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STUDENT REPORT

CONTRACTOR'S GUIDE

TO

AIR FORCE BASE-LEVEL CONTRACTING

MAJOR EDWYNN L. BURCKLE

87-0390

"insights into tomorrow"

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PREFACE

This guide acquaints prospective contractors/vendors with Air Force base-level contracting. Its purpose is to familiarize first-time contractors with Air Force business practices by examining the acquisition policies, unique clauses, and forms which apply at the installation-level. Its target audience is the small business contemplating selling its products or services to the Air Force for the first time; however, it will benefit anyone interested in learning the peculiarities of government contracting. Only firm fixed-price contracts are addressed because this type contract is prevalent at base-level. The guide contains five appendices which provide greater detail on specific aspects of contracting: small purchase procedures, construction contracts, service contracts, supply contracts, and contracting forms.

This guide was written at the request of the Air Force Logistics Management Center, Directorate of Contracting, Gunter AFS, Alabama. The material contained herein will be published as an Air Force Logistics Management Center pamphlet after review and approval of content by HQ USAF/RDC.

This guide is not a substitute for any federal, DoD, or local contracting regulations or requirements. Its coverage is limited to the acquisition policies most frequently encountered by first-time base-level contractors. When reading this guide, one should always keep in mind that the terms and conditions of individual contracts govern. When in doubt, consult the base contracting officer.



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ABOUT THE AUTHOR

Major Edwynn Lewis Burckle [REDACTED]

He graduated from California State University at Long Beach with a Bachelor of Arts Degree in Political Science/Public Administration in 1974. As an undergraduate student, he enrolled in the Air Force ROTC Program at the University of Southern California (USC) and was commissioned a second lieutenant in June 1974. He entered active duty in August 1974 and was assigned to Keesler AFB, Mississippi, where he served as a squadron administrative management officer. In November 1976, Major Burckle was selected as the aide-de-camp to the Commander, Defense Contract Administration Services (DCAS) Region - Los Angeles and served in that capacity until August 1978 when he career-broadened into the contracting field. From August 1978 until September 1979, he performed duty as a contract administrator at the Defense Logistics Agency's DCAS Los Angeles Management Area office. In September 1979, Major Burckle began a ten month tour of duty in AFIT's Education-With-Industry Program working at the McDonnell Douglas Astronautics Company in Huntington Beach, California. It was during this period that he earned a Master of Science Degree in Systems Management at USC. After completing his tour with industry, Major Burckle remained in southern California, where he worked as a contracting officer at Space Division, Los Angeles AFS, California, from July 1980 until May 1983. From June 1983 until June 1984, he toiled as a HQ USAFE contracting mission support officer at Ramstein AB, Germany. Afterwards, he remained in-country to assume command of a new USAFE contracting region office at Hohn AB, Germany, where he served from July 1984 to July 1986. In August 1986, he was assigned as a student to the Air Command and Staff College, Maxwell AFB, Alabama. Major Burckle attended Squadron Officers School, in-residence, in 1978. He is married to the former Susan [REDACTED] of Huntington Beach, California. They have two daughters--Kimberly and Cheryl.

FOREWORD

FROM THE DIRECTOR

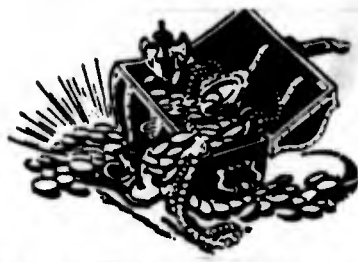
The United States Air Force is pleased to welcome you as a potential vendor/contractor. This pamphlet is designed to acquaint you with some of the general characteristics of Air Force base-level contracting--to make you aware of government unique contract provisions and provide you with sufficient acquisition information to help you decide whether to bid on our contracts. At the installation-level, our purchases range from routine supplies to complex services and construction. At base-level in Fiscal Year 1986, the Air Force issued over 5 million contracting actions valued at more than \$7 billion. Of this amount, \$4.7 billion went to small businesses and \$3.3 billion were spent on purchases costing less than \$25,000 each.

We look forward to a business relationship based on mutual trust and a common interest in equipping and maintaining the world's finest air force. We hope you will agree that doing business with the government is not as difficult or time consuming as you may believe. If you have any questions regarding the information in this pamphlet, your base contracting office will be happy to assist you.

In short, we hope this pamphlet sparks your interest in submitting offers on our solicitations. Best of luck. We wish you success.

KENNETH V. MEYER
Brigadier General, USAF
Director, Contracting and Manufacturing Policy
HQ, United States Air Force





WHAT THIS PAMPHLET IS

This pamphlet is a primer. It was developed for the contractor contemplating selling its products or services to the US Air Force for the first time. It attempts to acquaint the uninitiated contractor with the *different* world of government contracts and it assumes the reader has no knowledge of the Federal Government's business practices. Its purpose is to familiarize vendors with the unique ways we conduct business; therefore, this guide uses a "broad brush" approach in examining government contracting. Contracting at the installation-level is emphasized--in other words, selling to the nearest Air Force base. Our purchases are generally for supplies, services, or construction. This pamphlet addresses each category separately because government contracting rules are different for each. The goal of this pamphlet is to make it easier for you to conduct business with the Air Force. We hope you find it helpful.

WHAT IT ISN'T

This pamphlet is not a "how to" guide. It will not provide step-by-step instructions on how to prepare bids or proposals and will not specifically address some of the lesser used fixed-price contracts (time and materials, labor hours, architect and engineering services, personal services, and requirements contracts) although much of this pamphlet is generic and should aid all contractors regardless of their degree of specialization. In addition, it will not address contract types other than firm fixed-price; for example: cost type contracts, or fixed-price contracts with incentive or economic price adjustment provisions. For detailed information that provides instructions on how to complete bids or proposals, we suggest you read Guide to the Preparation of Offers for Selling to the Military, published by the Directorate of Small and Disadvantaged Business Utilization, Office of the Secretary of Defense. Copies may be purchased by writing the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

A WORD OF CAUTION: This guide is not a substitute for any federal, DoD, or local contracting regulations or requirements. Its coverage is limited to the requirements and procedures most frequently encountered by first-time base-level contractors. The terms and conditions of individual contracting actions govern. When in doubt, contact your local base contracting officer.

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HOW ARE WE DIFFERENT?

The business relationship between private industry and the US Air Force differs from the traditional supplier/customer relationship found in the commercial marketplace. When the US Government, a sovereign, enters into a contract with private industry, the government enjoys certain business privileges not accorded firms under the Uniform Commercial Code (UCC). These variations in standard business practices were not granted to give the government an unfair business advantage vis-a-vis the contractor, but rather, to recognize that national defense is of such importance that special rules are required to ensure its viability. These special rules are contained in the Federal Acquisition Regulation (referred to as "FAR") and its Department of Defense (DoD) and Air Force supplements. Think of the FAR as the government's UCC. Before we examine some of the unique features of government contracting, please keep the following two rules in mind:

RULE NUMBER ONE - ALWAYS READ THE CONTRACT.

RULE NUMBER TWO - NEVER FORGET RULE NUMBER ONE.



CHAPTER 1

METHODS OF CONTRACTING (TWO--DEPENDING ON THE CONTRACT DOLLAR AMOUNT)



SMALL PURCHASE PROCEDURES - This method describes the process used to acquire items that cost less than \$25,000 per contracting action. It is a simplified method of contracting for purchasing routine supplies, services, and construction. Small Purchase Procedures are characterized by comparatively simple rules and easy-to-use and understand forms--a good example is the DD Form 1155, Order for Supplies or Services. (A sample is provided on page 49.) At base-level, over 90 percent of all contracting actions are small purchases and are generally acquired from sources in the local business community. When making purchases costing under \$10,000 the government is required to contract only with small businesses. Small Purchase Procedures are explained in Appendix A.



MAJOR CONTRACTS - (Consider this method "Formal".) The Air Force uses two principal contracting procedures to buy supplies, services, and construction estimated to cost \$25,000 or more--**Sealed Bidding and Negotiation**. Both procedures utilize competition; however, only Negotiation allows discussions. All contracting principles and clauses in this pamphlet apply to both large dollar acquisition methods unless otherwise indicated. How do you know which contracting procedure the government is using? It's quite simple; Standard Form 33, Solicitation, Offer and Award, (sample on page 39) will specify which method is to be used. What then, are Sealed Bidding and Negotiation procedures?

Sealed Bidding - Sealed Bidding is a tightly controlled process that doesn't allow much latitude in the way contracts are awarded. Its distinguishing feature is that bids are evaluated on the basis of price, or price related factors, alone. There is no need for the government and offeror to negotiate contract requirements after bid opening because clear and unambiguous specifications and drawings are presumed. Sealed Bidding is a competitive process where bids are publicly opened, evaluated without discussion, and award made to the responsible bidder whose bid will be most advantageous to the government. Once a bid is opened, it must stand exactly as submitted. Only minor, clearly discernible clerical errors may be corrected; however, an offeror may withdraw or modify a bid at any time before the bid opening. Under Sealed Bidding procedures, the government's solicitation is called an Invitation For Bids or IFB.

Negotiation - Any contract awarded without Sealed Bidding procedures is a negotiated contract. Negotiation is a procedure that includes the receipt of competitive proposals from offerors, permits bargaining, and *usually* affords potential contractors an opportunity to revise their offers before award. (Note the emphasis on the word "usually"--the government always has the right to accept the offeror's initial proposal without discussion.) Discussion--in the sense of bargaining, alteration of initial assumptions and positions, and give-and-take--may apply to price, schedule, technical requirements, or type of contract. Contracting by Negotiation is used whenever Sealed Bidding is inappropriate; for example: when factors other than price will be used to determine the successful offeror, or when the requirement is of such a complex nature that discussion is necessary to ensure the offerors fully understand the government's requirement. When factors other than price are used to evaluate proposals and select contractors, Section M of the solicitation, entitled "Evaluation Factors for Award", will specify these areas and their relative importance. Such factors could include the technical approach, management plan, or concept of logistics support. In a negotiated procurement, the solicitation is called a Request for Proposal, or RFP, and offers are called proposals.





CHAPTER 2



DID YOU KNOW?

(IMPORTANT CONSIDERATIONS IN GOVERNMENT CONTRACTING)

LAW GOVERNING CONTRACTS - The Federal Acquisition Regulation is the governing directive for all Air Force contracts. It derives its authority from US law--Title 10, Chapter 137 of the US Code.

RESPONSIBILITY - Before a contract can be awarded, the contracting officer must make an affirmative determination that the prospective contractor is responsible. The FAR states, "Purchases shall be made from, and contracts shall be awarded to, responsible prospective contractors only." To be determined responsible, a prospective contractor must

(a) have adequate financial resources to perform the contract, or the ability to obtain them,

(b) be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments,

(c) have a satisfactory performance record,

(d) have a satisfactory record of integrity and business ethics,

(e) have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them,

(f) have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them, and

(g) be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Responsibility determinations help the government make awards only to those firms capable of fulfilling our requirements. It would be false economy to award a contract to a firm based on lowest evaluated price alone if there is subsequent default, late deliveries, or other unsatisfactory performance. If the contracting officer is unsure whether a prospective contractor is responsible, the contracting officer may request a "preaward survey" by the cognizant contracting office. The preaward survey will determine the contractor's capability to comply with the above requirements.

PERIOD OF PERFORMANCE/TIME OF DELIVERY - Timely contractor performance and delivery are extremely important factors in government contracting and cannot be overemphasized. Military supplies and services are mission essential and their unavailability for any reason could adversely affect our defense readiness. Section F of the solicitation and contract specify delivery/performance requirements. If circumstances arise after award that indicate you cannot meet the delivery schedule, notify the contracting officer immediately of the reasons for the delay and the estimated recovery date. It is in both parties' interest to address an expected delivery problem before a delinquency occurs.

RESPONSIVENESS - Bids must comply in all material respects with the solicitation to be considered for award. Bids should be filled out, executed, and submitted in accordance with the instructions in the invitation. Compliance with the IFB enables all bidders to stand on an equal footing and maintains the integrity of the sealed bidding system. Any bid that fails to comply with the essential requirements of the IFB is considered nonresponsive and will be rejected. Some examples of nonresponsive bids are as follows: (a) bids received in the office designated in the invitation for bids later than the exact time set for opening of bids, (b) a bid that does not conform to the applicable specifications (unless the invitation authorizes submission of alternate bids), (c) a bid that fails to conform to the delivery schedule, (d) bids that fail to state a price or qualify it as "price in effect at time of delivery", (e) bids that limit the rights of the government under any contract clause.

GRATUITIES - In the private sector, it may be acceptable behavior for a company employee to buy a meal for a customer, client, or supplier. It may also be customary to entertain these individuals by furnishing them tickets to sporting events or buying them gifts at Christmas. As a potential Air Force contractor, however, you need to be aware that this is an area where government rules specifically prohibit such behavior between contractor employees and government employees. A government employee may not accept any gift or favor from a contractor, for any reason, no matter how well-intended. Offering a government employee a gratuity could be interpreted as seeking favors or special treatment. Please keep these simple principles in mind when dealing with any member of the government team. Let's build a professional relationship!

CONTRACT FINANCING



It is DoD policy that contractors obtain private financing on reasonable terms to the greatest extent practical. There may be situations, however, when government assistance is necessary to ensure you have the required financial resources to complete a government contract; for example: where there are large start-up costs and deliveries of completed items are well into the future, or you have insufficient working capital to meet payroll or pay subcontractors. Generally, there are two types of government financial assistance available to base-level contractors:

A. Progress Payments. When the value of a contract or group of contracts to be performed exceeds \$100,000 and the first delivery is at least six months after award (four months in the case of a small business concern), you may request progress payments. Customary progress payments are generally made at 80 percent of costs incurred (90 percent for small businesses) and the progress payment clause of the contract allows you to be paid monthly. Payments upon delivery are adjusted (liquidated) to reflect previous progress payments. Since progress payments are advances for work to be performed, they must be repaid if you fail to complete the work. To protect its interest, the government takes title to your work-in-process for which progress payments have been made. To qualify, your accounting system and controls must be adequate for progress payment administration.

B. Guaranteed Loan. A guaranteed loan is a form of private financing that is backed by the Federal Government. If you attempt to obtain a private loan or revolving line of credit with a commercial lender and the financial institution is willing to extend credit, but considers a government guarantee necessary, it may file an application for guarantee of the loan with the Federal Reserve Bank of its district. The district bank will forward the application to the Federal Reserve Board in Washington, DC, for approval. Guaranteed loans ordinarily provide for financing based on the borrower's recoverable investment in the defense contract. In most cases where guaranteed loans are approved, you may be required to "assign your claim" to the lending institution.

PAYMENT PROCEDURES - Under fixed-price contracts, the payment method will usually depend on the dollar value of the contract. For relatively small dollar contracts with a single item of work, you will generally be paid the total contract price in one lump sum. Payment is made after you deliver the products or services and the Air Force accepts them. For higher value contracts with many items, you can invoice and receive partial payments; for example: in a contract for 100 units with a delivery rate of 20 per month, you can invoice each month for the price of delivered (and accepted) items. The standard payment period on all Air Force contracts and purchase orders is 30 days after receipt of a properly completed invoice. You may be paid in less time if you offer, and the government accepts, a discount for prompt payment. (Sometimes it is uneconomical for the government to accept discounts. The paying office makes the determination based upon (a) the amount of the discount, and (b) the number of days in which to pay.) The time it takes to be paid is directly related to the accuracy of your invoices, so it is worthwhile to understand the payment process thoroughly. The cover sheet of the contract will specify the payment office. Every fixed-price contract contains a clause entitled "Invoices" that sets forth the information to be included in each invoice. If the government fails to pay amounts due on valid invoices within the prescribed time limit, you may be entitled to interest on such amounts.



MINIMUM BID ACCEPTANCE PERIOD - The government is authorized a minimum period of 60 calendar days to award a contract from the date specified in the solicitation for the receipt of bids/proposals. You are entitled to offer a longer bid acceptance period than the government's minimum requirement; however, a bid allowing less than the government's minimum acceptance period will be rejected.

REPRESENTATIONS/CERTIFICATIONS - Section K of the solicitation requires offerors to make declarative assertions regarding their firms' business conditions or ability to comply with certain federal standards. Simply check the appropriate boxes or fill in the requested information when submitting your offer. The representations/certifications that you make include such information as the following: Certificate of Independent Price Determination, Small Business Concern Representations, Clean Air and Water Certification,

Contingent Fee Representation and Agreement, etc. Completing section K of the solicitation and returning the information with your offer is extremely important. If offerors fail to complete section K, in part, or in its entirety, they may be declared nonresponsive and become ineligible for award.

SUBCONTRACTING - One of the best means of getting a "piece of the government contracting pie" is subcontracting opportunities on large dollar defense contracts--an opportunity often overlooked by potential contractors. Every DoD contract over \$1,000,000 for the construction of public buildings, or \$500,000 in the case of all other contracts, requires that large business firms submit a subcontracting plan to the contracting officer explaining how small and small disadvantaged contractors will be utilized. These prime-contractors are further required to designate a Small and Disadvantaged Business Liaison Officer to administer the company's subcontracting programs. The Commerce Business Daily (see Chapter 5 entitled "Getting Started") is a valuable source for identifying potential subcontracting opportunities. On the other hand, if you are a prime-contractor wishing to subcontract a portion of your effort, you need to be aware of an important legal concept in government contracting--"privity of contract". "Privity of contract" asserts that the prime-contractor alone is accountable to the government for contract performance. If problems arise, or delinquencies occur, at the subcontract level during the life of the contract, the prime-contractor is responsible.

SUSPENSION/DEBARMENT - Occasionally, there are instances when contractors are unscrupulous in dealing with the government. Examples include fraud, falsification or destruction of records, making false statements, or, other offenses indicating a lack of business integrity or business honesty that seriously and directly affects contractor responsibility. If a contractor is suspected of such activity, it may be suspended until such time as the allegations are cleared; or, in the event of conviction, it may be debarred for a reasonable period of time. The Air Force will not solicit offers from, award contracts to, or consent to subcontracts with debarred or suspended contractors.

SOCIOECONOMIC PROGRAMS - The Federal Government uses its contracts as vehicles for attaining numerous national, social, and economic goals. As a prospective contractor, you should recognize that participation in DoD contracts may require cooperation and compliance with various programs to achieve government objectives. This pamphlet will examine three socioeconomic programs: Equal Employment Opportunity, Small Business, and Labor Surplus Area.

A. Equal Employment Opportunity. Contractors and subcontractors who awarded more than \$10,000 in government contracts (aggregate value) during any preceding twelve month period are required to comply with federal policy on equal opportunity. The Equal Opportunity Clause requires contractors not to discriminate against any employee or applicant because of race, color, religion, sex, or national origin. Contractors are also required to take affirmative action to ensure equal opportunity exists in all aspects of personnel management and policies such as the following: employment, promotion, demotion, transfer, recruitment, job advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. The Secretary of Labor is responsible for the Equal Employment Opportunity Program and has designated the Office of Federal Contract Compliance to oversee the program. In prospective contracts over \$1,000,000 offerors are subject to a preaward equal opportunity review to determine their eligibility for contract award. Offerors on contracts exceeding \$10,000 must certify they maintain nonsegregated facilities.

Contracts and subcontracts exceeding \$2,500 must contain a clause prohibiting discrimination against any employee or applicant for employment because of a physical or mental handicap, if that person is otherwise qualified for the position. Contracts and subcontracts exceeding \$10,000 must contain a clause prohibiting discrimination against any employee or applicant for employment who is a disabled veteran or veteran of the Vietnam era, if that person is otherwise qualified for the position.

B. The Small Business Program. Small businesses are vital to the economic well-being of the US. The Federal Government promotes the positive contributions small businesses make to our society by developing policies which aid small businesses in obtaining their fair share of government contracts. Before these policies are explained, let's define a small business. A general definition of a small business concern is one that is independently owned and

operated, is not dominant in the field of operation in which it is bidding, and meets the size standard (number of employees and annual revenues) as determined by the Small Business Administration based upon the type of business it is engaged in; for example: construction, manufacturing, nonmanufacturing, etc. To determine if your firm meets the criteria of a small business concern, check with the Small Business Administration or ask your base contracting office's Small and Disadvantaged Business Utilization Specialist for assistance.

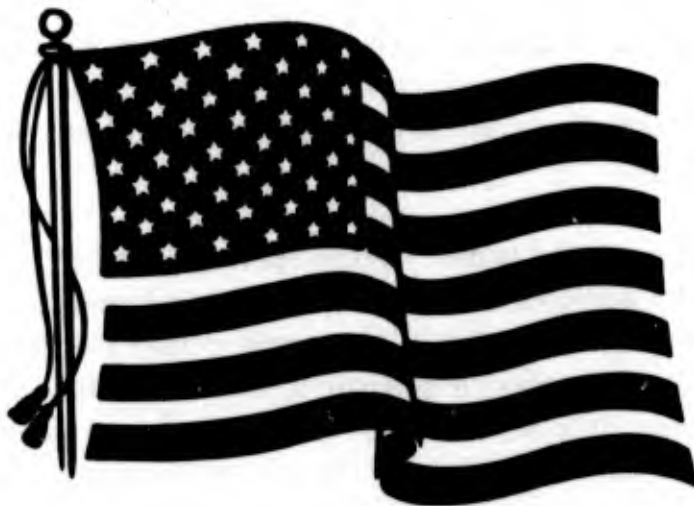
Contracting officers set aside contracts for exclusive small business participation whenever there is a reasonable expectation that at least two responsible small businesses will offer the products and that an award can be made at a reasonable price. This is called a total set-aside. Certain classes of procurements (all purchases under \$10,000 and construction contracts under \$2,000,000) are automatically reserved or set aside for small business awards. Contracting officers must justify in writing any failure to award such procurements to small business.

Sometimes a procurement not suitable for a total set-aside is large enough to be divided into two or more economic production lots. If it is likely that a small business can furnish one or more lots at a reasonable price, regulations require a partial set-aside where a portion of the requirement is made available for award to small business. Any business (large or small) can compete for the non-set-aside portion.

As previously mentioned under "Subcontracting", the DoD encourages prime-contractors to award subcontracts to small business firms. Prior to awarding a contract above \$500,000 (\$1,000,000 for construction) the government requires the prime-contractor to submit a subcontracting plan which must explain how the prime-contractor intends to meet subcontracting obligations to small businesses. Failure to comply with the subcontracting plan is a material breach of the contract which could result in sanctions against the prime-contractor.



C. Labor Surplus Area Program. It is DoD policy to place contracts in geographic regions of the US where unemployment is high whenever feasible. These areas of high unemployment are known as "labor surplus areas." The Department of Labor is responsible for determining labor surplus areas. A labor surplus area concern is one that agrees to perform a substantial proportion of a contract in labor surplus areas--where the prime or first-tier subcontractors incur more than 50 percent of the contract price, through manufacturing or production, in the labor surplus area.



CHAPTER 3

GOVERNMENT PECULIAR CLAUSES



CHANGES - This clause gives the government the unilateral right to modify, or revise, certain requirements of the contract. Justification for such an unusual power is found in the government's need for flexibility in meeting our country's changing military requirements. The contracting officer may order changes in the administrative details of the contract such as location of paying office or name of the contracting officer, or substantive revisions such as changes in design, manufacturing methods, construction details, place of delivery, and packaging. In other words, the clause permits the government to vary the specifications and/or work statement, provided the changes are within the general scope of the contract. These directed changes could have a minor or significant impact on the contractor's materials purchased, engineering effort, production schedules, and utilization of personnel. The clause recognizes that the price of the contract could be affected by the change and provides for an equitable adjustment--a revision in contract price (upward or downward), change in delivery schedule or period of performance, etc.

Every type of contract has a unique changes clause, but there is a common thread running through each. The essential elements of the clause include the following requirements: (1) The change must be within the scope of the contract. (2) The order to change must be in writing. (3) The change must be ordered by an authorized contracting officer. Please refer to the appendices in this pamphlet for the types of changes authorized in these fixed-price contracts: supply, construction, and services.



TERMINATION FOR CONVENIENCE - (Another unilateral right of the government) This clause gives the government the authority to terminate contracts, in whole or in part, when the contracting officer determines it to be in the government's best interest. The government may exercise this right at any time during the period of performance. Why does the government enjoy such latitude in determining whether to curtail a contract

after award? Any of the following reasons could eliminate the need for part, or all, of an existing contract: changes in budgeting and funding, new technology, and disarmament. When such events occur, termination procedures save the government money. Upon receipt of a written termination notice, the contractor must cease work immediately and notify all subcontractors to halt their efforts. The prime contractor prepares a settlement proposal and negotiates the final price with the contracting officer. Profit is allowed on the completed portion of work but anticipatory profit on any unfinished work is prohibited.



CHAPTER 4

TYPICAL BASE CONTRACTING OFFICE (MEET OUR TEAM)

A. Mission

The purpose of the contracting office is to purchase supplies, services, and construction, of specified quality, on schedule, at fair and reasonable prices to support the installation commander's mission requirements.

B. Key Personnel Inside the Contracting Office

1. **Contracting Officer.** This individual has express authority to sign contracts and obligate government funds. The title "Contracting Officer" does not refer to the rank of the individual; many contracting officers are noncommissioned officers or civilians. The title designates the unique responsibility this individual possesses. A contracting officer renders decisions when the parties have a dispute and also provides other written contract direction such as the following: solicitation amendments, contract modifications, termination notices, and stop work orders. Don't accept contract direction from any other government official. Contractors, know your contracting officer!

2. **Base Contracting Officer (BCO).** Individual in charge of the base contracting office. The BCO is usually a captain or major--may be a civilian at some installations.

3. **Contract Specialist.** A key member of the contracting officer's team. This individual may be known by other names: contract negotiator or buyer. Regardless of title, each is an indispensable asset to the organization responsible for a host of duties: compiling solicitations, obtaining quotations, assembling the applicable contract forms, soliciting and receiving offers, conducting negotiations, performing cost or price analysis, chairing preproposal conferences, and negotiating price, delivery, quality, and other contract provisions. At any given time, the contract specialist will be responsible for numerous purchases. In short, the contract specialist keeps the contract wheels well-greased.

4. Contract Administrator (CA). This individual monitors contract performance after award. The CA ensures the contractor complies with contract provisions and takes proactive measures when timely performance is threatened or problems arise after award. Such actions may include the following: conducting preperformance conferences, monitoring the contractor's delivery schedule, issuing and negotiating modifications, processing invoices for payment, and participating in the Quality Assurance Evaluation Program on major service contracts. Generally, only major service and construction contracts require active administration. Most base contracting offices have contract administration divisions/branches to perform this function.

C. Key Personnel Outside the Contracting Office.

1. Quality Assurance Evaluator (QAE). For most base service contracts exceeding \$25,000 the QAE evaluates, then documents, the contractor's performance. The QAE is the technical representative of the base functional area that is responsible for the service; for example: Civil Engineering on a base custodial contract, or Food Services on a mess attendant contract. The QAE assists the contracting officer by checking contractor performance and certifying acceptance of satisfactory services performed; however, **the QAE has no contracting authority.**

2. Inspectors. On construction projects, the Base Civil Engineer will appoint an inspector to ensure the project was completed in accordance with contract specifications. The inspector will monitor the contractor's performance and keep the contracting officer informed of progress. The inspector will either accept or reject the contractor's work at each phase of construction and inform the contracting officer of his findings. After the contractor has corrected all discrepancies, if any, the inspector will recommend to the contracting officer that the completed project be accepted.

3. The User. The user is the person or organization for whom the contract is performed. The user is the consumer of the service or supply purchased and will reap the benefits of contract performance. The user has a vested interest in seeing the contract successfully completed because the user most likely funded the project. The contractor must be alert not to accept direction from the user even though the user may be the most knowledgeable source regarding what is desired. Remember, only the contracting officer may direct contract changes.

CHAPTER 5

GETTING STARTED

SOLICITATION MAILING LIST APPLICATION - How do you get your firm listed with the base contracting office so you can be mailed solicitations? By completing a Standard Form 129, Solicitation Mailing List Application (sample on page 45), and sending it to your local base contracting office, your firm's name will be placed on the source list for those products/ services you indicated you were capable of providing. The base contracting office may ask you to complete a supplemental form that further breaks-down all commodities/services the Air Force purchases. If so, please mark the categories of items you are capable of providing. This will help ensure you receive only solicitations for the goods/services within your firm's capabilities.



PUBLICIZING THE GOVERNMENT'S REQUIREMENTS - Each government purchase above \$10,000 is advertised (the government calls it "synopsized"), in a publication entitled The Commerce Business Daily (CBD) at least 15 days before the solicitation is issued. The CBD also advertises recent contract awards above \$100,000 which provide opportunities for subcontracting. The CBD is published Monday through Friday and may be purchased on an annual subscription of \$175.00 1st Class and \$100.00 2nd Class. To order, send remittance with full mailing address to the nearest Department of Commerce Field Office or to the Superintendent of Documents, Government Printing Office, Washington, DC, 20402 (Tel. 202/783-3238). Make checks or money orders payable to Superintendent of Documents. Allow at least six weeks for delivery of first issue. The CBD is also available for review at your local base contracting office. The base contracting office will also display a "bid board" in a conspicuous place where a copy of each outstanding solicitation may be reviewed by prospective contractors. If you desire a copy of a solicitation, the contracting officer will provide you with one.

NO PRINT

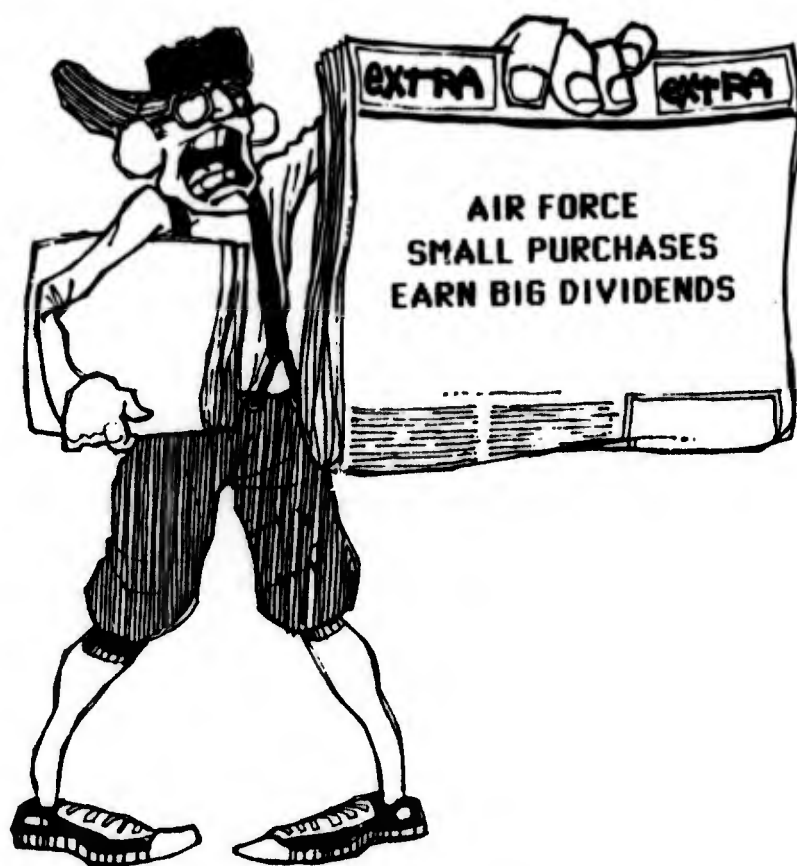
APPENDIX A - SMALL PURCHASE PROCEDURES

Small Purchases are those not exceeding \$25,000 per transaction. Simplified procedures are used and there is a noticeable absence of red tape throughout the contracting process. The government wants these transactions to be as hassle-free as possible and has devised its rules and forms accordingly. Oral quotations may be used in lieu of written quotations. The determination to use either quotation method, written or oral, will depend on such factors as the urgency of the requirement, and the clarity of the item description. Item descriptions must be specific enough so as not to be misunderstood on the telephone. When written quotations are requested, Standard Form 18, Request for Quotations (RFQ), will be used. (A sample RFQ is on page 33.) This form is a request for information and quotations furnished are not offers.

Purchase orders are generally made on DD Form 1155, Order for Supplies or Services, and are either priced or unpriced--the great majority are priced. (See sample of a DD Form 1155 on page 49.) The purchase order is an offer by the government. If you begin performance or make delivery after receipt of the purchase order, you are accepting the government's offer. If the block in Item 16 is checked, indicating that additional general provisions apply, turn the form over and the reverse side will indicate which general provisions are being added. In this case, you are required to sign the bottom of the form and return it to the contracting officer. Your signature on the DD Form 1155r signifies acceptance of the government's offer.

Although the DD Form 1155 is, by far, the most common type of purchase order, occasionally the Air Force will use a Standard Form 44, Purchase Order-Invoice-Voucher, for on-the-spot, over-the-counter purchases of supplies and nonpersonal services. (A sample SF 44 is on page 43.) The SF 44 is a pocket-size, multipurpose form that can be used as a purchase order, receiving report, invoice, and public voucher. It is generally limited to purchases under \$2,500 when the following conditions are met: (1) The supplies or services are immediately available. (2) One delivery and one payment will be made. (3) Its use is determined to be more economical and efficient than use of other small

For repetitive purchases of small quantities of supplies or services, a Blanket Purchase Agreement (BPA) is used. A BPA is much like a charge account. The agreement is issued on a DD Form 1155 which contains price and delivery information as well as general terms and conditions. Usually, BPAs are placed with two or more suppliers of the same type of item/service. Orders are generally placed orally, and payments are made monthly on a summary invoice submitted by the contractor.





APPENDIX B - CONSTRUCTION CONTRACTS

SITE VISITS - Contractors are encouraged to physically inspect proposed construction sites prior to submitting bids. Many times, the contracting officer will inform potential contractors of a government sponsored site visit in the solicitation, setting forth the date and time of such visits. Contractors should take maximum advantage of such opportunities as there is no substitute for seeing the site with one's own eyes; drawings and specifications come into clearer focus at such visits.

PREPERFORMANCE CONFERENCE - After contract award, but prior to commencement of work, the government will generally conduct a conference with the principal players involved in contract performance: contracting officer, contract administrator, contractor, government inspector, safety and fire department representatives, security police, or other experts as needed. The purpose of the conference is to review the contract, discuss special provisions, and answer any questions that may arise. If a conference is not held, the government will send a preconstruction letter to the contractor setting forth the required labor standards.

NOTICE TO PROCEED - The contracting officer will notify the contractor, in writing, when it is time to begin performance. The contractor is required to commence work within 10 calendar days after receiving the "Notice to Proceed". The "Notice to Proceed" is generally furnished to the contractor at the preperformance conference, but will be mailed if a conference is not held. In this case, the contractor is required to sign the notice acknowledging receipt.



APPROVAL OF MATERIALS - Contractor provided materials must be approved by the contracting officer before they may be used in performing the contract. A list of the intended materials must be submitted on AF Form 3000, Material Approval Submittal. This list is generally submitted within 10 days after issuance of the "Notice to Proceed."

REQUIRED BONDS - Payment and performance bonds must be submitted to the contracting officer for construction contracts exceeding \$25,000. Generally, the amount of the performance bond is 100 percent of the contract price, but in no case less than the payment bond. The amount of the payment bond is as follows: (a) 50 percent of contract price when the contract is not more than \$1,000,000; (b) 40 percent of contract price when the contract is more than \$1,000,000 but not more than \$5,000,000; (c) \$2,500,000 when the contract price exceeds \$5,000,000.

REQUIRED INSURANCE - Contractors must possess and maintain the amount of insurance specified in the contract. A certificate or written statement of the amount and type of insurance must be given to the contracting officer prior to starting work. The insurance policies must contain an endorsement which states that any change in coverage adversely affecting Air Force interests will not be effective for such periods as prescribed by the laws of the state in which the contract is to be performed. Prime contractors are also responsible for informing subcontractors of insurance requirements.

LABOR STANDARDS - A preconstruction letter will be issued to all prime contractors informing them of labor standards requirements. It is Air Force policy to ensure full and impartial enforcement of the labor standards in the administration of construction contracts. The Air Force is impartial concerning labor and management disputes. You should, however, report any actual or potential labor disputes or strikes which may interfere with contract performance to the contracting officer. The more important labor standards are highlighted below:

A. DAVIS BACON ACT - This act prescribes minimum wages, benefits, and working conditions on construction contracts in excess of \$2,000. The act requires all laborers and mechanics working under government contract to be paid at least the minimum wage rate and fringe benefits for the classification of work determined by the US Labor Department. Laborers or mechanics performing work in more than one classification may be compensated for the time actually worked in each classification. The employer's (prime or subcontractor's) payroll records must accurately reflect the time spent in each classification. Apprentices are allowed to work for less than the predetermined wage rate provided they meet additional requirements contained in the clause. To comply with the act, please remember the following requirements:

(1) Identify all subcontractors on SF Form 1413, Statement of Acknowledgement, who will be employed to work on your contract.

(2) Post all applicable wage/benefit determinations and the Davis-Bacon poster (WH-1321) on the job, in a prominent and accessible place, at all times.

(3) Retain payroll records during the course of the contract and for a period of three years after completion. (You may be required to submit a copy of payrolls to the contracting officer weekly for your firm and all subcontractors.)

(4) If you fail to submit the required records or to make them available, the contracting officer may take such action as necessary to suspend any further payment, advance, or guarantee of funds.

B. WORK HOURS ACT - It requires payment of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in a workweek. Violation of this act could cause the prime-contractor to be liable for the unpaid wages of subcontractors who fail to properly compensate their employees.

C. COPELAND ANTICKICKBACK ACT - It provides protection to workers from being forced, intimidated, threatened by dismissal from employment, or induced in any manner to give up any part of the compensation to which he/she is entitled. Violation of this act could result in fines not more than \$5,000 or imprisonment for not more than 5 years or both.

PAYMENTS - Payments are generally made monthly based on contracting officer approval of the percentage of work completed. If problems arise during performance, the contracting officer may retain ten percent of the estimated contract amount until final acceptance of the project.





IMPORTANT CLAUSES

CHANGES - The construction "changes" clause authorizes the contracting officer to make any change in the work within the general scope of the contract, including but not limited to changes

- (a) in the specifications (including drawings and design),
- (b) in the method or manner of performance of the work,
- (c) in the government-furnished facilities, equipment, materials, services, or site, or
- (d) directing acceleration in the performance of work.

As previously mentioned, all government directed changes must be performed by the contractor, but an equitable adjustment to the contract (increase or decrease in price, change in period of performance, etc.) will be negotiated by the parties. This equitable adjustment will be reflected in a modification to the contract.

LIQUIDATED DAMAGES - Liquidated Damages' (LD) provisions are used to compensate the government when there is a possibility the government will suffer specific losses from the contractor's failure to complete the work on time. Such losses may include costs for substitute facilities, rental of buildings, or continued payment of quarters allowances. LDs are set with reference to probable actual damage and are assessed for each calendar day of delay in completion. When LDs are used where different completion dates exist for separate stages of work, the clause should be tailored accordingly. The LD clause is mandatory for construction contracts exceeding \$25,000.

DIFFERING SITE CONDITIONS - This clause is necessary where the contractor may encounter unknown and unanticipated physical conditions at the site of the project which could delay performance, increase costs, or both. By providing a simple and quick relief for changed physical conditions, the clause helps eliminate the tendency of some contractors to submit inflated bid prices based on the worst physical conditions that might be encountered. To assure accurate pricing and truly competitive bids, the government assumes liability for what is described as naturally different conditions. The clause states, "The contractor shall promptly, and before such conditions are disturbed, notify the contracting officer in writing of (1) subsurface or latent physical conditions at the site

differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract."

SUSPENSION OF WORK - This clause provides for the suspension, delay, or interruption of construction projects at the government's convenience. All or part of the work may be suspended for as long as the contracting officer deems necessary although a time period may not be stated; however, the time of suspension is for as limited a period as practicable. If the suspension period is unreasonable and directly results in increased costs, the contract will be adjusted.



WARRANTY OF CONSTRUCTION - In this optional clause, the contractor warrants (guarantees) that the work performed conforms to contract requirements and is free from any defect in material, equipment, design, or workmanship performed by the contractor or any subcontractor. The warranty is valid for a period of one year from the date of final project acceptance. If a defect is discovered, the contracting officer will notify the contractor, in writing, within a reasonable period of time. If the contractor fails to remedy the defect, the government has the right to replace, repair, or otherwise remedy the defect at the contractor's expense. The contractor is not liable for repair of any defects of material or design furnished by the government unless a defect is caused by the negligence of the contractor or any subcontractor.



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APPENDIX C- SERVICE CONTRACTS



Although base-level service contracts are predominantly firm fixed-price, the recent trend is toward contracts that include incentive provisions to improve contract performance. Experience shows that when contractors are positively motivated to improve performance through award fee/incentive provisions, quality is not sacrificed at the expense of reducing costs. Service contract tasks are contained in "performance oriented" work statements. In other words, the government states the overall results desired and the contractor uses its best methods to meet the overall performance standards. The government is moving away from a position of telling the contractor how to perform tasks and moving towards a position where quality/performance levels are results-oriented and established at contract start.

There are two types of service contracts: personal and nonpersonal. Personal service contracts are those where an employer/employee relationship exists between the government and contractor. In such a contract, the government provides day-to-day supervision and management of contract employees. Nonpersonal service contracts, on the other hand, state only the tasks or results to be achieved during performance; the contractor is responsible for managing his work force to comply with the contract tasks and is evaluated accordingly. Only nonpersonal service contracts are awarded at base-level. If government employees begin to direct the activities of the contractor's work force, the contractor should not accept such direction and should bring the matter to the attention of the contracting officer.

SERVICES CONTRACT ACT OF 1965 - Prescribes wages, fringe benefits, and work conditions for service contracts in excess of \$2,500. Each employee is required to be paid no less than the minimum wages and fringe benefits determined by the Secretary of Labor. Wages for each class of employee will be established in the contract. Employees may not work more than 40 hours in any week without being paid at least one and one-half times their normal wage rate; the contracting officer also has the authority to withhold sufficient money to pay underpaid employees.

GOVERNMENT SURVEILLANCE - Regardless of contract amount, the government monitors contract performance on services contracts. On smaller contracts (generally those between \$25,000 and \$100,000), the government may perform surveillance by using a checklist, or rely on a formal customer complaint program that allows users of the service to make written complaints to the contracting officer when services have not been performed satisfactorily. (Customer complaints, by themselves, are seldom used to reject a service or to make payment adjustments in the contract.) Larger service contracts (generally those greater than \$100,000 but as low as \$25,000) usually employ a formal surveillance method--the Quality Assurance Evaluation Program (QAEP). The QAEP generally uses "random sampling" (services are inspected on a random basis) to monitor frequently performed services. Each major contract task contains an Acceptable Quality Level (AQL) table stating the number of defects allowed per month based upon the total number of inspections. As long as the contractor performs within the AQL for each task, the government considers his performance to be satisfactory and the contractor may bill, in full, for that month's services. If the contractor's monthly performance is less than satisfactory, the government will deduct the fair amount (as specified in the contract) for the unsatisfactory service.

OPTION PROVISIONS - Option provisions allow the government to extend the period of performance for a specified length of time. Most service contracts are funded on a fiscal year basis; therefore, they are usually written so the period of performance does not cross fiscal years--usually expiring on 30 September. Option provisions allow the government to continue services into the new fiscal year. Before exercising an option to extend the term of the contract, the government must have a continuing need for the service and it must be in the best interest of the government to continue performance; for example: contractor performance is satisfactory, and the option price remains fair and reasonable. If the government expects to exercise an option, the contractor will be given preliminary written notice at least 60 days before the contract expires.



IMPORTANT CLAUSES

INSPECTION OF SERVICES - This clause gives the government the right to inspect and test all contract services and requires the contractor to provide and maintain an acceptable inspection system. "Services" as used in this clause,

include the following: services performed, workmanship, and material furnished or utilized in the performance of services. If any of the services do not conform with contract requirements, the government may require the contractor to repeat the services according to contract requirements at no increase in contract price. When defects in services can not be corrected by reperformance, the government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements, and (2) reduce the contract price to reflect the reduced value of the services performed.

WARRANTY OF SERVICES - In this optional clause, the contractor warrants (guarantees) that all services performed will be free from defects in workmanship and conform to contract requirements. If defects are discovered, the contracting officer will give written notice to the contractor within (number of days) from the date of government acceptance. The notice will state one of the following two conditions: (a) The contractor will correct or reperform any defective or nonconforming services. (b) The government does not require correction or reperformance. If the contractor is required to correct or reperform, it will be at no cost to the government. If the government does not require correction or reperformance, the contracting officer will make an equitable adjustment in the contract price.

CHANGES - This required clause gives the contracting officer the right to direct certain unilateral changes provided they are within the general scope of the contract. Changes may be made in

- (a) drawings, designs, or specifications,
- (b) method of shipment or packing, and
- (c) place of delivery

As in all changes clauses, the contractor has the right to assert a claim for adjustment within thirty days (unless a different period is specified) of receiving the "change order" and the parties will then negotiate an equitable adjustment to the contract.



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APPENDIX D - SUPPLY CONTRACTS



IMPORTANT CLAUSES

CHANGES - This required clause gives the contracting officer the right to direct certain unilateral changes provided they are within the general scope of the contract. Changes may be made in

- (a) drawings, designs, or specifications,
- (b) method of shipment or packing, and
- (c) place of delivery.

As in all changes clauses, the contractor has the right to assert a claim for adjustment within thirty days (unless a different period is specified) of receiving the "change order" and the parties will then negotiate an equitable adjustment to the contract.

VARIATION IN QUANTITY - This optional clause gives the government the authority to specify adjustments (increases or decreases) in the percentages of items purchased. The variations must be caused by conditions of loading, shipping or packing, or allowances in manufacturing processes. The purchase of lumber is a good example where variations may be authorized because lumber is typically sold by board foot where precise measurement is impractical.

BUY AMERICAN ACT - This clause restricts purchases to domestic goods (made in USA) unless the items are unavailable or too costly. DoD has waived this restriction for goods from NATO countries and certain other nations.

WALSH-HEALEY PUBLIC CONTRACTS ACT - In contracts exceeding \$10,000 for the manufacture or furnishing of materials, supplies, articles, or equipment, the offeror must certify as part of its bid/proposal that it is a regular dealer, or a manufacturer of the supplies offered. The act also states that all contract employees whose work relates to the contract will be paid not less than the minimum wage prescribed by the Secretary of Labor.



WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE - Under this optional clause, the contractor warrants (guarantees) that for a specified period of time after delivery, or for deliveries up to a specific milestone; for example: number of miles traveled, hours of use, etc., that all supplies furnished under the contract will be free from defects in material or workmanship and will conform with all contract requirements. If the government discovers a defect in the item(s), the contracting officer will notify the contractor, in writing, and may take one of the following two courses of action: (a) require the prompt correction or replacement of any supplies or parts (including packaging) that do not conform, (b) retain the defective supplies and reduce the contract price by an equitable amount. When return, correction, or replacement is required, transportation charges and responsibility for supplies in transit are borne by the contractor.



APPENDIX E - FREQUENTLY USED FORMS

SF 18	Request for Quotations
SF 26	Award/Contract
SF 30	Amendment of Solicitation/Modification of Contract
SF 33	Solicitation, Offer and Award
SF 36	Continuation Sheet
SF 44	Purchase Order--Invoice--Voucher
SF 129	Solicitation Mailing List Application
SF 1442	Solicitation, Offer, and Award (Construction, Alteration, or Repair)
DD 1155	Order for Supplies or Services/Request for Quotations
DD 1707	Information to Offerors or Quoters



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REPRESENTATIONS, CERTIFICATIONS, AND PROVISIONS

The following representation applies when the contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.

52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (Apr 84)

The quoter represents and certifies as part of its quotation that it ☐ is, ☐ is not a small business concern and that ☐ all, ☐ not all supplies to be furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

The following provision is applicable if required on the face of the form:

52.219-2 Notice of Small Business-Small Purchase Set-Aside (Apr 84)

Quotations under this acquisition are solicited from small business concerns only. Any acquisition resulting from this solicitation will be from a small business concern. Quotations received from concerns that are not small businesses shall not be considered and shall be rejected.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9. SA. AMENDMENT OF SOLICITATION NO.

10. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(V) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

(Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.)

15A. NAME AND TITLE OF SIGNER (Type or print) 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 15E. UNITED STATES OF AMERICA 15D. DATE SIGNED

(Signature of person authorized to sign)

BY (Signature of Contracting Officer)

NSN 7540-01-152-0070
PREVIOUS EDITION UNUSABLE

30-109

STANDARD FORM 38 (REV. 10-63)
Prescribed by GSA
FAR (48 CFR) 53.243

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

- (a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) Item 3 (Effective date).
- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
 - (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
 - (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
 - (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
 - (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) Items 9. (Amendment of Solicitation No.—Dated), and 10. (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:
- (1) Accounting classification
Net increase \$
 - (2) Accounting classification
Net decrease \$
- NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet"
- (g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) Item 14 (Description of Amendment/Modification).
- (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.
 - (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
 - (i) Total contract price increased by \$
 - (ii) Total contract price decreased by \$
 - (iii) Total contract price unchanged.
 - (3) State reason for modification.
 - (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
 - (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —
 - (i) A reference to the letter determination; and
 - (ii) A statement of the net amount determined to be due in settlement of the contract.
 - (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

STANDARD FORM 38 BACK (REV. 10-83)

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		2. PAYING	PAGE OF
3. CONTRACT NO.	4. SOLICITATION NO.	5. TYPE OF SOLICITATION		6. DATE ISSUED	PAGES
		☐ SEALED BID (IFB) ☐ NEGOTIATED (RFP)		7. REQUISITION/PURCHASE NO.	
7. ISSUED BY		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handwritten, in the depository located in _____ until _____ local time _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME _____ B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) _____

11. TABLE OF CONTENTS

W/	SEC.	DESCRIPTION	PAGE(S)	W/	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-6)

15 CALENDAR DAYS	30 CALENDAR DAYS	35 CALENDAR DAYS	CALENDAR DAYS
%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR

CODE _____ FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO. (Include area code) _____

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE ☐

17. SIGNATURE _____

18. OFFER DATE _____

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED _____

20. AMOUNT _____

21. ACCOUNTING AND APPROPRIATION _____

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304(c)(1) _____ ☐ 41 U.S.C. 253(c)(1) _____

24. ADMINISTERED BY (If other than Item 7): CODE _____

23. SUBMIT INVOICES TO ADDRESS SHOWN IN _____ ITEM (4 copies unless otherwise specified)

25. PAYMENT WILL BE MADE BY _____ CODE _____

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

28. AWARD DATE _____

(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice.

NSN 7546-01-152-0064
PREVIOUS EDITION NOT USABLE

33-132

STANDARD FORM 33 (REV. 4-65)
Prescribed by GSA
FAR (48 CFR) 53.214(c)

NO PRINT

NO PRINT

U.S. GOVERNMENT

PURCHASE ORDER—INVOICE—VOUCHER

Anyone who finds this booklet, please notify:

OFFICE:

TELEPHONE NUMBER:

NSN 7548-01-112-2012
PREVIOUS EDITION USABLE
4-6-62

STANDARD FORM NO. 64, 10-62
REPRODUCED BY GSA
FOR THE GPO SYSTEM

SOLICITATION MAILING LIST APPLICATION

1. TYPE OF APPLICATION

☐ INITIAL ☐ REVISION

2. DATE

FORM APPROVED
OMB NO.
3090-0009

NOTE—Please complete all items on this form. Insert N/A in items not applicable. See reverse for instructions.

3. NAME AND ADDRESS OF FEDERAL AGENCY TO WHICH FORM IS SUBMITTED (Include ZIP code)

4. NAME AND ADDRESS OF APPLICANT (Include county and ZIP code)

5. TYPE OF ORGANIZATION (Check one)

☐ INDIVIDUAL ☐ NON-PROFIT ORGANIZATION
☐ PARTNERSHIP ☐ CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF

6. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED (If different than item 4)

A. PRESIDENT

7. NAMES OF OFFICERS, OWNERS, OR PARTNERS

B. VICE PRESIDENT

C. SECRETARY

D. TREASURER

E. OWNERS OR PARTNERS

8. AFFILIATES OF APPLICANT (Name, location and nature of affiliation. See definition on reverse.)

9. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN YOUR NAME (Indicate if agent)

NAME

OFFICIAL CAPACITY

TELE. NO. (Include area code)

10. IDENTIFY EQUIPMENT, SUPPLIES, AND/OR SERVICES ON WHICH YOU DESIRE TO MAKE AN OFFER (See attached Federal agency's supplemental listing and instructions, if any)

11A. SIZE OF BUSINESS (See definitions on reverse)

☐ SMALL BUSINESS (If checked, complete items 11B and 11C) ☐ OTHER THAN SMALL BUSINESS

11B. AVERAGE NUMBER OF EMPLOYEES (Including affiliates) FOR FOUR PRECEDING CALENDAR QUARTERS

11C. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS

\$

12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses)

☐ DISADVANTAGED BUSINESS ☐ WOMAN-OWNED BUSINESS

13. TYPE OF BUSINESS (See definitions on reverse)

☐ MANUFACTURER OR PRODUCER ☐ REGULAR DEALER (Type 1) ☐ CONSTRUCTION CONCERN ☐ SURPLUS DEALER
☐ SERVICE ESTABLISHMENT ☐ REGULAR DEALER (Type 2) ☐ RESEARCH AND DEVELOPMENT

14. DUNS NO. (If available)

15. HOW LONG IN PRESENT BUSINESS?

16. FLOOR SPACE (Square feet)

A. MANUFACTURING

B. WAREHOUSE

17. NET WORTH

A. DATE

B. AMOUNT

\$

18. SECURITY CLEARANCE (If applicable, check highest clearance authorized)

FOR

TOP SECRET

SECRET

CONFIDENTIAL

C. NAMES OF AGENCIES WHICH GRANTED SECURITY CLEARANCES (Include dates)

A. KEY PERSONNEL

B. PLANT ONLY

CERTIFICATION—I certify that information supplied herein (including all pages attached) is correct and that neither the applicant nor any person (or persons) in any connection with the applicant as a principal or officer, so far as is known, is now convicted or otherwise declared ineligible by any agency of the Federal Government from making offers for furnishing materials, supplies, or services to the Government or any agency thereof

19. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)

20. SIGNATURE

21. DATE SIGNED

NSN 7546-01-122-6006
PREVIOUS EDITIONS UNUSABLE

129-106

STANDARD FORM 129 (REV. 10-63)
Prescribed by GSA
FAR (48 CFR) 53.214(c)

INSTRUCTIONS

Persons or concerns wishing to be added to a particular agency's bidder's mailing list for supplies or services shall file this properly completed and certified Solicitation Mailing List Application, together with such other lists as may be attached to this application form, with each procurement office of the Federal agency with which they desire to do business. If a Federal agency has attached a Supplemental Commodity list with instructions, complete the application as instructed. Otherwise, identify in Item 10 the equipment, supplies and/or services on which you desire to bid. (Provide Federal Supply Class or Standard Industrial Classification Codes if available.) The application shall be submitted and signed by the principal as distinguished from an agent, however constituted.

After placement on the bidder's mailing list of an agency, your failure to respond (submission of bid, or notice in writing, that you are unable to bid on that particular transaction but wish to remain on the active bidder's mailing list for that particular item) to solicitations will be understood by the agency to indicate lack of interest and concurrence in the removal of your name from the purchasing activity's solicitation mailing list for the items concerned.

SIZE OF BUSINESS DEFINITIONS

(See Item 11A.)

a. Small business concern—A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is competing for Government contracts and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

b. Affiliates—Business concerns are affiliates of each other when either directly or indirectly (i) one concern controls or has the power to control the other, or (ii) a third party controls or has the power to control both. In determining whether concerns are independently owned and operated and whether or not affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationship. (See Items 8 and 11A.)

c. Number of employees—(Item 11B) In connection with the determination of small business status, "number of employees" means the average employment of any concern, including the employees of its domestic and foreign affiliates, based on the number of persons employed on a full-time, part-time, temporary, or other basis during each of the pay periods of the preceding 12 months. If a concern has not been in existence for 12 months, "number of employees" means the average employment of such concern and its affiliates during the period that such concern has been in existence based on the number of persons employed during each of the pay periods of the period that such concern has been in business.

TYPE OF OWNERSHIP DEFINITIONS

(See Item 12.)

a. "Disadvantaged business concern"—means any business concern (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is

owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals.

b. "Women-owned business"—means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

TYPE OF BUSINESS DEFINITIONS

(See Item 13.)

a. Manufacturer or producer—means a person (or concern) owning, operating, or maintaining a store, warehouse, or other establishment that produces, on the premises, the materials, supplies, articles, or equipment of the general character of those listed in Item 10, or in the Federal Agency's Supplemental Commodity List, if attached.

b. Service establishment—means a concern (or person) which owns, operates, or maintains any type of business which is principally engaged in the furnishing of nonpersonal services, such as (but not limited to) repairing, cleaning, redecorating, or rental of personal property, including the furnishing of necessary repair parts or other supplies as part of the services performed.

c. Regular dealer (Type 1)—means a person (or concern) who owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character listed in Item 10, or in the Federal Agency's Supplemental Commodity List, if attached, are bought, kept in stock, and sold to the public in the usual course of business.

d. Regular dealer (Type 2)—in the case of supplies of particular kinds (at present, petroleum, lumber and timber products, machine tools, raw cotton, green coffee, hay, grain, feed, or straw, agricultural liming materials, etc., raw or unmanufactured cotton lintens and used ADPE), Regular dealer means a person (or concern) satisfying the requirements of the regulations (Code of Federal Regulations, Title 41, 50-201.101(a)(2)) as amended from time to time, prescribed by the Secretary of Labor under the Walsh-Healey Public Contracts Act (Title 41 U.S. Code 35-45). For coal dealers see Code of Federal Regulations, Title 41, 50-201.504(a).

• **COMMERCE BUSINESS DAILY**—The Commerce Business Daily, published by the Department of Commerce, contains information concerning proposed procurements, sales, and contract awards. For further information concerning this publication, contact your local Commerce Field Office.

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO.		2. TYPE OF SOLICITATION		3. DATE ISSUED		PAGE OF PAGES	
				☐ SEALED BID (SFB) ☐ NEGOTIATED (SNF)					
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.									
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.				6. PROJECT NO.			
7. ISSUED BY		CODE		8. ADDRESS OFFER TO					
9. FOR INFORMATION CALL:		A. NAME				B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)			
SOLICITATION									
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". IS THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (YES, DESCRIBE NO. 200)?									

11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving
☐ award. ☐ notice to proceed. This performance period is ☐ mandatory. ☐ negotiable. (See _____)
- 12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
 (If "YES," indicate within how many calendar days after award in Item 12B.)
- ☐ YES ☐ NO
- 12B. CALENDAR DAYS
- IX. ADDITIONAL SOLICITATION REQUIREMENTS:
- A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ (hour)
 local time _____ (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes
 containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is. ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by
 reference.
- D. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will be
 rejected.

17. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		18. TELEPHONE NO. (Include area code)																			
19. NIGHT/STANDARD TIME (Include only if different from 10)		20. TELETYPE NO. (Include only if different from 10)																			
21. CODE		22. FACILITY CODE																			
23. The offer or agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirements stated in item 13D. Failure to insert any number means the offeror accepts the minimum in item 13D.)																					
24. AMOUNTS ▶																					
25. The offeror agrees to furnish any required performance and payment bonds.																					
26. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 15%;">AMENDMENT NO.</th> <th style="width: 15%;">DATE</th> <th style="width: 15%;">DESCRIPTION</th> <th style="width: 15%;">DATE</th> <th style="width: 15%;">DESCRIPTION</th> <th style="width: 15%;">DATE</th> <th style="width: 15%;">DESCRIPTION</th> <th style="width: 15%;">DATE</th> <th style="width: 15%;">DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>				AMENDMENT NO.	DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION									
AMENDMENT NO.	DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION													
27. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		28. SIGNATURE																			
29. OFFER DATE		30. AWARD (To be completed by Government)																			
31. ITEMS ACCEPTED:																					
32. AMOUNT																					
33. ACCOUNTING AND APPROPRIATION DATA																					
34. SUBMIT INVOICES TO ADDRESS SHOWN IN: (4 copies unless otherwise specified)		35. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO																			
36. ADMINISTERED BY		37. PAYMENT WILL BE MADE BY																			
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE																					
☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office. Contractor agrees to furnish and deliver all items or perform all work, requirements identified on this form and any construction sheets for the construction items in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clause, representations, certifications, and specifications incorporated by reference in or attached to this contract.		☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award constitutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.																			
38. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		39. NAME OF CONTRACTING OFFICER (Type or print)																			
40. SIGNATURE		41. UNITED STATES OF AMERICA																			
42. DATE		43. AWARD DATE																			

**THIS PARAGRAPH APPLIES ONLY
TO QUOTATIONS SUBMITTED:**

Supplies are of domestic origin unless otherwise indicated by quote. The Government reserves the right to consider quotations or modifications thereof received after the date indicated above such as to be in the interest of the Government. This is a request for information and quotations furnished are not offers. When quoting, complete blocks 11, 12, 22, 23, 28. If you are unable to quote, please advise. This request does not commit the Government to pay any cost incurred in preparation or the submission of this quotation or to procure or contract for supplies or services.

GENERAL PROVISIONS

1. INSPECTION AND ACCEPTANCE - Inspection and acceptance will be at destination, unless otherwise provided. Last delivery and acceptance, and after any repurchase, risk of loss will be on the Contractor unless loss results from negligence of the United States Government. Notwithstanding the requirements for any Government inspection and not contained in specifications applicable to this contract, except where specified inspections or tests are specified for performance solely by the Government, the contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable the technical requirements for the manufacturer's part numbers specified herein.

2. VARIATION IN QUANTITY - No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

3. PAYMENTS - Invoices shall be submitted in quadruplicate (one copy shall be marked "Original") unless otherwise specified, and shall contain the following information: Contract or order number, item number, contract description of supplies or services, time, quantity, unit price and extended totals. Bill of lading number and weight of shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants.

4. DISCOUNTS - In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when acceptance is at the point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at other of these points, or from the date the correct invoice or voucher is received in the office specified by the Government, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

5. DISPUTES - This contract is governed by the Contract Disputes Act of 1978 (Public Law 95-563) (the "Act"). The Act provides administrative procedures for the submission, analysis, negotiation, and if necessary, litigation of claims relating to this contract. The parties to this contract must comply with certain time restrictions on rendering of contracting officer decisions on claims, and on the appeal of those decisions. Further details on the rights and remedies under the Act may be found in the DAK at 1-314.

6. FOREIGN SUPPLIES - This contract is subject to the Buy American Act (41 U.S.C. 101-105) as implemented by Section VI of the DAK and any restrictions in appropriation acts on the procurement of foreign supplies. The quotation must identify any foreign items to be furnished.

7. CONVICT LABOR - In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 95-178, September 10, 1963 (18 U.S.C. 4082(c)(2)) and Executive Order 11735, December 29, 1973.

8. OFFICIALS NOT TO BENEFIT - No member of or Delegate to Congress or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

9. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this

contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10. GRATUITIES - (a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing, by the Secretary or his duly authorized representative, that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract, provided, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court. (b) In the event this contract is terminated as provided in paragraph (a) hereof the Government shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the sums incurred by the Contractor in providing any such gratuity to any such officer or employee. (c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11. CONDITION FOR ASSIGNMENT - This Purchase Order may not be assigned pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 303, 41 U.S.C. 15), unless or until the supplier has been requested and has accepted this order by executing the Acceptance herein.

12. COMMERCIAL WARRANTY - The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

13. PRIORITIES, ALLOCATIONS, AND ALLOTMENTS - The Contractor shall follow the provisions of DMS Reg. 1, or DPS Reg. 1 and all other applicable regulations and orders of the Bureau of Domestic Commerce in obtaining controlled materials and other products and materials needed to fill this order.

14. FAST PAYMENT PROCEDURE

(a) General. This is a fast payment order. Invoices will be paid on the basis of the Contractor's delivery to a post office, common carrier, or in shipment by other means, to the point of first receipt by the Government.

(b) Responsibility for Supplies. Title to the supplies shall vest in the Government upon delivery to a post office or common carrier for shipment to the specified destination. If shipment is by means other than post office or common carrier, title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the purchase order, the Contractor shall assume all responsibility and risk of loss for supplies (i) not received at destination, (ii) damaged in transit, or (iii) not conforming to purchase requirements. The Contractor shall either replace, repair, or correct such supplies promptly at his expense, provided instructions to do so are furnished by the Contracting Officer within ninety (90) days from the date title to the supplies vests in the Government. (180 days for overseas shipment.)

(c) Preparation of Invoice

(1) Upon delivery of supplies to a post office, common carrier, or in shipments by other means, the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with Clause J of the General Provisions of Purchase Order, except that invoices under a blanket purchase agreement shall be prepared in accordance with the provisions of the agreement. All invoices shall also be prominently marked "Fast Pay."

(2) If the purchase price excludes the cost of transportation the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The cost of parcel post insurance will not be paid by the Government. If transportation charges are separately stated on the invoice, the Contractor agrees to retain related paid freight bills or other transportation billings paid separately for a period of three (3) years and to furnish such bills to the Government when requested for audit purposes.

(3) In the event this order requires the preparation of a Material Inspection and Receiving Report (IMR) form (254), the Contractor has the option of either preparing the IMR Form 254 or including the following information on the invoice, in addition to that required in (c)(1) above: (A) a statement in prominent letters:

"NO DD FORM 250 PREPARED" (B) shipment number; (C) mode of shipment; and (D) date item level; (E) National Stock Number and or manufacturer's part number; (F) unit of measure; (G) Ship-To-Point; (H) Mark-For-Point if in contract; and (I) MILSTRIP document number if in contract. When a DD Form 250 is not required, the invoice will include the following information: (i) Ship-To-Point; (ii) Mark-For-Point and MILSTRIP document number if in contract; as well as the information in (c)(1) above in all cases where no DD Form 250 is prepared, a copy of the invoice will be included in each shipment.

(d) Certification of Invoice. The Contractor agrees that the submission of an invoice to the Government for payment is a certification that the supplies for which the Government is being billed have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that such supplies are in the quantity and of the quality designated by the cited purchase order.

**OUTER SHIPPING CONTAINERS SHALL BE
MARKED "FAST PAY"**

15. This clause applies if this contract is for services and is not exempted by applicable regulations of the Department of Labor.

SERVICE CONTRACT ACT OF 1965 - Except to the extent that an exemption, variation or tolerance would apply pursuant to 29 CFR 4.6 if this were a contract in excess of \$2,500, the Contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (current minimum wage). However, in cases where section 6 (a)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. All regulations and interpretations of the Service Contract Act of 1965 expressed in 29 CFR Part 4 are hereby incorporated by reference in this contract.

ADDITIONAL GENERAL PROVISIONS

16. CHANGES - The Contracting Officer may at any time by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Contracting Officer, if he deems that the fairly-made such action, may reserve and set upon any such claim if asserted prior to final payment. Under this contract, failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

17. TERMINATION FOR DEFAULT - The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services provided that, if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 18. As used in this provision the term "subcontractor" and "subcontracting" means subcontractors at any tier.

18. TERMINATION FOR CONVENIENCE - The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Government. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with Section VIII of the Defense Acquisition Regulation in effect on this contract's date. To the extent that this contract is for services and is so terminated, the Government shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

19. ASSIGNMENT OF CLAIMS - Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 303, 41 U.S.C. 15). However, payments to an assignee of monies under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off (See Clause 11).

ACCEPTANCE

THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED

DD FORM 1155r
82 SEP

PREVIOUS EDITIONS ARE OBSOLETE

INFORMATION TO OFFERORS OR QUOTERS (Section A - Cover Sheet)		SOLICITATION NUMBER ☐ ADVERTISED (RFB) ☐ NEGOTIATED (RFP) ☐ NEGOTIATED (RFO)	
ISSUING OFFICE (Complete mailing address including Zip Code)		PART I - GENERAL INSTRUCTIONS	
ITEM(S) TO BE PURCHASED (Brief description)			
THIS PROCUREMENT IS: ☐ UNRESTRICTED ☐ SET-ASIDE (This is a _____% set-aside for ☐ Small Business. ☐ Labor Surplus Area Concerns or ☐ Combined Small Business/Labor Surplus Area Concerns.) (See Section C of the Table of Contents in this solicitation for details of the set-aside.)			
NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION. You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause. "Fill-ins" are provided on the face and reverse of Standard Forms 18 and 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability. See the paragraph of this solicitation entitled "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals." The envelope used in submitting your reply must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document. If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY. Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.			
ADDITIONAL INFORMATION			
FOR INFORMATION ON THIS PROCUREMENT WRITE OR CALL			
NAME AND ADDRESS		TELEPHONE (AREA CODE NO. AND EXT.)	NO COLLECT CALLS
DD FORM 1707		REPLACES DD FORMS 1706 AND 1707 WHICH ARE OBSOLETE	
		S/N 0102-LF-001-7070	

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A. REFERENCES CITED

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2. Air Force Logistics Management Center. Commander's Guide to Air Force Base-Level Contracting - 1985. Gunter Air Force Station, Alabama, 1985.
3. Air Force Logistics Management Center. Preperformance Conference Brochure for Air Force Base-Level Contracting. Gunter Air Force Station, Alabama, 1985.
4. Air University, Contracting Supervisor. Volumes I, II, & III. Extension Course Institute, CDC 65170, Gunter Air Force Station, Alabama, 1985.
5. Headquarters, Naval Material Command. Defense Termination Settlement. Washington, DC, FY-85.
6. US Department of the Air Force. AF/RDC Contracting Mini-Book, 1986. Deputy Chief of Staff/Research, Development, and Acquisition. Directorate of Contracting and Manufacturing Policy. Washington, DC, 1986.
7. US Department of Defense. Selling to the Military. Washington DC: Government Printing Office, 1983.

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8. US Department of Defense. Small and Disadvantaged Business Utilization Specialists. Office of the Secretary of Defense. Washington, DC: Government Printing Office, Undated.
9. US Government: General Services Administration. Federal Acquisition Regulation. Chapter 137, Title 10, United States Code. Washington, DC: Government Printing Office, 1984.
10. US Government: Office of the Secretary of Defense. Guide to the Defense Contracting Regulations For Small Business, Small Disadvantaged Business, & Women-Owned Small Business. Directorate of Small and Disadvantaged Business Utilization. Washington, DC: Government Printing Office, 1985.
11. US Government: Office of the Secretary of Defense. Guide to the Preparation of Offers for Selling to the Military. Directorate of Small and Disadvantaged Business Utilization. Washington, DC: Government Printing Office, 1985.

B. RELATED SOURCES

Official Documents

12. Air University, Contracting Supervisor. Volumes I, II, & III. Extension Course Institute, CDC 65150, Gunter Air Force Station, Alabama, 1985.
13. US Government. A Quest for Excellence. Final Report by the President's Blue Ribbon Commission on Defense Management. Washington, DC: Government Printing Office, June 1986.