CONTINGENCY CONTRACTING HANDBOOK

“Army Contracting:
One Community Serving Our Soldiers,
Serving Our Nation.”

This soldiers guide is dedicated to the men and women who work in support of Army contracting. Through their selfless dedication and tireless devotion to duty the nation is assured that the combatant commands and soldiers worldwide receive the necessary support to accomplish the Army’s mission.
Note: references are based on the regulations as of September 2006. One should always check for revisions. In the event of any inconsistencies between this handbook and the regulations, the regulations govern.
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1. General Information

Most contingency requirements can be met by using simplified acquisition procedures such as Standard Form 44 (Purchase Order-Invoice-Voucher), DD Form 1155 (Order for Supplies and Services), SF 1449 (Solicitation/Contract/Order for Commercial Items), blanket purchase agreements, and purchase card purchases. (FAR 13). During declared contingency operations simplified acquisition thresholds (SAT) are increased.

2. Standard Form 44, Purchase Order-Invoice-Voucher

Standard Form 44, Purchase Order-Invoice-Voucher, (FAR 13.505) is a pocket size purchase order form designed primarily for on-the-spot, over-the-counter purchases of supplies and nonpersonal services. It can be used as a purchase order, receiving report, invoice, and public voucher.

(1) Since the SF 44 contains no written terms and conditions, its use is authorized only when no other simplified acquisition method is considered more economical or efficient and all of the conditions listed below are met:

(a) The supplies or services are immediately available.

(b) One delivery and one payment is to be made.

(c) The amount of the purchase is at or below the micro-purchase threshold (see exception below).
Warranted contracting officers may use the SF 44 for overseas transactions in support of declared contingencies, humanitarian assistance or peacekeeping operations for amounts up to the SAT.

Like imprest funds, the SF 44 may be used by persons other than the contracting officer provided the individual (a Pay Agent must also be designated in writing by the Finance officer)

(a) Has written authorization from the contracting officer. The contracting officer should give a copy of the written authorization to the finance and accounting officer, in effect, delegating authority to sign a contract instrument.

(b) Has been trained by the contracting officer to use the form.

The buyer is responsible for ensuring that funds are available, that the form is properly processed, and that only authorized items are purchased. Care should be exercised to maintain physical control and accountability of the forms.

3. DD Form 1155, Order for Supplies or Services

Purchase Orders. Purchase orders (FAR 13.302) are self-contained, one-time contracts which typically result in one delivery and one payment. DD Form 1155, Order for Supplies or Services, when used as a purchase order, is authorized for non-commercial purchases not to exceed the simplified acquisition threshold. Vendors are solicited orally or in writing. The DD Form 1155 is filled in with appropriate information such as shipping, prompt payment discounts, financial data, vendor, quantities, price, and
additional data. The form is then mailed, hand carried, or picked up by the vendor, who will either perform the order or sign and return it, thereby promising to perform the order. When the item requested has been received or the service requested has been performed, the DD 1155 may be used as a receiving report and payment voucher for the Government.

(2) **Clauses.** To protect the interests of the Government, unilateral purchase orders should incorporate by reference applicable clauses. Use of Alternative I to subparagraph (i) of the Disputes Clause at FAR 52.233-1 is recommended. Because delivery orders are written against a contract or agreement, the terms and conditions of the basic contract or agreement apply to any delivery orders issued.

(3) **Modification of Purchase Orders.** The SF 30, Amendment of Solicitation/Modification of Contract, is used to modify DD Form 1155 purchase orders. If the contract is bilateral, both parties must agree to the modification unless it falls within the Changes Clause. In addition, a unilateral contract may be changed to a bilateral contract by using the SF 30.

(4) **Unilateral or Bilateral Action.** A unilateral agreement is defined as a promise in return for performance (service or supply), while a bilateral contract is defined as a promise in return for a promise. Most DD Form 1155 actions are unilateral; that is, the Government simply sends the contractor the form which authorizes it to perform immediately. Once the contractor has performed, the Government is obligated to pay. The contractor is under no duty to perform, since the Government's
DD Form 1155 is merely an offer which it may accept by performance or refuse to accept by failing to perform. If the contractor fails to deliver, no contract has been breached nor defaulted since no contract existed.

(a) On the other hand, once the contractor has signed the acceptance and returned it to the contracting officer, a bilateral contract exists and the Government has the right under the Termination for Default Clause to terminate the contract if the contractor fails to perform according to its terms and to charge the defaulted contractor with the excess costs of reprocuring the requirement.

(b) The form is used as a bilateral contract when there is a relatively long lead time, when a more complex contract calls for a greater amount of contract administration or when previous experience with a supplier indicates that the Government could obtain better contractor performance if it included the Termination for Default Clause in its business arrangement with the contractor.

(5) Withdrawal of Purchase Order. Unilateral purchase orders include provisions to allow termination for convenience or default.

(a) A notice of withdrawal should be in writing with a request for written acknowledgment by the contractor. Once the contractor has begun performance on an order, the Government has lost its absolute right to withdraw without cost or liability.
(b) If it becomes necessary to terminate such a purchase order, the contractor should be asked to agree to a cancellation of the order without cost or liability. If the contractor refuses to agree to a no-cost settlement, the case is referred to the legal office and action is withheld pending legal advice.

(c) If the contractor has incurred costs in reliance on the purchase order, an agreement will be negotiated to reimburse him for those costs.

(d) Also be sensitive to any local business cultural considerations before withdrawing a purchase order. The process used by the government to withdraw a purchase order is a standard business practice in the United States. The same exact process used in another culture could be construed as a "loss of face". You may need to slightly modify the process to withdraw a purchase order in ensure cultural harmony, and to strengthen business relationships with the local community.

(6) DD Form 1155 as a Task or Delivery Order. This form is also used as a task or delivery order against indefinite delivery type contracts. Delivery orders are orders for supplies and task orders are orders for services placed against an established indefinite delivery contract. As exact requirements become known, a DD Form 1155 is sent to the supplier and this initiates the delivery of supplies or services specified in the delivery order, subject to the terms and conditions of the existing requirements contract.
4. Standard Form 1449, Solicitation/Contract/Order for Commercial Items

(1) Simplified acquisitions procedures can be used up to $5,000,000 for commercial items (see FAR subpart 13.5). For commercial items and services up to $5 million purchased under simplified acquisition procedures, include in solicitations appropriate instructions on what the offeror must submit with offers to be fairly evaluated for award. Acquisitions of commercial services, particularly those in excess of $200,000 but less than $5 million, should use simplified trade off source selection techniques based on those in FAR Part 15.

(2) To protect the government's interests, each purchase of commercial items and services should be assessed to determine whether it should be a unilateral or bilateral contractual instrument. Factors to consider are:

(a) Business and cultural environment. Commercial practices vary among countries. Market research will determine the risk associated with local commercial practices and the level of protection required to protect the Government's interests (see FAR 10.002(b)).

(b) Nature of the requirement and impact on the mission. A unilateral purchase order is an offer by the Government to a contractor. The contractor is not obligated to perform. A binding agreement is created when the contractor begins performance. Obtaining a bilateral signature makes it binding on both parties from the issuance of the contract or purchase order (see FAR 13.004(b)).
(c) Amount of the order, contractor's financial capability, and potential impact on the mission if the order is not filled.

(3) **Purchase Orders.** Standard Form 1449 is authorized for the purchase of commercial items exceeding the simplified acquisition threshold, but not exceeding $5 million. Only firm-fixed-price contracts or fixed-price contracts with economic price adjustment may be used under FAR Part 12.

(4) **Delivery Orders.** The SF1449 may be used for delivery orders (FAR 16.5) for supplies or services placed against an established indefinite delivery contract.

(5) **Clauses.** Incorporate applicable clauses and provisions prescribed by FAR Part 12.3. Option clauses (FAR subpart 17.2) may be added if the requirement and mission dictate. FAR Part 12 states this clause cannot be tailored; however, rather than use several sheets of paper to print titles of clauses that aren't even going to be used some contingency contracting officers have found it best to only list the sub-clauses that applied and identify all other clauses as not applicable. This saves considerable time, paper, and confusion on the contractor's part.

(6) **Reporting.** On DD350, mark blocks B14 and C14 to identify commercial awards when FAR Part 12 clauses are used.
5. Blanket Purchase Agreements (BPAs)

(1) Is there an existing requirements contract for the same supply or service that the contracting activity is required to use? If so then a BPA should not be used. FAR 13.303-2

(2) Have parameters been established to limit purchases to individual items or commodity groups or classes, or permit the supplier to furnish unlimited supplies or services; and consider suppliers whose past performance has shown them to be dependable, who offer quality supplies or services at consistently lower prices, and who have provided numerous purchases at or below the simplified acquisition threshold?

(3) Does the BPA list those individuals authorized to purchase under the BPA, identified either by title of position or by name of individual, organizational component, and the dollar limitation per purchase for each position title or individual shall be furnished to the supplier by the contracting officer?

(4) Does the individual purchases exceed the simplified acquisition threshold? If so, then have agency regulations established a higher threshold consistent with the following: (1) The simplified acquisition threshold and the $5,000,000 limitation for individual purchases ($10,000,000 for purchases entered into under the authority of 12.102(f)(1)) do not apply to BPAs established in accordance with 13.303-2(c)(3); and, (2) The limitation for individual purchases for commercial item acquisitions conducted under Subpart 13.5 is $5 million ($10 million for acquisitions as described in 13.500(e)).
Formal Acquisition Procedures

(Note: most of this information applies to both simplified and formal procedures)

1. Presolicitation

a. Initial purchase tasking receipt and review

(1) Are procedures in place to account for and record the date and time of purchase requests that were received in the contracting office?

(2) Are the purchase requests received with adequate data for identification and accountability control, and are they adequately funded, signed, dated, and approved by those in authority?

(3) Do the purchase descriptions or performance work statements received describe needs that are appropriate for this contracting office to assume purchase responsibility for?

(4) Do purchase descriptions or performance work statements provide a specific description of only the customer’s minimum needs?

(5) Are the purchase requests for items already delivered after the fact (unauthorized commitments) processed IAW ratification procedures? (FAR 1.602-3 and AFARS 5101.602-3)

(6) Are procedures followed for monitoring the work backlog, priority purchase requests, and requests that were transferred for processing?)
b. Selecting the best acquisition method. (applies to all acquisitions)

(1) Are requirements placed on orders against applicable, existing "open ended" agreements or contracts rather than used as the basis for creating a new solicitation or purchase order?

(2) Are "lessons learned" during the previous requirement considered in the preparation of a new solicitation to fill recurring requirements?

c. Review Board considerations

To prevent abuse of the system, it is recommended that all purchase requests, regardless of origin, be first channeled through a requirements board chaired by either the Assistant Chief of Staff, Logistics (G4), or Supply Officer (S4) that will determine if the requirement:

(1) Is legitimate and authorized;

(2) Should be filled contractually; and, if so;

(3) That requirement priority is validated. The S4/G4 sets logistical priorities that should eliminate confusion over how to prioritize individual requisitions. Without a requirements board, all requirements will be marked as high priority requisitions, tend to have equal urgency, and, as a result, slow down the process.

d. Competition considerations

(1) Are competitive proposals being used when it is impracticable to use sealed bidding? FAR 6.401(b)(1).
(2) Are negotiated contracts awarded using full and open competition except where justified? FAR 6.301.

(3) Is the urgency exception to full and open competition being properly applied? FAR 6.302-2.

(4) Is a competition advocate appointed and identified; are the approval levels and form for justifications published? FAR 6.501.

(5) Are justifications for other than full and open competition approved in writing at the appropriate level? FAR 6.304.

e. Oral solicitations

An oral solicitation is permitted under FAR 15.203(f) for perishable subsistence. For other supplies and services, an oral solicitation may be used when a written solicitation would delay the acquisition of supplies and services to the detriment of the government and a solicitation notice is not required. This technique does not alleviate the contracting officer from complying with all other statutory and regulatory requirements. The contracting officer's documentation also must provide sufficient rationale for the use of oral solicitations. The contract file shall include:

(1) A justification for use of an oral solicitation.

(2) Item description, quantity, and delivery schedule.

(3) Sources solicited, including the date, time, name of individual contacted, and prices quoted.

(4) The solicitation number provided to the prospective offerors.
Once the contracting officer completes the oral solicitation and selects a successful offeror, a contract will be prepared for the contractor's signature as quickly as possible. Any delay requires a further explanation in the contract file describing the rationale for failing to take prompt action. Sample contract formats, electronic pre-populated forms, and electronic copies of the required clauses in the contingency contracting support kit will accelerate the contracting process.

f. Solicitation preparation and review prior to distribution

(1) Do solicitations conform with the uniform contract format FAR 14.201-1, FAR 15.204-1 or with the simplified contract format, FAR 15.416?

(2) Do solicitation forms and clauses avoid duplicating or supplementing FAR or DFARS forms and clauses?

(3) Do contract actions requiring legal review prior to issuance receive the required review? AFARS 5101.602-2(c).

(4) Is adequate legal support for contracting provided in a timely manner?
2. Solicitation, Evaluation and Award

a. Solicitation distribution, amendment, and cancellation

(1) Are records kept of each invitation issued, to include the distribution made and the date the invitation was issued? FAR 14.204.

(2) Are solicitation mailing lists established and maintained? FAR 14.205.

(3) Is a listing of questionable or ineligible contractors available and checked before placing vendors on the solicitation mailing list?

b. Bid opening and proposal closing

(1) Are offers received prior to opening kept secure in a locked bid box or safe? FAR 14.401.

(2) Are bid opening postponements limited to only justifiable situations? FAR 14.402-3.

(3) Are procedures followed on the receipt and handling of proposals and quotations?

(4) Are procedures followed on the disclosure and use of information contained in proposals?

c. Responsiveness and certifications

(1) Are only offers that comply in all material respects with the invitation for bid considered for award? FAR 14.301(a).

(2) Are appropriate certifications and representation required by the solicitation provided by the offeror prior to award?
d. Mistakes and protest resolution

(1) Are bids and proposals examined for mistakes? FAR 14.407 and FAR 15.508.


(3) Do contracting officers consider, resolve, or forward, as appropriate all protests filed that are related to either their solicitations or procedures? FAR Subpart 33.1 and AFARS Part 5133.

(4) Is legal counsel consulted on all protest matters?

e. Technical evaluation

(1) Are technical evaluations documented to ensure that minimal solicitation requirements are met? FAR 15.305(a).

(2) Do contracting officers generally request a technical analysis of the proposals when cost or pricing data are required? FAR 15.404-1(e).

(3) Do contracting officers obtain assistance from the traffic management office prior to awarding contracts where transportation factors are a consideration in the evaluation? FAR 47.301-1 and 47.301-2.
f. Pricing evaluation

(1) Do files contain adequate documentation to support the use of price analysis, to include indicating which of the approved techniques were used to accomplish the analysis? FAR 15.15.404-1(a).

(2) Do contracting officers obtain independent government estimates (IGE) when needed or appropriate?

(3) Is a properly executed Certificate of Current Cost or Pricing Data obtained when required? FAR 15.406-2.

(4) Are price negotiation memorandums prepared and in the contract file for each price negotiation? FAR 15.406-3.

g. Obtaining approvals and business clearances prior to award

(1) Do the contract files reflect appropriate award approvals and signature authorities?

(2) Are public announcements and the release of contract award information in compliance with regulatory requirements? FAR/DFARS/ AFARS 5.303.

(3) Do contract files contain the necessary price negotiation memorandum (PNM) when required? AFARS 5115.406-3.

h. Ratification of Unauthorized Commitments

(1) Has someone other than a properly appointed contracting officer, ordering officer or cardholder to make a purchase for the government? AFARS 5101.602-3.
(2) Has the HCA delegated the authority to approve or disapprove to approve ratifications of unauthorized commitments up to $10,000 or less to the chief of the contracting office? AFARS 5101.602-3(b)

(3) Has the HCA delegated the authority to approve or disapprove to approve ratifications of unauthorized commitments more than $10,000 and up to $100,000 to the PARC? AFARS 5101.602-3(b)

3. Contract Management

a. Functional representatives/responsibilities and limitations

(1) Are qualified individuals selected and appointed as contracting officers representatives (CORs) by a contracting officer?

(2) Do CORs written designations clearly indicate their authority and limitations?

(3) Are CORs, inspectors, functional managers, and others routinely involved in performing contract management functions regularly advised and trained regarding their role in contract management?

(4) Is consideration given to the need for a postaward orientation/presolicitation notice and performance conference to foster a mutual understanding of the contractual agreement and the responsibilities assigned? FAR 42.5 and 15.404
b. Contract Modifications

(1) Is legal counsel requested to make a legal sufficiency determination prior to effecting a modification?

(2) Is legal counsel requested to assist in clause preparation and a deviation approval when a clause other than a standard clause is to be incorporated into a modification?

(3) Are price negotiation memorandums prepared and in the contract file for each price negotiation? FAR 15.406-3.

(4) Are change orders only issued for work with in the scope of the contract?

c. Property Administration

(1) Are contractors required to publish a property control system describing the procedures and techniques to be used in managing government property?

(2) Is regulatory guidance followed to determine contractor liability should government property become lost, damaged, destroyed, or unreasonably consumed? FAR 45.504.

(3) Are there an adequate number of properly trained personnel to manage a property administration program?

d. Quality Assurance

(1) Are nonconforming supplies or services offered to the government rejected except as provided in applicable regulations? FAR 46.407.
(2) Is contractor performance on service contracts monitored according to established surveillance plans?

e. Damages and delinquency actions

(1) Do contracting officers take timely action to alleviate or resolve delinquencies?

(2) Do contracting officers obtain legal counsel and technical advice prior to taking action when a default termination is being considered? FAR 49.402 3.

(3) Do contracting officers act to mitigate damages when repurchasing against a defaulted contractor's account? FAR 49.402 6.

(4) Do contracting officers assure that consideration is obtained for the Government for revising the delivery schedules or other contract terms?

f. Receiving reports, acceptance, final payment and contract completion

(1) Are decisions to accept or reject supplies offered or services performed documented and distributed in a timely manner?

(2) Are there an adequate number of properly trained personnel on hand to perform inspection and acceptance functions?

(3) Are all contractual claims and obligations satisfied on physically completed contracts prior to contract close out?
4. Special Acquisition Situations and Requirements

a. Simplified acquisitions

(1) Are simplified acquisition files reviewed to ensure that requirements are not split to avoid the use of a formal solicitation? FAR 13.003(c)(2).

(2) Are the most suitable, efficient, and economical simplified acquisition methods used, given the circumstances of each simplified acquisition requirement? FAR 13.002 and 13.003.

(3) Are appointments of ordering officers limited to those situations where the appointment is essential for the efficient operation of the contracting mission? AFARS 5101.602-2-91.

(4) Are the purchases and procedures of ordering officers inspected or reviewed at least once a year? AFARS 5101.602-2-91.

b. Construction requirements

(1) Site approvals and work classifications must be reviewed and monitored.

(2) Are on-site inspections by quality assurance, technical inspectors, or other requiring activity personnel conducted in sufficient frequency and/or sufficient duration to protect government interests regarding contractor workmanship and progress?

(3) Is the construction material the contractor proposes to use inspected IAW the specifications and approved by the COR?
(4) Has the final list of deficiencies (punch list) been corrected prior to final approval and payment?

(5) Have site approvals including any restorations, requirements or permits been obtained from Host Nations.

c. Service contract requirements

(1) Are surveillance plans developed to include both sampling guides and activity checklists needed to monitor the contractor services performed?

d. Information Technology requirements

(1) Are requests for IT systems, software, and maintenance services reviewed to determine whether the requirement could be appropriately satisfied by the applicable and available Army Small Computer Program contracts and BPAs?

(2) Is the following order of preference a factor in determining the type of specification or purchase description prepared and used to acquire or lease IT?

(a) Functional specifications.

(b) Equipment performance requirements.

(c) Power requirements (including voltage and cycles per second)

(d) Plug compatible.

(e) Brand name or equal.

(f) Specific make and model.
(3) Is the IT portion broken out when feasible and a separate purchase made when purchase requests for supplies or services also include IT items or services?

(4) Are proposals to purchase or lease IT evaluated to determine the lowest overall cost or life cycle cost to the Government?

(5) Have certification requirements been met for IT specifications to comply with DoD and Army security regulations requirements?

(6) Are the required IT contract clauses included in the terms and conditions of IT solicitations and contracts?

(7) Are inspection/acceptance procedures adequate to detect the presence of computer viruses installed on hardware or buried in software?

e. Augmentation contracts (i.e., LOGCAP, AFCAP, LOGJAMMS)

(1) Do battlefield conditions require the use of a logistics support contract, or are conditions stable enough to allow CS/CSS requirements to be broken out by function, by Forward Operating Base (FOB), by country, or some other basis?

(2) Has the commander reviewed his/her Operation Plan (OPLAN) and program requirements to determine which requirements and CS/CSS functions (services) can and should be accomplished by organic forces, host nation support resources, or the LOGCAP program?
5. Management of the Acquisition Function

a. Local procedures

Are there local regulations and SOPs published that govern the operations of the contracting office?

b. Staffing, facilities, and training

(1) Is the staffing in contracting offices adequate to support the mission?

(2) Is the contracting office working environment (for example, office space, conference room space, ventilation, and lighting) adequate?

(3) Is the number and condition of contracting office business machines (for example, copiers, FAX, scan capability, computers, Internet connectivity and class "A" telephone lines) adequate? Note, in a contingency environment these types of equipment and capabilities may not be readily available at the beginning of a contingency operation.

(4) Do employees receive timely, adequate, and appropriate training, both formal classroom training and informal on-the-job training?

c. Acquisition reports (contingency, humanitarian assistance or peacekeeping operations)

(1) Are DD Forms 350, Individual Contracting Action Report (Over $200,000), prepared in a timely manner, verified, and submitted for each applicable contractual action? DFARS Part 253 Forms.
(2) Are DD Forms 1057, Monthly Contracting Summary of Actions ($25,000 to 200,000), prepared in a timely manner, verified, and submitted? DFARS 204.670.

(3) Are DD Forms 1547, Record of Weighted Guidelines Application, prepared in a timely manner, verified and submitted? DFARS 215.970.

d. Standards of Conduct

(1) Are the required standards of conduct brought to the attention of DA personnel? DoDD 5500.7-R and AFARS Subpart 5103.1.

(2) Are suspected violations of the gratuities clause forwarded by management for appropriate evaluation and action? AFARS 5103.203.

(3) Are contractors made aware of their responsibility to maintain internal controls to avoid improper business practices? DFARS 203.70.

(4) Are the contracting officers made aware of those indicators of fraud that have been identified by the Office of the Inspector General? DoDD 4075.1 H.
6. Web Resource Sites

U.S. Army Deputy Assistant Secretary of the Army (DASA) Policy & Procurement (P&P):
https://webportal.saalt.army.mil/saalzp/caf_guidebook.doc


U.S. Army Field Manual (FM) - FM 4-100.2 (formerly FM 100-10-2), Contracting Support on the Battlefield, 04 Aug 1999:

FM 3-100.21 (FM 100-21), Contractors on the Battlefield, 03 January 2003:


U.S. Army Logistics Civil Augmentation Program (LOGCAP):


U.S. Army Contracting Agency, Contingency Contracting Directorate Website url address:


Army Fraud Fighters Website: www.jagcnet.army.mil/ArmyFraud


Currency Conversion (Yahoo Internet Currency Conversion): http://finance.yahoo.com/m3?u

Department of State Home Page: http://www.state.gov/

Tell us what you think of this handbook!

Let us know how we can improve this product.

For personnel in overseas locations, you can either mail this to us (without worrying about postage) by folding in half and sending to the below address contained in the lower half of this page, or send an email to:

- david.mabee@hqda.army.mil
- emily.clarke@hqda.army.mil

or send your input/comments through your Principal Assistant Responsible for Contracting

Office of the Deputy Assistant
Secretary of the Army (Policy & Procurement)
2511 S. Jefferson Davis Highway
Attn: SAAL-PP (Mr. Mabee), Suite 10133
Arlington, VA 22202
Please provide your comments for HQDA below:

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