficiency of production.

(6) Expanded use of commercial manufacturing processes rather than processes specified by DoD.

(7) Elimination of barriers to, and facilitation of, the integrated manufacture of commercial items and items being produced under DoD contracts.

(8) Expanded use of commercial items, commercial items with modifications, or to the extent commercial items are not available, nondevelopmental items (see [FAR Part 10](#)).

(9) Acquisition of major weapon systems as commercial items (see [DFARS Subpart 234.70](#)).

(B) Industrial Capability (IC).

(1) Provide the program's IC strategy that assesses the capability of the U.S. industrial base to achieve identified surge and mobilization goals. If no IC strategy has been developed, provide supporting rationale for this position.

(2) If, in the IC strategy, the development of a detailed IC plan was determined to be applicable, include the plan by text or by reference. If the development of the IC plan was determined not to be applicable, summarize the details of the analysis forming the basis of this decision.

(3) If the program involves peacetime and wartime hardware configurations that are supported by logistics support plans, identify their impact on the IC plan.

(C) Special considerations for acquisition planning for crisis situations outside the United States. Ensure that the requirements of DoD Instruction 3020.37, Continuation of Essential DoD Contractor Services During Crises, are addressed. Also—

(1) Acquisition planning must consider whether a contract is likely to be performed in crisis situations outside the United States and must develop appropriately detailed measures for inclusion in the contract. Combatant commanders establish operational plans identifying essential services that must continue during crisis. DoDI 3020.37 requires the military departments to develop the resources to carry out these plans. When planning the acquisition, consider these operational plans and the resources available to carry out these plans.



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(2) During acquisition planning, identify which services have been declared so essential that they must continue during a crisis situation. A best practice is to create a separate section, paragraph, line, or other designation in the contract for these essential services so they can be tracked to an option or separate contract line item.

(3) Operational-specific contractor policies and requirements resulting from combatant commander “integrated planning” will be described in operation plans (OPLAN), operation orders (OPORD) or separate annexes, and must be incorporated into applicable contracts. The plans may include rules for theater entry, country clearance, use of weapons, living on-base, etc. Therefore, the requiring activity is responsible for obtaining pertinent OPLANs, OPORDs, and annexes (or unclassified extracts) from the affected combatant command or military service element or component and for ensuring that the contract is consistent with the theater OPLAN and OPORD.

(4) Ask the requiring activity to confirm that the appropriate personnel department has determined that inherently Governmental functions are not included in the contract requirements. If contract services will become inherently Governmental during a time of crisis, ensure that the contract states that work will be removed from the contract (temporarily or permanently) upon the occurrence of a triggering event (specified in the contract) or upon notice from the contracting officer that informs the contractor when its responsibility to perform affected duties will stop or restart. The contract should require the contractor to have a plan for restarting performance after the crisis ends.

(5) If the combatant commander’s contingency plan requires military members to replace contractor employees during a crisis or contingency, acquisition planning must consider whether the contract should require the contractor to train military members to do that.

(D) CONUS Antiterrorism Considerations. For acquisitions that require services to be delivered to or performed on a DoD installation, DoD occupied space, ship, or aircraft, ensure that the requirements of DoD Instruction 2000.16, DoD Antiterrorism Standards, are addressed. DoD Instruction 2000.16 is available at the Washington Headquarters Services website at <http://www.dtic.mil/whs/directives/>.

(1) Acquisition planning must consider antiterrorism (AT) measures when the effort to be contracted could affect the security of operating forces, particularly in-transit forces. Contracting officers must work closely with Antiterrorism Officers (ATOs) and legal advisors to ensure that AT security considerations are properly and legally incorporated into the acquisition planning process. Consider AT performance as an evaluation factor for award (past performance and proposed performance under the instant contract), and as a performance metric under the resultant contract.

(2) The geographic Combatant Commander’s AT policies take precedence over all AT policies or programs of any DoD component operating or existing in that command’s area of responsibility. These policies, in conjunction with area specific AT security guidance, form the core of AT security criteria which shall be applied to all contracts as a baseline. The ATO has access to the Joint Staff’s Antiterrorism Enterprise Portal on the NIPRNET, <https://atep.dtic.mil/portal/site/atep/>, a password-



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protected integrated interface for current and planned AT tools. Coordinate with the ATO to incorporate AT security considerations into the contracting process, including suggestions for specific AT security measures that should be employed. At a minimum—

- (i) Consider AT Risk Assessment results when developing alternative solutions to contract requirements that will mitigate security risks. The impact of local security measures on contract performance and possible contract performance outcomes that could improve or leverage local security measures should be considered when selecting among alternative contract performance requirements.
- (ii) Antiterrorism procedures incorporate random schedules, access, and/or search requirements. There also may be frequent changes in the local threat level. Consider the impact of these practices when developing performance work statements and special contracting requirements, especially those related to site access controls.
- (iii) Consider the need for contractor personnel screening requirements to be met prior to commencing work under the contract. The contracting officer should notify the ATO prior to the start of contract performance to ensure all required AT security measures are in place.
- (iv) Performance work statements should be written with the understanding that the need for and level of AT measures may change during contract performance. Performance work statements should provide for the conduct of periodic inspections to ensure adherence to access control procedures. Consider the need for reviewing contract AT measures if the local threat changes and/or if contract terms or requirements change.



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Appendix A Independent Government Cost Estimate Sample

PROGRAM NAME:

PR#: MXXXXX-XX-XX-XXXXX

INDEPENDENT GOVERNMENT COST ESTIMATE (IGCE)

ESTIMATED LABOR HOURS

CONUS				OCONUS				CONUS/ OCONUS TOTAL
Base Year	Est Total Hours /Wk	Est Total Work Wks*	Est Total Hours	Base Year	Est Total Hours /Wk	Est Total Work Wks	Est Total Hours	
Engineer	40	47	1,880	Engineer	40	47	1,880	
Tech I	40	47	1,880	Tech I	40	47	1,880	
Tech I - OT	6	47	282	Tech I - OT	20	47	940	
TOTALS			<u>4,042</u>	TOTALS			<u>4,700</u>	8,742
Option X	Est Total Hours /Wk	Est Total Work Weeks	Est Total Hours	Option X	Est Total Hours /Wk	Est Total Work Weeks	Est Total Hours	
Engineer	40	47	1,880	Engineer	40	47	1,880	
Tech I	40	47	1,880	Tech I	40	47	1,880	
Tech I - OT	10	47	470	Tech I - OT	20	47	940	
TOTALS			<u>4,230</u>	TOTALS			<u>4,700</u>	8,930
Option X	Est Total Hours /Wk	Est Total Work Weeks	Est Total Hours	Option X	Est Total Hours /Wk	Est Total Work Weeks	Est Total Hours	
Engineer	40	47	1,880	Engineer	40	47	1,880	
Tech I	40	47	1,880	Tech I	40	47	1,880	
Tech I - OT	10	47	470	Tech I - OT	20	47	940	
TOTALS			<u>4,230</u>	TOTALS			<u>4,700</u>	8,930

**Note: Estimated total work weeks is based on 52 wks/yr less 3 weeks combined sick/annual leave. Exempt employees may be entitled to more time off.*



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**Appendix A Independent Government Cost Estimate Sample
INDEPENDENT GOVERNMENT COST ESTIMATE (IGCE)
ESTIMATED LABOR AND DIRECT COST DOLLARS**

CONUS				OCONUS				CONUS/ OCONUS TOTAL
Base Year	Est Tot Labor Hrs	Est Burden Labor Rate	Est Total Cost	Base Year	Est Tot Labor Hrs	Est Burden Labor Rate	Est Total Cost	
Engineer	1,880	\$75	\$141,00	Engineer	1,880	\$110	\$206,80	
Tech I	1,880	\$75	\$141,00	Tech I	1,880	\$110	\$206,80	
Tech I - OT**	282	\$73	\$20,621	Tech I - OT**	940	\$107	\$100,81	
Tot Labor			\$302,621	Total Labor			\$514,415	\$817,036
Material			\$4,500	Material			\$9,000	
Travel			\$7,000	Travel			\$22,000	
Tot ODC			\$11,500	Tot ODC			\$31,000	
TOTAL			\$314,12	TOTAL			\$545,41	
Option X	Est Tot Labor Hrs	Est Burden Labor Rate	Est Total Cost	Option X	Est Tot Labor Hrs	Est Burden Labor Rate	Est Total Cost	
Engineer	1,880	\$78	\$146,64	Engineer	1,880	\$114	\$215,07	
Tech I	1,880	\$78	\$146,64	Tech I	1,880	\$114	\$215,07	
Tech I - OT**	470	\$76	\$35,744	Tech I - OT**	940	\$112	\$104,84	
Total Labor			\$329,024	Total Labor			\$534,992	\$864,015
Material			\$6,000	Material			\$11,000	
Travel			\$8,000	Travel			\$23,000	
Tot ODC			\$14,000	Tot ODC			\$34,000	
TOTAL			\$343,02	TOTAL			\$568,99	
Option X	Est Tot Labor Hrs	Est Burden Labor	Est Total Cost	Option X	Est Tot Labor Hrs	Est Burden Labor	Est Total Cost	



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Rate				Rate				
Engineer	1,880	\$81	\$52,506	Engineer	1,880	\$119	\$23,675	
Tech I	1,880	\$81	\$52,506	Tech I	1,880	\$119	\$23,675	
Tech I -				Tech I -			\$109,04	
OT**	470	\$79	\$37,173	OT**	940	\$116	2	
Total			\$342,18	Total			\$556,39	
Labor			4	Labor			1	\$898,576
Material			\$7,500	Material			\$15,000	
Travel			\$7,000	Travel			\$25,000	
Tot ODC			\$14,500	Tot ODC			\$40,000	
TOTAL			\$356,68	TOTAL			\$596,39	

****Note: Tech OT based on 1.5 X unburdened labor cost**



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Exhibit 5-D: Three Types of Statements of Work

Statement of Work (SOW)

A traditional SOW includes an outline or architecture of required program elements and often provides “how-to” instructions to ensure the Contractor will satisfy the contract objectives in a specific manner. The key characteristics of a SOW are:

- States required outcomes and describes *how* the Contractor is expected to accomplish desired results.
- Aligns requirements with objectives to follow the correct specification when satisfying objectives
- Typically 30-60 pages in length

Performance-Based SOW (Template below)

A Performance-Based SOW is similar to the traditional SOW but allows for more flexibility in how the contractor will satisfy the contract objectives. This is the preferred format for services acquisitions. The key characteristics of a Performance-Based SOW are:

- Specific and clearly-defined contract goals
- Technical and schedule requirements stated in terms of desired results
- Methods of performance measurement
- Clearly established deliverables and other reporting requirements

For more information on Performance-Based Services Acquisitions (PBSA), please reference the [DoD PBSA Guidebook](#), and the [7 Steps to PBSA – Flowchart](#).

Statement of Objectives (SOO) (Template below)

A SOO states the overall solicitation objectives, addressing product-oriented goals rather than performance requirements. This provides potential offerors maximum flexibility in developing their design approach, planning their own cost-effective solutions, and proposing innovative alternatives to meet the top-level objectives and product goals. The SOO can also be used, along with the Performance Based SOW, in services acquisitions. When including a SOO in a solicitation, build in extra time into the procurement schedule for source selection, as the possibility of wide variances in both technical and cost proposals may require increased evaluation time. The key characteristics of a SOO are:

- Typically 2-4 pages
- Separates requirements from objectives to have maximum flexibility in design approach.
- Avoids “how-to” statements
- Tends to be product-oriented
- Identifies conditions and constraints

Sections L and M are prepared differently when using a SOO instead of a SOW. Ensure that you provide logical instructions to the offerors requesting proposal responses that support the objectives and evaluation criteria that clearly identify how the offerors' responses will be



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evaluated. Also, the SOO is usually replaced at contract award in the contract by the proposed SOW.

Tips and Pointers for Preparing a Government Statement of Work

For detailed instructions in preparing your SOW or SOO, refer to the [DoD Handbook For Preparation Of Statement Of Work \(SOW\) MIL-HDBK-245d, 12 March 1999](#); and [DoD's PBSA guidebook](#).

When writing your statement of work, consider the following advice:

- Ensure you make use of the right language when addressing mandatory requirements (e.g., Contractor *shall*).
- Keep your language simple to avoid ambiguity.
- Take into account the appropriation being used to fund a requirement. Ensure your SOW/SOO requirements are written in a manner consistent with the type of appropriation.
- Avoid words such as “any,” “either,” and “and/or” – these words promote ambiguity due to the choice implied in the requirement.
- Be consistent in the way you refer to a given item in the work statement– maintain consistency throughout the document.
- Avoid abbreviation and ensure acronyms are spelled out upon first appearance or included in an acronym dictionary.
- Remember: nothing is free. Ensure that your work statement includes only the essential Government requirements rather than “nice-to-haves.”
- Ensure the work statement is detailed enough to allow the offeror to submit an accurate and realistic cost estimate.

When reviewing your statement of work, ask yourself the following questions:

- Will offerors be able to prepare a sound technical proposal? Are specific outcomes clearly stated so that the offeror will know exactly what to do and when it is required? Are tasks realistic and performable?
- Will offerors be able to prepare a sound cost proposal? Is the PWS sufficiently detailed to enable both the government and the offeror to estimate labor and other costs and to identify other resources required for accomplishing each task element?
- Are standards clearly identified in such a way that all parties can adequately measure performance? Is the PWS too restrictive?
- Are proper quantities and delivery dates indicated for each deliverable? Are schedules and frequencies of performance clearly defined?
- When it becomes necessary to reference other documents, are they properly described and cited?
- Have the appropriate Government and industry standards been researched and referenced in the PWS?
- Have any data requirements been specified separately in a data requirements section? Have extraneous data requirements been eliminated?
- Is the SOW consistent with all sections of the solicitation?



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- Is the SOW organized under the following major headings?
 - SCOPE
 - APPLICABLE DOCUMENTS
 - REQUIREMENTS
- Is the “SCOPE” section free of everything that could be interpreted as:
 - Directions to the contractor to perform work tasks,
 - Specification of data requirements, and
 - Description of deliverable products?
- Do documents listed in the “APPLICABLE DOCUMENTS” section of the SOW have the specific version listed, along with other publication facts such as document numbers and dates where applicable?
- Are all of the documents listed in the “APPLICABLE DOCUMENTS” section of the SOW actually cited?
- When documents are cited, are only the specific sections necessary to do the work cited?
- Is the document clear and complete enough for the contractor to estimate the probable cost and identify all resources needed to do the work?
- Is there no question as to whether the contractor has been told what specific tasks to perform?
- Are the binding requirements clearly distinguishable from the background information?
- Is the SOW free of “how to” requirements?
- Are the “acquisition streamlining” sections from MIL-HDBK-248 present?
- Is the SOW free of statements that order or describe data items?
- Is the SOW free of references to the Data Item Descriptions (DIDs)?
- Is the SOW free of proposal requirements and evaluation factors?
- Is the SOW free of business management matters that belong in the other contract sections, like requirements for time of performance?
- Is the SOW free of specifications and amendments to specifications for equipment, parts, materials or other goods?
- Is the SOW free of references to Government in-house management instructions?
- Is the SOW free of requirements that cite Government specifications or standards?
- Is the SOW free of requirements that cite handbooks, service regulations, technical orders, or any other Government document not specifically written according to DoD standards?
- Does the title page contain the title, preparation date, procurement request number or contract number, revision number, date, and identity of the preparing organization?
- If the document exceeds five pages, does it have a table of contents? If so, is the table correct?
- Does the SOW require delivery of products or result other than periodic progress reports?
- Does each paragraph cover only one requirement?
- Does each paragraph and subparagraph have a title?
- Is the SOW free of pronouns with ambiguous antecedents?
- Is the terminology consistent throughout the entire package?
- Have you double-checked all of the “shall's” and “will's”?
- Are you sure there are no “any's” and “or's” that could be interpreted differently from what you might like?



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Performance Work Statement (PWS) Template

1. Scope. This section includes a brief statement of what the PWS should cover. The scope paragraph defines the breadth and limitations of the work to be done. In some cases, the use of an introduction, background, or both, is preferred. Separate indentures under this Section are used in PWS to accommodate complex acquisitions requiring lengthy background information. Background information should be limited to only that information needed to acquaint the proposer with the basic acquisition requirement. The items listed below should not be included in the Scope Section.

- a. Directions to the contractor to perform work tasks.
- b. Specification of data requirements.
- c. Description of deliverable products.

2. Applicable Documents. Military handbooks, government instructions, service regulations, technical orders, and policy letters, as a type, are not written in language suitable for contract application. In the event requirements of these documents must be included in a PWS, excerpts only should be used and should be made into either a clear task statement or a clear reference statement for guidance only, and not for contract compliance. Any documents identified in this section of the PWS should have the specific version referenced, i.e. by date or by revision letter.

3. Tasks. Specific work tasks are called for in this section of the PWS.

4. Contractor Quality Assurance. This section specifies requirements for the contractor's inspection system. It specifies particular inspections and tests which the contractor must perform. It specifies particular inspection records which the contractor must maintain. The inspection of services clause in a government service contract requires that the contractor maintain an inspection system that is acceptable to the government. If the buyer has particular requirements for the contractor's inspection system, this section is the place to specify them

Note:

1. There is no specified format.
2. Describe the work in terms of the required results rather than either how the work is to be accomplished or the number of hours to be provided.
3. Enable assessment of work performance against measurable performance standards.
4. Rely on the use of measurable performance standards and financial incentive in a competitive environment to encourage competitors to develop and institute innovative and cost effective methods of performing the work.
5. The Contractor's Quality Assurance Plan is NOT the Quality Assurance Surveillance Plan (QASP).



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Statement of Objectives (SOO) Template

1. Purpose:
2. Scope or Mission:
3. Period and Place of Performance;
4. Background:
5. Performance Objectives:
 - 1.
 - 2.
 - 3.
 - 4.
6. Operating Constraints:

Note:

1. A SOO is a short (2 or 3 page) statement of the Contracting Officer's objectives, instead of specific task and is included in an RFP instead of a PWS.
2. The RFP instructs each offeror to write a PWS as a part of its proposal.
3. Offerors propose tasks and standards to achieve Contracting Officer's objectives.
4. The successful offeror's PWS becomes a part of the contract. The SOO is discarded.
5. While this technique relieves the Contracting Officer of the task of preparing a PWS, it greatly increases the work of source selection. Each proposed PWS must be carefully considered and its shortcomings and pitfalls identified and evaluated in terms of the buyers objectives.



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Exhibit 5-E: Technical Evaluation Criteria

Placeholder for Document to be provided by Sandra Hughes, Contracts A Branch Chief and Wanda Wichmann, Contracts A Branch Customer Liaison



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Exhibit 5-F: Contractor Non-Disclosure Agreement

Non-Disclosure Clause

The clause set forth below would be inserted into the Contract/Order with the Contractor who is providing support services to the Marine Corps.

H. __ SPECIAL CONTRACT REQUIREMENT REGARDING NON-DISCLOSURE OF INFORMATION

In the course of performing this contract/order, the Contractor may be or has been given access to and entrusted with various forms of information/data from a wide variety of sources which the Contractor would not otherwise be entitled to be in possession of. The information/data may be in the form of Source Selection Information as defined in Federal Acquisition Regulation ([FAR](#)) [3.104-3](#) (e.g., source selection plans, contractor proposals before being made public, ranking of proposals); other nonpublic sensitive Government information such as: proprietary information (e.g., information submitted by a contractor and identified as “Business Sensitive” with a restrictive legend per [FAR 52.215-1](#)); advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies); trade secrets and other confidential business information (e.g., confidential business information submitted by a contractor); Government attorney work product; information protected by the Privacy Act (e.g., social security numbers, home addressees and telephone numbers of Government employees); and other sensitive information that would not be released by the Marine Corps under the Freedom of Information Act (e.g., program, planning and budgeting system information, workload data, and performance systems data). Data includes all data, information and software, regardless of the medium (e.g. electronic or paper) and/or format in which the data exists, and includes data which is derived from, based on, incorporates, includes or refers to such Source Selection, Business Sensitive and/or proprietary data (collectively referred to herein as “the data”).

This Special Contract Requirement implements Defense FAR Supplement ([DFARS](#)) [252.204-7000](#), “DISCLOSURE OF INFORMATION.”

As a condition to receiving access to the data, the Contractor shall: (1) prior to having access to proprietary data, obtain the agreement of the applicable person or entity to permit access by the Contractor to such data; (2) use the data solely for the purpose of performing duties under this contract/order; (3) not discuss with, disclose, release, reproduce or otherwise provide or make available the data, or any portion thereof, to any employee of the Contractor unless and until such person has executed an individual non-disclosure agreement at Attachment (A) to this contract/order; (4) not discuss with, disclose, release, reproduce or otherwise provide or make available the data, or any portion thereof, to any non-Government person or entity (including, but not limited to any subcontractor, joint venture, affiliate, successor or assignee of the Contractor), unless the Contracting Officer (and any company claiming the data is proprietary) have given prior written approval, AND the person receiving the data has executed an individual non-disclosure agreement similar to that at Attachment (A) to this contract/order; (5) establish safeguards to protect such data or software from unauthorized use or disclosure; and (6)



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indoctrinate its personnel who will have access to the data as to the restrictions under which access is granted. Any other use, disclosure, release or reproduction is unauthorized and may result in substantial criminal, civil and/or administrative penalties to the Contractor or to the individual who violates this special contract requirement or non-disclosure agreement.

Appropriate restrictive legends will be included by the Contractor on any copies and reproductions made of all or any part of the data and any data that is derived from, based upon, incorporates, includes or refers to the data. When the Contractor's need for such data ends, the data shall be returned promptly (within 10 business days) to the appropriate Government Program personnel. However, the obligation not to discuss, disclose, release, reproduce or otherwise provide or make available such data, or any portion thereof, shall continue, even after completion of this contract/order. Any actual or suspected unauthorized use, disclosure, release, or reproduction of such data or violation of this agreement, of which the company or any employee is or may become aware, will be reported promptly (within one business day) to the Contractor's Program Manager, who will inform the Contracting Officer within five business days of receiving the report.



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Individual Non-Disclosure Agreement (Attachment (A))

This document would be signed by each individual employee of the support contractor who has or will have access to the sensitive data described in the Special Contract Clause set forth above.

U.S. MARINE CORPS SUPPORT CONTRACTOR
NON-DISCLOSURE AGREEMENT (INDIVIDUAL)

In the course of performing work on Contract/Order MXXXXX-00-D-XXXX, I may be given access to or entrusted with Source Selection Information as defined in Federal Acquisition Regulation ([FAR](#) 3.104-3, (e.g., source selection plans, contractor proposal before being made public, ranking of proposals), other sensitive Government data such as data identified as “Business Sensitive,” and/or data belonging to or marked or considered as “proprietary” (e.g., restrictive legend per [FAR 52.215-1](#)), advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies), trade secrets and other confidential business information (e.g., confidential business information submitted by a contractor), Government attorney work product, information protected by the Privacy Act (e.g., social security numbers, home addressees and telephone numbers of Government employees) and information that would not be released by the Marine Corps under the Freedom of Information Act (e.g., program, planning, and budgeting system information, workload data, and performance systems data). Data includes all data, information and software, regardless of the medium (e.g. electronic or paper) and/or format in which the data exists, and includes data which is derived from, based on, incorporates, includes or refers to such Source Selection, Business Sensitive and/or proprietary data (collectively referred to as “the data”).

As a condition to receiving access to the data, I will not discuss with, disclose, release, reproduce or otherwise provide or make available the data, or any portion thereof, to any employee of (Contractor’s Company Name), or any other company, unless and until such person has executed a copy of this individual non-disclosure agreement. I also will not discuss with, disclose, release, reproduce, or otherwise provide or make available the data, or any portion thereof, to any non-Government person or entity (including, but not limited to any subcontractor, joint venture, affiliate, successor or assignee of the Contractor), unless the Contracting Officer (and any company claiming the data is proprietary) have given prior written approval, AND the person receiving the data has executed an individual non-disclosure agreement similar to that at Attachment (A) to the subject contract/order. Furthermore, I agree to safeguard the data and to use the data solely for the purpose of performing duties under the subject contract. Any other use, disclosure, release or reproduction is unauthorized and may result in substantial criminal, civil and/or administrative penalties to me or (Contractor’s Company Name).

Appropriate restrictive legends will be included by me on any copies and reproductions made of all or any part of the data and any data that is derived from, based upon, incorporates, includes or refers to the data.



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I agree that these obligations not to use, discuss, disclose, release, reproduce or otherwise provide or make available the data continue, even after completion of the contract or my employment with (Contractor’s Company Name).

I will promptly (within one business day) report to my Program Manager any actual or suspected unauthorized use, disclosure, release, or reproduction of such data or violation of this agreement of which I am now or may become aware.

I agree that when the Marine Corps or my employer determines that my need for such data no longer exists or my employment with (Contractor’s Company Name) ends, I shall return such data promptly (within five business days) to my Program Manager.

PRINTED NAME CONTRACTOR EMPLOYEE: _____

POSITION/TITLE: _____

SIGNATURE: _____ DATE: _____

WITNESSED BY

PRINTED NAME OF SENIOR REPRESENTATIVE OF CONTRACTOR: _____

POSITION/TITLE: _____

SIGNATURE: _____ DATE: _____



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Exhibit 5-G: Wide Area Work Flow Point of Contact Information

(Insert Date)
Control No: (e.g., MCLBA 10052)

Wide Area Work Flow Information

Name:

Phone Number

Email Address:

Include location of where contract performance/service is to be accomplished).

(Sign here) _____
Printed Name: _____
Duty Title: _____



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Exhibit 5-H: Sole Source Memo Sample for Supplies

Sole Source Justification for Simplified Acquisitions over \$3,000 and up to \$100,000 for Supplies

- The supply/material listed on (*insert Purchase Request number*) is available from only one source, and competition is precluded for reasons indicated below. There are no substitutes available for this material.
- Restricted to the following source: (*provide original manufacturer’s name*). (*If a sole source manufacturer distributes via dealers, also provide dealer information.*)

Manufacturer:

Manufacturer POC and Phone Number:

Manufacturer Address:

Manufacturer’s Dealer/Representative:

Dealer/Representative Address and Phone Number:

- Description of the item required, the estimated cost, and required delivery date.

- Specific characteristics of the material that limit the availability to a sole source (unique features, function of the item, etc.). Describe in detail why only this suggested source can furnish the requirements to the exclusion of other sources.

- Check and fill in all that are applicable:

The material must be compatible in all aspects (form, fit, and function) with existing systems presently installed. Describe the equipment you have now and how the new item must coordinate, connect, or interface with the existing system:

A patent, copyright, or proprietary data limits competition. The proprietary data are described as follows:



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These are “direct replacement” parts/components for existing equipment.

Other information to support a sole-source buy:

I certify that statements checked and information provided above are complete and correct to the best of my knowledge. I understand that the processing of this Sole-Source Justification precludes the use of full and open competition. The required material represents the minimum requirements of the Government.

Project Officer Name/Title Signature Date

Contracting Officer Name/Title Signature Date



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Exhibit5-I: Justification and Approval (J&A)

J&A Format

Use Contracting Office Letterhead

Control No: (e.g., MCLBA 10052)

JUSTIFICATION AND APPROVAL TO PROCURE USING OTHER THAN FULL AND OPEN COMPETITION

Upon the basis of the following justification, I, as (insert appropriate title; e.g., Navy Senior Procurement Executive; Head of the Contracting Activity; Assistant Deputy Commandant, Installations and Logistics (Contracts); Competition Advocate for the Procuring Activity; or Contracting Officer), hereby approve use of other than full and open competition for the proposed contractual action pursuant to the authority of (insert appropriate authority; e.g., [10 U.S.C. 2304 \(c\) \(1\)](#)).

Justification

(Insert content required by [FAR 6.303-2](#), [NMCARS 206.303-2](#) and as noted herein under the appropriate information headings listed below. These headings must be included in every J&A. If a particular heading does not apply, annotate N/A along with brief supporting rationale, unless the reason for nonapplicability is self-evident.)

1. **Identification of Agency and Contracting Activity.**

Specify the agency and contracting activity responsible for this action (e.g., Marine Corps; Marine Corps Logistics Base, Albany, Georgia, Contracts Directorate (Code 892)).

2. **Nature/Description of Action.**

State the nature of the action, e.g., contracting without providing for full and open competition. Note whether approval is being requested for a new contract or a modification. Also include the type of contract being contemplated and rationale. When applicable, describe any planned incentive arrangements for improving contractor performance, including any shorelines, ceilings, performance incentives, award fees, escalation provisions, anticipated profit/fee ranges, or other pricing arrangements.

3. **Description of Supplies/Services.**

Provide a clear and thorough description of what the activity intends to acquire under the resulting contractual action (s).

4. **Identification of Statutory Authority.**

Identify the statutory authority permitting other than full and open competition, followed by the FAR citation title (e.g., [10 U.S.C. 2304\(c\)\(1\)](#)). Only one responsible source and no other supplies or services will satisfy agency requirements.).

5. **Demonstration of the Contractor's Unique Qualifications or Rationale for Use of the Authority Cited.**



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Describe how this action requires the use of the authority cited. If applicable, identify the proposed or potential contractor(s), and include a discussion of the proposed contractor's unique qualifications for fulfilling the contract requirements. If unusual and compelling urgency is cited, provide data, estimated cost, or other rationale as to the extent and nature of the harm to the Government.

6. Efforts Made to Solicit Potential Sources.

Describe efforts to ensure that offers are solicited from as many potential sources as is practicable. Also describe the extent of effective competition anticipated for this acquisition. Include whether a notice was or will be publicized as required by [FAR 5.201](#) and that any bids or proposals received shall be considered. If a notice will not be published, state which exception under [FAR 5.202](#) applies.

7. Determination of Fair and Reasonable Cost.

The Contracting Officer must make a determination that the anticipated cost to the Government will be fair and reasonable, e.g., "The Contracting Officer has determined that the anticipated cost to the Government will be fair and reasonable."

Provide a statement explaining the basis for such a determination (e.g., describe techniques to be used to determine fair and reasonable price such as cost analysis, price analysis, audit, Independent Government Estimate, etc.).

8. Description of Market Research.

Provide a description of the extent and results of the market research conducted to identify qualified sources (see [FAR Part 10](#)). Research must have been meaningful and conducted within the previous 12 months. If market research was not conducted, include a statement of the reason why it was not conducted.

9. Other Supporting Facts.

Discuss any other facts supporting the use of other than full and open competition as described in [FAR 6.303-2\(a\)\(9\)](#).

10. Listing of Interested Sources.

Include a listing of sources that have written to express an interest in the acquisition. Include the basis for determining that any of those sources are not viable competitors. If applicable, clearly state "To date, no other sources have written to express an interest."

11. Actions Taken to Remove Barriers to Competition.

While circumstances may not permit full and open competition for the current acquisition, include a statement of the actions taken, or to be taken, to increase competition (e.g., breakout) in the future.

12. Statement of Delivery Requirements.

Include a statement of delivery requirements per [NMCARS 5206.303-2](#).



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13. Total Estimated Dollar Value of the Acquisition(s) Covered by this J&A.
Identify by fiscal year and appropriation; include options.

14. Class Justification.

If this is a class justification, include the expiration date. The cumulative dollar value of all actions contemplated under the class justification will be used to determine the approval authority for the class justification.

15. Reference to the Approved Acquisition Plan (AP).

Provide the AP number and date it was approved, if applicable.

16. Documentation for Spare/Repair Parts Acquisitions.

If the requirement is for a spare or repair part, address whether or not it has been screened under [PGI 217.7506](#). If it has been screened, provide the Acquisition Method Code (AMC) and Acquisition Method Suffix Code (AMSC). Provide the approximate date the technical data package will be available.



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Certifications and Approval

Technical and Requirements Certifications ([FAR 6.303-2\(b\)](#)):

I certify that the supporting data under my cognizance, which is included in this justification, are accurate and complete to the best of my knowledge and belief.

Technical Cognizance:

(Signature) _____ Date _____

Typed Name and Title _____

Requirements Cognizance:

(Signature) _____ Date _____

Typed Name and Title _____

Contracting Officer Certification ([FAR 6.303-2\(a\)\(12\)](#)):

I certify that this justification is accurate and complete to the best of my knowledge and belief.

(Signature) _____ Date _____

Typed Name and Title _____

Review for Legal Sufficiency ([NMCAG G5206.303-90](#)):

This justification is determined legally sufficient.

(Signature) _____ Date _____

Typed Name and Title _____



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Approval

Competition Advocate (Procuring Activity) ([FAR 6.304\(a\)\(2\)](#)):

(Signature) _____ Date _____

Typed Name and Title _____

Competition Advocate of the Marine Corps:

(Signature) _____ Date _____

Typed Name and Title _____

Head of the Contracting Activity or Designee ([FAR 6.304\(a\)\(3\)](#)):

(Signature) _____ Date _____

Typed Name and Title _____



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Exhibit 5-J: Limited Source Justification Guidance and Sample

Limited Sources Justification and Approval Guidance. [FAR 8.405-6](#)

- (a) Orders placed under Federal Supply Schedules are exempt from the requirements in [Part 6](#). However, an ordering activity must justify its action when restricting consideration—
- (1) Of schedule contractors to fewer than required in [8.405-1](#) or [8.405-2](#); or
 - (2) To an item peculiar to one manufacturer (*e.g.*, a particular brand name, product, or a feature of a product, peculiar to one manufacturer). A brand name item, whether available on one or more schedule contracts, is an item peculiar to one manufacturer. Brand name specifications shall not be used unless the particular brand name, product, or feature is essential to the Government's requirements, and market research indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the agency's needs.
- (b) Circumstances that may justify restriction cited in paragraph (a)(1) of this subsection include—
- (1) Only one source is capable of responding due to the unique or specialized nature of the work;
 - (2) The new work is a logical follow-on to an original Federal Supply Schedule order provided that the original order was placed in accordance with the applicable Federal Supply Schedule ordering procedures. The original order must not have been previously issued under sole source or limited source procedures;
 - (3) An urgent and compelling need exists, and following the ordering procedures would result in unacceptable delays.
- (c) Ordering activities shall procure such requirements only if the need to do so is justified in writing and approved at the levels specified in paragraphs (f) and (h) of this subsection.
- (d) Except as provided in paragraph (e) of this subsection, when an order contains brand name specifications, the ordering activity shall post the following information along with the Request for Quotation (RFQ) to e-Buy (<http://www.ebuy.gsa.gov>):
- (1) For proposed orders exceeding \$25,000, but not exceeding the simplified acquisition threshold, the documentation required by paragraph (f) of this subsection.
 - (2) For proposed orders exceeding the simplified acquisition threshold, the justification required by paragraph (g) of this subsection.
- (e) The posting requirement of paragraph (d) of this subsection does not apply when—
- (1) Disclosure would compromise the national security (*e.g.*, would result in disclosure of classified information) or create other security risks. The fact that access to classified matter may be necessary to submit a proposal or perform the contract does not, in itself, justify use of this exception;
 - (2) The nature of the file (*e.g.*, size, format) does not make it cost-effective or practicable for contracting officers to provide access through e-Buy; or
 - (3) The agency's senior procurement executive makes a written determination that access through e-Buy is not in the Government's interest.



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(f) *Orders exceeding the micro-purchase threshold, but not exceeding the simplified acquisition threshold as defined in [2.101](#).* For proposed orders exceeding the micro-purchase threshold, but not exceeding the simplified acquisition threshold, the ordering activity contracting officer shall document the circumstances when restricting consideration.

(g) Orders exceeding the simplified acquisition threshold.

(1) For proposed orders exceeding the simplified acquisition threshold, the requiring activity shall assist the ordering activity contracting officer in the preparation of the justification. The justification shall cite that the acquisition is conducted under the authority of the Multiple Award Schedule Program (see [8.401](#)).

(2) As a minimum, each justification shall include the following information:

(i) Identification of the agency and the contracting activity, and specific identification of the document as a “Limited Source Justification.”

(ii) Nature and/or description of the action being approved.

(iii) A description of the supplies or services required to meet the agency’s needs (including the estimated value).

(iv) Identification of the justification rationale (see [8.405-6\(a\) and \(b\)](#)) and, if applicable, a demonstration of the proposed contractor’s unique qualifications to provide the required supply or service.

(v) A determination by the ordering activity contracting officer that the order represents the best value consistent with [8.404\(d\)](#).

(vi) A description of the market research conducted among schedule holders and the results or a statement of the reason market research was not conducted.

(vii) Any other facts supporting the justification.

(viii) A statement of the actions, if any, the agency may take to remove or overcome any barriers that led to the restricted consideration before any subsequent acquisition for the supplies or services is made.

(ix) The ordering activity contracting officer’s certification that the justification is accurate and complete to the best of the contracting officer’s knowledge and belief.

(x) Evidence that any supporting data that is the responsibility of technical or requirements personnel (*e.g.*, verifying the Government’s minimum needs or requirements or other rationale for limited sources) and which form a basis for the justification have been certified as complete and accurate by the technical or requirements personnel.

(h) Justification approvals.

(1) For proposed orders exceeding the simplified acquisition threshold, but not exceeding \$550,000, the ordering activity contracting officer’s certification that the justification is accurate and complete to the best of the ordering activity contracting officer’s knowledge



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and belief will serve as approval, unless a higher approval level is established in accordance with agency procedures.

(2) For a proposed order exceeding \$550,000, but not exceeding \$11.5 million, the justification must be approved by the competition advocate of the activity placing the order, or by an official named in paragraph (h)(3) or (h)(4) of this subsection. This authority is not delegable.

(3) For a proposed order exceeding \$11.5 million, but not exceeding \$57 million (or, for DoD, NASA, and the Coast Guard, not exceeding \$78.5 million), the justification must be approved by—

(i) The head of the procuring activity placing the order;

(ii) A designee who—

(A) If a member of the armed forces, is a general or flag officer;

(B) If a civilian, is serving in a position in a grade above GS-15 under the General Schedule (or in a comparable or higher position under another schedule); or

(iii) An official named in paragraph (h)(4) of this subsection.

(4) For a proposed order exceeding \$57 million (or, for DoD, NASA, and the Coast Guard, over \$78.5 million), the justification must be approved by the senior procurement executive of the agency placing the order. This authority is not delegable, except in the case of the Under Secretary of Defense for Acquisition, Technology, and Logistics, acting as the senior procurement executive for the Department of Defense.



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22 May 2008

Limited Source Justification Example

Upon the basis of the following justification, I, as the Contracting Officer, hereby approve issuance of the contractual action described herein based upon the statutory exception(s) to the fair opportunity process pursuant to the authority of the Multiple Award Schedule (MAS) Program (Title [40 USC 501](#), Services for Executive Agencies) and in accordance with Federal Acquisition Regulation (FAR) Subpart 8.4 Federal Supply Schedules (FSS), [FAR 8.405-6](#) Limited Sources Justification and Approval, [FAR 16.505\(b\)\(2\)\(i\) and \(ii\)](#), and the Department of Defense (DoD) FAR Supplement ([DFARS](#)) [208.405-70\(b\)\(2\)](#) and Procedures, Guidance and Information ([PGI](#)) [216.505-70\(1\)](#).

LIMITED SOURCE JUSTIFICATION

1. Identification of Agency and Contracting Activity

The Regional Contracting Office-Northeast (RCO-NE), located at 3250 Catlin Avenue in Quantico, Virginia will acquire the required services described herein on behalf of the National Museum of the Marine Corps (NMMC), Marine Corps University (MCU), under purchase request number (This number is your PR number, not the previous order number. Need to include PR number.)

2. Nature and/or Description of Action Being Approved

Exception to the fair opportunity process to procure and install additional High Density Mobile Screen Storage System (HDMSSS) to support the NMMC Art Collection located in Stafford, Virginia. The proposed contractual action entails negotiation and procurement of services on a Firm-Fixed-Price (FFP) basis via a limited source Delivery Order against Warner-Boyd & Associates, Inc.(GSA) FSS contract GS-28F-1004C. The services will be acquired via a new contract to add up (Need to be specific in your justification on what you are ordering. Rather than stating “up to”, you need to state the quantity of screens that you are ordering.) to an additional ten (10) mobile screens to store oversize fragile works of art.

3. Description of Supplies/Services

On 13 September 2008, the RCO-NE awarded FFP Delivery Order M00264-06-F-0231 with an effective date of 13 September on a competitive basis to Warner-Boyd & Associates on behalf of the NMMC. The aforementioned delivery order provided for the installation of a High Density Mobile Storage System using a modular deck system that involved zero modifications to the rented art storage space. Since the Art Collection is currently stored in a leased space, the Government had to have a system that could be used “as-is”, without having to modify the building to accept the units. Among the modifications the Contractor was not permitted to do to the space, was to drill through the concrete floor, mount anything to the cinder block walls, or cause any breach in the moisture barrier applied to the concrete floor. The Storage System provided by Warner-Boyd was a stand alone system that could be used “as-is” without building modifications.

The perimeter of the modular decking system is angled in a manner to minimize trip hazards, facilitate the use of wheeled art carts, and constructed with heavy duty and durable materials



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(e.g., stainless steel). The surface of the modular deck system is light grey with a slate blue outer surface and is rust and dust proof (e.g. industrial grade rubber or tile). Carpeting is not acceptable. The decking accommodates art carts, which may be loaded with up to 400 pounds of art and which ride on wheels or casters. There is also sufficient space all the way around the system to accommodate access and handling of the art and maintenance of the High Density Mobile Storage System.

The High Density Mobile Storage System incorporates a passive non-electric safety sweeps which provides for additional security and safety for curators working between open carriages. This is also required to prevent injury to hearing-challenged workers or visitors who may not be able to hear the carriages close.

The opening and closing mechanisms are of heavy duty steel and gear assisted. The current High Density Mobile Storage System incorporates steel locks at waist height and also at the carriage deck level. All locks are keyed the same.

The High Density Mobile Storage System incorporates undercarriage anti-tip technology to minimize danger to personnel and the art collection.

The system can be closed and locked to prevent access to the artwork, and serves as an additional level of security, which is especially important since the Art Collection is stored in a leased facility. When closed, the ends where art is stored should be covered with stainless steel diamond mesh so that the art is secure and that air is able to flow throughout the collection. The top of the closed system prevents and minimizes the potential water damage from the sprinkler system or sprinkler pipes that may leak in the future.

When the system is open, all of the carriages are mobile, can be independently locked, and there is sufficient track and decking length to accommodate two (2) eight (8) foot walkthroughs. This space is critical to enable more than one (1) curator to be able to work on separate projects at the same time.

The High Density Mobile Storage System included the following carriages and art screens. At a minimum, the carriages are constructed using LMT four (4) post heavy gauge steel, an industry standard. Carriage wheels are made of five (5) inch full rolling diameter heavy duty steel, with all wheel saddles matching up with the tracks. The outside wheels will be flanged for precise guidance and to help prevent tipping. The rolling mechanisms must be smooth enough to prevent friction, vibration, or jarring to the art while the carriages and screens are being moved.

(1) Eleven steel carriages measuring 20' wide x 4' deep, x 8' tall, with steel vertical dividers every four (4) feet and three (3) adjustable steel shelves between each set of vertical dividers. Each carriage should be accessible from either side.

(2) One (1) steel carriage measuring 20' wide x 6' deep, x 8' tall, with steel vertical dividers every four (4) feet and two (2) adjustable steel shelves between each set of vertical dividers.



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(3) Six (6) steel hanging carriages for fragile art measuring 20' wide x 8' tall, manufactured in a manner that allows canvases and frames to be hung on both sides, some of which weigh nearly 100 pounds each. Provide sufficient hooks or attachment devices to hang 20 paintings on each side of each carriage (20 x 2 sides x 6 carriages = 240 paintings).

(4) Heavy gauge steel rails flush mounted in the modular decking, complete with center carriage support.

4. Identification of Justification Rationale

This acquisition is conducted under the authority of the MAS Program as implemented by [FAR 8.404](#). The statutory exceptions to the fair opportunity process that apply to this section are [FAR 16.505\(b\)\(2\)\(iii\)](#). In accordance with (IAW) [FAR 16.505\(b\)\(2\)\(iii\)](#), the required storage system is a follow-on requirement for additional units to an existing systems that was competitively awarded.

The additional screens are needed to ensure works of art which are very fragile and oversize can be properly stored in the art storage facility located in Stafford, Virginia. This is a leased space and the High Density Mobile Storage System will need to be moved to the permanent home of the art collection after the building has been completed or if space is identified within the confines of Marine Corps Base (MCB), Quantico, VA, in which case the storage system will be moved. In any case the current system is set up not to damage or impact the space where the art collection is housed in accordance with terms of the lease.

The additional screens are required to complement and work with the current system. Using a different Contractor runs the risk of having a Mobile Screen Carriage system that does not fit or work with the current system. When the time comes to de-install, move and re-install the High Density Mobile Carriage system into new space utilizing two (2) Contractors will require the need to have two (2) separate Contractors move the system in order to maintain the integrity of both systems. This would run the risk of doubling the cost to move the system. There are also the problems that will occur if two (2) different Contractors have installed two (2) different systems that will not work together. The current High Density Mobile Storage System will not accommodate all of the oversize and fragile works in the collection, thus the requirement to install additional screens to accommodate the large size of these works. These works are also awkward, heavy and can be difficult to move. Screens provide surface area to work with the art and insure its safe care. The screens are also an important element in art storage to enable the staff to minimize damage to the art in their care and also themselves.

5. Determination of Fair and Reasonable Cost

Pursuant to [FAR 8.404\(d\)](#), by placing an order against a GSA FSS contract using the procedures in [FAR 8.405](#), the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative to meet the Government's needs. In addition, IAW [FAR 8.404\(d\)](#) GSA has already determined the prices of fixed-price products, and rates for services offered at hourly rates, under FSS contract to be fair and reasonable. The Contracting Officer will ensure that all pricing is at or below the established GSA pricing and may seek additional discounts before placing an order. Therefore, it is the Contracting Officer's



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determination that the anticipated cost to the Government will be fair and reasonable and that the order represents the best value.

6. Description of Market Research

No offer will be solicited from other sources for the reasons described herein. Notices required in [FAR Part 5](#) are not required for [FAR 8.4](#) procurements. Due to the unique and extensive experience by Warner-Boyd & Associates, Inc. with the conditions of installation and the requirement to match the existing system and not impact on the leased space, no other Contractor can reasonably complete the efforts required without extensive duplication of effort and unacceptable delays to the Government. As such, a formal market survey among schedule holders was not conducted; however, based on the on site visits from the original competitive procurement, the majority of the Contractors did not want the added expense and problems of conforming their systems to deal with the conditions of installation required. A review of the FSS contract number GS-28F-1004C was conducted, which identifies the competitive pricing of high density mobile storage systems.

7. Other Factors Supporting the Justification

Award to any other source would result in a substantial duplication of cost to the Government that is not expected to be recovered through competition, and unacceptable delays in fulfilling the agency's requirements. Since the screens must interface with the existing system, no other Contractor can be considered.

8. Actions Taken to Remove/Overcome Barriers to Meeting the Requirements of [FAR 8.405-2](#)

Since the Government already owns the high density mobile storage system and any components that are procured must be compatible with the existing system, there are no actions that can be taken to overcome the competitive barriers.

Technical and Requirements Certifications ([FAR 8.405-6\(e\)\(2\)\(x\)](#)):

I certify that the any supporting data, under my cognizance, which is included in this justification, and which form a basis for this justification, are complete and accurate.

Technical/Requirements Cognizance:

Typed Name and Title: Date _____

Approval

Contracting Officer Certification and Approval ([FAR 8.405-6\(e\)\(2\)\(ix\)](#) and [FAR 8.405-6\(f\)\(1\)](#)):

This justification is accurate and complete to the best of my knowledge and belief.

Contracting Officer: Date _____

Counsel: Date _____



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Exhibit 5-K: Generic Market Research Checklist

Note: First Check Mandatory Sources	Source 1:	Source 2:	Source 3:
Source Name			
Address			
POC (Name & position)			
Phone			
E-mail			
Item Description and Required Performance Capabilities			
Brand Name or Equal (This will require a J &A.)			
Floor plan design (required for complex procurements)			
Estimated Cost			
Warranty terms			
Annual Maintenance Cost			
Shipping			
Date Required			
Lead Time			
Equipment Integration required? Cost?			
Phone Hookup			
LAN Drops			



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Exhibit 5-L: Source Selection Plan for Supplies and Services PR > \$10 M

SOURCE SELECTION PLAN FOR THE

[insert Project Name and Solicitation Number]

HQMC, I&L (LB) _____ Date _____
[insert name, code, title]

**SSA/
Contracting Officer** _____ Date _____
[insert name, code, title]

Contract Specialist _____ Date _____
[insert name, code, title]

SSEB Chair _____ Date _____
[insert name, code, title]

Counsel _____ Date _____
[insert name, code, title]



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<i>(if applicable)</i>	



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SOURCE SELECTION PLAN FOR THE *[fill-in]* ACQUISITION

1. PURPOSE

This Source Selection Plan (SSP) provides the evaluation scenario for the selection of the offeror(s) whose proposal(s) represents the "Best Value" to the Government to provide _____ *[insert a short description of what will be procured]* _____ considering technical, cost, and other factors, consistent with the evaluation criteria specified in Section M of the Solicitation. This SSP provides guidance to the Source Selection Team members in the evaluation of offers submitted under this _____ *[insert type of acquisition; e.g., unrestricted, small business set aside, or competitive or noncompetitive 8(a)]* _____ acquisition.

The Source Selection Team consists of the Source Selection Authority (SSA) *[the Contracting Officer unless someone else is designated by ADC, I&L (Contracts) in writing per [MAPS 15.303\(a\)](#)]*, the Contracting Officer, the Source Selection Evaluation Board (SSEB), the Cost/Price Analysis Team (C/PAT), and the Past Performance Evaluation Team (PPET), with support from Counsel. The Source Selection Team's responsibilities take precedence over their normal duties. This should be made known to each Team member and his/her supervisor prior to their appointment.

2. ACQUISITION STRATEGY

An Acquisition Strategy (AS) was previously approved by ADC, I&L (Contracts) on _____ *[insert date]* _____ pursuant to the Department of Navy Management and Oversight Process For the Acquisition of Services (MOPAS 2) policy.

The objective of this acquisition is to procure _____ *[insert program description and what will be procured and include # of staff hours, type, and quantities of supplies or services to be delivered]* _____.

The evaluation of the _____ *[insert type of acquisition; e.g., full and open competitive, small business set-aside, competitive 8(a)]* _____ proposals submitted in response to the Request For Proposals (RFP) will be conducted on a Best Value basis, i.e., Cost/Technical tradeoff, as described in Attachments 2 through 4.

The Government contemplates award of _____ *[insert number of contemplated awards]* _____ *[insert contract type; e.g., Cost-Plus-Fixed Fee (CPFF), Fixed Priced Indefinite Delivery/Indefinite Quantity (IDIQ), Delivery Order (DO)]* _____ contract(s) with one base year period and _____ *[insert number of option years – contract periods exceeding 5 years total must be approved in the AS]* _____ option years. The solicitation will require Offeror's proposals to price Options which will be included in the overall evaluation of offers for award in accordance with [Federal Acquisition Regulation \(FAR\) Subpart 17.2](#).



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Special contract requirements, as defined in Section H of the solicitation are____*[insert summary of such requirements such as: Organizational Conflicts of Interest; Security considerations; Installation Security Access; Government Property; any incentives or award fee or award term provisions; key personnel requirements; Ombudsman for Multiple Award Contracts; Unique Item Identification or Radio Frequency Identification]*____. *[For incentive contracts, attach the award fee or award term plan to the SSP as well as the proposed corresponding contract clauses.]*

3. PROCUREMENT INTEGRITY

All personnel involved in the selection process are considered to be “Procurement Officials” and will be familiar with and comply with [FAR Part 3](#) and [Section 27](#) of the Office of Federal Procurement Policy Act ([41 U.S.C. 423](#)). The Contracting Officer and Counsel will brief the Source Selection Team on this area, the SSP contents, and procedures for conducting the source selection.

3.1 Statement of Non-Disclosure/OGE 450/Conflict Of Interest

All members of the Source Selection Team will complete a Non-Disclosure Agreement (Attachment 1), and provide it to the Contracting Officer before commencing their involvement. Participation in a Source Selection may also dictate the completion of an Office of Government Ethics (OGE) Form 450. The SSA or Contracting Officer will collect any Non-Disclosure Agreements, OGE 450s, and Conflict of Interest Certifications required.

3.2 Recusal

The Contracting Officer will review all Non-Disclosure Agreements and/or OGE 450 for possible conflicts of interest. If an actual or potential conflict of interest is found to exist, the Contracting Officer, after consulting with Counsel, will recuse the person from participation in the selection process.

4. SOURCE SELECTION ROLES AND RESPONSIBILITIES

In accordance with [FAR 15.002](#), the Source Selection process is intended to minimize the complexity of the solicitation, the evaluation, and the source selection decision, while maintaining a process designed to foster an impartial and comprehensive evaluation of offerors’ proposals, leading to selection of the proposal representing the best value to the Government.

4.1 Source Selection Organization

The organization for the Source Selection Team is as follows:

- (a) Source Selection Authority (SSA) – ____*[insert name, title]*____
- (b) Contracting Officer – ____*[insert name, title (if not also the SSA)]*____
Contract Specialist – ____*[insert name, title]*____



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(c) Source Selection Evaluation Board (SSEB): Chair: _____[insert name, code]_____

SSEB Members:

_____ [insert name, code] _____

(d) Cost/Price Analysis Team (C/PAT): Chair: _____[insert name, code]_____

C/PAT Members:

_____ [insert name, code] _____

_____ [insert name, code] _____

(e) Past Performance Evaluation Team (PPET): Chair: _____[insert name, code]_____

PPET Members:

_____ [insert name, code] _____

_____ [insert name, code] _____

4.2 Source Selection Team Responsibilities

4.2.1. Source Selection Authority (SSA)

The Contracting Officer or the Chief of the Contracting Office, as determined locally, shall serve as the SSA, unless an alternate individual is designated in writing by the ADC, I&L (Contracts). The SSA is responsible for making the source selection decision. The SSA will ensure that the entire source selection process is properly and efficiently conducted in accordance with this SSP and applicable regulations.

The SSA is also responsible for: ensuring that an evaluation group structure is established and properly employed; providing appropriate guidance and special instructions for the conduct of the evaluation and source selection process, as defined in Section L&M of the solicitation, Attachments (2) and (3); ensuring that conflicts of interest, the appearance of conflicts of interest, and the premature or unauthorized disclosure of source selection information are avoided; making the source selection decision after review and consideration of all information and data; ensuring that the final source selection decision and supporting rationale are adequately documented before contract award is announced; executing a document summarizing the rationale for the award decision (generally the Business Clearance Memorandum); and authorizing award of the contract(s).

4.2.2 Contracting Officer

The Contracting Officer is responsible for: preparing the Solicitation consistent with the SSP and applicable regulations, as well as any resulting contract award documents; ensuring the proper and effective conduct of the evaluation and selection process in accordance with this plan; determining the competitive range and conduct discussions, if required; and distributing proposals and any other necessary documentation to the Source Selection Team.



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The Contracting Officer will be the sole person through whom communications with Offerors are conducted (i.e., clarifications/discussions) and will decide whether, and under what circumstances, source selection material will be released. The Contract Specialist will assist the Contracting Officer in the performance of his/her duties.

4.2.3 Chairperson, Source Selection Evaluation Board (SSEB)

The Chairperson will participate in the evaluation and will convene, preside over, and ensure proper conduct of the SSEB. The Chairperson will ensure safekeeping of the proposals and working papers and will coordinate the preparation of a detailed technical SSEB report, which consolidates the independent proposal evaluations by all members of the SSEB.

SSEB Report: The SSEB report will summarize and rate each proposal for each evaluation factor and subfactor, discussing the strengths, weaknesses, deficiencies and risks in each proposal. The report will also state those areas in which a proposal fails to conform to RFP requirements, as well as whether additional information is required to resolve uncertainties or ambiguities in the proposal. In the event a proposal fails to conform to the RFP requirements, the report will also state whether, in the SSEB's opinion, the deficiencies can be corrected following discussions with a reasonable amount of effort, or whether the proposal would instead require major revisions to meet program requirements stated in the RFP. The report will be signed by all SSEB members. If the SSEB is unable to reach unanimous agreement on the content of the report, the SSEB Chairperson will forward minority reports prepared by the dissenting member(s) to the SSA.

4.2.4 Source Selection Evaluation Board (SSEB)

The SSEB will evaluate each non-cost/price portion of an Offeror's proposal and oral presentation (if required) in accordance with the SSP and Sections L and M of the RFP. The SSEB will provide a written narrative identifying proposal areas which are deficient or in need of clarification or substantiation and rate the proposals in accordance with the guidelines set forth herein. Proposals requirements are documented in Section L – Instructions to Offerors (Attachment 2). Evaluation criteria are documented in Section M – Evaluation Factors for Award (Attachment 3).

The SSEB will provide suggested topics for discussions, if discussions are held. The SSEB will provide such briefings and consultations concerning the evaluation as required by the SSA. The SSEB will not have access to cost information during their evaluation. The Contracting Officer, however, in consultation with the SSEB Chairperson may decide to make limited cost information available to corroborate certain information in either an Offeror's technical or cost proposal. The SSEB's evaluations and ratings are documented in the forms provided as Attachment 4.

4.2.5 Chairperson, Cost/Price Analysis Team (C/PAT)

The C/PAT Chairperson is responsible for ensuring the C/PAT performs its duties in accordance with the SSP and applicable regulations. The Chairperson will brief C/PAT members concerning the need to safeguard source selection information, convene the C/PAT and preside over C/PAT meetings, and act as the liaison between the C/PAT and the SSA. The Chairperson may also



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need to reconcile disagreements between C/PAT members and document the rationale for those differences if unresolved and coordinate the documentation and preservation of the findings of the C/PAT.

4.2.6 Cost/Price Analysis Team (C/PAT)

The C/PAT will review and evaluate each cost/price proposal against the requirements of the RFP; verify that the labor hours/labor mix offered in the technical proposal are the same as those offered in the cost/price proposal, and analyze any inconsistencies; verify that the proposed cost/prices are realistic and reasonable utilizing the Defense Contract Management Agency (DCMA) and Defense Contract Audit Agency (DCAA) services as necessary; verify that the costs for all cost elements (e.g., direct labor, other direct costs, indirect costs) are reasonable and realistic for the work to be performed; provide recommended questions, statements, or topics for discussion based on the results of the cost evaluation; and provide briefings, consultations, and analysis results concerning the cost/price analysis.

C/PAT Report: The C/PAT's initial evaluation is documented in a written summary report, of which a sample spreadsheet is provided in Attachment 5. The C/PAT's final written report will be summarized in a Business Clearance Memorandum (BCM) for the SSA that reflects the initial offers received as well as the methods and results of the C/PAT's cost/price evaluation and will include a recommended total evaluated cost/price for each Offeror if performing cost analysis and/or cost realism. The analysis of each offer captured in Attachment 5 will be appended to the BCM.

4.2.7 Chairperson, Past Performance Evaluation Team (PPET)

The PPET Chairperson is responsible for ensuring that the PPET performs its duties in accordance with the SSP. The Chairperson will brief PPET members concerning the need to safeguard source selection information and will convene the PPET and preside over PPET meetings. The Chairperson will act as the liaison between the PPET and the SSA; reconcile disagreements between PPET members and document the rationale for those differences, if unresolved; and coordinate the documentation and preservation of the findings of the PPET, and provide a written report to the SSA that summarizes the methods and results of the PPET's past performance evaluation.

4.2.8 Past Performance Evaluation Team (PPET)

The PPET will perform past performance evaluations on all offers received, in accordance with the SSP. Past performance evaluations will include, but are not limited to, Past Performance Information Retrieval System (PPIRS) assessment retrieval and information obtained via Past Performance Questionnaires (Attachment 6 provides a template).

PPET Report: The PPET will prepare the PPET report (a sample is provided as Attachment 7). The PPET report will be summarized in the BCM provided to the SSA and address the methods and results of the past performance evaluation for each Offeror. Attachment 7 will also be appended to the BCM.



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4.2.9 Counsel

A member of local Field Counsel will be appointed to the SSEB, C/PAT, and PPET as a non-voting member. Counsel will assist in the preparation of the RFP (specifically Sections L and M) and SSP; provide background and opinions on the legal aspects of the source selection process to the SSA, SSEB, C/PAT, and PPET; review the SSEB, C/PAT, and PPET reports for legal sufficiency; and review the proposed contract(s) for form and legality prior to award.

5. NON-GOVERNMENT PERSONNEL

5.1 Prohibitions

Non-government advisors are prohibited from proposal rating, ranking, or recommending the selection of a source as a participating voting member on a SSEB as this is an inherently Government function ([FAR 7.503](#)). Approval for use of Contractor personnel as evaluators requires an approved written determination in accordance with [FAR 37.204](#) and [NMCARS 5237.204](#) (see [D&F Template to Use Contractors as Evaluators](#)). Also, advisors are normally not allowed to participate in oral presentations or discussions, but may attend if the need and justification for such advisor's participation is addressed and approved in the AS and SSP. Any support Contractor approved to participate in the Evaluation process is required to complete a Non-Disclosure Agreement prior to participation. Non-Government advisors are normally not allowed to participate in Government decision-making meetings unless invited by the chairperson(s) to be present during a particular portion of the meeting when they may be called upon to provide specific technical information.

5.2 Organizational Conflict of Interest (OCI)

OCI clauses are included in contracts when non-Governmental technical advisors have been approved in accordance with the above paragraph to provide support to this source selection. The OCI clauses require the companies and individual non-Government advisors to protect Offeror proprietary data and Government source selection information and prohibit the companies from otherwise participating as an Offeror, a subcontractor, or as a consultant to an Offeror/subcontractor in relation to this acquisition.

5.3 Notification to Offerors

Provisions will be included in the RFP to provide notice to prospective Offerors that contractor personnel will be used and the manner in which they will be used, and provide the Offeror an opportunity to object to the release of proposal information.

6. RULES OF CONDUCT

All source selection participants will adhere to the following rules of conduct:

- (a) Do not discuss proposals, findings, recommendations, etc., outside working places or within hearing range of individuals not participating in the source selection. This is especially



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true when in lunchrooms, at public gatherings, in restrooms, on public conveyances, or among personal friends or colleagues who are not participants.

(b) Do not assume it is safe to discuss the source selection because you are among Government employees or in Government buildings.

(c) Do not accept an invitation from an Offeror or Offeror's personnel to participate in any event/function, regardless of how remote it may be from the source selection process, without consulting and obtaining the approval of Counsel. Standards of conduct/conflict of interest questions should be referred to Counsel as soon as they arise.

(d) Do not discuss any part of the source selection with anyone who is not a member of the Source Selection Team, even after announcement of a winning Contractor. This rule is applied regardless of the rank or position of the inquirer, except with written permission of the SSA and Contracting Officer.

(e) Do not discuss the procurement with any person who is not part of the Source Selection Team. Do not confirm your participation in the evaluation, the number or identities of evaluators, the number or identities of Offerors, or any other information related to the procurement, no matter how innocuous or trivial it may seem. Any contact from persons not involved in the source selection process should be reported immediately to the SSA and the Contracting Officer.

(f) Do not engage in prohibited conduct (e.g., knowingly furnishing source selection information, revealing an Offeror's price without that Offeror's permission, revealing an Offeror's technical solution, and revealing the source(s) of past performance information). (See [FAR 15.306\(e\)](#).)

7. SECURITY OF PROPOSALS AND SOURCE SELECTION INFORMATION

The sensitivity of competitive source selection information dictates absolute security throughout the entire proceedings, including the actions of all personnel associated with the evaluation and administration of proposals, the deliberations of the various boards, and presentations to higher authority. Unauthorized disclosure of source selection information is against the law and can be damaging to the Marine Corps' interests, both in terms of (1) criticism resulting from failure to conduct business affairs properly and (2) the loss of the competitive environment essential to the source selection process. Accordingly, Source Selection Team members will take appropriate steps to ensure that proposals and other source selection information are adequately safeguarded.

To properly safeguard source selection information and protect it from unauthorized disclosure, these procedures will be followed (see [FAR 3.104-4](#)):



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- (a) The workspaces used for the evaluation will be secured in terms of privacy and controlled access.
- (b) All evaluation reports will be labeled “**Source Selection Information – See [FAR 2.101](#) and [FAR 3.104](#).**”
- (c) Prior to award, all working papers/rough drafts not required for retention in the official contract file will be shredded or placed in a burn bag for immediate destruction.
- (d) All field pricing information and other reports will be safeguarded.
- (e) All documentation within the work area will be secured at all times that it is not under the direct control of authorized persons.
- (f) The use of e-mail to send/receive any source selection sensitive information is discouraged to preclude accidental release.

Note: If at any time during the source selection an evaluator becomes aware that there has been an unauthorized release of source selection sensitive information, that evaluator should IMMEDIATELY inform the relevant Chair of his/her evaluation board, the Contracting Officer, and assigned Counsel.

8. SOURCE SELECTION/EVALUATION PROCESS

The SSEB will evaluate proposals in accordance with the factors stated in Section M of the RFP, and will award to the responsible Offeror(s) whose proposal represents the “Best Value” to the Government.

To evaluate Cost/Technical, proposals will be evaluated using a _____[*insert either “Cost/Technical Tradeoff” or “Lowest Price Technically Acceptable”*]_____process. This process is appropriate because_____ [*insert rationale based on requirement. For example, Cost/Technical Tradeoff is most often used when the requirement is not clearly defined or if there is a higher degree of performance risk, or when it is in the Government’s best interest to consider award to other than the lowest priced offeror or other than the highest technically rated offeror. Source selection based on Lowest Price Technically Acceptable is most often used when the requirement is clearly defined, and the risk of unsuccessful contract performance is minimal*]._____. [*For Cost/Technical Tradeoff state whether all evaluation factors other than cost or price, when combined, are significantly more important than, approximately equal to, or significantly less important than cost or price.*]

8.1 Evaluation of Non-Cost/Price Factors

In evaluating the technical portion of the proposals, the SSEB will evaluate the following technical factors and subfactors, as described in Section M of the RFP_____ [*List factors and subfactors; e.g. for Cost/Technical Tradeoff - Technical Approach/Methodology: Quality of*



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Proposed Solution, Quality of Proposed Performance Measures, Relevant Experience, Approach to Implementation; Personnel Qualifications: Key Personnel, Subcontractors; Management Plan: Management, Initial Staffing and Vacancy Filling, Phase-in Transition Plan, and Subcontracting Plan. Also address relative importance of each factor/subfactor, i.e., whether of equal importance or weighted.] _____.

[Per [DFARS 215.304](#), when using [Cost/Technical Tradeoff](#) and using [FAR Clause 52.219-9, Small Business Subcontracting Plan](#), the extent of small business performance of the contract shall be addressed during source selection. Sample evaluation factor examples are shown at [PGI 215.304\(c\)\(i\)A](#).]

[For a Lowest Price Technically Acceptable evaluation where tradeoffs are not permitted, briefly summarize evaluation factor/subfactors that establish the requirements of acceptability.]

Section M provides greater detail and addresses each of the above factors and subfactors and the specific criteria that will be evaluated under each. Attachment 4 provides templates to assist the SSEB in evaluating these factors and subfactors.

8.1.1 Strengths/Weaknesses/Deficiencies

[Not applicable for Lowest Price Technically Acceptable.]

In evaluating the technical factors and subfactors as described above, the SSEB will fully evaluate and document strengths, weaknesses, deficiencies, and potential discussion questions for each Offeror's proposal.

8.1.2 Adjectival Ratings for Technical Factors

[Not applicable for Lowest Price Technically Acceptable.]

Based on the strengths, weaknesses, significant weaknesses, and deficiencies noted above, the SSEB will assign each technical factor/subfactor an adjectival rating using the following adjectival rating scale:

EXCELLENT	Excellent in all respects; offers one or more significant advantages not offset by disadvantages; significantly exceeded performance or capability standards; performance areas assessed had very few minor issues or concerns; very good probability of success with overall very low degree of risk in meeting the Government's requirements.
VERY GOOD	High quality in most respects; offers one or more advantages not offset by disadvantages; exceeded some performance or capability standards; the performance areas assessed had few minor issues or concerns; good probability of success with overall low degree of risk in meeting the Government's requirements.
GOOD	Adequate quality; demonstrates good understanding of requirements and approach that meets performance or capability standards; performance areas assessed contain minor issues or concerns; moderate degree of risk in meeting the Government's requirements.
MARGINAL	Overall quality cannot be determined due to errors, omissions or deficiencies; only marginally meets performance or capability standards necessary for minimal performance; high degree of risk in successfully meeting the Government's requirements.
UNSATISFACTORY	Proposal contains major errors, omissions or deficiencies; fails to meet performance or capability standards; an unacceptably high degree of risk in meeting the Government's requirements.



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8.2 Mandatory Requirements *[omit this item if there are no minimum standards that must be met]*

The following are Mandatory Proposal Requirements as stated in Section M of the RFP_____*[List any Mandatory Requirements or delete this section]*_____. The SSEB will assign either a “Pass” or “Fail” rating when evaluating whether the Offeror has proposed to satisfy these specific mandatory requirements. Attachment 4-1 provides a template for evaluation of these requirements. *[Most often used for Lowest Priced Technically Acceptable evaluations. If you have no mandatory requirements that must be met, e.g., specific licenses or certifications required, then delete this paragraph.]*

8.3 Past Performance Evaluation

The PPET will conduct a structured past performance evaluation that examines an Offeror’s relevant present and past performance record to determine the performance risk associated with each proposal and the degree of confidence for successful performance based on the Offeror’s demonstrated record of performance on similar contracts. The following factors will be evaluated_____*[insert factors and subfactors (if applicable); e.g., Quality of Performance, Schedule Performance, Management Performance, Cost Control, etc. Indicate whether subcontractor and/or team members or key personnel past performance will also be evaluated.]*_____. The past performance evaluation will consider strengths, weaknesses, major weaknesses, deficiencies, and the overall performance record of each Offeror. Offerors’ past performance will be rated using the evaluation rating scale shown below. Potential sources of performance data are Government sources such as_____*[insert data sources; e.g., CPARS, PPIRS, etc. Per NMCARS 5215.305, PPIRS shall be used to evaluate Past Performance]*_____ and/or non-Government sources, such as_____*[insert additional sources if applicable and process by with the data will be collected; e.g, Offeror references submitted in accordance with Section L of the RFP or responses to surveys]*_____.

EXCEPTIONAL	Performance <u>EXCEEDED MOST</u> contractual requirements to the Government’s benefit. The performance of areas being assessed was accomplished with few minor issues or concerns.
VERY GOOD	Performance <u>EXCEEDED SOME</u> contractual requirements to the Government’s benefit. The performance of areas being assessed was accomplished with few minor issues or concerns, for which the Contractor’s corrective actions were highly effective.
SATISFACTORY	Performance <u>MET</u> contractual requirements. The performance of the areas being assessed contains minor issues or concerns, for which corrective actions taken by the Contractor were effective.
MARGINAL	Performance <u>MET SOME</u> contractual requirements. The performance of the areas being assessed includes significant problems, issues, or concerns for which corrective actions taken by the Contractor were only somewhat effective.
UNSATISFACTORY	Performance <u>DID NOT MEET</u> contractual requirement. The performance of the areas being assessed includes serious problems, issues, or concerns for which the Contractor’s corrective actions were ineffective.
NOT APPLICABLE (N/A)	Performance information is not recent or relevant as defined in the Solicitation. This is neither a negative nor positive assessment.



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8.4 Cost/Price Analysis

In evaluating the cost/price portion of the proposals, the C/PAT will evaluate the Offeror's proposed price/costs for completeness, reasonableness, and realism. Attachment 5 provides an Excel spreadsheet that lays out a standard recommended cost evaluation format. *[Regardless of dollar value, contract type, etc, the sample format can be prepared for all negotiated proposed actions.]*

8.4.1 Completeness Factor

The Government will evaluate the cost proposal for completeness by assessing the responsiveness of the Offeror in providing requested cost data for all RFP requirements and items in the PWS, and assessing their traceability to each cost element.

8.4.2 Reasonableness Factor

The Government will evaluate how well the Offeror's proposal supports elements of cost, work hours, loading factors and rates over the contract life. Proposed rates and factors will be verified with the Defense Contract Audit Agency (DCAA) via rate check or formal audit, as appropriate.

8.4.3 Realism Factor

In accordance with FAR 15.404-1(d), the Government will perform a cost realism analysis by independently reviewing and estimating the specific elements of each Offeror's proposed cost estimate to determine whether the estimated proposed costs elements are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the unique methods of performance described in the Offeror's technical proposals. A cost realism analysis will be used to determine the probable cost of performance for each Offeror. The probable cost will be determined by adjusting each Offeror's proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis.

8.5 Factor Ranking-Technical and Non-Cost/Price Factors

In evaluating offers _____ *[rank factors in order of importance; eg., each sub-factor will be equally important among the other sub-factors within the corresponding factor. Each technical factor will be equally important among the other technical factors. Each past performance factor will be equally important among the other past performance factors. The overall technical factor will be considered equally important to the overall past performance factor.]*

The Offerors will receive one summary rating value for the non-cost proposals (Technical and Past Performance). All non-cost evaluation factors (these include all the Technical and Past Performance factors) when combined *are [select significantly more important than cost or price, equal to cost or price, or less important than cost or price].*



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9.0 SCHEDULE OF SIGNFICANT EVENTS

Award Without Discussions

Milestone	Date
Synopsis Released	___ [fill-in] ___
Acquisition Plan Approved	___ [fill-in] ___
Source Selection Plan Approved	___ [fill-in] ___
RFP Issued	___ [fill-in] ___
Proposals Received	___ [fill-in] ___
Source Selection Kickoff Meeting Held	___ [fill-in] ___
Initial SSEB Report	___ [fill-in] ___
Initial C/PAT Report	___ [fill-in] ___
Initial PPET Report	___ [fill-in] ___
Initial SSEB Briefing/Cost/Technical Recommendation to SSA	___ [fill-in] ___
Initial C/PAT Briefing/Cost/Technical Recommendation to SSA	___ [fill-in] ___
Initial PPET Briefing/Cost/Technical Recommendation to SSA	___ [fill-in] ___
Pre/Postnegotiation BCM Completed	___ [fill-in] ___
Source Selection Decision	___ [fill-in] ___
Contract Award	___ [fill-in] ___

Award With Discussions (see above for Milestones prior to SSEB Report)

Milestone	Date
Initial SSEB Report	___ [fill-in] ___
Initial C/PAT Report	___ [fill-in] ___
Initial PPET Report	___ [fill-in] ___
Competitive Range Determination	___ [fill-in] ___
Prenegotiation BCM Completed/ Commence Discussions	___ [fill-in] ___
Face-to-Face Discussions Complete	___ [fill-in] ___
Request for Final Proposal Revisions Issued	___ [fill-in] ___
Final Proposal Revisions Received	___ [fill-in] ___
Final SSEB Report	___ [fill-in] ___
Final C/PAT Report	___ [fill-in] ___
Final PPET Report	___ [fill-in] ___
Postnegotiation BCM Completed	___ [fill-in] ___
Source Selection Decision	___ [fill-in] ___
Contract Award	___ [fill-in] ___



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ATTACHMENT 1: NON-DISCLOSURE AGREEMENT

I understand that in connection with my participation in __[fill-in]__ acquisition, I may acquire or have access to information relating to any aspect of that acquisition. I hereby agree that I will not discuss with or reveal to any representative of any governmental entity, business organization, other entity, or any individual person (except persons specifically authorized by the Contracting Officer), either within or outside the U.S. Government, any aspect of the __[fill-in]__ acquisition. The term “any aspect of the __[fill-in]__ acquisition” includes, but is not limited to, information contained (or to be contained) in any acquisition documentation created by the United States Marine Corps pursuant to [FAR Subpart 7.1](#), DoD Directive 5000.1, DoD Instruction 5000.2, DoD Regulation 5000.2-R, or SECNAVINST 5000.2B, requests for quotations/proposals, source selection information (as that term is defined in [FAR § 2.101](#)), trade secrets and other proprietary information ([18 U.S.C. §§ 1832, 1905](#)), the number and identity of Government personnel involved, and the schedule of key technical and acquisition events in the acquisition process. Except as specifically authorized by the Contracting Officer, release of such information is not authorized. I agree that this obligation shall continue both during the period of my current participation and thereafter.

I recognize that a significant factor in the successful and proper completion of the __[fill-in]__ acquisition is the strict confidentiality observed by all participants in the various evaluation, review, and discussion groups concerning all of the activities and procedures involved in acquisition development, and that failure to comply with these requirements may compromise the award decision. I acknowledge that the unauthorized release of acquisition information may result in the termination of my participation in this acquisition. Furthermore, I am aware that the unauthorized release of such information may subject me to criminal and civil penalties and adverse personnel actions.

In the event that I release any information described above or become aware that someone else has released such information, I agree to so advise the Contracting Officer. When advising the Contracting Officer, I will provide him/her with the following information: (1) the business organization or other entity, or individual person, to whom the information in question was divulged, (2) the identity of the person that disclosed the information, and (3) the content of the information.

I further affirm that if I am notified of the identity of Offerors, their subcontractors, joint venture partners, and team members by whatever means, I will (1) disclose to the Contracting Officer and to HQMC Office of Counsel whether I or any member of my immediate family* have any holdings or interest whatsoever in any Offeror, their subcontractors, joint venture partners, or team members, and (2) if I or a member of my immediate family* acquire holdings or interest in any Offeror, their subcontractors, joint venture partners, or team members, notify the Contracting Officer and will not participate in any aspect of the __[fill-in]__ acquisition unless authorized to do so by the Contracting Officer and HQMC Office of Counsel. If I am an HQMC employee and have been required by the Contracting Officer to complete the OGE Form 450 or SF 278, a copy of my most recent OGE Form 450 or SF 278 is on file or is to be submitted prior to my participation in the __[fill-in]__ acquisition.



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Signature and Date

Organization and Department/Office Code

Printed Name

Phone Number

* The interest of a spouse, minor child, or other member of the employee's immediate household is reported in the same manner as an interest of the employee.



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ATTACHMENT 2: SECTION L – INSTRUCTIONS TO OFFERORS

_____*[insert Section L of RFP]*_____



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ATTACHMENT 3: SECTION M – EVALUATION FACTORS FOR AWARD

_____ [*insert Section M of RFP*] _____



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ATTACHMENT 4: EVALUATION FORMS

These are located on the following pages.



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ATTACHMENT 4-1: MANDATORY REQUIREMENTS CHECKLIST

MANDATORY REQUIREMENTS CHECKLIST

MANDATORY REQUIREMENTS	Pass/Fail Ratings
_____ [fill-in] _____	
_____ [fill-in] _____	
_____ [fill-in] _____	



ATTACHMENT 4-2: SSEB INDIVIDUAL SUBFACTOR EVALUATION SHEET

SSEB INDIVIDUAL SUBFACTOR EVALUATION SHEET

EVALUATOR: _____

OFFEROR: _____

FACTOR: _____

SUBFACTOR: _____

RATING: _____

STRENGTHS:
WEAKNESSES:
DEFICIENCIES:
PROPOSED DISCUSSION QUESTIONS:



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ATTACHMENT 4-3: SSEB INDIVIDUAL FACTOR SUMMATION REPORT

SSEB INDIVIDUAL FACTOR SUMMATION REPORT

OFFEROR _____

EVALUATOR _____

FACTOR _____ [fill-in] _____

RATING _____ [fill-in] _____

STRENGTHS:
WEAKNESSES:
DEFICIENCIES:
PROPOSED DISCUSSION QUESTIONS:

RATINGS (see Attachment 4-4)



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ATTACHMENT 4-4: SSEB INDIVIDUAL EVALUATOR RATING SHEET

SSEB INDIVIDUAL EVALUATOR RATING SHEET

	Factor/Subfactor Ratings
TECHNICAL:	
FACTOR 1 - ____ [fill-in] ____:	
FACTOR 2 - ____ [fill-in] ____:	
____ [fill-in] ____ SUBFACTOR	
____ [fill-in] ____	
____ [fill-in] ____ SUBFACTOR	
____ [fill-in] ____	
____ [fill-in] ____ SUBFACTOR	
____ [fill-in] ____	
FACTOR 3 – ____ [fill-in] ____:	
____ [fill-in] ____ SUBFACTOR	
____ [fill-in] ____	
____ [fill-in] ____	
____ [fill-in] ____ SUBFACTOR	
____ [fill-in] ____	
____ [fill-in] ____	
____ [fill-in] ____ SUBFACTOR	
OVERALL RATING	



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ATTACHMENT 4-5: SSEB SUMMARY EVALUATION RATING SHEETS

SSEB SUMMARY EVALUATION RATING SHEETS

OFFEROR _____ DATE _____

Evaluator Name: _____ Consensus

TECHNICAL: _____

FACTOR 1 - _____
_____ [fill-in] _____:

FACTOR 2 - _____
_____ [fill-in] _____:

_____ [fill-in] _____
SUBFACTOR

FACTOR 3 - _____
_____ [fill-in] _____:

_____ [fill-in] _____
SUBFACTOR

_____ [fill-in] _____
SUBFACTOR

_____ [fill-in] _____
SUBFACTOR

_____ [fill-in] _____
SUBFACTOR



ATTACHMENT 4-6: SSEB COMPOSITE OFFERORS TECHNICAL RATING REPORT

SSEB COMPOSITE OFFERORS TECHNICAL RATING REPORT

	OFFEROR	OFFEROR	OFFEROR
	_____	_____	_____
<u>TECHNICAL:</u>	_____	_____	_____
FACTOR 1 – _____ [fill-in] _____ :	_____	_____	_____
FACTOR 2 - _____ [fill-in] _____ :	_____	_____	_____
_____ [fill-in] _____ SUBFACTOR	_____	_____	_____
_____ [fill-in] _____ SUBFACTOR	_____	_____	_____
_____ [fill-in] _____ SUBFACTOR	_____	_____	_____
_____ [fill-in] _____ SUBFACTOR	_____	_____	_____
_____ [fill-in] _____ SUBFACTOR	_____	_____	_____
FACTOR 3 – _____ [fill-in] _____ :	_____	_____	_____
_____ [fill-in] _____ SUBFACTOR	_____	_____	_____
_____ [fill-in] _____ SUBFACTOR	_____	_____	_____
_____ [fill-in] _____ SUBFACTOR	_____	_____	_____
_____ [fill-in] _____ SUBFACTOR	_____	_____	_____
TOTAL OVERALL RATING	_____	_____	_____

SUBMITTED BY: _____



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ATTACHMENT 5: C/PAT SAMPLE EVALUATION FORMAT

Note: Below example is fictitious and is provided for informational purposes only.											
Contractor		XYZ Corporation									
Solicitation #											
Contract Type (CPFF, etc.)		CPFF				Escalation Used:		4.50%			
Direct Labor											
Contractor Facility		Contractor Fiscal Year (FY) 1*				Contractor Fiscal Year (FY) 2*				Grand Total	
Category	Abbr.	Hours	Rate	Total	Hours	Rate	Total	Hours	Avg. Rate	Total	
Staff Engineer, Jr.	BD01	3,383	\$25.38	\$85,861	3,383	\$26.52	\$89,717	6,766	\$25.95	\$175,578	
Staff Engineer, Mid.											
Staff Engineer, Sr.		1,416	37.92	53,695	1,416	39.63	56,116	2,832	38.78	109,811	
Principal Engineer	BD02										
Adv Engineer	BD04										
Lit Prod	BD12										
Sec. Specialist	BD18										
Technical Writer, Jr.											
Labor Contractor Facility		4,799	\$29.08	\$139,556	4,799	\$30.39	\$145,833	9,598	\$29.73	\$285,389	
Fringe Benefits Contractor Facility			38.40%	53,590			56,000			109,590	
Subtotal Labor & Fringe Contractor Fa		4,799	\$40.25	\$193,146	4,799	\$42.06	\$201,833	9,598	\$41.15	\$394,979	
Government or Other Facility											
Engineer, Jr.	XD01	1,586	\$25.38	\$40,253	1,586	\$26.52	\$42,061	3,172	\$25.95	\$82,314	
Engineer, Mid.	XD02										
Engineer, Sr.	XD03										
Engineer, Adv.	XD04										
Engineer, Adv.	XD05	1,416	37.92	53,695	1,416	39.63	56,116	2,832	38.78	109,811	
Technical Writer, Jr.											
Labor Other Facility		3,002	\$31.30	\$93,948	3,002	\$32.70	\$98,177	6,004	\$32.00	\$192,125	
Fringe Benefits Other Facility			38.40%	36,076			37,700			73,776	
Subtotal Labor & Fringe Other Facility		3,002	\$43.31	\$130,024	3,002	\$45.26	\$135,877	6,004	\$44.29	\$265,901	
Subtotal Direct Labor		7,801	\$41.43	\$323,170	7,801	\$43.29	\$337,710	15,602	\$42.36	\$660,880	
Overhead											
Overhead Contractor Facility			92.31%	\$178,293			\$186,312			\$364,605	
Overhead Other Facility			43.80%	56,951			59,514			116,465	
Subtotal Overhead				\$235,244			\$245,826			\$481,070	
Subtotal Labor, Fringe and Overhead		7,801	\$71.58	\$558,414	7,801	\$74.80	\$583,536	15,602	\$73.19	\$1,141,950	
Travel											
				\$55,841			\$60,986			\$116,827	
Other Direct Costs (ODCs)											
ODCs				\$5,584			\$6,099			\$11,683	
Materials				5,584			6,099			11,683	
puter Center Costs (DL+FB)			1.50%	8,376			8,753			17,129	
Subcontractors				75,000			85,000			160,000	
Consultants				25,000			35,000			60,000	
Total Other Direct Costs				\$119,544	303366		\$140,951			\$260,495	
Subtotal Costs				\$733,799	28988	0	\$785,473			\$1,519,272	
Material Handling (MH)											
			1.85%	207	8180		226			433	
(Applied to ODCs/Materials)											
General & Administrative (G&A)											
			17.85%	129,027	340534		138,070			267,097	
(Applied to Total Labor, Travel, Computer Center, Subs, Consultants and MH costs)											
B&P/IR&D Expense (See 48 CFR 9904.420)m as applicable											
(Normally not available except as an inherent part of G&A until the completion of contractor's fiscal year.)											
Total Cost				\$863,033	0		\$923,769			\$1,786,802	
Fee/Profit			7.00%	60,412			64,664			125,076	
Total Cost plus Fee/Profit				\$923,445	361770		\$988,433			\$1,911,878	
Facilities Capital Cost of Money (FCCM)											
Labor, Overhead & Fringe Benefits			0.00740	4,132			4,318			8,450	
G&A Base			0.00021	154			165			319	
FCCM Total				\$4,286			\$4,483			\$8,769	
GRAND TOTAL				\$927,731	7,801	\$127.28	\$992,916	15,602	\$123.10	\$1,920,647	
NOTES:											
1. If rates change more frequently than annually, provide above information for all contractor periods.											
2. Complete Fringe Benefits field only if your company segregates these costs, otherwise delete field.											
3. Complete Material Handling field only if your company segregates these costs, otherwise delete field.											
4. Complete Facilities Capital Cost of Money (FCCM) fields only if your company accumulates these costs, otherwise delete field.											



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Note: ATTACHMENT 5: C/PAT SAMPLE EVALUATION FORMAT

The Format may be accessed by visiting the [USMC CMPG BCM Module 6.3](#). Online users can also click the Microsoft Excel link below to access the attachment.

http://hqinet001.hqmc.usmc.mil/i&L/v2/CMPG/usmc_cmpg/files/excel/Sample-Proposal-Evaluation-Format.xls



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ATTACHMENT 6: PAST PERFORMANCE QUESTIONNAIRE TEMPLATE

PAST PERFORMANCE QUESTIONNAIRE TEMPLATE

Instructions:

- *Sections I through III to be completed by the Offeror/Major Subcontractor and provided to the assessor (Government personnel who had experience with the Offeror/Major Subcontractor on a previous relevant contract). The assessor, in turn, to verify Sections I through III, complete the questionnaire, and submit to the Contracting Office. The Offeror should also submit with its proposal (by the closing date of the Solicitation) copies of Sections I and II of all questionnaires as provided to assessors.*
- *Section II to be validated by the assessor. If any information is incorrect herein, please annotate and provide the correct information accordingly.*
- *Sections III through VII to be completed in their entirety by the assessor.*

Message to the assessor: Your assistance is requested by the USMC to assist with establishing the performance history for the Contractor named below. In efforts to expedite receipt of the requested information, the Contracting Office respectfully requests that you do not mail hard copies. Instead, please e-mail the completed questionnaire(s) to: name@usmc.mil or fax to XXX-XXX-XXXX.

I. Solicitation Data (for the proposed effort)

Solicitation Number	XXXXXX-XX-R-XXXX
Project/Requirement	Enter Project Name/Requirement Title
Customer/Agency	Enter Project Office
Project/Requirement Description	Enter succinct Project/Requirement Description



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II. Current or Historical Contract Information

Assessor: The performance data submitted by the Offeror is correct or incorrect.

CONTRACTOR NAME & ADDRESS:	Contract No				
	Type of Contract				
			Initial	Final	
	Contract Value				
	Period of Performance/Delivery Schedule				
	Project/Requirement Description				
	Please select from the following as it applies to this contract:				
	Contracting Role	<input type="checkbox"/> PRIME	<input type="checkbox"/> SUBCONTRACTOR		
	Termination History	<input type="checkbox"/> Convenience	<input type="checkbox"/> Default	<input type="checkbox"/> N/A	

III. Assessor Information

Assessor Name		
Title		
Phone Number/Email Address		
Identify your role in the contract award or administration and the period of your involvement.		
✓	Role	Period of Involvement
	Procuring Contracting Officer (PCO)	
	Administrative Contracting Officer (ACO)	
	Contract Specialist	
	Contracting Officer's Representative (COR)	
	Technical Project Lead/Project Officer	
	Quality Assurance Specialist	
	Defense Contract Audit Agency (DCAA) Auditor	
	Other:	



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IV. Evaluation Definitions

The following definitions should be used in your assessment of Contractor performance.

EXCEPTIONAL	Performance EXCEEDS MOST contractual requirements to the Government's benefit. The performance of areas being assessed was accomplished with few minor issues or concerns.
VERY GOOD	Performance EXCEEDS SOME contractual requirements to the Government's benefit. The performance of areas being assessed was accomplished with few minor issues or concerns, for which the Contractor's corrective actions were highly effective.
SATISFACTORY	Performance MEETS contractual requirements. The performance of the areas being assessed contains minor issues or concerns, for which corrective actions taken by the Contractor were effective.
MARGINAL	Performance MEETS SOME contractual requirements. The performance of the areas being assessed includes significant problems, issues, or concerns for which corrective actions taken by the Contractor were only somewhat effective.
UNSATISFACTORY	Performance DOES NOT MEET contractual requirement. The performance of the areas being assessed includes serious problems, issues, or concerns for which the Contractor's corrective actions were ineffective.
NOT APPLICABLE (N/A)	Performance information not recent or relevant as defined in the Solicitation. Unable to provide assessment.

V. Performance Evaluation

1. Quality of Performance

a. What is your **OVERALL** assessment of the quality of the contractor's performance?

	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	N/A
Quality of Performance						

Please provide rationale for the assigned rating.

b. Assess the Contractor's quality of performance in the following areas.



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	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	N/A
Conformance to Contract Requirements						
Conformance to Specifications						
Standards of Good Workmanship (technical, professional, environmental, safety, etc.)						

All comments are appreciated; however, at a minimum, rationale must be provided for ratings of exceptional or unsatisfactory.

c. Did the Government contribute in any way to problems associated with quality as identified in the above assessment? Please explain.

2. Schedule Performance

a. What is your OVERALL assessment of the Contractor's ability to meet the schedule?



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	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	N/A
Schedule Performance						

Please provide rationale for assigned rating.

b. Assess the Contractor’s Schedule Performance in the following areas.

Schedule Performance	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	N/A
Timeliness in Completion of Contract/Task Order/Delivery Schedule						
Timeliness in Meeting Milestones						
Timeliness in Submitting Deliverables						

All comments are appreciated; however, at a minimum, rationale must be provided for ratings of exceptional or unsatisfactory.

c. Did the Government contribute in any way to any of the Schedule problems identified in the above assessment? Please explain.



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3. Management Performance

a. What is your OVERALL assessment of the Contractor’s management performance?

	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	N/A
Management Performance						

Please provide rationale for assigned rating.

b. Assess the Contractor’s management performance in the following areas.

Management Performance	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	N/A
MANAGEMENT RESPONSIVENESS— (timeliness, completeness, and quality of problem identification, proposal submittal, history of cooperative behavior, effective business relations, teamwork AND customer satisfaction)						
SUBCONTRACT MANAGEMENT— (timely award and management of subcontracts and meeting subcontracting goals for small business, small disadvantaged business, etc)						
PROGRAM MANAGEMENT—						



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(effectiveness of integration and coordination of all activities required to execute the contract, use of resources, assignment of responsibility, internal coordination and communication, and risk management practices)						
MANAGEMENT OF PERSONNEL—(ability to select, retain, support, and replace personnel with the experience and expertise necessary to accomplish the Government’s requirements within schedule and budget)						
INTEGRATED PRODUCT TEAM MANAGEMENT— (commitment and participation to the IPT process)						

All comments are appreciated; however, at a minimum, rationale must be provided for ratings of exceptional or unsatisfactory.



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- c. Did the Government contribute in any way to any of the management problems identified in the above assessment? Please explain.

4. Cost Control

- a. What is your OVERALL assessment of the Contractor’s ability to forecast, manage, and control costs?

	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	N/A
Cost Control						

Please provide rationale for assigned rating.

- b. Assess the Contractor’s cost performance in the following areas.

COST CONTROL	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	N/A
COST/PRICE ESTIMATES—(ability to meet proposed costs and whether actual costs/rates realized reflect negotiated costs/rates)						



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COST EFFICIENCIES— (realization of any in accomplishing SOW)						
INVOICING—accuracy and timeliness of submission						
FORECASTING/MANA GEMENT/COST CONTROL						

All comments are appreciated; however, at a minimum, rationale must be provided for ratings of exceptional or unsatisfactory.

VI. Overall Rating of Contractor’s performance (technical, schedule, management, and cost) on contract being assessed.

Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory

VII. General Comments:

Assessor’s Signature

Date



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ATTACHMENT 7: PPET EVALUATION REPORT TEMPLATE

PPET EVALUATION REPORT TEMPLATE

1. Overview

The Past Performance Evaluation Team (PPET) assessed the performance risk associated with all Offerors' relevant contracts. Emphasis of the assessment was on the Offerors' demonstrated performance in specific areas, knowledge of the program[s] for which the Offeror has supplied past performance information, relevancy and significance of data collected, and recency of the data collected. The PPET's evaluation was subjective. The purpose of the PPET was to measure the level of confidence in each Offeror's ability to perform as proposed. Subfactors, not typically used for Past Performance, were not used in this evaluation.

[Describe relevancy and recency of data, as detailed in the Solicitation and Source Selection Plan (SSP)]

2. Data Gathered

The PPET used *[number]* sources of past performance data for the risk assessment:

- a. Past and present performance information provided by the Offerors;
- b. Past Performance Information Retrieval System (PPIRS) data (required per NMCARS 5215.305(a)(2));
- c. Completed Past Performance Questionnaires received from cognizant Project Officer, Contracting Officer's Representative, Administrative Contracting Officer, Procuring Contracting Officer, and Contract Specialist;
- d. Information gathered as a result of phone interviews with Offeror-provided points of contact; and
- e. *[Continue list to include all additional sources].*

[Offeror A's Name] provided *[number]* relevant contracts to be assessed. The PPET located *[number]* additional contracts performed by *[Offeror A's Name]*, of which *[number]* were relevant contracts. A total of *[number]* contracts were deemed relevant and were evaluated for *[Offeror A's Name]*.

[Offeror B's Name] provided *[number]* relevant contracts to be assessed. The PPET located *[number]* additional contracts performed by *[Offeror B's Name]*, of which *[number]* were relevant contracts. A total of *[number]* contracts were deemed relevant and were evaluated for *[Offeror B's Name]*.

[Repeat for all Offerors.]



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The Offerors, their Major Subcontractors, and the respective involvement of all parties, are listed in the tables below:

Offeror A	
[Name of Offeror A]	[List that portion of the effort the Offeror performs / performed]
Subcontractors	
[Name of Subcontractor]	[List that portion of the effort this sub performs / performed]
[Name of Subcontractor]	[List that portion of the effort this sub performs / performed]
[Repeat for each major subcontractor]	

Offeror B	
[Name of Offeror B]	[List that portion of the effort the Offeror performs / performed]
Subcontractors	
[Name of Subcontractor]	[List that portion of the effort this sub performs / performed]
[Name of Subcontractor]	[List that portion of the effort this sub performs / performed]
[Repeat for each major subcontractor]	

[Repeat for all Offerors]

3. Evaluation

The PPET evaluated the following projects performed by *[Name of Offeror A]*:

- *[List, by title, major projects performed by the Offeror and evaluated by the PPET.]*

The PPET evaluated the following projects performed by *[Name of Offeror B]*:

- *[List, by title, major projects performed by the Offeror and evaluated by the PPET.]*

[Repeat for all Offerors]

4. Ratings

The PPET relied upon all the sources of data to assign performance risk ratings for each Offeror. *[Explain what data, if any, carried the most weight.]*

The PPET used the following considerations in assigning performance risk ratings to each Offeror: overall work record; number and severity of problems; effectiveness of any corrective actions; and programmatics such as product similarity, complexity, contract type



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and phase of the project. The Offerors' consolidated confidence ratings with strengths, weaknesses, and supporting rationale follow:

a. ***[Name of Offeror A]***

[Name of Offeror A] was assigned a rating of *[insert rating]*. The team analyzed a total of *[number]* relevant contracts. Of the *[number]* contracts evaluated, PPIRS Reports existed on *[number]* contracts. The PPIRS Reports reflected ratings ranging from *[adjectival rating]* to *[adjectival rating]*. The PPET also reviewed *[number]* questionnaires with resultant ratings ranging from *[adjectival rating]* to *[adjectival rating]* and conducted phone interviews that resulted in ratings ranging from *[adjectival rating]* to *[adjectival rating]*.

- **Strengths**

The PPET identified the following strengths:

[Use bullet statements to list strengths.]

- **Weaknesses**

The PPET identified the following weaknesses:

[Use bullet statements to list weaknesses.]

- **Significant Weaknesses**

The PPET identified the following significant weaknesses:

[Use bullet statements to list significant weaknesses.]

- **Deficiencies**

The PPET identified the following deficiencies:

[Use bullet statements to list deficiencies.]

Given the strengths and weaknesses identified above, the PPET believed the confidence rating of *[insert rating]* was justified. *[Explain and discuss in one or two paragraphs the significant weaknesses and deficiencies, causes, and corrective action taken by the Offeror.]*

b. ***[Name of Offeror B]***

[Name of Offeror B] was assigned a rating of *[insert rating]*. The team analyzed a total of *[number]* relevant contracts. Of the *[number]* contracts evaluated, PPIRS Reports existed on *[number]* contracts. The PPIRS Reports reflected ratings ranging from *[adjectival rating]* to *[adjectival rating]*. The PPET also reviewed *[number]* questionnaires with resultant ratings ranging from *[adjectival rating]* to *[adjectival rating]* and conducted phone interviews that resulted in ratings ranging from *[adjectival rating]* to *[adjectival rating]*.



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- **Strengths.**

The PPET identified the following strengths:

[Use bullet statements to list strengths.]

- **Weaknesses.**

The PPET identified the following weaknesses:

[Use bullet statements to list weaknesses.]

Given the strengths and weaknesses identified above, the PPET believed the confidence rating of *[insert rating]* was justified. *[Explain and discuss in one or two paragraphs the significant weaknesses, causes, and corrective action taken by the Offeror.]*

- **Significant Weaknesses**

The PPET identified the following significant weaknesses:

[Use bullet statements to list significant weaknesses.]

- **Deficiencies**

The PPET identified the following deficiencies:

[Use bullet statements to list deficiencies.]

[Repeat for each Offeror.]

5. Summary

[Provide a very brief summary. Include a table that captures each Offeror and its resultant Past Performance Rating assigned.]

[Best Practices and Lessons Learned: In determining the rating, take into consideration the number and severity of problems, the demonstrated effectiveness of corrective actions taken (not just those planned or promised), the overall work record, and the degree of relevancy of all considered efforts. Ratings should reflect overall results rather than problem-free management.

The final assessment should include rationale for the conclusions reached, including instances of good or poor performance related to the Solicitation requirement. As long as the rationale is reasonable, i.e., based on analysis, verification, or corroboration of the past performance information and evaluated against the evaluation factors stated in the Solicitation, it will withstand any challenges.]



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ATTACHMENT 8: AWARD FEE or AWARD TERM PLAN and CORRESPONDING CLAUSES

____*[insert Award Fee or Award Term Plan and Corresponding Clauses]*____



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Exhibit 5-M: IT Waiver

Policies and Procedures for Requesting Waivers

Information Technology (IT) Funding, Approval and Procurement guidance is delineated by [MARADMIN 591/08 \(CMC WASHINGTON DC 151833Z OCT 08\)](#), which clarifies and updates the policy for the definition, approval, procurement, and funding of any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information . The term IT includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources. This guidance also clarifies the policy on the centralized management of IT by MARCORSSYSCOM. All IT procurement requests (hardware, software, peripherals, contract services, etc. outside of Navy Marine Corps Intranet (NMCI) will be processed and reviewed using the automated IT Procurement Request Review/Approval System (ITPRAS) located at <https://ITprocurement.hqmc.usmc.mil> . (If you are having difficulty with this link, try copy and pasting the URL into your browser.)

Why a Procurement Approval Process?

- To safeguard against duplicate spending on IT related products and services
- To obtain visibility on spending in light of the ongoing transition to NMCI
- To ensure IT procurements are in compliance with DoD, DoN, and USMC policies

The Following Updates are Now Effective:

- HQMC will continue to review and process approval requests for all IT procurements >\$25K
- HQMC P&R will review all requests > \$25K to ensure the correct type of funding (appropriation) is being used for the procurement
- NMCI Procuring Contracting Office (PCO) will review all requests > \$1M in accordance with Navy policy as outlined in [MARADMIN 591/08](#)
- The following organizations are granted review and processing authority for IT procurements < \$25K except for the case below requiring HQMC review:
HQMC (AR), LOGCOM, MARCENT, MARSOC, MARCORSSYSCOM, MARFORCOM, MARFOREUR, MARFORAFRICA, MARFORPAC, MARFORRES, MARFORSOUTH, MARFORSTRATCOM, MCCDC, MCRC, TECOM, MCIA, I MEF, II MEF, III MEF.
- All requests submitted by the MAW/DIV/MLG will, at a minimum, be reviewed in ITPRAS by the MEF Command Coordinator
- Organizations subordinate to those listed above must forward IT procurement requests through their respective higher headquarters.
- Other units not specifically identified, that either report directly to CMC, or offices under the purview of the APMC, will forward their IT procurement requests to HQMC (AR)



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- NMCI Regional Contract Officer Representatives (RCORS) will review all requests for equipment/software/etc. which will be utilized on the MCI network and make recommendations to the command coordinators

Funding Policy

- Local command expense funds (O&M) may be used for IT purchases (to include non-NMCI desktops, laptops and servers) if
 - The item(s) are not centrally managed or part of a centrally managed system,
 - The total purchase price (to include hardware, software and peripherals) is less than the expense/investment threshold of \$250K, or
 - The total purchase price is \$250K or more, but the items do not comprise a “system” or improve system performance.
- Final determinations will be made by HQMC P&R through the automated request process.
- MARCORSYSCOM managed programs of record (POR) are still required to use PMC funds to procure centrally managed IT equipment. A listing of these programs can be found at <http://www.MCHS.marcorsyscom.usmc.mil>
- USMC IT Procurement actions will be performed by MARCORSYSCOM with blanket purchase agreements (BPA) (equipment including desktops, laptops, servers, and storage devices) and enterprise agreements (EA) (software) to standardize IT and simplify the portfolio
- Units using local (O&M) funds will procure IT hardware and software from MARCORSYSCOM.
- MARCORSYSCOM will centrally procure IT hardware and software ; such procurement will result in locally-managed assets that will be supported within the terms of the contract, BPA or EA

When is a Waiver Required?

As of October 1, 2003, all Marine Corps IT developed, acquired, or procured will be Internet Protocol Version 6 (IPV6) compatible as defined by [MARADMIN 032/04 \(CMC WASHINGTON DC 232330Z JAN 04\)](#) in compliance with DoD guidance and the Joint Technical Architecture (JTA) standards. If the required equipment is not IPV6 capable, the procurement requires must include an IPV6 waiver and be reviewed/approved by Headquarters Marine Corps C4. For the Software Baseline Waiver Process, please refer to [MARCORSYSCOM Software Waiver Process, MARADMIN 490/03 \(CMC WASHINGTON DC 212030Z OCT 03\)](#) for detailed instructions.

Questions concerning waiver policy may be addressed to HQMC C4 CP at 703-693-3490/1 (DSN 223-3490/1).



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Exhibit 6-A: Procurement Request (PR) Requirements Package for Services

SERVICES

PR Requirements Package					
#	[Key thing is to speak to customer liaison to map out package requirements specific to your requirement] Document Name	PR Under \$100K	PR Over \$100K	PR Over \$10M	PR Over \$50M
1	Funding Document (PR Document) entered into PR Builder	X	X	X	X
2	Acquisition Strategy (with IGCE & QASP included)		X	X	
	Acquisition Plan (with IGCE & QASP included)				X
3	Performance Work Statement (PWS) or Statement of Work (SOW)		X	X	X
4	Technical Evaluation Criteria (for competitive PRs only) Included in Source Selection Plan)	X	X	X	X
5	Signed Non-Disclosure Agreement (NDA) by each Technical Evaluation Member		X	X	X
6	Contracting Officer's Representative (COR) Nomination Letter with COR Training Certificate Attached (for Service requirements)		X	X	X
7	Wide Area Work Flow Point of Contact (POC)	X	X	X	X
8	Sole Source Memo	X			
	Justification & Approval (J&A) (only required if non-competitive)		X	X	X
	Limited J&A when using GSA schedule		X	X	X
9	Market Research Checklist	X	X	X	X
10	DD Form 254: Security Classification Form (if applicable)	X	X	X	X
11	Source Selection Plan		X	X	X
12	IT Waiver (if applicable)	X	X	X	X
13	Organization Conflict of Interest (OCI)		X	X	X



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Exhibit 6-B: Acquisition Strategy (from DON MOPAS 2)

Acquisition Strategy (AS) Content Requirements

Each [DoN MOPAS 2](#) AS shall address the following points:

1. **Requirements Development and Management:** *(Program Office Completes 1a-d)*
 - a) *The source of the requirement, the outcomes to be achieved and, if performance-based, the metrics to measure the outcomes.*
 - b) *Identify as a new requirement or indicate how the requirement was previously satisfied. Include, the period of performance, base and option years if new requirement. (If a re-compete please include: Contract #, Vendor Name, Contract Type, and # Years)*
 - c) *The nature and extent of market research conducted. (See [FAR Part 10](#))*
 - (1) *The extent of market research will vary, depending on such factors as urgency, estimated dollar value, complexity, and past experience. Market research involves obtaining information specific to the item/services being acquired.*
 - d) *For all acquisitions using FAR Part 12 that exceed \$1 million, DPAP memo dated 2 March 2007 requires that the Contracting Officer document in writing the rationale supporting a conclusion and determinations that the commercial item definition of [FAR 2.101](#) has been met. Marine Corps policy, however, is that a determination of commerciality will be made for all actions exceeding the Simplified Acquisition Threshold. For services falling under Paragraph (6) of the [FAR 2.101](#) definition, clearly demonstrate from your market research that the services have been sold competitively in substantial quantities in the commercial marketplace and address how the standard for “established catalog or market prices for specific tasks performed or outcomes to be achieved under standard commercial terms and conditions” has been met. (NOT REQUIRED IF Total Contract Value under \$1M)*
 - e) *If a consolidated requirement, whether it complies with Defense Federal Acquisition Regulations Supplement ([DFARS](#)) 207. (Only For Consolidated Requirements)*
 - f) *For bundled requirements, address the benefit analysis as prescribed in the DoD Benefit Analysis Guidebook (<http://www.acq.osd.mil/osbp/news/guidebook.htm>). See also [FAR 7.107](#). (Only For Bundled Requirements)*
2. **Acquisition Planning:**
 - a) *The acquisition approach including appropriate milestones. (Program Office Completes B, C, D, H, I, J)*



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Estimated Completion Date

Month/date/year

Milestone

Issue Solicitation

Receive questions

Send questions to Project Office for response

Receive response to questions from Project Office

Legal Counsel reviews questions & responses

Issue amendment (to provide responses)

RFQ closes

Technical Evaluation begins evaluations

Technical Evaluation Report due

Clarifications/discussions, if required

Conclude clarifications/discussions

Evaluation team reviews clarifications/discussions

Evaluation team provides report

Award

- b. *Cost/price estimate for the total planned acquisition. Sample IGCE, Attachment 1. (For Military Interdepartmental Procurement Requests (MIPR) or work orders issued to support the acquisition that did not result in contracting action, follow the procedures at [MAPS 17.5](#).)*
- c. *How the acquisition will be funded, availability of funding, and how the type of funding is appropriate for the procurement.*
- d. *Technical, Business, Management, and other significant considerations.*
- e. *Opportunities for Strategic Sourcing.*
- f. *Implementation of performance-based acquisition methods or rationale for not using performance-based methods. If a non-performance-based strategy is proposed, address actions to convert to performance-based for future acquisitions. (Note [NMCARS 5237.170](#) special approval thresholds for Non-performance-based service acquisitions.)*
- g. *Implementation of socio-economic business considerations. (8-A, Veteran, or Woman-Owned) (*Program Office Completes 2-g, if recommending a small business*)*
- h. *Top level discussion of the planned source selection process: formal or informal; proposed evaluation criteria; and basis for award.*
- i. *Required waivers or deviations.*



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- j. *If other than full and open competition, address why full and open competition will not apply and cite appropriate statutory authority. Address actions to improve the competitive environment for foreseeable follow-on acquisitions. (Program Office Completes 2-j, if using a Justification and Approval)*
 - k. Include a Lease-Purchase analysis required by Office of Management and Budget (OMB) Circular A-94, Section 13, if proposed.
 - l. Multi-year Contracts: If the acquisition strategy calls for a multi-year contract (as defined in [FAR Part 17.1](#)), address compliance with [10 U.S.C. 2306c](#) and OMB Circular a-11. Address the budget scorekeeping that will result from the proposed contracting strategy. (Most often multiple-year contracts will be contemplated using option periods per [FAR 17.107](#).)
3. Solicitation and Contract Award: *(Program Office Completes 3b)*
 - a. The proposed business arrangement(s) anticipated (e.g., single/multiple contract award(s), multiple award task order contracts; task order under existing task order contract, interagency purchase request or interdepartmental work order, etc.).
 - b. *The timing and duration for each business arrangement including base period and option periods.*
 - c. Pricing arrangements for each business arrangement (e.g., fixed price, cost reimbursement, labor hour, etc. based on [FAR/DFARS Parts 16](#) and, for commercial services, [Part 12](#).) The detailed Independent Government Cost Estimate for this acquisition is provided as Attachment 1.
 - d. Address contract administration and oversight considerations.
 4. Risk Management: *(Program Office Completes)*
 - a. *An assessment of current and potential technical, cost, schedule and performance risks and plan for mitigating or retiring those risks.*
 5. Contract Tracking and Oversight: *(Contract Specialist Completes)*
 - a. *Existing or proposed management approach for contract administration, quality assurance surveillance plans, oversight plans and responsibilities. Example QASP attached, Attachment 2.*
 - b. *Tracking procedures/processes to monitor contract performance.*
 6. Performance Evaluation: *(Program Office Completes 6b)*
 - a. Plan for evaluating whether performance metrics or other measures identified to guide the acquisition have been achieved. Such measures shall include thresholds for cost, schedule and performance for each proposed business arrangement.



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- b. *Identify personnel responsible for assessing and reporting contractor performance into the Contractor Performance Assessment Reporting System (CPARS). Name, Phone, E-mail (This is applicable for all contracts over \$1 million)*

Project Officer

Date

Customer Liaison Counsel

Date

Contracting Officer

Date



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Attachment 1

PROGRAM NAME:
PR#: MXXXXX-XX-XX-XXXXX

INDEPENDENT GOVERNMENT COST ESTIMATE (IGCE)
ESTIMATED LABOR HOURS (Program Office Completes)

CONUS				OCONUS				CONUS/ OCONUS TOTAL
Base Year	Est Total Hours/ Wk	Est Total Work Wks*	Est Total Hours	Base Year	Est Total Hours/ Wk	Est Total Work Wks	Est Total Hours	
Engineer II	40	47	1,880	Engineer II	40	47	1,880	
Tech I	40	47	1,880	Tech I	40	47	1,880	
Tech I - OT	6	47	282	Tech I - OT	20	47	940	
TOTALS			4,042	TOTALS			4,700	8,742
Option X				Option X				
Engineer II	40	47	1,880	Engineer	40	47	1,880	
Tech I	40	47	1,880	Tech I	40	47	1,880	
Tech I - OT	10	47	470	Tech I - OT	20	47	940	
TOTALS			4,230	TOTALS			4,700	8,930
Option X				Option X				
Engineer II	40	47	1,880	Engineer II	40	47	1,880	
Tech I	40	47	1,880	Tech I	40	47	1,880	
Tech I - OT	10	47	470	Tech I - OT	20	47	940	
TOTALS			4,230	TOTALS			4,700	8,930

**Note: Estimated total work weeks is based on 52 wks/yr less 3 weeks combined sick/annual leave.
Exempt employees may be entitled to more time off.*



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**INDEPENDENT GOVERNMENT COST ESTIMATE (IGCE)
ESTIMATED LABOR AND DIRECT COST DOLLARS**

CONUS				OCONUS				CONUS/ OCONUS TOTAL
Base Year	Est Tot Labor Hrs	Est Burdened Labor Rate	Est Total Cost	Base Year	Est Tot Labor Hrs	Est Burdened Labor Rate	Est Total Cost	
Engineer II	1,880	\$75	\$141,000	Engineer II	1,880	\$110	\$206,800	
Tech I	1,880	\$75	\$141,000	Tech I	1,880	\$110	\$206,800	
Tech I - OT**	282	\$73	\$20,621	Tech I - OT**	940	\$107	\$100,815	
Tot Labor			\$302,621	Total Labor			\$514,415	\$817,036
Material			\$4,500	Material			\$9,000	
Travel			\$7,000	Travel			\$22,000	
Tot ODC			\$11,500	Tot ODC			\$31,000	
TOTAL			\$314,121	TOTAL			\$545,415	
Option X				Option X				
Engineer II	1,880	\$78	\$146,640	Engineer II	1,880	\$114	\$215,072	
Tech I	1,880	\$78	\$146,640	Tech I	1,880	\$114	\$215,072	
Tech I - OT**	470	\$76	\$35,744	Tech I - OT**	940	\$112	\$104,848	
Total Labor			\$329,024	Total Labor			\$534,992	\$864,015
Material			\$6,000	Material			\$11,000	
Travel			\$8,000	Travel			\$23,000	
Tot ODC			\$14,000	Tot ODC			\$34,000	
TOTAL			\$343,024	TOTAL			\$568,992	
Option X				Option X				
Engineer II	1,880	\$81	\$52,506	Engineer II	1,880	\$119	\$23,675	
Tech I	1,880	\$81	\$52,506	Tech I	1,880	\$119	\$23,675	
Tech I - OT**	470	\$79	\$37,173	Tech I - OT**	940	\$116	\$109,042	
Total			\$342,184	Total			\$556,391	\$898,576



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Labor	
Material	\$7,500
Travel	\$7,000
Tot ODC	\$14,500
TOTAL	\$356,684

Labor	
Material	\$15,000
Travel	\$25,000
Tot ODC	\$40,000
TOTAL	\$596,391

***Note: Tech OT based on 1.5 X unburdened labor cost*

****Note: Please include a 3-4% escalation fee for each option year*



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Attachment 2: Use the following “Before-and-After” Sample of a Performance-based Work Statement, and QASP to prepare a QASP.

BEFORE: STATEMENT OF WORK

1.0 Background: Marine Corps Base Camp Pendleton provides training facilities for many active-duty and reserve Marines, Army and Navy units, as well as national, state and local agencies. Over 60,000 military and civilian personnel work aboard the base every day. The base is the home of I Marine Expeditionary Force (I MEF), 1st Marine Division (1st MARDIV), 1st Marine Logistics Group (1st MLG) and many tenant units, including elements of Marine Aircraft Group 39 (MAG 39) and Marine Corps Tactical Systems Support Activity (MCTSSA). Camp Pendleton covers over 125,000 acres and is located 38 miles north of downtown San Diego in the northwestern portion of San Diego County, California, immediately north of the city of Oceanside.

2.0 Introduction: The 1ST Radio Battalion (1st RAD) of 1st MARDIV has been tasked with facilitating an advanced and basic level Arabic (Iraqi dialect) training package to assist in the training of Marine Corps Iraqi linguists. This training is essential in the advancement of the Marine Corps’ Iraqi language capabilities and is in direct support of Operation Iraqi Freedom (OIF). The training sought shall be structured in a manner that benefits military personnel as students.

3.0 Scope: The Contractor shall provide a curriculum, qualified personnel and lodging for the instruction of intensive, semi-immersive courses in language and culture for the critical language of Iraqi Arabic. The purpose of this program of instruction is cultural awareness and providing military personnel with an umbrella of knowledge of the Middle East region and Iraq in particular. The program of instruction shall be based on a class size of 15 students. The courses and program shall be held at the Contractor’s facility(s).

4.0 Applicable Directives: N/A.

5.0 Performance Requirements: The Contractor shall provide all management, trained and qualified instructors, tutors and partners, curriculum, materials and lodging (for students) to provide a rich, task based curriculum. The program shall focus on Iraqi Arabic in the following manner: spoken, written (phonetically in Arabic script) and listening. The program shall be intensive and semi-immersive for a 4-week basic Iraqi Arabic course and a 6-week advanced Iraqi Arabic course. Each course will have no more than 15 students. All activities shall be conducted in the target language of Arabic and Iraqi Arabic to the maximum extent practicable. The contractor shall ensure that access to Arabic tutoring services and conversational partners is included in the program.

6.0 Deliverables: The contractor shall provide the following:

6.1 A replicable Iraqi Arabic language curriculum which includes digital and print materials, as well as authentic media



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AFTER: PERFORMANCE WORK STATEMENT

1.0 Background: Marine Corps Base Camp Pendleton provides training facilities for many active-duty and reserve Marines, Army and Navy units, as well as national, state and local agencies. Over 60,000 military and civilian personnel work aboard the base every day. The base is the home of I Marine Expeditionary Force (I MEF), 1st Marine Division (1st MARDIV), 1st Marine Logistics Group (1st MLG) and many tenant units, including elements of Marine Aircraft Group 39 (MAG 39) and Marine Corps Tactical Systems Support Activity (MCTSSA). Camp Pendleton covers over 125,000 acres and is located 38 miles north of downtown San Diego in the northwestern portion of San Diego County, California, immediately north of the city of Oceanside.

2.0 Objectives: To support Operation Iraqi Freedom (OIF) the USMC needs to increase the Marine Corps' Arabic (Iraqi dialect) capabilities. 1ST Radio Battalion (1st RAD) of 1st MARDIV has been tasked with facilitating the requirement through an advanced and basic level Arabic (Iraqi dialect) training program.

3.0 Scope: The Contractor shall provide all services and facilities for one basic and one advanced course per year. It is anticipated that 15 USMC personnel will attend each course and will be available for 4 weeks for the basic course and 6 weeks for the advanced course. In addition to Arabic language, students completing the course should leave with an umbrella of knowledge pertaining to daily life in Iraq and the Middle East. Students should have an understanding of history, culture, politics, and customs of the region.

4.0 Tasks/Performance Requirements Summary:

Performance Objective	Performance Standard	AQL	Surveillance Method	Incentive
What do we want to accomplish as the end result	The benchmark against which performance will be measured	Acceptable variation from the standard	How performance will be checked	Positive reward or negative penalty applied based on performance
Ability to speak Iraqi Arabic	Achieve a score of 2 on the Arabic Defense Language Proficiency Test (DLPT)	90% pass rate	Inspection of test results	Award Fee based on % of students who pass the exam
Ability to read and write Arabic	Achieve a score of 2 on the Arabic Defense Language Proficiency Test (DLPT)	90% pass rate	Inspection of test results	Award Fee based on % of students who pass the exam
Understanding of Iraqi customs, politics, and history	Ability to pass oral, written, and situational test.	90% pass rate	Inspection of test results	Award Fee based on % of students who pass the exam
A replicable Iraqi Arabic Language curriculum package	Delivered 14 days after the end of each course.	1 Day grace period for delivery	Random Inspection	Past Performance Evaluation



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5.0 Deliverables:

A replicable Iraqi Arabic Language curriculum package.
Certified list of student Defense Language Proficiency Test scores.
Copy of the Customs, Politics, and History test. Test must be received 1 month prior to course start date. Upon receipt, Government will approve or reject within 5 days.

6.0 Government Furnished Property: Defense Language Proficiency Tests.

7.0 Place of Performance: Contractor to determine.

QUALITY ASSURANCE SURVEILLANCE PLAN FOR ARABIC LANGUAGE COURSES

INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) has been developed to evaluate contractor actions while implementing this PWS. It is designed to provide an effective surveillance method of monitoring contractor performance for each listed objective on the Performance Requirements Summary.

The QASP provides a systematic method to evaluate the services the contractor is required to furnish.

This QASP is based on the premise that the Government desires to increase the Marine Corps' Arabic (Iraqi dialect) capabilities and regional knowledge and that a service contract to provide these services is the best means of achieving that objective.

The contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance to ensure contract standards are achieved.

In this contract the quality control program is the driver for product quality. The contractor is required to develop a comprehensive program of inspections and monitoring actions. The first major step to ensuring a "self-correcting" contract is to ensure that the quality control program approved at the beginning of the contract provides the measures needed to lead the contractor to success.

Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a robust quality assurance program.



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Performance Requirements Summary:

Performance Objective	Performance Standard	AQL	Surveillance Method	Incentive
Ability to speak Iraqi Arabic	Achieve a score of 2 on the Arabic Defense Language Proficiency Test (DLPT)	90% pass rate	Inspection of test results	Award Fee earned based on % of students who pass the exam
Ability to read and write Arabic	Achieve a score of 2 on the Arabic Defense Language Proficiency Test (DLPT)	90% pass rate	Inspection of test results	Award Fee earned based on % of students who pass the exam
Understanding of Iraqi customs, politics, and history	Ability to pass oral, written and situational test developed by the USMC	90% pass rate	Inspection of test results	Award Fee earned based on % of students who pass the exam
A replicable Iraqi Arabic Language curriculum package	Ability to replicate and deliver to 1000 copies in 2 weeks	5% of copies not available on time	Customer Complaint	Past Performance Evaluation

SURVEILLANCE: The COR will verify student test results.

PROCEDURES: Upon completion of each course the contractor will forward all student test scores to the COR. The COR will verify and maintain documentation of test results. Based on the results, the COR will forward a recommendation to the Contracting Officer. The USMC will convene an Award Fee board as specified in the Award Fee Plan. After a decision by the Award Fee Board a modification will be issued to provide any Award Fee earned.



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Exhibit 6-C: Acquisition Plan for Services PRs >\$50M

- 1. Use Exhibit 5-C (Supply PRs>\$50M) and include a Quality Assurance Surveillance Plan (QASP).*
- 2. Use the following “before-and-after” samples of a Performance-based Work Statement, and the QASP*

BEFORE: STATEMENT OF WORK

1.0 Background: Marine Corps Base Camp Pendleton provides training facilities for many active-duty and reserve Marines, Army and Navy units, as well as national, state and local agencies. Over 60,000 military and civilian personnel work aboard the base every day. The base is the home of I Marine Expeditionary Force (I MEF), 1st Marine Division (1st MARDIV), 1st Marine Logistics Group (1st MLG) and many tenant units, including elements of Marine Aircraft Group 39 (MAG 39) and Marine Corps Tactical Systems Support Activity (MCTSSA). Camp Pendleton covers over 125,000 acres and is located 38 miles north of downtown San Diego in the northwestern portion of San Diego County, California, immediately north of the city of Oceanside.

2.0 Introduction: The 1ST Radio Battalion (1st RAD) of 1st MARDIV has been tasked with facilitating an advanced and basic level Arabic (Iraqi dialect) training package to assist in the training of Marine Corps Iraqi linguists. This training is essential in the advancement of the Marine Corps' Iraqi language capabilities and is in direct support of Operation Iraqi Freedom (OIF). The training sought shall be structured in a manner that benefits military personnel as students.

3.0 Scope: The Contractor shall provide a curriculum, qualified personnel and lodging for the instruction of intensive, semi-immersive courses in language and culture for the critical language of Iraqi Arabic. The purpose of this program of instruction is cultural awareness and providing military personnel with an umbrella of knowledge of the Middle East region and Iraq in particular. The program of instruction shall be based on a class size of 15 students. The courses and program shall be held at the Contractor's facility(s).

4.0 Applicable Directives: N/A.

5.0 Performance Requirements: The Contractor shall provide all management, trained and qualified instructors, tutors and partners, curriculum, materials and lodging (for students) to provide a rich, task based curriculum. The program shall focus on Iraqi Arabic in the following manner: spoken, written (phonetically in Arabic script) and listening. The program shall be intensive and semi-immersive for a 4-week basic Iraqi Arabic course and a 6-week advanced Iraqi Arabic course. Each course will have no more than 15 students. All activities shall be conducted in the target language of Arabic and Iraqi Arabic to the maximum extent practicable. The contractor shall ensure that access to Arabic tutoring services and conversational partners is included in the program.



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6.0 Deliverables: The contractor shall provide the following:

6.1 A replicable Iraqi Arabic language curriculum which includes digital and print materials, as well as authentic media

AFTER: PERFORMANCE WORK STATEMENT

1.0 Background: Marine Corps Base Camp Pendleton provides training facilities for many active-duty and reserve Marines, Army and Navy units, as well as national, state and local agencies. Over 60,000 military and civilian personnel work aboard the base every day. The base is the home of I Marine Expeditionary Force (I MEF), 1st Marine Division (1st MARDIV), 1st Marine Logistics Group (1st MLG) and many tenant units, including elements of Marine Aircraft Group 39 (MAG 39) and Marine Corps Tactical Systems Support Activity (MCTSSA). Camp Pendleton covers over 125,000 acres and is located 38 miles north of downtown San Diego in the northwestern portion of San Diego County, California, immediately north of the city of Oceanside.

2.0 Objectives: To support Operation Iraqi Freedom (OIF) the USMC needs to increase the Marine Corps' Arabic (Iraqi dialect) capabilities. 1ST Radio Battalion (1st RAD) of 1st MARDIV has been tasked with facilitating the requirement through an advanced and basic level Arabic (Iraqi dialect) training program.

3.0 Scope: The Contractor shall provide all services and facilities for one basic and one advanced course per year. It is anticipated that 15 USMC personnel will attend each course and will be available for 4 weeks for the basic course and 6 weeks for the advanced course. In addition to Arabic language, students completing the course should leave with an umbrella of knowledge pertaining to daily life in Iraq and the Middle East. Students should have an understanding of history, culture, politics, and customs of the region.

4.0 Tasks/Performance Requirements Summary:

Performance Objective	Performance Standard	AQL	Surveillance Method	Incentive
What do we want to accomplish as the end result	The benchmark against which performance will be measured	Acceptable variation from the standard	How performance will be checked	Positive reward or negative penalty applied based on performance
Ability to speak Iraqi Arabic	Achieve a score of 2 on the Arabic Defense Language Proficiency Test (DLPT)	90% pass rate	Inspection of test results	Award Fee based on % of students who pass the exam
Ability to read and write Arabic	Achieve a score of 2 on the Arabic Defense Language Proficiency Test (DLPT)	90% pass rate	Inspection of test results	Award Fee based on % of students who pass the exam



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Understanding of Iraqi customs, politics, and history	Ability to pass oral, written, and situational test.	90% pass rate	Inspection of test results	Award Fee based on % of students who pass the exam
A replicable Iraqi Arabic Language curriculum package	Delivered 14 days after the end of each course.	1 Day grace period for delivery	Random Inspection	Past Performance Evaluation

5.0 Deliverables:

A replicable Iraqi Arabic Language curriculum package.

Certified list of student Defense Language Proficiency Test scores.

Copy of the Customs, Politics, and History test. Test must be received 1 month prior to course start date. Upon receipt, Government will approve or reject within 5 days.

6.0 Government Furnished Property: Defense Language Proficiency Tests.

7.0 Place of Performance: Contractor to determine.

SAMPLE QUALITY ASSURANCE SURVEILLANCE PLAN FOR ARABIC LANGUAGE COURSES

INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) has been developed to evaluate contractor actions while implementing this PWS. It is designed to provide an effective surveillance method of monitoring contractor performance for each listed objective on the Performance Requirements Summary.

The QASP provides a systematic method to evaluate the services the contractor is required to furnish.

This QASP is based on the premise that the Government desires to increase the Marine Corps' Arabic (Iraqi dialect) capabilities and regional knowledge and that a service contract to provide these services is the best means of achieving that objective.

The contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance to ensure contract standards are achieved.

In this contract the quality control program is the driver for product quality. The contractor is required to develop a comprehensive program of inspections and monitoring actions. The first major step to ensuring a "self-correcting" contract is to ensure that the quality control program approved at the beginning of the contract provides the measures needed to lead the contractor to success.



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Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a robust quality assurance program.

Performance Requirements Summary:

Performance Objective	Performance Standard	AQL	Surveillance Method	Incentive
Ability to speak Iraqi Arabic	Achieve a score of 2 on the Arabic Defense Language Proficiency Test (DLPT)	90% pass rate	Inspection of test results	Award Fee earned based on % of students who pass the exam
Ability to read and write Arabic	Achieve a score of 2 on the Arabic Defense Language Proficiency Test (DLPT)	90% pass rate	Inspection of test results	Award Fee earned based on % of students who pass the exam
Understanding of Iraqi customs, politics, and history	Ability to pass oral, written and situational test developed by the USMC	90% pass rate	Inspection of test results	Award Fee earned based on % of students who pass the exam
A replicable Iraqi Arabic Language curriculum package	Ability to replicate and deliver to 1000 copies in 2 weeks	5% of copies not available on time	Customer Complaint	Past Performance Evaluation

SURVEILLANCE: The COR will verify student test results.

PROCEDURES: Upon completion of each course the contractor will forward all student test scores to the COR. The COR will verify and maintain documentation of test results. Based on the results, the COR will forward a recommendation to the Contracting Officer. The USMC will convene an Award Fee board as specified in the Award Fee Plan. After a decision by the Award Fee Board a modification will be issued to provide any Award Fee earned.



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Exhibit 6-D: Contracting Officer's Representative (COR) Nomination Letter

MEMORANDUM FOR: *Name, address*

ATTN: *Office name, Office address*

SUBJECT: NOMINATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)
FOR CONTRACT M00027-0X-C-XXXX

Ref: (a) [DFARS 201.6](#) Contracting Authority and Responsibilities
(b) [FAR 37.1](#) Service Contracts

NOTE: THIS FORM IS IN THREE PARTS. ALL PARTS MUST BE COMPLETED AND THE FORM SIGNED BY THE NOMINEE'S PROJECT OFFICE COMMANDING OFFICER (OR DESIGNEE).

PART I: NOMINATION OF INDIVIDUAL

The following individual is hereby nominated to perform the duties of COR on Contract M00027-0X-C-XXXX.

COR NAME: _____

COMPLETE OFFICE SYMBOL: _____

TELEPHONE NUMBER: _____

PART II: QUALIFICATIONS OF NOMINEE

1. The above individual is familiar with pertinent contract clauses such as changes, inspection and acceptance, Government Furnished Property, termination, and the concepts of excusable and nonexcusable delays in contract performance. This individual possesses the necessary ability to analyze, interpret, and evaluate factors involved in contract administration. This individual has the technical and administrative abilities and the required security clearance commensurate with the proposed COR duties. The individual's integrity and adherence to the Standards of Conduct ([DoD Directive 5500-7](#)), the Joint Ethics Regulation ([DoD 5500.7-R](#)), and the Procurement Integrity Act ([FAR 3.104](#)) are above reproach. In addition, the nominee has the time available to adequately perform such duties.

2. Mandatory COR Training

The above individual has completed the following mandatory training. (Add the following for individuals who have completed COR Refresher Training:) The individual has completed COR Refresher Training, satisfying the requirement of 8 Continuous Learning Points (CLPs).



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	COURSE TITLE	CLPs	DATE COMPLETED (Day/Month/Year)
Initial	<i>COR with a Mission Focus, CLC 106</i>		
Refresher (every three years)	<i>(Insert Title)</i>		
Other	<i>(Insert Title)</i>		

3. Non-Mandatory COR Training

The above individual is currently attending the following non-mandatory training. Will notify the Contracting Officer by Memorandum immediately upon completion of training scheduled for *(Day/Month/Year)*.

	COURSE TITLE	HOURS ATTENDED	DATE COMPLETED (Day/Month/Year)
Resident			
Satellite			
Correspondence			
www.faionline.com			
DFARS			
NCMA COR Course			
DAU			
Other			

Submit a copy of the completion certificate immediately, upon availability.

4. Previous COR Experience on Most Recent Contracts:

CONTRACT NUMBER	CONTRACTOR	CONTRACT TYPE (FFP, CPFF, Cost, etc.)	CONTRACT VALUE
a.			
b.			
c.			
d.			

Describe COR experience gained on above contract(s).



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5. Current Contract(s) for which Nominee is Performing COR Duties:

CONTRACT NUMBER	CONTRACTOR	CONTRACT TYPE	CONTRACT VALUE
a.			
b.			
c.			
d.			

Describe COR experience gained on above contract(s).

Percentage of time currently spent performing COR duties: _____

PART III. CERTIFICATION FOR NOMINATION OF COR

1. [DoD 5500.7-R](#) states the basis for determining the need for filing OGE 450, Confidential Financial Disclosure Report. The person nominating the COR is required to certify that the nominee is in compliance with DoD 5500.7-R and the Procurement Integrity Act ([FAR 3.104](#)), as follows:

I certify that *(insert COR nominee name here)* has filed an SF 450 *(if required)* and there is no conflict of interest or apparent conflict of interest interfering with this nomination.

Date

Project Office Commanding Officer or Designee
Type name and title under line)

Copy To:

Contracting Officer (for Contract File)
Cognizant DCMA
Project Officer



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Exhibit 6-E: Sole Source Memo Sample for Services

Sole Source Justification for Service Simplified Acquisitions over \$3,000 and up to \$100,000

Date: _____

PR Number: _____

1. Nature and/or description of the item/service being procured and its intended use (include the anticipated cost):

2. Sole Source Justification rationale (Check one and explain below):

_____ *Only one responsible source.*

_____ *Urgent and compelling circumstances exist.* Include critical delivery or performance dates, and when you became aware of the requirement. Provide a specific statement of the impact on Government operations, financial or otherwise, if the required delivery or performance dates are not met.

_____ *Other* _____

Explain:

3. Market Survey. Please explain the results or why one was not performed. State whether any other offers were received or anyone expressed interest:

4. If this is a determination for sole source, the Contracting Officer certifies:

- a. Only one source is available, or urgent and compelling circumstances exist.
- b. The anticipated price will be determined fair and reasonable using standard price analysis techniques described in [FAR Part 13](#) and [NAVSUPINST 4200.85D](#).

Project Officer

Date

Contracting Officer

Date



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Exhibit 6-F: DD254 Security Classification

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING	
				a. FACILITY CLEARANCE REQUIRED	
				b. LEVEL OF SAFEGUARDING REQUIRED	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>		
<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER		<input checked="" type="checkbox"/>	a. ORIGINAL <i>(Complete date in all cases)</i>	
<input type="checkbox"/>	b. SUBCONTRACT NUMBER		<input type="checkbox"/>	b. REVISED (Supersedes all previous specs)	Revision No.
<input type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER	DUE DATE (YYMMDD)	<input type="checkbox"/>	c. FINAL <i>(Complete item 5 in all cases)</i>	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO. If yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input type="checkbox"/> NO. If yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and ZIP Code)</i>		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and ZIP Code)</i>		
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and ZIP Code)</i>		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION				a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	
b. RESTRICTED DATA				b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION				c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
d. FORMERLY RESTRICTED DATA				d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
e. INTELLIGENCE INFORMATION:				e. PERFORM SERVICES ONLY	
(1) Sensitive Compartmented Information (SCI)				f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	
(2) Non-SCI				g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
f. SPECIAL ACCESS INFORMATION				h. REQUIRE A COMSEC ACCOUNT	



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g. NATO INFORMATION			i. HAVE TEMPEST REQUIREMENTS		
h. FOREIGN GOVERNMENT INFORMATION			j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		
i. LIMITED DISSEMINATION INFORMATION			k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		
j. FOR OFFICIAL USE ONLY INFORMATION			l. OTHER (Specify)		
k. OTHER (Specify) See separate sheet for additional information			See separate sheet for specific locations for overseas performance (11f).		

12. PUBLIC RELEASE. Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public release shall be submitted for approval prior to release

Direct

Through (Specify):

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.

*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes: to challenge the guidance or classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any document/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

Yes

No



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15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. *(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)*

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
--------------------------	-----	--------------------------	----

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE <i>(Include Area Code)</i>
--------------------------------------	----------	-----------------------------------------

d. ADDRESS *(Include ZIP Code)*

17. REQUIRED DISTRIBUTION

<input type="checkbox"/>	a. CONTRACTOR
<input type="checkbox"/>	b. SUBCONTRACTOR
<input type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
<input type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER
<input type="checkbox"/>	f. OTHERS AS NECESSARY

e. SIGNATURE



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PROCESS FOR THE FLOW OF DD 254

Requirements:	- A DD 254 is required when a procurement package (either pre or post award) requires access to, or generation of classified information by a contractor.
Activity (Customer - COR)	- Has a requirement that includes the contractor having access to classified material
Activity (Customer – COR)	- Generates draft Statement of Work (SOW) and DD 254 with attachments for solicitation process. - DD 254 will include purchase request number in Block 2c (Provided by RCO) and is forwarded to the Command Security Manager (B 054) with Attachment(s) and a copy to the SOW for review/signature and return to the activity.
Activity (Customer – COR)	- Forward completed DD 254 to Regional Contracting Officer (RCO) for processing. (DD 254 must be signed by a Security Specialist (080/COR) prior to submission to RCO).
Regional Contracting Office	- Determines Awardees - Generates contract - Assigns Prime Contract Number, to include expiration date in (Block 2a) of DD 254 (Note: expiration date shall include all option periods.) - Completes block 6a, 6b and 6c of the DD 254. - Forwards DD254 to Command Security Manager (B 054) (Attn: Ms. Veronica Powell), for review/signature. - If an option is not exercised, notify the Security Manager at the conclusion of the contract
Command Security Manager	- Verifies/Corrects contractor information on DD 254 - Signs DD 254 (Retain copy/forward copy to CMCC) - Returns original DD 254 to Activity for action as appropriate*

*Process is the same once bid is completed and **Original** contract is generated.

* If contractor desires to hold classified material beyond the expiration of a contract, they must request authorization in writing. Activity COR will prepare **Final** DD 254 for signature by the Command Security Manager (Security Specialist/COR). Final Signed copy of DD 254 is sent to RCO, CMCC and interested parties.



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Exhibit 6-G: Source Selection Plan Template (Services, PRs Over \$100K and Under \$10M) CMPG 1.11

SOURCE SELECTION PLAN FOR THE

 [insert Project Name]

Source Selection Authority (SSA)/ Contracting Officer	_____	Date	_____
	[insert name, code, title]		

Contract Specialist	_____	Date	_____
	[insert name, code, title]		

SSEB Chair	_____	Date	_____
	[insert name, code, title]		

Counsel	_____	Date	_____
	[insert name, code, title]		



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SOURCE SELECTION PLAN FOR THE _____[fill-in]_____ACQUISITION

1. PURPOSE

This Source Selection Plan (SSP) provides the evaluation scenario for the selection of the offeror(s) whose proposal(s) represents the "Best Value" to the Government to provide _____*[insert a short description of what will be procured]*_____ considering technical, cost, and other factors, consistent with the evaluation criteria specified in Section M of the Solicitation. This SSP provides guidance to the Source Selection Team members in the evaluation of offers submitted under this _____*[insert type of acquisition; e.g., unrestricted, small business set aside, or competitive or noncompetitive 8(a)]*_____ acquisition.

The Source Selection Team consists of the Source Selection Authority (SSA), the Contracting Officer, and the Source Selection Evaluation Board (SSEB), with support from Counsel. The Source Selection Team's responsibilities take precedence over their normal duties. This should be made known to each Team member and his/her supervisor prior to their appointment.

2. ACQUISITION STRATEGY

An Acquisition Strategy (AS) has been approved by the Contracting Officer pursuant to the Department of Navy Management and Oversight Process For the Acquisition of Services (MOPAS 2) policy.

The objective of this acquisition is to procure _____*[insert program description and what will be procured and include # of staff hours, type, and quantities of supplies or services to be delivered]*_____.

The evaluation of the _____*[insert type of acquisition; e.g., full and open competitive, small business setaside, competitive 8(a)]*_____ proposals submitted in response to the Request For Proposals (RFP) will be conducted on a Best Value basis, i.e., Cost/Technical tradeoffs.

The Government contemplates award of _____*[insert number of contemplated awards]*_____ *[insert contract type; e.g., Cost-Plus-Fixed Fee (CPFF), Fixed Priced Indefinite Delivery/Indefinite Quantity (IDIQ), Delivery Order (DO)]*_____ contract(s) with one base year period and _____ *[insert number of option years]*_____. The solicitation will require Offeror's proposals to price Options which will be included in the overall evaluation of offers for award in accordance with [Federal Acquisition Regulation \(FAR\) Subpart 17.2](#).

Special contract requirements, as defined in Section H of the solicitation are _____*[insert summary of such requirements such as: Organizational Conflicts of Interest; Security considerations; Installation Security Access; Government Property; any incentives or award fee or award term provisions; key personnel requirements; Ombudsman for Multiple Award Contracts; Unique Item*



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Identification or Radio Frequency Identification]_____. [For incentive contracts, attach the award fee or award term plan to the SSP as well as the proposed corresponding contract clauses.]

3. PROCUREMENT INTEGRITY

All personnel involved in the selection process are considered to be “Procurement Officials” and will be familiar with and comply with [FAR Part 3](#) and [Section 27](#) of the Office of Federal Procurement Policy Act ([41 U.S.C. 423](#)). The Contracting Officer and Counsel will brief the Source Selection Team on this area, the SSP contents, and procedures for conducting the source selection.

3.1 Statement of Non-Disclosure/OGE 450/Conflict Of Interest

All members of the Source Selection Team will complete a Non-Disclosure Agreement (Attachment 1), and provide it to the Contracting Officer before commencing their involvement. Participation in a Source Selection may also dictate the completion of an Office of Government Ethics (OGE) Form 450. The SSA or Contracting Officer will collect any Non-Disclosure Agreements, OGE 450s, and Conflict of Interest Certifications required.

3.2 Recusal

The Contracting Officer will review all Non-Disclosure Agreements and/or OGE 450 for possible conflicts of interest. If an actual or potential conflict of interest is found to exist, the Contracting Officer, after consulting with Counsel, will recuse the person from participation in the selection process.

4. SOURCE SELECTION ROLES AND RESPONSIBILITIES

In accordance with [FAR 15.002](#), the Source Selection process is intended to minimize the complexity of the solicitation, the evaluation, and the source selection decision, while maintaining a process designed to foster an impartial and comprehensive evaluation of offerors’ proposals, leading to selection of the proposal representing the best value to the Government.

4.1 Source Selection Organization

The organization for the Source Selection Team is as follows:

- (a) SSA/Contracting Officer –
Contract Specialist -
- (b) Source Selection Evaluation Board (SSEB): Chair: [insert name, code]
SSEB Members:
 [insert name, code]
 [insert name, code]
 [insert name, code]
 [insert name, code]



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4.2 Source Selection Team Responsibilities

4.2.1. Source Selection Authority (SSA)/Contracting Officer

The Contracting Officer shall serve as the SSA. The SSA is responsible for making the source selection decision. The SSA will ensure that the entire source selection process is properly and efficiently conducted in accordance with this SSP and applicable regulations.

The SSA is also responsible for: ensuring that an evaluation group structure is established and properly employed; providing appropriate guidance and special instructions for the conduct of the evaluation and source selection process, as defined in Section L&M of the solicitation; ensuring that conflicts of interest, the appearance of conflicts of interest, and the premature or unauthorized disclosure of source selection information are avoided; making the source selection decision after review and consideration of all information and data; ensuring that the final source selection decision and supporting rationale are adequately documented before contract award is announced; executing a document summarizing the rationale for the award decision (generally the Business Clearance Memorandum (BCM)); and authorizing award of the contract(s).

In addition, the Contracting Officer is responsible for: preparing the Solicitation consistent with the SSP and applicable regulations, as well as any resulting contract award documents; ensuring the proper and effective conduct of the evaluation and selection process in accordance with this plan; determining the competitive range and conduct discussions, if required; and distributing proposals and any other necessary documentation to the Source Selection Team.

The Contracting Officer will be the sole person through whom communications with Offerors are conducted (i.e., clarifications/discussions) and will decide whether, and under what circumstances, source selection material will be released. The Contract Specialist will assist the Contracting Officer in the performance of his/her duties.

4.2.2. Chairperson, Source Selection Evaluation Board (SSEB)

The Chairperson will participate in the evaluation and will convene, preside over, and ensure proper conduct of the SSEB. The Chairperson will ensure safekeeping of the proposals and working papers and will coordinate the preparation of a detailed technical SSEB report, which consolidates the independent proposal evaluations by all members of the SSEB.

SSEB Report: The SSEB report will summarize and rate each proposal for each evaluation factor and subfactor, discussing the strengths, weaknesses, deficiencies and risks in each proposal. The report will also state those areas in which a proposal fails to conform to RFP requirements, as well as whether additional information is required to resolve uncertainties or ambiguities in the proposal. In the event a proposal fails to conform to the RFP requirements, the report will also state whether, in the SSEB's opinion, the deficiencies can be corrected following discussions with a reasonable amount of effort, or whether the proposal would instead require major revisions to meet program requirements stated in the RFP. The report will be signed by all SSEB members. If the SSEB is unable to reach unanimous agreement on the content of the



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report, the SSEB Chairperson will forward minority reports prepared by the dissenting member(s) to the SSA.

4.2.3. Source Selection Evaluation Board (SSEB)

The SSEB will evaluate each non-cost/price portion of an Offeror's proposal and oral presentation (if required) in accordance with the SSP and Sections L and M of the RFP. The SSEB will provide a written narrative identifying proposal areas which are deficient or in need of clarification or substantiation and rate the proposals in accordance with the guidelines set forth herein. Proposals requirements are documented in Section L – Instructions to Offerors. Evaluation criteria are documented in Section M – Evaluation Factors for Award.

The SSEB will provide suggested topics for discussions, if discussions are held. The SSEB will provide such briefings and consultations concerning the evaluation as required by the SSA. The SSEB will not have access to cost information during their evaluation. The Contracting Officer, however, in consultation with the SSEB Chairperson may decide to make limited cost information available to corroborate certain information in either an Offeror's technical or cost proposal. The SSEB's evaluations and ratings are documented in the forms provided as Attachment 2.

4.2.4. Cost/Price Analysis Team (C/PAT)

The Contract Specialist/Contracting Officer will address all cost/price data and negotiations within the BCM.

4.2.5. Past Performance Evaluation Team (PPET)

The Contract Specialist/Contracting Officer will address all past performance information within the BCM.

4.2.6. Counsel

A member of local Field Counsel will be appointed as a non-voting member. Counsel will assist in the preparation of the RFP (specifically Sections L and M) and SSP; provide background and opinions on the legal aspects of the source selection process; review the SSEB report for legal sufficiency; and review the proposed contract(s) for form and legality prior to award.

5. NON-GOVERNMENT PERSONNEL

5.1 Prohibitions

Non-government advisors are prohibited from proposal rating, ranking, or recommending the selection of a source as a participating voting member on a SSEB as this is an inherently Government function ([FAR 7.503](#)). Approval for use of Contractor personnel as evaluators requires an approved written determination in accordance with [FAR 37.204](#) and [NMCARS 5237.204](#). Also, advisors are normally not allowed to participate in oral presentations or discussions, but may attend if the need and justification for such advisor's participation is addressed and approved in the AS and SSP. Any support Contractor approved to participate in the Evaluation process is required to complete a Non-Disclosure Agreement prior to



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participation. Non-Government advisors are normally not allowed to participate in Government decision-making meetings unless invited by the chairperson(s) to be present during a particular portion of the meeting when they may be called upon to provide specific technical information.

5.2 Organizational Conflict of Interest (OCI)

OCI clauses are included in contracts when non-Governmental technical advisors have been approved in accordance with the above paragraph to provide support to this source selection. The OCI clauses require the companies and individual non-Government advisors to protect Offeror proprietary data and Government source selection information and prohibit the companies from otherwise participating as an Offeror, a subcontractor, or as a consultant to an Offeror/subcontractor in relation to this acquisition.

5.3 Notification to Offerors

Provisions will be included in the RFP to provide notice to prospective Offerors that contractor personnel will be used and the manner in which they will be used, and provide the Offeror an opportunity to object to the release of proposal information.

6. RULES OF CONDUCT

All source selection participants will adhere to the following rules of conduct:

- (a) Do not discuss proposals, findings, recommendations, etc., outside working places or within hearing range of individuals not participating in the source selection. This is especially true when in lunchrooms, at public gatherings, in restrooms, on public conveyances, or among personal friends or colleagues who are not participants.
- (b) Do not assume it is safe to discuss the source selection because you are among Government employees or in Government buildings.
- (c) Do not accept an invitation from an Offeror or Offeror's personnel to participate in any event/function, regardless of how remote it may be from the source selection process, without consulting and obtaining the approval of Counsel. Standards of conduct/conflict of interest questions should be referred to Counsel as soon as they arise.
- (d) Do not discuss any part of the source selection with anyone who is not a member of the Source Selection Team, even after announcement of a winning Contractor. This rule is applied regardless of the rank or position of the inquirer, except with written permission of the SSA and Contracting Officer.
- (e) Do not discuss the procurement with any person who is not part of the Source Selection Team. Do not confirm your participation in the evaluation, the number or identities of evaluators, the number or identities of Offerors, or any other information related to the procurement, no matter how innocuous or trivial it may seem. Any contact from persons not



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involved in the source selection process should be reported immediately to the SSA and the Contracting Officer.

(f) Do not engage in prohibited conduct (e.g., knowingly furnishing source selection information, revealing an Offeror's price without that Offeror's permission, revealing an Offeror's technical solution, and revealing the source(s) of past performance information). (See [FAR 15.306\(e\)](#).)

7. SECURITY OF PROPOSALS AND SOURCE SELECTION INFORMATION

The sensitivity of competitive source selection information dictates absolute security throughout the entire proceedings, including the actions of all personnel associated with the evaluation and administration of proposals, the deliberations of the various boards, and presentations to higher authority. Unauthorized disclosure of source selection information is against the law and can be damaging to the Marine Corps' interests, both in terms of (1) criticism resulting from failure to conduct business affairs properly and (2) the loss of the competitive environment essential to the source selection process. Accordingly, Source Selection Team members will take appropriate steps to ensure that proposals and other source selection information are adequately safeguarded. To properly safeguard source selection information and protect it from unauthorized disclosure, these procedures will be followed (see [FAR 3.104-4](#)):

- (a) The workspaces used for the evaluation will be secured in terms of privacy and controlled access.
- (b) All evaluation reports will be labeled “**Source Selection Information – See [FAR 2.101](#) and [FAR 3.104](#).**”
- (c) Prior to award, all working papers/rough drafts not required for retention in the official contract file will be shredded or placed in a burn bag for immediate destruction.
- (d) All field pricing information and other reports will be safeguarded.
- (e) All documentation within the work area will be secured at all times that it is not under the direct control of authorized persons.
- (f) The use of e-mail to send/receive any source selection sensitive information is discouraged to preclude accidental release.

Note: If at any time during the source selection an evaluator becomes aware that there has been an unauthorized release of source selection sensitive information, that evaluator should IMMEDIATELY inform the relevant Chair of his/her evaluation board, the Contracting Officer, and assigned Counsel.



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8. SOURCE SELECTION/EVALUATION PROCESS

The SSEB will evaluate proposals in accordance with the factors stated in Section M of the RFP, and will award to the responsible Offeror(s) whose proposal represents the “Best Value” to the Government.

To evaluate Cost/Technical, proposals will be evaluated using a _____[*insert either “Cost/Technical Tradeoff” or “Lowest Price Technically Acceptable”*]_____process. This process is appropriate because _____[*insert rationale based on requirement. For example, Cost/Technical Tradeoff is most often used when the requirement is not clearly defined or if there is a higher degree of performance risk, or when it is in the Government’s best interest to consider award to other than the lowest priced offeror or other than the highest technically rated offeror. Source selection based on Lowest Price Technically Acceptable is most often used when the requirement is clearly defined, and the risk of unsuccessful contract performance is minimal*]._____. [*For Cost/Technical Tradeoff state whether all evaluation factors other than cost or price, when combined, are significantly more important than, approximately equal to, or significantly less important than cost or price.*]

8.1 Evaluation of Non-Cost/Price Factors

In evaluating the technical portion of the proposals, the SSEB will evaluate the following technical factors and subfactors, as described in Section M of the RFP _____[*List factors and subfactors; e.g. for Cost/Technical Tradeoff - Technical Approach/Methodology: Quality of Proposed Solution, Quality of Proposed Performance Measures, Relevant Experience, Approach to Implementation; Personnel Qualifications: Key Personnel, Subcontractors; Management Plan: Management, Initial Staffing and Vacancy Filling, Phase-in Transition Plan, and Subcontracting Plan. Also address relative importance of each factor/subfactor, i.e., whether of equal importance or weighted.*] _____.

Section M provides greater detail and addresses each of the above factors and subfactors and the specific criteria that will be evaluated under each.

8.1.1 *Strengths/Weaknesses/Deficiencies*

[*Not applicable for Lowest Price Technically Acceptable.*]

In evaluating the technical factors and subfactors as described above, the SSEB will fully evaluate and document strengths, weaknesses, deficiencies, and potential discussion questions for each Offeror’s proposal.

8.1.2 *Adjectival Ratings for Technical Factors*

[*Not applicable for Lowest Price Technically Acceptable.*]

Based on the strengths, weaknesses, significant weaknesses, and deficiencies noted above, the SSEB will assign each technical factor/subfactor an adjectival rating using the following adjectival rating scale:



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EXCELLENT	Excellent in all respects; offers one or more significant advantages not offset by disadvantages; significantly exceeded performance or capability standards; performance areas assessed had very few minor issues or concerns; very good probability of success with overall very low degree of risk in meeting the Government’s requirements.
VERY GOOD	High quality in most respects; offers one or more advantages not offset by disadvantages; exceeded some performance or capability standards; the performance areas assessed had few minor issues or concerns; good probability of success with overall low degree of risk in meeting the Government’s requirements.
GOOD	Adequate quality; demonstrates good understanding of requirements and approach that meets performance or capability standards; performance areas assessed contain minor issues or concerns; moderate degree of risk in meeting the Government’s requirements.
MARGINAL	Overall quality cannot be determined due to errors, omissions or deficiencies; only marginally meets performance or capability standards necessary for minimal performance; high degree of risk in successfully meeting the Government’s requirements.
UNSATISFACTORY	Proposal contains major errors, omissions or deficiencies; fails to meet performance or capability standards; an unacceptably high degree of risk in meeting the Government’s requirements.

8.2 Mandatory Requirements [omit this item if there are no minimum standards that must be met]

The following are Mandatory Proposal Requirements as stated in Section M of the RFP____[*List any Mandatory Requirements or delete this section*]____. The SSEB will assign either a “Pass” or “Fail” rating when evaluating whether the Offeror has proposed to satisfy these specific mandatory requirements. Attachment 4-1 provides a template for evaluation of these requirements. [*Most often used for Lowest Priced Technically Acceptable evaluations. If you have no mandatory requirements that must be met, e.g., specific licenses or certifications required, then delete this paragraph.*]

8.3 Past Performance Evaluation

The Contract Specialist/Contracting Officer evaluate the Offeror’s past performance in accordance with Sections L&M of the solicitation, using the following adjectival rating scale:



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EXCELLENT	Performance <u>EXCEEDED MOST</u> contractual requirements to the Government's benefit. The performance of areas being assessed was accomplished with few minor issues or concerns.
VERY GOOD	Performance <u>EXCEEDED SOME</u> contractual requirements to the Government's benefit. The performance of areas being assessed was accomplished with few minor issues or concerns, for which the Contractor's corrective actions were highly effective.
GOOD	Performance <u>MET</u> contractual requirements. The performance of the areas being assessed contains minor issues or concerns, for which corrective actions taken by the Contractor were effective.
MARGINAL	Performance <u>MET SOME</u> contractual requirements. The performance of the areas being assessed includes significant problems, issues, or concerns for which corrective actions taken by the Contractor were only somewhat effective.
UNSATISFACTORY	Performance <u>DID NOT MEET</u> contractual requirement. The performance of the areas being assessed includes serious problems, issues, or concerns for which the Contractor's corrective actions were ineffective.
NEUTRAL	Performance information is not recent or relevant as defined in the Solicitation. This is neither a negative nor positive assessment.

8.5 Cost/Price Analysis

In evaluating the cost/price portion of the proposals, the Contract Specialist/Contracting Officer will evaluate the Offeror's proposed price/costs for completeness, reasonableness, and realism.

8.6 Factor Ranking-Technical and Non-Cost/Price Factors

In evaluating offers ____ [*rank factors in order of importance; eg., each sub-factor will be equally important among the other sub-factors within the corresponding factor. Each technical factor will be equally important among the other technical factors. Each past performance factor will be equally important among the other past performance factors. The overall technical factor will be considered equally important to the overall past performance factor.*]

The Offerors will receive one summary rating value for the non-cost proposals (Technical and Past Performance). All non-cost evaluation factors (these include all the Technical and Past Performance factors) when combined *are [select significantly more important than cost or price, equal to cost or price, or less important than cost or price]*.

9.0 Schedule of Significant Events

Milestones are addressed within the Acquisition Strategy.



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Attachment 1 – Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

I understand that in connection with my participation in __[fill-in]__ acquisition, I may acquire or have access to information relating to any aspect of that acquisition. I hereby agree that I will not discuss with or reveal to any representative of any governmental entity, business organization, other entity, or any individual person (except persons specifically authorized by the Contracting Officer), either within or outside the U.S. Government, any aspect of the __[fill-in]__ acquisition. The term “any aspect of the __[fill-in]__ acquisition” includes, but is not limited to, information contained (or to be contained) in any acquisition documentation created by the United States Marine Corps pursuant to [FAR Subpart 7.1](#), DoD Directive 5000.1, DoD Instruction 5000.2, DoD Regulation 5000.2-R, or SECNAVINST 5000.2B, requests for quotations/proposals, source selection information (as that term is defined in [FAR § 2.101](#)), trade secrets and other proprietary information ([18 U.S.C. §§ 1832, 1905](#)), the number and identity of Government personnel involved, and the schedule of key technical and acquisition events in the acquisition process. Except as specifically authorized by the Contracting Officer, release of such information is not authorized. I agree that this obligation shall continue both during the period of my current participation and thereafter.

I recognize that a significant factor in the successful and proper completion of the __[fill-in]__ acquisition is the strict confidentiality observed by all participants in the various evaluation, review, and discussion groups concerning all of the activities and procedures involved in acquisition development, and that failure to comply with these requirements may compromise the award decision. I acknowledge that the unauthorized release of acquisition information may result in the termination of my participation in this acquisition. Furthermore, I am aware that the unauthorized release of such information may subject me to criminal and civil penalties and adverse personnel actions.

In the event that I release any information described above or become aware that someone else has released such information, I agree to so advise the Contracting Officer. When advising the Contracting Officer, I will provide him/her with the following information: (1) the business organization or other entity, or individual person, to whom the information in question was divulged, (2) the identity of the person that disclosed the information, and (3) the content of the information.

I further affirm that if I am notified of the identity of Offerors, their subcontractors, joint venture partners, and team members by whatever means, I will (1) disclose to the Contracting Officer and to HQMC Office of Counsel whether I or any member of my immediate family* have any holdings or interest whatsoever in any Offeror, their subcontractors, joint venture partners, or team members, and (2) if I or a member of my immediate family* acquire holdings or interest in any Offeror, their subcontractors, joint venture partners, or team members, notify the Contracting Officer and will not participate in any aspect of the __[fill-in]__ acquisition unless authorized to do so by the Contracting Officer and HQMC Office of Counsel. If I am an HQMC employee and



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have been required by the Contracting Officer to complete the OGE Form 450 or SF 278, a copy of my most recent OGE Form 450 or SF 278 is on file or is to be submitted prior to my participation in the __[fill-in]__ acquisition.

Signature and Date

Organization and Department/Office Code

Printed Name

Phone Number

* The interest of a spouse, minor child, or other member of the employee's immediate household is reported in the same manner as an interest of the employee.



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Attachment 2 – Evaluation Sheet

SEB INDIVIDUAL SUBFACTOR EVALUATION SHEET

EVALUATOR: _____

OFFEROR: _____

FACTOR: _____

SUBFACTOR: _____

RATING: _____

STRENGTHS:
WEAKNESSES:
DEFICIENCIES:
PROPOSED DISCUSSION QUESTIONS:



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Exhibit 6-H: Organizational Conflict of Interest

HQMC Sample OCI Clauses

ORGANIZATIONAL CONFLICT OF INTEREST (SPECIFICATION PREPARATION)

(a) This contract, in whole or in part, provides for the Contractor to draft and/or furnish specifications in support of _____ [*Contracting officer identify system or program*]. Further, this contract may task the Contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions in support of _____ [*Contracting officer identify program*]. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as defined by [FAR 9.505-2](#).

(b) During the term of this contract and for a period of _____ [*Contracting officer insert period of time after contract completion that contractor will not be allowed to supply time*] after completion of this contract, the Contractor agrees that it will not supply as a prime contractor, subcontractor at any tier, or consultant to a supplier to the Department of Defense, any product, item or major component of an item or product, which was the subject of the specifications and/or work statements furnished under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) For the purposes of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate and any other successor or assignee of the contractor.

(d) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under [FAR 52.248](#). The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

(End of clause)

PRESCRIPTION: An Organizational Conflict of Interest clause for preparing specifications or work statements may be used whenever the Contracting Officer has reason to believe the conditions of [FAR 9.505](#) apply. The Contracting Officer needs to consider the input from the requiring activity, Legal Counsel and even the Contractor itself when considering the need for



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and nature of any potential Organizational Conflict of Interest (OCI) clause. The approval of the chief of the contracting office must be obtained in accordance with [FAR 9.506](#). It is only necessary for a potential conflict of interest to exist. The need for and nature of any potential conflict of interest will vary. Therefore, the Contracting Officer has discretion as to the specific language of this clause.

REFERENCE: [FAR 9.505-2](#)

ORGANIZATIONAL CONFLICT OF INTEREST (ACCESS TO PROPRIETARY INFORMATION)

(a) This contract provides for the Contractor to provide technical evaluation and/or advisory and assistance services in support of _____ [*Contracting officer insert system or program*]. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as described by [FAR 9.505-3](#) and [FAR 9.505-4](#).

(b) For the purpose of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor or assignee of the contractor.

(c) The Contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, which obligates the Contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreements to the Contracting Officer. The Contractor further agrees that such proprietary data shall not be used in performing additional work for the Department of Defense in the same field as work performed under this contract whether as a prime, consultant or subcontractor at any tier.

(d) The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The Contractor further agrees that it will not perform technical evaluations as described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct such technical evaluations on such products and to take no action unless directed to do so by the Contracting Officer.

(f) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the



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Contracting Officer, be cause for Termination for Default under [FAR 52.248-6](#). The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

(End of clause)

PRESCRIPTION: An Organizational Conflict of Interest clause for providing technical evaluation or advisory and assistance services or obtaining access to proprietary information may be used whenever the Contracting Officer has reason to believe the conditions of [FAR 9.505](#) apply. The Contracting Officer needs to consider the input from the requiring activity, legal counsel and even the contractor itself when considering the need for and nature of any potential Organizational Conflict of Interest (OCI) clause. The approval of the chief of the contracting office must be obtained in accordance with [FAR 9.506](#). It is only necessary for a potential conflict of interest to exist. The need for and nature of any potential conflict of interest will vary. Therefore, the Contracting Officer has discretion as to the specific language of this clause.

REFERENCE: [FAR 9.505-3](#) and [FAR 9.505-4](#)

EXISTING ORGANIZATIONAL CONFLICT OF INTEREST

(a) Definitions.

(1) “Contractor” means the firm signing this contract.

(2) “Supplier” means a firm, or a firm’s subsidiaries, its parent corporation or subsidiary of the parent corporation, that is engaged in, or having a known prospective interest in the furnishing of _____ [*Contracting officer insert name of the item being furnished*] in support of which, tasks will be performed under this contract.

(3) “Affiliates” means employees, directors, partners, participants in joint ventures, parent corporation, parent corporation subsidiaries, any entity into or with which the contractor may subsequently merge or affiliate, any other successor or assignee of the prime contractor and subcontractors.

(4) “Interest” means direct or indirect business or financial interest.

(b) Warranty Against Existing Conflict of Interest. The contractor warrants that neither it nor its affiliates have any contracts with, or any material or substantial interests in the hardware or software suppliers. For any breach of this warranty, the Government shall have the right to rescind this contract without liability or, at its discretion, terminate this contract for default. In such circumstances, the contractor shall not be entitled to reimbursement of any cost incurred in performing this contract or payment of any fee thereunder. Further, such shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.

(End of clause)



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PRESCRIPTION: Use in solicitations and contracts where the Contracting Officer has determined that such clause is necessary for avoiding, neutralizing, or mitigating a significant potential organizational conflict of interest involved in contract performance. Use with “Notice of Organizational Conflict of Interest” provision in Section L. This clause requires approval from the Chief of the contract office and legal counsel.

REFERENCE: [FAR 9-502](#)
NAVSUP Interim Clause Book H09-12



NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST

The offeror’s attention is directed to [FAR Subpart 9.5](#) as this Solicitation contains a clause in Section H relating to organizational conflicts of interest.

If applicable, prospective offerors are requested to furnish with their proposals information that may have a bearing on any existing or potential conflict of interest.



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Exhibit 7-A Economy and Non-Economy Act Guidance

Use of Non-DoD Contracts – Interagency Acquisitions Under the Economy Act

In developing an Acquisition Strategy, the Requirement Official, Fiscal Officer, Contract Specialist, and the Contracting Officer determine the best means to fulfill the requirement. The RCO's mission is to negotiate contracts tailored to meet the Requirement Official's needs. Occasionally other contracts may provide a more efficient and cost effective means of fulfilling the requirement. Non-Marine Corps/Non-DoD contracts can be an effective means of supporting the USMC mission. This determination can be made by considering some important factors:

- Does use of this contract satisfy customer requirements, meet program schedule, prove cost effective, and consider contract administration?
- Are the tasks to be accomplished or supplies to be procured within the scope of the Non-Marine Corps/Non-DoD contract?
- Will the funding be used within appropriation limitations in terms of purpose, time and amount?
- Will unique terms, conditions, and requirements be provided to the assisting agencies for incorporation into the contract to comply with all applicable DoD-unique statutes, regulations, directives and other requirements?
- Has data been collected on the use of assisted acquisitions for analysis?

Non-Marine Corps contracts may *not* be used to avoid funding limitations or as an eleventh hour fix for poor acquisition planning. The transfer of funds should not be the default position of the Marine Corps. Requirements Officials should make every effort to satisfy the requirement using Marine Corps resources and, in the process, avoid payment of unnecessary fees which every Non-Marine Corps contracting agency will charge you. This objective can only be achieved if Requirement Officials identify their needs and initiate the acquisition and coordination well in advance with the Comptroller, RCO, and Legal Counsel. The RCO should negotiate all fees requested by the Assisting Agency to ensure reasonableness.

The following definitions are frequently used in Direct and Assisted Acquisition procedures:

“Assisting Activity” means the department/agency/activity outside of the Marine Corps with contracting responsibility for a Marine Corps requirement.

“Assisted Acquisition” means a contract awarded or a task or delivery order placed on behalf of the Marine Corps by an official of the United States outside of the Marine Corps. This may also include situations in which the assisting agency provides the support themselves.



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“Direct Acquisition” means a task or delivery order above the Simplified Acquisition Threshold placed by a Marine Corps Contracting Officer/Ordering Officer against a contract vehicle established outside of the DoD.

“DoD Agency” means Army, Navy, Air Force and DoD Agencies such as the Defense Logistics Agency.

“Economy Act Order” means orders involving funds transfers using the authority of the Economy Act, [31 USC 1535](#).

“Interagency Acquisition” means a procedure by which an agency needing supplies or services (the requiring agency) obtains them from another agency (the assisting agency).

“Micro-Purchase Threshold” currently means \$3,000, except it means—

1. \$2,500 for acquisitions of services subject to the Service Contract Act;
2. \$2,000 for acquisitions of construction subject to the Davis-Bacon Act;
3. As otherwise specified in [FAR 2.101](#).

“Non-DoD Agency” means any Federal agency outside of the DoD.

“Non-Economy Act Order” means orders involving funds transfers using authority other than the Economy Act, the most commonly used authorities being the General Services Administration (GSA) Acquisition Services Fund or Franchise Funds.

“Non-Marine Corps Contracts” means contracts awarded by an official outside the Marine Corps. These include optional use Federal Supply Schedules, Blanket Purchase Agreements (BPA) issued against Federal Supply Schedules, and other contracts/schedules awarded outside the Marine Corps.

“Requiring Individual” means the individual in the organization responsible for identifying and fulfilling the requirement.

“Requiring Activity Supporting Contracting Office” means the Marine Corps contracting activity normally providing contracting support to the requiring organization.

“Simplified Acquisition Threshold (SAT)” currently means \$100,000 except as further defined in [FAR 2.101](#).



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For Assisted Acquisitions, MCFCS Contracting Officers in concert with the cognizant Comptroller must ensure the appropriate Determination and Findings (D&F) is completed (see [CMPG 1.7.8](#) and [CMPG 1.5.1](#)).

Reporting

CCOs must report all Assisted Economy Act Orders and Non-Economy Act Orders that they or Contracting Officers under their supervision have approved during the previous fiscal year. All such Orders shall be maintained in a central location to facilitate preparation of this report. The report will be sent to ADC, I&L (Contracts) no later than 15 November after the close of each fiscal year. See [MAPS 17.503\(f\)](#) and **the Required Report Format for Assistaed Economy Act Orders and non-Economy Act Orders which can be found in Section 1.5.1 of the CMPG <http://www.hqmc.usmc.mil/CMPG>.**

The following table provides thresholds and approval authorities for Economy Act and Non-Economy Act Orders and for Direct Acquisitions for the MCFCS [CMPG 1.5.1](#) page 8):

APPROVAL MATRICES FOR ECONOMY ACT AND NON-ECONOMY ACT ASSISTED ACQUISITIONS

Economy Act Orders

\$ Amount	Assisting Agency	Approval Authority	Reference
> Micro-purchase threshold - \$5M	DoD Agency	Contracting Officer	FAR 17.500; DFARS 217.500(b); NMCARS 5217.503(c)(i)(A) & (B)
> \$5M	DoD Agency	ADC, I&L(Contracts) SES	NMCARS 5217.503(c)(i)(A) & (B)
> Micro-purchase threshold - \$50M	Non-DoD Agency	ADC, I&L(Contracts) SES	NMCARS 5217.503(c)(i)(B) & NMCARS 5217.7802
> \$50M - \$500M	Non-DoD Agency	DASN(A&LM)	NMCARS 5217.7802
> \$500M	Non-DoD Agency	ASN(RDA)	NMCARS 5217.7802



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Non-Economy Act Orders CMPG 1.5.1 Format Required

\$ Amount	Assisting Agency	Approval Authority	Reference
< SAT	Non-DoD Agency	Comptroller – approve MIPR or NAVCOMPT form (No formal D&F required.)	ASN(FM&C) memo of 31 Jan 07
> SAT - \$5M	Non-DoD Agency	Contracting Officer	NMCARS 5217.7802
> \$5M - \$50M	Non-DoD Agency	ADC, I&L(Contracts) SES	NMCARS 5217.7802
> \$50M - \$500M	Non-DoD Agency	DASN(A&LM)	NMCARS 5217.7802
> \$500M	Non-DoD Agency	ASN(RDA)	NMCARS 5217.7802

DIRECT ACQUISITIONS CMPG 1.5.1

\$ Amount	Assisting Agency	Approval Authority	Reference
> SAT	Use of any non-DoD contract vehicle by a Marine Corps Contracting Officer	BCM approval official	DON Guidelines for Proper Use of Non-DoD Contracts of 14 Dec 04

For more information on the proper use of Interagency Acquisitions Under the Economy Act and Non-Economy Act, see [MAPS Subpart 17.5](#) and [CMPG 1.5](#). See also the [Interagency Funds Transfer Checklist](#) as well as the [Joint LB PR Policy Letter on Assisted Acquisition dated: 11 May 07](#), which contains the policy memo dated 31 January 2007 authorizing the MAPS change as well as the OASN(FM&C) memo regarding Advanced Payments dated 30 Mar 2007.



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See also the [DoD IG Audit Report No. D-2007-042 dated January 2, 2007 - Potential Antideficiency Act Violations on DoD Purchase](#). It discusses “widely misunderstood” guidance on funding acquisitions made through non-DoD agencies and DoD FMR requirements regarding reviewing and investigating potential Antideficiency Act violations



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Exhibit 7-B: Determinations and Findings (D&F) ([CMPG 1.5.1](#))

Determinations & Findings (D&F) Template for Assisted Acquisitions

Use the template outlined below for assisted acquisitions made through DoD agencies and non-DoD agencies.

Tailor all aspects of this template to the individual acquisition and ensure that any template areas providing instructions (e.g. italicized, red language) are deleted prior to submitting a completed D&F. When preparing the D&F, use Contracting Office letterhead.

Note that DoD agencies include, but are not limited to, Army, Navy, Air Force, DLA, DAPS. Non-DoD Agencies include, but are not limited to, Federal Civilian Agencies to include their Franchise Funds - GSA, Agriculture, Commerce, Energy, Treasury.

Insert Control No. In Right Header [e.g., MCI-East 10001]

Choose “Economy Act Order” or “Non-Economy Act Order”

Determination and Findings

For Economy Act Order Authority, Cite the following:

“31 U.S.C. 1535; Sec 854 FY05 NDAA; Sec 813 FY06 NDAA; FAR 17.5; DFARS 217.5, 217.78; MAPS 17.503; DASN(ACQ) memo of 1 Dec 06 “Acquisition of Services – MOPAS 2”; OASN(FM&C) memo of 30 Mar 07 ”Advance Payments to Non-DoD Federal Agencies for Interagency Acquisitions.”

For Non-Economy Act Order Authority, Cite the following:

“Sec 854 FY05 NDAA; Sec 813 FY06 NDAA; DFARS 217.78; USD(C) memo of 16 Oct 06 “Non-Economy Act Orders”; OASN(FM&C) memo of 31 Jan 07 “Non-Economy Act Orders with Non-DoD Agencies”; DASN(ACQ) memo of 1 Dec 06 “Acquisition of Services – MOPAS 2”; OASN(FM&C) memo of 30 Mar 07 ”Advance Payments to Non-DoD Federal Agencies for Interagency Acquisitions.”

FINDINGS

1. Requiring Office. *Provide the name of the requiring office, including the Requiring Individual in the following format.*

- a. Name of Activity:
- b. Activity Mailing Address:
- c. DoD Activity Address Code (DoDAAC) for requiring office:



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d. Requiring Individual name, telephone, and e-mail address:

2. Assisting Agency. *Provide the name of the Government Agency that will receive the funds and provide or procure the required goods or services. Provide the name of the assisting agency in the following format.*

a. Name of Agency:

b. Address of Agency:

c. Name of Agency Point of Contact (POC) or Contracting Officer:

d. Telephone and e-mail address of POC or Contracting Officer:

3. Service Provider. *Describe how the Assisting Agency will perform the requirement, e.g., by means of a contract or by use of its own resources. For services acquisitions, provide the following pursuant to Table 3 of ASN(RD&A) policy memo of 01 December 2006:*

a. Types and amounts (man hours) of services acquired.

b. Type of contract vehicle (i.e., fixed price/cost-type/T&M).

c. Whether or not the contract action was performance based.

d. Extent of competition received in placing the action. Where practicable, include the number of offerors, contractor name, and contract number to be utilized.

e. Whether the contractor is a large business, an educational or non-profit, a small business and type of small business (i.e., small business, small disadvantaged, woman-owned, HUB-zone, etc. ([FAR Part 19](#))) or a required source of supply ([FAR Part 8](#)).

4. Non-Economy Act Order Authority. *For Non-Economy Act Orders only, provide the statutory authority for the GSA Acquisition Services Fund or the Franchise Fund. For Economy Act Orders, insert "N/A."*

5. Description of the Requirement. *Provide a description of the type of goods or services to be provided or procured. Details concerning the requirement will be explained in the following format.*

a. The Requirement. *The Requiring Individual is to provide a firm, clear, specific, and complete description of the goods or services to be ordered. The use of generic descriptions is not acceptable. In addition, attach a copy of the specification (for supplies) or Performance Work Statement (PWS) (for services). For services attach a copy of the Quality Assurance Surveillance Plan (QASP).*



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b. Acquisition Planning and Market Research. *Provide documented evidence of the Acquisition Planning and Market Research that was conducted in accordance with [FAR Part 7 and 10](#).*

c. Cost Estimate. *Provide an Independent Government Cost Estimate for the requirement and the basis for that estimate.*

d. Performance or Delivery. *Provide specific performance or delivery requirements, e.g., delivery dates, or for services include proposed period of performance.*

e. Contracting Officer's Representative (COR). *Identify the Government Official who will be the COR for the requirement who will oversee the performance and accept the services to be provided. The COR must be properly trained and appointed in writing by the Contracting Officer.*

f. DoD-Unique Terms and Conditions. *Provide any terms, conditions, and requirements to comply with DoD/DON-unique statutes, regulations, directives and other requirements, e.g., [10 U.S.C. 2410a](#) - severable services; Berry Amendment.*

6. Certification of Funding Data by Comptroller.

a. *Provide a statement as to the funds to be used for the requirement to include Fiscal Year (FY), Type of Funds, and Dollar Amount, e.g., FY07, O&M,MC; PMC; RDT&E; and \$11.5M. A table will be used to describe a situation where more than one year or type of funds will be used to support the requirement. A sample table is provided below.*

Fiscal Year	Type of Funds	Amount
2007	O&M,MC	\$12.2M
2008	O&M,MC	\$12.4M
2009	O&M,MC	\$12.7M

b. *Certify that the funds cited on the order serve a bona fide need arising, or existing, in the fiscal year or years for which the appropriation is available for obligation.*

c. *Certify that the type of funding provided is appropriate for the goods or services being acquired.*

d. *Certify that funds will be deobligated as outlined in enclosure (1), paragraph D.2. of the OASN(FM&C) memo dated 31 January 2007.*

e. *If the General Services Administration (GSA) Acquisition Services Fund or a Franchise Fund is to be used, and advance payment is contemplated, cite the specific statutory authority that authorizes the Marine Corps to agree to the advance payment. See the OASN(FM&C) memo*



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of 30 Mar 07 “Advance Payments to Non-Department of Defense Federal Agencies for Interagency Acquisitions.”

7. Cost/Fees. *Identify fees, if any, negotiated by the Marine Corps Contracting Officer that are to be charged by the Assisting Agency to process and administer the order. Include fee percentage and estimated dollars. If for more than one year, use the table format below.*

Fiscal Year	Administrative Fee to Assisting Agency Percentage	Administrative Fee to Assisting Agency Dollar Amount
2007	2%	\$24.4K
2008	2%	\$24.8K
2009	2%	\$25.4K

8. Justification and Rationale for the Action. *Explain why the use of an Economy Act Order or Non-Economy Act Order is in the best interest of the Marine Corps in terms of the following.*

Address whether the Assisting Agency: (A) Will satisfy the requirement under an existing contract the Assisting Agency has in place to meet its own needs; (B) Has capabilities or expertise to enter into a contract for the requirement the Marine Corps does not have; and/or, (C) Has the capability to perform and will perform the requirement with its own resources. Regardless of which rationale is used, address how the approach supports the following:

- a. Satisfying Marine Corps customer requirements;*
- b. Cost effectiveness (taking into account discounts and fees);*
- c. Delivery schedule;*
- d. Non-availability of suitable contracts within the Marine Corps;*
- e. Ease of contract administration and any other applicable considerations.*

DETERMINATION

A. The use of an *insert* “Economy Act Order” or “Non-Economy Act Order” is in the best interest of the Government.

B. This requirement cannot be obtained as conveniently or economically by contracting directly with a private source.

C. DoD/DON unique terms and conditions were provided to the assisting agency and will be included in the contract award.



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D. Funding is available and appropriate for the acquisition.

If the assisting agency will be contracting for the goods and services, choose at least one of the following and insert as paragraph E in the Determination section of the D&F:

E. The acquisition will appropriately be made under an existing contract of the Assisting Agency, entered into before placement of this *insert* “Economy Act Order” *or* “Non-Economy Act Order”, to meet its own requirements for the same or similar services. Goods or services being ordered are within the scope of the basic contract.

F. The Assisting Agency has capabilities or expertise to enter into a contract for this requirement that is not available within the Marine Corps.

G. The assisting agency is specifically authorized by law or regulation to purchase this requirement on behalf of other agencies.



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Note 1: Department of the Navy review and approval requirements for the Management and Oversight Process for the Acquisition of Services (Revised) (MOPAS 2) are satisfied concurrently with the approval of this D&F. ([NMCARS 5237.170-2\(a\) and \(b\)](#))

INSTRUCTIONS FOR APPENDIX L

REFERENCES

BASIC AUTHORITIES

- (a) Economy Act [31 USC 1535](#)
- (b) Section 854 of the FY2005 NDAA
- (c) ASN(RD&A) Subj: Acquisition of Services of 1 Dec 06
- (d) ASN(FM&C) memo Subj: Non-Economy Act Orders with Non-DoD Agencies of 31 Jan 07 with enclosure (1)
- (e) ASN(FM&C) memo Subj: Administrative and Internal Controls for Non-Economy Act Interagency Agreements of 28 Feb 07
- (f) OASN(FM&C) memo of 30 Mar 07 "Advance Payments to Non-Department of Defense Federal Agencies for Interagency Acquisitions"
- (g) [FAR 17.5](#) & [DFARS 217.5](#)

1. When working with this guidance, it is important to remember that unless authorized by law, transfers of funds between Federal agencies and instrumentalities are prohibited by law. See [31 U.S.C. § 1532](#).

a. Recognizing that there are occasions where it might be more advantageous for one Federal agency to make purchases for another, Congress enacted the Economy Act, [31 U.S.C. § 1535](#), reference (a), which permits one Federal agency to provide goods or services to another Federal agency, or to another account within the same agency, when the requirements of the Economy Act have been met. The Economy Act is an enabling piece of legislation and without it there would be no legal authority to transfer funds between Federal agencies.

b. "Non-Economy Act Orders" is a new term of art discussed in reference (d). Non-Economy Act Orders may be placed with a Federal agency that has the specific statutory authority to support other Federal agencies. Agencies like the General Services Administration (GSA) and the Department of Interior have been given the authority to support other Federal agencies through the Acquisition Services Fund in the case of the GSA and various Franchise Funds. A transfer of requirements and funds to one of these entities is technically not pursuant to the Economy Act, thus the term "Non-Economy Act Orders." The more commonly used Non-Economy Act authorities include, but are not limited to, the following:

(1) GSA Acquisition Services Fund. The Acquisition Service Fund was established by the General Services Administration Modernization Act that merged the General Supply Fund and the Information Technology Fund to carry out functions related to the uses of the Acquisition Services Fund including any functions previously carried out by the Federal



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Supply Service and the Federal Technology Service managed by General Services Administration.

(2) Franchise Funds. Generally, franchise funds are self-supporting business-like entities that provide support services common to Federal agencies. They operate on a reimbursable basis. Franchise Funds were first established by P.L. 103-356, Title IV, Sec 403 to provide common administrative support services on a competitive and fee basis. The pilots were to expire after 5 years, at the end of Fiscal Year 1999, but have been extended several times. The following Federal agencies have, or have had, Franchise Funds. Statutory authority follows the fund type:

- (i) Department of Interior – GovWorks; [31 USC 501](#)
- (ii) Department of the Treasury – FedSource; [31 USC 322](#)
- (iii) Department of Health and Human Services (HHS) – Unified Financial Management System (UFMS) Program; [31 USC 501](#)
- (iv) Department of Commerce – Office of Computer Services; [31 USC 501](#)
- (v) Environmental Protection Agency (EPA); [31 USC 501](#)
- (vi) Department of Veterans Affairs (VA); [38 USC 301](#)
- (vii) Department of Homeland Security (DHS); [31 USC 501](#)

(3) Those transfers made to Non-DoD agencies, but not to their respective Franchise Funds, must comply with the Economy Act, reference (a).

c. Economy Act and Non-Economy Act Orders have in common the requirement to prepare written justifications before funds may be transferred from one Federal agency to another. These justifications, the Determinations and Findings (D&F), must be completed before any funds can be transferred.

2. A coordinated approach among requirements generators, comptrollers, contracting officers, and legal counsel must occur to identify the most efficient means to satisfy a requirement while simultaneously satisfying our requirements to comply with applicable laws and regulations. Without this coordinated effort, it will be impossible for the Marine Corps to efficiently and effectively acquire its requirements and conserve its limited financial resources.

a. Transferring funds to other agencies should not be the default position of the Marine Corps. Instead, we should make every effort to satisfy the requirement in-house and thereby avoid payment of unnecessary fees. The Marine Corps can only achieve this objective if requirements generators identify their needs and initiate the acquisition and coordination, well in advance, with the comptroller, contracting officer, and legal counsel.

b. Comptrollers must ensure that proper fiscal controls are applied to the funds they have been allocated. Among other things this includes certifying that the appropriate funding is available in terms of purpose, time, and amount.



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c. Although the guidance found in references (d) and (e) articulate the roles and responsibilities for all involved in the Non-Economy Act Order process, these procedures also satisfy and will be used for Economy Act Orders.



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Exhibit 8-A: Memo Requesting Exception for Fair Opportunity

Date: _____

MEMO TO FILE

From: _____, Project Office/Contracting Officer's Representative (COR)

To: _____, Contracting Officer

Via: _____, Contract Specialist

Subj: REQUEST FOR FAIR OPPORTUNITY EXEMPTION (NON-COMPETITIVE TASK ORDER AWARD) UNDER IDIQ CONTRACT M_____

Background: All services acquired under Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Contracts (MACs) are provided through award of Task Orders (TOs). MAC TOs are awarded under the authority of the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b). These references require all prime awardees under multiple award IDIQ contracts be given a "fair opportunity" to be considered for each Task Order. FASA/FAR identifies only four authorized exemptions to fair opportunity, which are listed below.

Results of Market Surveys: Detail the results of any market survey conducted, which would support the decision to waive the requirement for fair opportunity under a multiple award contract (i.e., if only one contractor is capable of providing the services document how this was determined).

Identification/Justification for Exemption: If the requirement qualifies for one of the four exemptions to fair opportunity, check the appropriate exception and provide justification.

1. The agency need for services is of such urgency that providing fair opportunity would result in unacceptable delays.

Justification should address the following:

- a. The date that the material/service is required
- b. The approximate length of the delay that would result if the competitive award were to occur
- c. Full explanation as to *WHY* the delay would occur as a result of competition and as to *WHY* award to the selected source would result in faster performance.
- d. Impact to the mission in specific dollar cost if the delay occurred.

2. Only one such contractor is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized.

Justification should address the following:

- a. Why the selected source is the *ONLY* one capable of providing these particular services, keeping in mind that *ALL* of the contractors selected for award under a multiple award contract were previously determined to be capable of providing these services. Also address why the other multiple award contract holders *NOT* recommended for award *CAN'T* perform the work.



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- b. An estimated dollar value/length of time that it would take to bring the other multiple award contract holders up to speed in this particular area.
- c. The length of time that this work is expected to last in relation to the answer to letter b. For instance, if this is a one-time task then it doesn't make sense to foster the competition if doing so is expensive. However, if this tasking will occur over several years, then fostering competition may make sense. Address this issue fully.

- 3. The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a TO already issued under the IDIQ contract, provided that all the contractors were given fair opportunity to be considered for the original order.**

Justification should address the following:

- a. This exception is used, "...provided that all awardees were given a fair opportunity to be considered for the original order." Include the number of the original order and a full description of the fair opportunity process utilized in placing the original order. Additionally, include a statement that the original order was placed under this multiple award contract.

Contract M _____, Task Order _____

- b. Describe why the relationship between the initial competed order and the follow-on is logical (i.e. in terms of scope, period of performance, or value etc.).
- c. Provide a full description of how circumventing the fair opportunity process meets the interest of economy and efficiency

- 4. It is necessary to place an order to satisfy a minimum guarantee.**

Justification should address the following:

- a. Address the minimum guarantee for the contractor (e.g., \$3,000), including the amount of orders awarded to date.

Once it is established that the work is either urgent or unique, provide the impact. "Schedule delays" is not a valid impact. Below are some, but not all, the impacts which are acceptable:

1. Ability to wage war (readiness)
2. Ability to win a war (superiority)
3. Loss of life or limb (safety of personnel issues)
4. Financial harm to the Government (financial)
5. Ability to carry out assigned missions (impact to the warfighter)



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Prepared by:

Approve/Disapprove:

Project Office/COR

Contracting Officer (orders less than
\$550,000)

Approve/Disapprove:

Approve/Disapprove:

Competition Advocate (Director, HQMC, I&L
(Contracts) per MAPS 16.505(b)(5))
(required for orders > \$550,000
up to \$11,500,000)

Head of the Contracting Activity (orders
>\$11,500,000 up to \$78,500,000) or
Senior Procurement Executive (orders
>\$78,500,000)



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Exhibit 9-A: Ratification of Unauthorized Commitments

(Taken from the Contracts Management Process Guide Simple Acquisition Procedures)

Contracts, contractual commitments, and changes to contracts may be entered into and signed on behalf of the Government only by appointed Contracting Officers. Contracting Officers may bind the Government only to the extent of the authority delegated to them.

All personnel are responsible for ensuring that their dealings with Contractors are conducted in such a manner as to avoid the impression that they intend to obligate the Government in any manner whatsoever. Specifically, regarding existing or prospective contractual matters, no person except a Contracting Officer may take any action concerning:

- Price, cost, or fee
- Quantity
- Quality
- Scope of contract
- Delivery schedule
- Labor category or key personnel qualifications
- Promise/authorize additional work to a Contractor
- Modify terms or conditions of the contract
- Issue stop-work orders
- Authorize additional Government Furnished Property

An Unauthorized Commitment (UC) is an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government ([FAR 1.602](#)). The ordering and acceptance of supplies and services without benefit of a legal contract constitute improper acts and do not obligate the Government for the items ordered, but may incur a personal liability to the individual who made the commitment.

Such agreements can be ratified, or approved, after they have been illegally authorized, but only by an official who has the authority to do so and only when the following conditions are met:

- Supplies or services have been provided to and accepted by the Government, or the Government otherwise has obtained or will obtain a benefit resulting from performance of the UC;
- The Ratifying Official has the authority to enter into a contractual commitment;
- The resulting contract would otherwise have been proper if made by an appropriate Contracting Officer;
- The Contracting Officer reviewing the UC determines the price to be fair and reasonable;
- The Contracting Officer recommends payment and Counsel concurs in the recommendation; and
- Funds are available and were available at the time the UC was made. The obligation is chargeable to the fiscal year in which the need arose and the work was performed as a



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result of the UC. Per [MAPS 1.602-3\(c\)\(2\)\(iii\)](#), funding must be from the fiscal year in which the UC took place if such funds are available. Otherwise, currently available funds may be utilized.

For the MCFCS, the authorized Ratifying Official is as stated in the following table. These ratification authorities cannot be delegated further; however, ADC, I&L (Contracts) may modify these thresholds on a case-by-case basis.

Ratification Threshold	Ratification Official
Greater than \$25,000	Deputy Commandant, Installations and Logistics (DC, I&L)
Less than or equal to \$25,000	Chief of the Contracting Office (CCO) and Contingency Contracting Officers (only during deployment phase of an exercise/operation)

Per [MAPS 1.602-3\(b\)](#), for ratification purposes, the Commanding Officer of an activity is considered to be that military official responsible for ensuring the activity performs its assigned mission, including acquisition of bona fide requirements for supplies or services for that activity, in accordance with applicable laws, regulations, and procedures. The Commanding Officer is the only official authorized to provide the endorsement to the Contracting Officer required in the ratification process. In other words, endorsements may not be “By direction.” For ratification endorsement purposes, the Commanding Officer is the first General Officer in the chain of command above the individual who made the UC.

Cases that are not ratifiable under the [FAR 1.602-3](#) and [MAPS 1.602-3](#) procedures may be subject to resolution as recommended by the GAO under its claim procedure or as authorized by [FAR Part 50](#). These cases require Counsel review. UCs that involve claims subject to resolution under the Contract Disputes Act should be processed in accordance with [FAR Subpart 33.2](#), Disputes and Appeals. See [CMPG 5.9](#) for details.

The Customer must ensure that proactive measures are in place within their department to prevent the occurrence of UCs. If, however, a UC occurs, the military or civilian employee who made the UC will be asked to forward a signed statement identifying the circumstances, accompanied by all available orders, invoices, or other documented evidence of the transaction, to the Commanding Officer via their chain of command. This includes, at a minimum, an explanation as to why normal procurement procedures were not followed, what bona fide Government requirement necessitated the commitment, whether any benefit was received, its value, and any other pertinent facts.

If the Commanding Officer concurs that the commitment should be ratified, the Commanding Officer will forward the documentation described above to the Contracting Officer with an endorsement that verifies the accuracy and completeness of the documentation, describes



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measures taken to prevent a recurrence of the UC, and provides a complete purchase description and appropriate funding for the ratifying contract.

The Contracting Officer will review the documentation and endorsement provided, ascertain whether there are any doubtful questions of fact, prepare a Determination and Findings (D&F) that addresses provisions contained in [FAR 1.602-3\(c\)](#), prepare a recommendation to the Ratifying Official with contractual documents citing availability of funds, and submit the contract and supporting documents to Office of Counsel for the Commandant (CL) field Counsel for an opinion as to form and legality and for any additional pertinent comment or advice.

CL field Counsel will review the D&F and other documentation for legal sufficiency and comment on the payment recommendation. Counsel should also sign the D&F.

The D&F should be prepared and signed by the CCO and CL field Counsel using the [Sample D&F for the Ratification of the UC](#) as a guide. Ratifications requiring the approval of DC, I&L should be submitted electronically to the HQMC Contracts Division using New Courier 11 or 12 pitch. Include a stand alone signature page in PDF format and the overall D&F document in MS Word format, which will facilitate any changes that may be necessary during the review and approval process. Pages should be numbered beginning on page 2.

The Ratifying Official (DC, I&L, CCO, or CKO) will review the ratification file, and either ratify the UC (and execute or authorize execution of a contractual document) or deny the ratification request.

The following link provides a presentation discussing the importance of following proper procedures for procurements, providing examples of unauthorized commitments, and detailing the ratification process: https://contractapps.hqi.usmc.mil/uc_flash/uc_flash.htm.

See [Ratification of Unauthorized Commitment Template Letter to the Initiator of the UC](#) and [Ratification Checklist](#).



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Exhibit 10-A: The Most Common Defense Appropriations Characteristics

List of Appropriations and Years Valid		
APPN	Length of Appn	Description
1105	1	MILITARY PERSONNEL, MARINE CORPS (MPMC)
2115	2	MPMC EM SUPP 2 YRS
1108	1	MILITARY PERSONNEL, MARINE CORPS RESERVE (MPMCR)
1106	1	OPERATIONS AND MAINTENANCE, MARINE CORPS (O&MMC)
2116	2	O&MMC, EMER SUPP
1160	X	O&MMC, EMER SUPP
0100	1	OPERATIONS AND MAINTENANCE (O&M), DW
1107	1	OPERATIONS AND MAINTENANCE, MC RESERVE (O&MMCR)
2117	2	O&MMCR, EMER SUPP
X1105	X	FORESTRY
0819	2	HUM, DISASTER, CIVIC AID
0833	X	ENDURING FREEDOM EM SUPP
4965	X	DEFENSE EMERGENCY RESPONSE FUND
5188	X	DISPOSAL OF DOD REAL PROP
5189	X	LEASE OF DOD REAL PROP
0839	2	QUAL OF LIFE ENHANCE, DW
1508	3	PROCUREMENT OF AMMUNITION
1109	3	PROCUREMENT, MARINE CORPS (PMC)
0300	3	PROCUREMENT, DW
0350	3	NATL GUARD & RES EQUIP
1319	2	RESEARCH, DEVELOPMENT, TEST AND EVALUATION (RDT&E)
0400	2	RDT&E, DW
0450	2	DEVELOPMENTAL TEST AND EVALUATION, DW
0460	2	OPERATIONAL TEST AND EVALUATION (OpT&E), DW
0500	5	MILITARY CONSTRUCTION (MILCON), DW
0510	X	BASE REALIGN/CLOSURE, DW
0735	1	FAMILY HOUSING
7036	5	FAMILY HOUSING
8335	X	VOLUNTARY SEPARATION TRUST FUND
4930	X	NAVY WORKING CAPITAL FUND (NWCF)
5095	X	WILDLIFE CONSERVATION
Note: X = X Year Appn; No Expiration		
DW = Defense-Wide; EM = Emergency; EMER SUPP = Emergency Supplemental		