

TRM 4101.03 PROCUREMENT TECHNICAL REFERENCE MANUAL



U.S. Department of Justice  
Federal Bureau of Prisons

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# Technical Reference

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OPI: ADM  
NUMBER: 4101.03  
DATE: 9/22/99  
SUBJECT: Procurement

# Procurement

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**PART 1. - GENERAL****SUBPART 1.1 - PURPOSE, AUTHORITY, ISSUANCE****1.101 - Purpose, Authority, Applicability, and Issuance**

a. The Procurement Technical Reference Manual (TRM) 025.01 is established to provide consistent acquisition guidance and procedural instructions for Bureau facilities. The TRM supplements the Bureau of Prisons Acquisition Policy (BPAP), P.S. 4100.03. Contracting Officers should consult all sources to ascertain the total acquisition policy in any area.

b. The development of the Procurement TRM system is in accordance with Federal Acquisition Regulation (FAR) 1.301(c) and Justice Acquisition Regulations (JAR) 2801.304. Authority to issue the TRM has been further delegated to the Assistant Director for Administration, of the Office of Primary Interest (OPI), by the Directives Management Manual. The Procurement TRM is maintained by the Administration Division, Procurement and Property Branch.

c. Instructional and reference material contained in the TRM covers areas where procedural implementation is required by the BPAP, or where consistent and compatible procedures and instructions are suggested for training and oversight purposes.

d. The Procurement TRM is subdivided into Parts 1 through 53, which correspond to BPAP, JAR, and FAR, Parts 1 through 53.

e. The numbering system permits immediate identification of each TRM Part with coverage of the same subject matter in the BPAP, JAR, and FAR.

**SUBPART 1.2 - ADMINISTRATION****1.201 - Maintenance of the Procurement TRM**

The Assistant Director for Administration issues revisions to the TRM as necessary. Suggestions for revisions should be submitted to the Chief, Procurement and Property Branch.

**SUBPART 1.6 - CAREER DEVELOPMENT, CONTRACTING AUTHORITY, AND RESPONSIBILITIES****1.602-70 - Ratification of Unauthorized Commitments**

Invoices for unauthorized commitments cannot be paid until the approval for ratification has been received and the unauthorized commitment has been ratified. If the vendor requests payment before the commitment has been approved and ratified, the

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contractor should be advised, using a format similar to Attachment 1-A TRM, that the purchase was not authorized by a Contracting Officer and must be ratified before payment can be authorized.

Approved requests are returned to the appropriate Regional Director, or Chief Executive Officer, for distribution to the applicable Contracting Officer, and for issuance of the necessary contractual documents.

**1.603 - Selection, Appointment, Reporting Career Management  
Statistics, and Termination of Appointment**

**1.603-2 - Selection**

Nominations for Contracting Officer warrant appointments should be in the form of a memorandum from the immediate supervisor to the Regional Chief, Procurement and Property. Nominations from the Central Office should be to the Chief, Procurement and Property Branch.

Each nomination is to include a signed, and dated, Optional Application for Federal Employment (OF-612) or a resume including the criteria specified in the Declaration for Federal Employment (OF-520), the supervisor's verification of completed On-The-Job Training (OJT) units, a Certificate of Competency signed by the nominee's supervisor, and a copy of the nominee's individual training record.

It is the responsibility of the Regional Chief, Procurement and Property (or Section Chief) to evaluate the request to ensure the proposed warrant level is appropriate. If applicable, the Regional Chief, Procurement and Property (or Section Chief), will submit a written request (see Attachment 1-B, TRM) for issuance of the Contracting Officer warrant to the Chief, Procurement and

**1.603-2 - Selection (continued)**

Property Branch. This request must include the Contracting Officer's name (as it will appear on the warrant certificate) and the warrant level recommended. If the request is for an upgrade in warrant level, the current Certificate of Appointment Number must also be included.

Copies of the above, as well as a copy of the Contracting Authority, are to be retained by the Regional Chief, Procurement and Property (or Section Chief). All Contracting Officers will also maintain complete documentation records.

\* Contracting Authority levels do not preclude contract "administration" duties performance for higher dollar contracts. \*

a. Required formal procurement training courses are:

\* ! Level I Authority - Basic Procurement or Simplified Acquisition \*

(One Course)

\* ! Level II Authority - Sealed Bid/Contract Administration Business Law Economics Communications (e.g., English, Literature) \*

(Two Additional Courses)

\* ! Level III Authority - Contract Negotiations/Cost or Price Analysis/Service Contracting Accounting Business Finance \*

(Three Additional Courses)

\* ! Level IV Authority - Contract Law Claims/Disputes/Terminations Cost Accounting An Advanced Contract or College Level Course \*

(Three Additional Courses)

\* College courses in any area other than business/communications must be approved by the Chief, Procurement and Property Branch or designee. \*

**1.603-2 - Selection (continued)**

\* 45U Funds may be used for Contracting Officers and Inventory Management Specialists. \*

**Note:** Deviation from required courses and substitutions may be approved

by the Chief, Procurement and Property Branch.

b. Required Federal Acquisition Institute (FAI) Contract Specialist Workbook; OJT units are listed in Attachment 1-C, TRM.

c. In order to receive Real Property Leasing Authority, the following procurement training classes shall be completed:

1) Federal Real Property Leasing; 2) Federal Real Property Lease Law; 3) Lease Administration; 4) Cost and Price Analysis of Lease Proposals; 5) Techniques of Negotiating Federal Real Property Leases.

### **1.603-3 - Reporting Career Management Statistics**

An Individual Development Plan (IDP) (optional use Attachment 1-D, TRM), or other format containing similar data, shall be completed in accordance with the BPAP.

## **SUBPART 1.7 - CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

### **1.701-70 - Contracting Officer's Technical Representative**

A Contracting Officer may appoint a certified Contracting Officer's Technical Representative to monitor daily contractor performance. Examples of contracts usually requiring appointment of a Contracting Officer's Technical Representative are: Construction Contracts (the Contracting Officer's Technical Representative is usually referred to as a Project Representative), Medical Contracts, Non-Personal Services Contracts, etc.

The Contracting Officer's Technical Representative prepares written monitoring reports quarterly and with each request for payment. The Contracting Officer may require monitoring reports more frequently, if determined necessary in light of the contractor's performance. The reports shall be forwarded to the Contracting Officer and filed in the official contract file.

The monitoring report includes, where applicable, the current status of the contract in terms of percentage of completion,

### **1.701-70 - Contracting Officer's Technical Representative**

**(Continued)**

acceptability of the contractor's work, progress made during the period, a detailed statement of all technical problems encountered during the period, any planned solutions, and any contractual problems encountered or anticipated (See Attachment 37-A, TRM or similar form).

When an individual has successfully completed the Contracting Officers Technical Representative training course, the local Employee Development Manager (EDM) or Employee Development

Administrator issues a memorandum of course completion to the participant and promptly notifies the Supervisory Contract Specialist.

The Supervisory Contract Specialist or the EDM is responsible for administering the Contracting Officer's Technical Representative test in a controlled setting. The test booklet is immediately returned to the Supervisory Contract Specialist, who will submit a memorandum requesting a Certificate of Contracting Officer's Technical Representative Appointment be issued, to the Regional Chief Procurement and Property. The memorandum must be accompanied by a signed copy of a Procurement Integrity Certification for Procurement Officials, the original answer sheet, and a copy of the memorandum of course completion.

Upon receiving a written request from the Supervisory Contract Specialist and ensuring successful completion of the test (minimum passing score of 70 percent) the Regional Chief, Procurement and Property issues a Certificate of Contracting Officer's Technical Representative Appointment, Form DOJ-539. Contracting Officer's Technical Representative Certificate of Appointments are valid until rescinded in writing, or until the individual is separated from the Bureau.

**S A M P L E**

(Letterhead)

(Date)

(Vendor Name)  
(Address)  
(City, State Zip code)

Attn:

Re: Invoice #  
Dated:  
Received:

Please be advised only Contracting Officers have authority to enter into contracts to the extent of their warrant. When ordering supplies or services, the Contracting Officer will provide either a Purchase Order number, a Request for Purchase number, or Credit Card Number.

The supplies/services, for which your company invoiced the Bureau of Prisons, were ordered by an individual who lacked procurement authority. The Federal Acquisition Regulation at 1.602-3 prohibits the Government from making payment until the unauthorized commitment is ratified by an official who has authority to do so.

We regret any inconvenience this may cause and we wish to assure you that every effort will be made to handle this action in a timely manner.

Sincerely,

(Contracting Officer's name)

(Title)  
(Phone Number)

**CERTIFICATE OF COMPETENCY**

I hereby certify that \_\_\_\_\_ (Name) \_\_\_\_\_, \_\_\_\_\_ (Title) \_\_\_\_\_ is competent to perform applicable Contracting Officer's duties required by the (Warrant Level) Contracting Authority.

\* Based on the results of an interview and review of the individual's prior education, procurement training, and work experiences, he/she has the requisite knowledge to perform the applicable Contracting Officer's duties. For Level II and above he/she has satisfactorily demonstrated a functional and operational knowledge of the On-The-Job Training Units contained in the Contract Specialist Workbook. \*

Upon the basis of the preceding findings and pursuant to Bureau of Prisons Acquisition Policy 1.603-2, it has been determined that \_\_\_\_\_ (Name) \_\_\_\_\_ is eligible to receive (Warrant Level) ((Dollar Amount)) Contracting Authority.

\_\_\_\_\_  
(Immediate Supervisor)  
(Location)

\_\_\_\_\_  
(Date)

CONCURRENCE: \_\_\_\_\_  
Regional Chief, Procurement and Property  
or  
Section Chief, Central Office

Institution or location  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Certificate of  
Appointment number \_\_\_\_\_

**LEVEL II****OJT UNITS**

1. Forecasting Requirements
2. Acquisition Planning
3. Purchase Requests
4. Funding
5. Market Research
6. Specifications
7. Statements of Work
8. Services
9. Sources
10. Set Asides
11. 8(a) Procurement
12. Competition Requirements
14. Lease vs. Purchase
17. Method of Procurement
18. Procurement Planning
- 19.3 Establishing Agreements
23. Need for Bonds
25. Publicizing Proposed Procurement
26. Preaward Inquiries
27. Prebid/Proposal Conferences
44. Negotiation Strategy
45. Conducting Negotiation

**LEVEL II (Continued)****OJT UNITS**

- 47. Responsibility
- 52. Protests
- 53. Fraud and Exclusion
- 54. Contract Administration Planning
- 55. Postaward Orientation
- 56. Orders
- 58. Monitoring
- 59. Delays
- 60. Stop Work
- 61. Remedies
- 62. Property Administration
- 63. Reporting Performance Problems
- 65. Payment
- 67. Assignment of Claims
- 69. Progress Payments
- 74. Closeout
- 75. Contract Modifications
- 76. Termination
- 77. Administering Bonds
- 78. Claims
- 79. Orientation

**LEVEL III****OJT UNITS**

- 15. Price Related Factors
- 16. Technical Evaluation Factors
- 19.1 Selecting the Contract Type
- 19.2 Soliciting Time & Material/Labor Hour Contracts
- 19.4 Indefinite Del. Contracts
- 19.5 Fixed Price Contracts
- 21. Contract Financing
- 22. Government Property
- 24. Solicitation Preparation
- 28. Amending Solicitations
- 29. Canceling Solicitations
- 30. Processing Bids
- 31. Bid Acceptance Periods
- 32. Late Bids
- 33. Bid Prices
- 34. Responsiveness
- 35. Processing Proposals
- 36. Technical Evaluation
- 37. Price Objectives
- 38. Cost and Pricing Data
- 40. Cost Analysis
- 41. Evaluating Other Terms & Conditions

**LEVEL III (Continued)****OJT UNITS**

- 42. Competitive Range
- 43. Fact finding
- 46. Mistakes in Offer
- 49. Preparing Awards
- 50. Award
- 51. Debriefing
- 57. Consent to Subcontracts
- 73. Defective Pricing

**LEVEL IV****OJT UNITS**

- 13. Unsolicited Proposals
- 39. Audits
- 48. Subcontracting Requirements
- 64. Limitation of Costs
- 66. Unallowable Costs
- 68. Collecting Contractor Debts
- 70. Price and Fee Adjustments
- 71. Accounting and Estimating Systems
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**PART 3**

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**PART 3. - IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST**

**SUBPART 3.1 - SAFEGUARDS**

**3.104 - Procurement Integrity**

a. Training Procedures for Procurement Integrity. Local EDMs may coordinate training with the Bureau Ethics Officer, Office of General Counsel, Central Office. A training video has been developed and distributed for use in the training. The training and publications satisfy the minimum training requirement and provide sufficient information to enable individuals to make the necessary certification.

The institution Supervisory Contract Specialist maintains copies of the signed Certificate of Procurement Integrity and a copy is provided to the Bureau Ethics Officer who keeps an agency file of all Procurement Officials. The appropriate distribution shall be accomplished by the local Supervisory Contract Specialist.

b. Ethics Advisory Opinions. An employee or former employee who is or was a Procurement Official may request an ethics advisory opinion. Requests for ethics advisory opinions shall be submitted in writing to:

Ethics Officer  
Office of General Counsel  
Federal Bureau of Prisons  
320 First Street, NW.  
Washington, D. C. 20534

**BP-S645.41 PROCUREMENT INTEGRITY CERTIFICATION FOR PROCUREMENT OFFICIALS****U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF PRISONS**

As a condition of serving as a procurement official, I, \_\_\_\_\_, hereby certify that I am familiar with the provisions of subsections 27(b), (c), and (e) of the Office of Federal Procurement Policy Act (41 USC 423) as amended by section 814 of Public Law 101-189. I further certify that I will not engage in any conduct prohibited by such subsections and will report immediately to the contracting officer any information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Act and applicable implementing regulations. A written explanation of subsections 27(a) through (f) has been made available to me. I understand that should I leave the Government during the conduct of a procurement for which I have served as a procurement official, I have a continuing obligation under section 27 not to disclose proprietary or source selection information relating to that procurement and a requirement to so certify.

Signature \_\_\_\_\_ Date \_\_\_\_\_

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4.602-70           Federal Procurement Data System Reports

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\* 4.804-5           Detailed procedures for closing out contract files \*

**PART 4. - ADMINISTRATIVE MATTERS****SUBPART 4.1 - CONTRACT EXECUTION****4.101-70 - Reviews Prior to Contract Award**

- \* When a pre-award review is required, the complete contract and solicitation file, including original papers, abstract, and unsuccessful bids/proposals, must be submitted for review. \*

**SUBPART 4.2 - CONTRACT DISTRIBUTION****4.202-70 - Bureau Distribution Requirements**

- \* Upon award of a Community Correction Center contract, a copy of the successful proposal and all pertinent documents should be sent to the Community Corrections Manager, and the respective Management Center Administrator (Clarification and Deficiencies, Best And Final Offers, and Award Documents). \*

**SUBPART 4.6 - CONTRACT REPORTING****4.602 - Federal Procurement Data System (FPDS)**

The following are not included in the FPDS reporting system:

a. Trust Fund Purchase Orders and contracts are not included in the FPDS reports because the Trust Fund operation involves non-appropriated funds;

b. Delivery Orders placed against National Bureau Contracts are not reported in the FPDS reports, regardless of dollar value. These delivery order actions are collected using the accounting system through the use of designated project codes; and

c. Micro-purchases made with the Government Purchase Credit Card shall not be included in the FPDS reports.

See Attachment 4-A of the TRM for guidance in completing the FPDS Designation Codes.

**4.602-70 - Federal Procurement Data System (FPDS) Reports**

a. Individual Contract Action Report (ICAR) (SF-279). All locations are encouraged to utilize the computerized ICAR within the automated small purchasing system to ensure accuracy.

**4.602-70 - Federal Procurement Data System (FPDS) Reports  
(Continued)**

b. Summary of Procurement Actions of \$25,000 or Less (SF-281). Institutions using the automated small purchasing system, shall extract and submit the statistical information of the SF-281 quarterly, on a computer diskette, along with one hard copy to each Regional Office by the 10th calendar day of the month after each quarter ends. The Regional Office consolidates and forwards a computer diskette to the Central Office, not later than January 15; April 15; July 15; and, October 23.

**Note:** The Management and Specialty Training Center, Central Office Business Office, and other Central Office Procurement and Property Branch Sections shall also submit a computer diskette to the Procurement and Property Branch within the corresponding time limits.

Contracting Officers shall retain a copy of these reports for local use.

c. Certification of Reporting Requirements (Attachment 4-B of the Procurement TRM). This form shall be completed as specified in the BPAP.

#### **SUBPART 4.8 - GOVERNMENT CONTRACT FILES**

##### **4.803-70 - Identification of Acquisition Documents**

Request for Proposals (RFP)/Invitation for Bids (IFB), SF-1442, or SF-1449 are numbered consecutively, preceded by the institution allotment code number and a hyphen (e.g., 170-0001, 170-5555) and continued until the limit of four digits is reached (e.g., 170-9999) without regard to fiscal year. Trust Fund, and Building and Facilities (B&F) invitations are to be included in the same series.

Contracts are numbered as follows - Each starts with the capital letter "J," followed by the institution allotment code number and a small letter "c" and hyphen (e.g., J100c-) followed by a three digit number assigned in sequence beginning with 001 and continuing through 999 without regard to fiscal year (General Accounting Office (GAO) Policy and Procedure Manual for Guidance of Federal Agencies, page 7.6-2).

##### **4.803-70 - Identification of Acquisition Documents (continued)**

Request for Quotations (RFQ) (SF-1449 or SF-18) are numbered consecutively. The identification number is preceded by the institution number and a hyphen (e.g., RFQ 170-0001). If RFQs

are numbered by fiscal year, the number shall be followed by the fiscal year notation (e.g., RFQ 170-0005-6 indicates RFQ #5 for Fiscal Year 1996). All RFQ numbers are accounted for in a numerical logbook (or computerized system).

Purchase Orders are numbered consecutively beginning at the start of each fiscal year, unless using the YREGDOC number. The series of Purchase Order numbers (unless using YREGDOC numbers) is as designated by local internal documentation, and may denote a certain series of numbers of Blanket Purchase Agreements, recurring requirements orders, etc.

When using the YREGDOC number in lieu of a Purchase Order number, contracting staff shall continue to assign a Request for Purchase number to each document arriving in the Procurement Office for action (except Credit Card Purchase forms) and shall maintain a Request for Purchase log, cross-referencing the YREGDOC number in lieu of the Purchase Order number.

Blanket Purchase Agreements (BPAs) for Salaries and Expenses (S&E), Building and Facilities (B&F), and Trust Fund - This type of procurement may be used when purchases of a wide variety of items, in a broad class of goods or services from several vendors, are routinely made. Obligations for these types of goods and/or services is made using a Request for Purchase (RP).

Contract, Purchase Order, and Modification Registers shall be maintained in accordance with the information required in Attachment 4-C of the Procurement TRM.

**\* 4.804-5 - Detailed Procedures For Closing Out Contract Files (For Major B&F Construction Projects)**

a. Requirements for Final Payment

(1) Final inspections and Punch list have been completed and accepted.

(2) All warranties, guarantees, and operating manuals have been received including complete equipment operation and maintenance instructions.

**4.804-5 - Detailed Procedures For Closing Out Contract Files (For Major B&F Construction Projects)(continued)**

(3) Sufficient funds have been set aside to offset any liquidated damages or other indebtedness of the Contractor to Bureau under the contract.

(4) Clearance has been obtained from the surety company

confirming that Contractor has met all obligation.

(5) There are no outstanding litigation, appeal, or termination actions.

(6) There are no pending labor disputes.

(7) All as-built drawings have been received.

(8) Contractor's final invoice has been submitted.

b. Contractor's Closeout Checklist

(1) The Contractor has submitted a "Contractor's Affidavit Release of Lien" (AIA document G706A) and AIA document G706, "Contractor's Affidavit of Debts and Claims," pertaining to payment of Subcontractors and suppliers.

(2) All as-built drawings have been received.

(3) Contractor's final invoice has been submitted.

(4) Release of Claims Form.

(5) Consent of Surety Company to Final Payment (AIA form G707).

c. The Contracting Officer is required to furnish the following items:

(1) Certificate of Substantial Completion (AIA Form G704) (If granted).

(2) Certificate of Contract Completion.

(3) Multiple Payment Register (From Accounting).

(4) Contracting Officer's Completion Statement.

(5) Contract Close-out Checklist.

d. The Project representative/Contracting Officer's Technical Representative is required to submit:

**4.804-5 - Detailed Procedures For Closing Out Contract Files (For B&F Major Facility Construction) (continued)**

(1) Contractor's Performance evaluation (SF 1420 or SF 1421).

(2) A memorandum to the Contracting Officer stating:

**S** Final inspection has been completed.

**S** Punch list items have been corrected.

**S** Location of all warranties, guarantees, operations manuals, and keying schedule.

- S Location of "as-built" drawings and A/E prints.
- S Statement that the contract should be considered complete.

e. Job Closeout - Contracting officers shall assure the following actions have been accomplished prior to job closeout:

a. Transfer

- (1) Keys
- (2) Utilities

b. Obtain From the Contractor:

- (1) Letter establishing warranty dates.
- (2) As-built documents.
- (5) Complete list of subcontractors.
- (6) Guarantees.
- (7) Air balance report.
- (8) Equipment operating and maintenance instructions.
- (7) Final Modification, confirm final payment due

Contractor.

\*





**U.S. DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF PRISONS**

FY \_\_\_\_\_

Institution \_\_\_\_\_

Quarter \_\_\_\_\_

Region \_\_\_\_\_

**CERTIFICATION**

I, \_\_\_\_\_, \_\_\_\_\_, under the penalties  
(NAME) (TITLE)  
of perjury have examined the information to be submitted by  
(institution/Region) to the Central Office of the Federal Bureau of  
Prisons, for making information returns on behalf of the Department of  
Justice to the Internal Revenue Service, and certify that this information  
has been prepared pursuant to the requirements of Section 26 U.S.C. 6050M  
and that it is to the best of my knowledge and belief, a compilation of  
institutional/Regional records maintained in the normal course of business  
for the purpose of providing true, correct and complete returns as required  
by 26 U.S.C. Section 6050M.

\_\_\_\_\_  
Signature\*

\_\_\_\_\_  
Date

\*Must be certified as follows:

- Institutions = Wardens
- Regions = Regional Director
- Central Office = Director (or Designee)









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- \* Whenever Contracting Officers are required to synopsise either a proposed contract action or a contract award in the Commerce Business Daily (CBD), a copy of the synopsis shall be sent to the Department's Office of Small and Disadvantaged Business Utilization. \*

Address: Department of Justice  
Office of Small and Disadvantaged Business  
Utilization  
1331 Pennsylvania Avenue  
Suite 1010 National Place Building  
Washington, D. C. 20530

- \* A copy of all CBD synopsis of proposed procurement actions and contract awards shall be forwarded to the Regional Chief Procurement and Property at the time of transmission to the Department of Commerce. \*

**Note:** To ensure proper billing, block number four (4) of the CBD announcement, must reference the following number:

GP0441005

**PART 7**

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7.202-70 Specification Cards

**PART 7. - ACQUISITION PLANNING****SUBPART 7.1 - ACQUISITION PLANS****7.105-73 - Requirements for Special Approvals**

As required in the BPAP, memberships in community or professional organizations require approval of the Chief Executive Officer (Attachment 7-A of the Procurement TRM).

**SUBPART 7.2 - PLANNING FOR THE PURCHASE OF SUPPLIES IN ECONOMIC QUANTITIES****7.202-70 - Specification (Spec) Cards**

Cost Center Managers (CCM) may utilize the "Recurring Items Specification Card" (BP-S134.044) (or other approved computerized form), for their recurring requirements, including those procured with the Government purchase credit card. Spec Cards may be used in lieu of Purchase Requests. When utilized, each item of a recurring nature (e.g., warehouse stock, shop stock, medical or food supplies) will be listed on a separate form. When properly prepared, signed and approved for funds availability by the CCM, these forms provide the authorization and information required by the Contracting Officer to place orders for the quantities listed on the form.

For the Food Service Cost Center only, the BP-S134.044 is used in conjunction with the Food Service Form BP-281. Since the space for listing and describing individual items is limited on the BP-281, a corresponding specification card which fully describes the item may be used when necessary to adequately describe the item.

The "Spec Cards" are to be maintained by the CCM. On the first day of the second month of each quarter the CCM will review the "Spec Cards" for insertion of the ensuing quarter's requirements.

The CCM completes both front and back of the "Spec Card" (except areas indicated for Contracting Officer use only). Because the Food Service Form BP-281 continues to be used by the Food Administrator as a planning tool, the use of the CCM's portion of the "Spec Card" is optional for all edible food items. All other portions of the card should be completed. All entries should be made in ink since the cards become a record.

**7.202-70 - Specification (Spec) Cards (continued)**

For guidance purposes, a 30-day carryover, but no more than a 150-day carryover quantity, provided by the CCM, is advised. When appropriate, the Commercial Item Description will be used in lieu of the Federal Specification Number.

Upon acquisition of the "Spec Card" item, the Contracting Officer (or credit cardholder), is responsible for completing the information in the blocks marked "Contracting Officer Responsibility." If the amount of the purchase is significantly different from the estimated total cost, the Contracting Officer should notify the CCM involved prior to the procurement being effected. The CCM reviews the cost center budget concerned to determine the impact of the increased/decreased cost and makes adjustments where necessary.

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**JUSTIFICATION FOR MEMBERSHIP**

In accordance with Title 5, United States Code, Section 5946, appropriated funds may not be used to pay membership fees of an employee of the U.S. Government, regardless of the resulting benefit to the agency. However, an agency may purchase a membership in its own name i.e., (Bureau of Prisons, Federal Correctional Institution, etc.) upon administrative determination that the expenditure would further the agency's mission. Upon completion of this form, such a determination has been made for \_\_\_\_\_ (institution name).

(1) Name and brief description of the organization:

(2) Benefits to agency derived by the membership:

(3) Cost and time period the membership is to cover:

I have reviewed the benefits and costs, and determined that this membership will further the mission of the Federal Bureau of Prisons. Further, the primary purpose of this membership is not to obtain benefits or reduced costs for individual employees.

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COST CENTER MANAGER Date

The membership being acquired has met the justification of the "necessary expense."

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CONTROLLER Date

---

CHIEF EXECUTIVE OFFICER Date

BP-S661.041 Individual Acquisition Planning CDFRM  
MAR 99

FEDERAL BUREAU OF PRISONS

Name of Institution (or location):		Department:	
(1) Description of Requirement and its Purpose (i.e., justification):		Commercial _____	Non-Commercial _____
(2) Distribution of Estimated Dollars		(3) Estimated Contract Term:	
Base Period:           FY _____ \$ _____		This action:           Fr: _____ To: _____	
Option Period 1:       FY _____ \$ _____		Total Contract Life: Fr: _____ To: _____	
2:       FY _____ \$ _____		(4) <u>Setasides</u> :	
3:       FY _____ \$ _____		Small Business:       ___ Total       ___ Partial	
4:       FY _____ \$ _____		___ 8(a)       ___ Other	
Total Estimated value of Contract: \$ _____			
(5) <u>Action Type</u> :   ___ Contract       ___ Letter Contract       ___ Letter Contract Definitization			
___ Change Order & Supplemental Agreement   ___ Other Bilateral Modification   ___ Negotiated Task/Delivery order			
(6) <u>Extent of Competition</u> :   ___ Full and Open Competition			
___ Other than Full and Open Competition: FAR _____ Rationale: _____			
(7) <u>Method/Type</u> :   ___ RFQ       ___ Sealed Bid       ___ Competitive RFP       ___ Noncompetitive RFP       ___ Unsolicited Proposal			
___ Fixed Price   ___ Cost       ___ Time/Material or Labor/Hour   ___ Indefinite Quantity   ___ Requirements   ___ BOA			
(8) <u>Specification</u> :   ___ Mission Need   ___ Functional   ___ Performance Incentives   ___ Design   ___ Compatibility			
___ Brand name or Equal       ___ Specific make and model description       ___ Work statement			
(9) <u>Advance Information Date</u> : Information required:			
___ Justification for Other than Full and Open Competition		___ Market Research Data	
___ Written Advance Procurement Plan (see BP-S662.041)		___ Advance Copy of Specification	
___ Automated Information Systems (AIS) Pre-Acquisition Approval		___ Other	
(10) <u>Content of a Complete Requisition Package</u> :   ___ Requisition   ___ Specification/work statement			
___ Statement of Need       ___ Evaluation Factors       ___ Justification for Other than Full and Open Competition			
___ Approvals (See (12) below)       ___ Other _____			
(11) Date Complete Requisition is Due in the Contracting Office: _____			
(12) <u>Required Approvals</u> (To be secured by the program office prior to submission of requisition to the Contracting Office)			
<u>TYPE OF APPROVAL</u>	<u>AUTHORITY (FAR, DOJ Order, etc.)</u>	<u>APPROVAL ORGANIZATION</u>	
(13) <u>Required Preaward Leadtimes (Including any Complexity Factors)</u> (To be specified by the Contracting Office and included with this form)			
Signature of Chief of Contracting Office (or delegated Contracting Officer):			Date:
Typed or Printed Name:		Title:	

Previous Editions Obsolete

(This form may be replicated via WP)



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(UNICOR)**

8.604 Ordering Procedures

**PART 8. - REQUIRED SOURCES OF SUPPLIES AND SERVICES****SUBPART 8.0 - GENERAL****8.002-70 - Use of Other Government Supply Sources**

a. Motor Vehicle Acquisition. Pursuant to Federal Property Management Regulations (FPMR) 101-26.501, the Bureau is required to procure new motor vehicles from GSA. The following procedures apply to procurement of all motor vehicles:

(1) The Facility Manager submits a Vehicle Acquisition Form, (Program Statement, "Facilities Operations") to the institution Chief Executive Officer for approval, and then to the Bureau Fleet Coordinator, Central Office. A copy of the request is also included with the next Facilities Monthly Report package to the Regional Office. If the request is approved, the Bureau Fleet Coordinator assigns an approval number to the form and returns the form to the submitting Chief Executive Officer.

GSA publishes a vehicle procurement catalog, "Federal Standards for Automobiles, Light, Medium, and Heavy Trucks." The publication is available by utilizing GSA Form 1781 "Vehicle Requisition" submitted to the address below:

General Services Administration  
Centralized Mailing List Service  
7 CAFL  
P.O. Box 6477  
Ft. Worth, Texas 76115  
Ask for mailing code: AUTO-0001

**Note:** Agency Order No.: refers to Purchase Order No.  
Color: always indicate "White"  
Requisitioner: must always reflect the following address:

Federal Bureau of Prisons  
Fleet Operations Office, Rm. 5008  
320 First Street, NW.  
Washington, D. C. 20534

(2) Copies of all documents will be returned to the individual at the institution who requested the acquisition. Upon receipt of approval of the Vehicle Acquisition Form from the Bureau Fleet Coordinator, a copy of the approval, along with an RP, is forwarded to the institution Contracting Officer by the requestor. The institution Contracting Officer completes and submits a GSA Form 1781 directly to GSA in accordance with the Facilities Management Manual.

**SUBPART 8.4 - ORDERING FROM FEDERAL SUPPLY SCHEDULES (FSS)**

**8.404-1-70 - Mandatory Use**

All stationary products (i.e., envelopes, letterhead, etc.) are obtained from UNICOR:

UNICOR Customer Service Center  
Attn: Graphics and Services  
P.O. Box 13640  
Lexington, Kentucky 40583-3640

- \* **Note:** A sample of the requested product should accompany the Purchase Order or credit card order. \*

**8.405-2 - Order Placement**

- \* a. A uniform requisitioning and issuance system for use in obtaining supplies and equipment from GSA, the Department of Defense, and the Veterans Administration is prescribed in FPMR 101-26.2. Detailed instructions are contained in the "Fedstrip Operating Guide," a handbook issued by GSA. If not otherwise prohibited, the credit card may be used. \*
- b. Procedures for obtaining, changing, or deleting an Activity Address Code (AAC) are as follows:
- (1) Facilities desiring action on ACCs shall address their request to the Chief, Procurement and Property Branch;
  - (2) Requests must contain the information required by the Fedstrip Operating Guide. In addition, the institution's Agency Location Code (ALC) must be provided on the request;
  - (3) Requests, if approved, will be forwarded to GSA by the Central Office; and,
  - (4) Upon receipt from GSA, copies of Fedstrip Activity Address Code Data (GSA Form 7982) will be furnished to the requesting facility and the Regional Office.
- c. New institutions must file an application with their GSA Customer Supply Center (CSC) Regional Office before ordering supplies. An application may be obtained in the CSC catalog.

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**SUBPART 8.6 - ACQUISITION FROM FEDERAL PRISON INDUSTRIES, INC.  
(UNICOR)****8.604 - Ordering Procedures**

a. QuickShip/Credit card catalog orders shall be obtained from:

\* UNICOR  
Customer Service Center  
P.O. Box 13640  
Lexington, Kentucky 40583-3640  
  
1-800-827-3168  
606-254-9692 (fax)

\*

b. The UNICOR Schedule of Products catalog is divided into sections by class of products and tabbed accordingly for convenient use. Each section contains price information and specific ordering and clearance instructions pertinent to the class of product.

Supplemental price and product information is distributed periodically. It is essential that copies of the catalog be updated as such changes are received.

**PART 11**

**DESCRIBING AGENCY NEEDS**

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11.201-70 Specification 2132 Revised - Burial Services

**PART 11. - DESCRIBING AGENCY NEEDS****SUBPART 11.2 - USING AND MAINTAINING REQUIREMENTS DOCUMENTS****11.201-70 - Specification 2132 Revised - Burial Services**

The following burial specifications, notification process, and procedures outlining shipment of the body are provided for guidance purposes.

The specifications indicate the quality and character of material and service the Bureau requires. The contractor agrees that the quality of all material and services furnished hereunder will not be inferior to these specifications unless otherwise specified and completely described in a letter accompanying the proposal. All state and interstate shipment laws relating to the embalming, preparation, burial, and shipment of bodies must be fully observed and complied with, and in any case wherein the state law contains requirements more rigid than the requirements set forth herein, such laws will be controlling.

a. General. The contractor shall call for the body and transport remains to the contractor's funeral parlor in a suitable closed conveyance. After embalming and dressing, the contractor shall transport the body to the railway station, air terminal, or local cemetery as directed by the Contracting Officer. Cemeteries located within a 50-mile radius of the institution will be considered local cemeteries for local burial purposes unless the Contracting Officer specifies otherwise. The contractor shall secure or furnish all necessary papers and permits for shipment or interment. Suitable space in the undertaking establishment shall be available for the performance of postmortem examinations when requested by the Government.

b. Preparation of Body. Complete embalming services will be performed including all standard practices to conform to applicable state laws.

There are, in general, two different types of cases. Each body shall be embalmed according to its condition and in a manner to ensure thorough preservation of all tissues. All body orifices shall be treated and closed in accordance with state laws.

c. Normal Cases. This will usually be where death has been due to disease or other causes, and where there has been little or no mutilation or breakdown of body tissue. For such cases, preservation shall be accomplished by a thorough cavity

**11.201-70 - Specification 2132 Revised - Burial Services  
(Continued)**

treatment. Standard preservative solutions shall be used for the arterial injections and cavity saturation.

d. Autopsied Cases. This will be where a partial or complete autopsy has been made to an extent which will not permit a normal arterial embalming operation. Sectional embalming shall be used to thoroughly preserve the body, including organs, and the inside of the body cavity shall be treated with a hardening compound. The cranial cavity shall be filled with plaster of paris or other suitable material and the calvarium securely replaced. All incisions shall be tightly sutured and treated to prevent leakage.

(1) A post-embalming inspection of each body shall be made by the embalmer to determine whether the preservation is uniform and complete, or whether further treatment is required. If further treatment is required, it shall be given before final delivery of the body. The body must be in an acceptable state of preservation at the time of final delivery.

(2) The contractor shall restore the body to be as lifelike in appearance as is possible in the individual case, including shaving face and neck, trimming hair of head, neck, and face, dressing hair properly, applying suitable cosmetics, performing derma surgery and other restorative work as may be necessary.

(3) The contractor will furnish and dress the body in all necessary clothing, including cotton undershorts and undershirts, regular length socks, manufactured burial suit of dark or conservative color. Clothing for females will include suitable undergarments, hose, and a manufactured burial dress of conservative style and color.

(4) The body will be placed in the casket in such a manner as to create an appearance of rest and composure, and to assure maintenance of position during shipment or local burial.

e. Casket. A standard size casket, manufactured in accordance with industry standards of modern practice, shall be furnished as follows:

(1) Metal. State perfection cut, 20 gauge steel shell, light copper with no shading, lacquer finish, interior plain panel, ivory twill, no shirring, copper hardware;

**11.201-70 - Specification 2132 Revised - Burial Services  
(Continued)**

(2) Wood, Cloth Covered. State perfection cut, exterior steel plush, interior crushed panel ivory twill, solid shirred, silver hardware;

(3) Sealed Casket (Alternate). Metal, 20 gauge steel shell, constructed in accordance with industry standards of commercial practice so as to form a hermetic seal which will prevent leakage or escape of odors when properly closed and sealed. This item to be furnished only when ordered, as in the case of death by a communicable disease, to meet pertinent state or interstate regulations, or in cases of badly decomposed or odoriferous body; or

(4) When required due to size of the deceased, an extra size casket shall be furnished without additional cost.

f. Outside Container. Each casket shall be furnished with one of the following types of outside containers, depending upon the type of service required:

(1) In cases of shipment by air, either a commercial air shipping bag used by commercial airlines or an air shipment tray available for purchase and use by Funeral Directors shall be provided.

(2) In case of shipment by rail and/or foreign shipments, the outside shipping container shall be constructed of one inch seasoned wood in accordance with best modern practices and equipped with bolted handles complying with laws governing the same.

(3) In cases of local burial, rules and regulations of the cemetery in which interment is made shall govern the type of container to be furnished. Unless otherwise specified, the outside container furnished shall be constructed of one inch seasoned wood manufactured in accordance with the best modern practice. No handles will be required.

g. Shipping of Body. In the event of an inmate death the same regulations apply as those for transportation for a release, i.e., the Bureau pays for transportation to:

- (1) residence of record; or
- (2) place of trial.

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**11.201-70 - Specification 2132 Revised - Burial Services  
(Continued)**

Each institution shall issue a Government Bill of Lading (GBL) for transportation (i.e., air travel, train, etc.). If location is such that transportation by ambulance or hearse is beneficial to the Government, the burial contract mileage rate will be the rate in the burial services contract. Accordingly, when the deceased inmate's record of residence is outside the United States, transportation to the residence of record is appropriate.

If the family wants the body returned to a location, other than the two alternatives mentioned above, the family is responsible for pickup of the body from that point, or directly from the burial service contractor.

If the deceased inmate is an alien, Unit Staff or Inmate Systems Management will contact the Regional Immigration and Naturalization Office or the Consulate.

The notification procedures are outlined in the Program Statement on Escapes/Deaths Notification.

**PART 12**

**ACQUISITION OF COMMERCIAL ITEMS**

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**PART 12. - ACQUISITION OF COMMERCIAL ITEMS****SUBPART 12.2 - SPECIAL REQUIREMENTS FOR THE ACQUISITION OF  
COMMERCIAL ITEMS****12.202 - Market Research and Description of Agency Need**

Solicitations will explain how the Bureau intends to use the product or service in terms of functions to be performed emphasizing performance requirements. Listing essential physical characteristics using non-government standards, rather than Government unique design specifications is preferred. This will allow a broader range of products available from small businesses that satisfy the Government's need.

- \* All acquisitions, except those made under Part 36 and Community Corrections and Privatized Contracting are considered commercial.

\*

**12.204 - Solicitation/Contract/Order Form**

The SF-1449 may also be used by the Bureau as a Receiving Report, and for inspection and acceptance.

**SUBPART 12.6 - STREAMLINED PROCEDURES FOR EVALUATION AND  
SOLICITATION OF COMMERCIAL ITEMS****12.601 - General**

- \* Streamlined Acquisition Procedures, which utilize a combined Synopsis/Solicitation Commerce Business Daily (CBD) notice, may be used at the discretion of the Contracting Officer. However, good management practice requires the Bureau to encourage competition and increase the pool of bidders/offerors as much as possible. Generally, competition is increased by broad distribution of information about the procurement, and by allowing sufficient time to respond to the solicitation.

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PART 13

SIMPLIFIED ACQUISITION PROCEDURES

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* 13.301-70 Governmentwide Credit Card Program	*

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- \* **SUBPART 13.3 - SIMPLIFIED ACQUISITION METHODS** \*
- \* **13.301-70 - Governmentwide Credit Card Program** \*

The standards, guidelines, and procedures are located in the "Federal Bureau of Prisons Credit Card Handbook," (Attachment 13-A of the Procurement TRM).

a. Special Purchase Procedures: for Contracting Officer Cardholders for Purchases not exceeding \$25,000.

Approved use of the credit card in excess of \$2,500 will require the Cardholder to be appointed a Contracting Officer, and to receive, at a minimum, one formal Procurement Training course within one year of receiving a warrant. Supervision and monitoring will continue to be under the direct control of Supervisory Contract Specialist except for Trust Fund Resale purchases.

b. Procedures for Contracting Officer Cardholders for purchases not exceeding \$25,000 for Trust Fund Resale Items should use the same general purchase procedures as outlined in the credit card handbook, except Receiving Reports for resale items shall be used (See Attachment 13-A).

c. The following procedures are applicable when Contracting Officers within the Financial Management Office utilize the credit card on behalf of other Cost Centers for amounts in excess of \$2,500, but not exceeding \$25,000. These procedures do not permit the purchase of an otherwise prohibited supply or service. These procedures are not applicable to the procedures allowing the purchase of Trust Fund Resale Items greater than \$2,500, but not exceeding \$25,000.

- (1) Institutions may utilize the credit card under the terms of this Part, providing Contracting Officer staffing and workloads at the each location has been taken into consideration.
- (2) The institution's internal procedures shall not place an undue burden on the Contracting Officer or on Receiving/Warehouse staff. This shall be accomplished by delegating all responsibilities normally belonging to the Cardholder, except final statement reconciliation, to the representative Cost Center.

**13.301-70 - Governmentwide Credit Card Program (continued)**

- (3) The Supervisory Contract Specialist (SCS) shall be designated as the Approving Official (AO) for all Contracting Officer Cardholders except for Trust Fund Resale purchases. This is for post-approval purposes only, and carries additional oversight responsibilities to ensure applicable purchasing procedures were followed and that the file contains the appropriate documentation (e.g., approvals, competition, or when applicable, the same documentation required as if a Contracting Officer processed the order by any other method). In cases where no SCS position exists, the Controller shall serve as the AO.

It should be noted that warranted Contracting Officers need not have a separate Delegation of Cardholder Authority Letter. However, when applying for and setting up a credit card under these procedures, remember to indicate the Contracting Officer Cardholder's single purchase limit as \$25,000, and to indicate an adequate amount for the Cardholder monthly limit. Because each of these credit card orders will be funded separately, these monthly limits are no longer tied to a specific Cost Center.

- (4) The Contracting Officer may choose to utilize a separate card for each Cost Center, with the "master" accounting information assigned (and defaulting) to each card. The Contracting Officer may choose to apply all credit card purchases to one card, which will result in the Contracting Officer designating the correct repost accounting information on each separate line item listed on the statement. If the Contracting Officer chooses to utilize one card, the pre-approved and funded Credit Card Purchase Form from each Cost Center must include the "master" accounting information for repost purposes. Contracting Officers are allowed the flexibility to determine their needs. Considerations should include the frequency of use under these procedures for various Cost Centers, and the resulting number of transactions that will need to be reposted in the FMIS.

- \* (5) The Cost Center may present a pre-approved and funded Credit Card Purchase Form or Request for Purchase Form that is estimated above the micro-purchase threshold, but not more than \$25,000, to the Contracting Officer Cardholder. The

**13.301-70 - Governmentwide Credit Card Program (continued)**

request must contain an adequate commercial description, but must be simplistic enough for oral price quotes. The request should not contain line items so numerous that receipt of oral price quotes would be impracticable. Note: This does not preclude the Contracting Officer Cardholder from obtaining fax quotes. If possible, three vendors should be suggested/listed, along with their telephone numbers. \*

- (6) a. Once completed, any credit card request resulting in \$2,500 or less shall be returned to the Cost Center for normal micro-purchase procedures by the Cost Center via the credit card.

- \* b. Those quotations resulting in a price in excess of \$2,500, but not more than \$25,000, will be ordered by the Contracting Officer utilizing his/her assigned credit card(s). Ordering procedures listed in the Credit Card Handbook should be followed, specifically instructing the vendor to suppress the credit card number on the receipt/packing list, and to include the name of the department and/or the YREGDOC Number, Cost Center, etc. The Credit Card purchase Form or Request for Purchase Form (showing agreed-upon pricing, etc.), is immediately faxed to the Receiving area, or to the person responsible for receipt/pick-up. \*

**NOTE:** Variations between the quoted purchase price and the funded amount shall be reported immediately to the Cost Center Manager via the most convenient method (e.g., e-mail), and if necessary, some type of notation (or return e-mail), is to be provided to document the Cost Center's concurrence for additional funding availability.

- \* c. Any quotations (from a Credit Card Request Form) resulting in a price in excess of \$25,000 shall be returned to the Cost Center for preparation of a Request for Purchase, etc. \*

- (7) The Cost Center shall be responsible for pick-up from the receiving depot or vendor, and for verification of products/services corresponding to the Credit Card Request

**13.301-70 - Governmentwide Credit Card Program (continued)**

- a. clear documentation and verification (as it is expected to appear on the credit card statement), of all goods or services received (including any available original receipts, packing lists, etc.), and
- b. any discrepancies noted, and documentation of their resolution with the supplier.

Under no circumstances are receiving reports to be used for this purpose except for controlled property. The purpose of this documentation is to simplify and expedite the reconciliation process for the Contracting Officer, so that only a minimal amount of time will be required for the end-of-billing-period statement reconciliation. Under no circumstances will the Contracting Officer's card number be compromised by assigning the statement reconciliation to the Cost Center. The Cardholder shall reconcile the statement, using the documentation provided by the Cost Center. Continual reconciliation problems may result in a re-evaluation of use of these procedures. Therefore, it is imperative all disciplines involved (Cost Centers, Receiving Depots, and Contracting Staff) coordinate their efforts efficiently and effectively.

- (8) At the time of reconciliation of the Cardholder's Monthly Statement, it shall be the Contracting Officer's responsibility to notify Cost Center Managers of the actual amount of the charges made and/or any disputed amounts applicable to their Cost Center(s). This should also include information of any outstanding orders not yet appearing on the statement. It is recommended the most convenient manner of notification to the Cost Center be used (e.g., e-mail). Once the Contracting Officer has reconciled each Monthly Statement of Account, he/she shall forward the entire package to the SCS (AO) for approval of the Statement. As a reminder, for purchases in excess of \$2,500 and not exceeding \$25,000, the SCS (AO) shall also ensure appropriate documentation is included as part of the file, and that applicable procurement regulations were followed.

**13.301-70 - Governmentwide Credit Card Program (continued)**

- \* For these types of purchases affecting multiple Cost Centers, it is recommended that a copy of these files be maintained by the CCM. However, this does not preclude the Contracting Officer Cardholder from keeping copies of documents necessary for future reconciliations, etc. \*

The purpose of these procedures are to simplify and streamline ordering procedures for orders which have historically exceeded \$2,500, and should result in increased credit card usage. These procedures are not intended to prompt the Cost Center to combine, and consequently divert what were previously separate credit card actions back to the Contracting Officer. Nor are these procedures intended to result in a more complicated or cumbersome reconciliation process than if the supplies or services were ordered via Blanket Purchase Agreements or Purchase Orders, and if receipt of the supplies or services were documented by receiving reports. The extent of use, supervision, and monitoring of these procedures will continue to be under direct authority of the Controller.

Annually, Regional Comptrollers (or their designees) shall evaluate each location's Contracting Officer staffing or workloads, and shall also ensure the intent of the Credit Card Program is not being circumvented by combining or reverting credit card orders of \$2,500 or less back to the Contracting Officer.

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11. OVERSIGHT

1. PURPOSE OF THE BUREAU OF PRISONS CREDIT CARD HANDBOOK.

- \* The purpose of this Handbook is to provide standards and guidelines for the implementation, management, and use of the Governmentwide Commercial Credit Card Program for use with purchases of \$2,500 or less. Section 5 also describes standards and guidelines for the use of the Governmentwide Commercial Credit Card for purchases not exceeding \$25,000. \*

2. BACKGROUND.

The Credit Card Program is intended to streamline and simplify procurement and payment procedures; give staff the opportunity to make practical business decisions in obtaining products or services for which they are knowledgeable; improve Government cash management practices by consolidating payments, reducing imprest funds, and reducing administrative burdens, while providing comprehensive monthly financial reports; and enabling Cost Center Managers (CCM) to improve management control and decision making.

- \* The Attorney General has endorsed the use of the Credit Card Program as one of the National Performance Review initiatives to empower employees and reduce administrative burdens. The program delegates micro-purchase authority to each CCM/Approving Official (AO) (and their designees).

The Chief, Finance Branch, and the Chief, Procurement and Property Branch, share direct overall responsibility for implementing the Credit Card Program within the Bureau. The Bureau's Agency Program Coordinator (Level I), shall be located in the Procurement and Property Branch, and is the Bureau's primary representative to Credit Card Bank (CCB). The Regional Procurement Chief is the Level II Agency Program Coordinator. The institution Controller and the Regional Comptroller (Level III Agency Program Coordinator), have direct overall responsibility for the Credit Card Program at each location. \*

3. GUIDELINES FOR IMPLEMENTING THE CREDIT CARD PROGRAM AT LOCAL OFFICES.

a. In order to participate in the program, each location establishes an internal document (e.g., Blanket Purchase Agreement), to facilitate the establishment of accruals for payments of the credit card statement.

- \* b. In order to allow the CCB to administer the Bureau accounts, each location shall provide the following information:

(1) Signature card for the Level III Agency Program Coordinator (APC) and alternates;

(2) Institution name, address, telephone and fax numbers, and Internet office e-mail address;

(3) Level III Identification Number: Institution Financial Management Information System (FMIS) Allotment Code (five-digit identification number);

(4) Level III APC (institution and all alternate Controller/Regional Comptrollers) to include individual name, addresses, telephone numbers, individual Internet e-mail addresses, and fax numbers, etc...

c. Payment Support. The CCB provides a Bureau-wide summary invoice at the conclusion of each billing cycle to the Central Office, who pays the invoice in full, and then charges each Bureau location for their monthly charges. Bureau Controllers/Regional Comptrollers are responsible for: ensuring accruals are properly established for credit card purchases; ensuring the credit card payment transactions are properly recorded in the Bureau FMIS; and for reconciling the Central Office charge with the CCB's charge statements, the amounts entered into the Bureau FMIS, and for ensuring appropriate reposting, when applicable. \*

d. Individual charges placed against the credit card are not reported in the Federal Procurement Data System (FPDS).

#### 4. DEFINITIONS.

\* The following definitions are applicable for the Governmentwide Commercial Credit Card Program.

a. Definition of Positions:

(1) Agency/Organization Program Coordinator (APC) (Level III): The institution Controller or Regional Comptroller is the APC for each institution and Regional Office, respectively. This official oversees the technical administrative aspects of the contract. The APC (or alternate) serve as coordinator between all local staff and the CCB. All applications, removals, changes to limits or merchant activity codes, etc., shall be forwarded through the APC (or alternate) to the CCB.

(2) Approving Official (AO)(Level IV): The AO (if other than the CCM), recommends who shall be Cardholders to the Cost Center Manager (CCM). The CCM/AO ensures that the number of Cardholders under his/her control is not so excessive that it

prevents efficient oversight. The CCM/AO is responsible for the pre-approval of all Cardholder purchases, and monthly reconciliation of each of his/her Cardholder's statements and verifying that all transactions were made for necessary Government purchases, and in accordance with Federal procurement guidelines. An alternate CCM/AO (or acting) shall be designated to avoid statement processing delays and late payment penalties in case of absence. The CCM/AO must establish a monthly limit for each Cardholder to ensure they operate within the budget.

An Approving Official may not be organizationally subordinate to his/her Cardholders; nor may a Cardholder be his/her own Approving Official. Therefore, if a CCM/AO holds a card, a separate Approving Official must be designated within the local organization. In such cases, pre-approval of each purchase is not required. However, all other standard approvals listed are required.

(3) Cardholder: The individual Government employee granted a written Delegation of Cardholder Authority (or has an existing Contracting Officer Warrant), to use the credit card. The card is in the employee's name and can be used only by the individual to pay for official purchases in compliance with the Federal Acquisition Regulation and Bureau's internal procedures.

(4) Credit Card Bank (CCB): The CCB may provide service to support the Bureau during the contract, as arranged by the Central Office. Currently, the Central Office makes payments to the CCB (on behalf of the entire Bureau). The CCB aids the Level IV APC in account set-up, coordination, training, disputes, etc., of the Credit Card Program.

(5) Billing Office Contact (BOC): The Central Office Finance Branch coordinates payment for the CCB.

(6) Disputes Office Contact: The Level III Agency Program Coordinator is the disputes office contact. However, the Central Office, Finance Branch, (Level I, Disputes Office Contact), may become involved if necessary.

(7) Financial Management: The Controller/Regional Comptroller (or respective designee), is responsible for monthly verification of his/her organization's credit card charges. Monthly Cardholder statement charge totals from the CCB are reconciled with the credit card payment total assessed the organization by the Central Office Finance Branch. This position is also the coordinator for the settlement of discrepancies or disputes that arise from defective, faulty, unreceived, or

returned merchandise, credits for sales tax refunds, and credits for billing errors with the CCB (only after the Cardholder has exhausted all avenues for disputes).

(8) Supervisory Contract Specialist: The Supervisory Contract Specialist (or designee), is responsible for providing technical advice regarding procurement regulations to all staff involved in the use of the Credit Card Program. The Supervisory Contract Specialist (SCS) is also the Approving Official for Contracting Officer Cardholders authorized to make purchases not exceeding \$25,000 on behalf of other Cost Centers. \*

(9) Card Issuing Bank: The CCB, produces and disseminates credit card statements and investigates all amounts disputed by the Cardholder and Disputes Office Contact.

(10) Regional Chief, Procurement and Property: The Regional Chief, Procurement and Property, is the "Delegation of Cardholder Issuing Authority", for Regional and field locations. This authority may not be further delegated. This office is also responsible for oversight requirements specified in the BPAP.

b. Definition of Reports: The CCB is capable of providing a series of standard reports to participating locations. The ordering location may also determine its own reporting requirements, and establish which of the available reports are necessary for its particular need. Several on-line reports may be helpful in oversight. Other reports may be required and specified to the CCB by the Central Office. Each Level III APC receiving these reports shall maintain and use them appropriately. However, at a minimum, the following copies are required for financial reconciliation:

(1) Cardholder Monthly Statement: A monthly statement sent by the CCB to each Cardholder itemizing all credit card transactions made within the established billing period.

(2) Approving Official (Level IV) Summary: A monthly report sent by the CCB to each Approving Official summarizing the purchases and credits of each Cardholder under the CCM/AO's control.

(3) Finance Office (Level III) Summary: A monthly report for each Financial Management Office location summarizing monthly credit card charge accounts in a particular agency organization location.

c. Forms:

(1) Statement of Questioned Item(s) (Disputes): When a Cardholder discovers an incorrect amount has been charged for goods or services, the Cardholder must immediately seek to resolve the problem with the vendor. However, if the Cardholder is unable to resolve the issue with the vendor within a short period of time, the Cardholder should complete a Statement of Questioned Item(s) (furnished by the CCB), indicating the nature of the problem, and forwarding it to the Level III APC, who notifies the CCB of the dispute. A copy must also be forwarded along with the Cardholder's Statement of Account to the CCM/AO.

- \* **Note:** The Cardholder may attempt to dispute sales tax charged erroneously, if in excess of authorized amounts (in accordance with Treasury procedures). Ordering agencies may pay the tax, but Cardholders should make an effort to obtain a credit from the vendor. \*

(2) Credit Card Purchase Form (Exhibit A): A request, or similar form, that is prepared by the Cardholder (and pre-approved by the CCM/AO) at the time of placing a credit card order to indicate description, quantities, prices, and other applicable information. Distribution of this form is as noted in Section 5, "General Purchase Procedures." This documentation is also used by the Cardholder to verify charges against their monthly Statement of Account.

- Note:** The standard Bureau Request for Purchase shall not be issued for credit card purchases.

(3) Request for Delegation of Cardholder Authority (Exhibit B): The application form to obtain a Delegation of Authority for Cardholders.

d. General Definitions:

- \* (1) Account Set-Up Information: The specific information required by the CCB for each Cardholder or AO so that an active account can be established for that Cardholder. This information is supplied to the Credit Card Bank by the APC. The CCM/AO at each ordering location completes the Cardholder Set-up form, and the Approving Official Set-up form and forwards to the Controller (Level III APC).

(2) Delegation of Cardholder Authority: After receiving the required training, and prior to making application to the CCB, each prospective Cardholder shall obtain specific purchase authority for use of the credit card. This is accomplished via written request from the Controller or Regional Comptroller (see Exhibit B). Once granted, this delegation is made in writing by

the Regional Chief Procurement and Property, for the amount of \$2,500, and references the cite where those prohibited items are listed. Warranted Contracting Officers's do not need to obtain a separate Cardholder Delegation of Authority Letter.

(3) Single Purchase Limit: The limitation on the amount a Cardholder is permitted to purchase at any one time. A purchase will not be authorized by the Credit Card Bank if the purchase exceeds the Cardholder's single purchase limit. This limit (set by the CCM/AO) applies to total amount, not per item or line item total. Except for Warranted Contracting Officers, the single purchase limitation is normally a maximum of \$2,500 per transaction for those Cardholders holding a Delegation of Cardholder Authority Letter. The single purchase limit cannot exceed the Cardholder's Delegation of Cardholder Authority.

(4) Monthly Cardholder Purchase Limit: The monthly purchase limitation (set by the CCM/AO) is the amount that each Cardholder may purchase during the monthly billing cycle, and may be reflective of funding limitations.

(5) Merchant Activity Code: It should be noted, Merchant Activity Codes affect merchants, not types of goods. Therefore, due to the potential amount of excessive Cardholder declinations, the Merchant Activity Code should be unrestricted, with the exception of cash withdrawn from ATMs, etc. Therefore, all merchant activity codes should be allowed except ATM cash withdrawals and convenience checks.

## 5. GENERAL PURCHASE PROCEDURES.

If the price of an item is unknown before making a purchase by telephone or in person, the Cardholder contacts the vendor and obtains the complete pricing and delivery information as required in micro-purchase procedures. Use of the credit card is governed by the Federal Acquisition Regulation, Part 13, and the Bureau of Prisons Acquisition Policy, Part 13.3.

When purchasing items by telephone or over the counter, the Cardholder must inform the merchant that the purchase is for official U.S. Government purposes and therefore, is not subject to state or local sales tax.

Items purchased over the counter should be available immediately. Those supplies ordered by telephone should be delivered as soon as practicable and all vendors are discouraged from back ordering. Confirmation by the vendor must be obtained so that the credit card will be charged only when shipment is made.

Cardholders must notify vendors to place the following information on the shipping document, Department Name or Cost

Center/Last Name of Requestor/Credit Card. The vendor should also be informed that due to security concerns, if the delivery does not contain the above information, the order may be returned. Direct the vendor delivering to the institution not to place the credit card number on any of the shipping documents.

Vendor selection is made on the basis of a reasonable price or value to the Government. Cardholders should rotate vendors, and avoid splitting orders to circumvent a \$2,500 competition threshold.

The Cardholder/requestor shall prepare a Credit Card Purchase Form, or a form containing the same or similar information (see Exhibit A) to reflect all item descriptions, unit prices, extended totals, and other applicable information e.g., shipping and handling charges (other than these area specified, only areas necessary to reconcile statements need be completed). The Cardholder obtains the CCM/AO's signature or initials and a fund control number on the form prior to placing the order. Once the order is placed, a copy of this form is forwarded to the Warehouse prior to receipt of the order, unless the order is to be picked up by the Cardholder. Upon receipt of the Cardholder's Monthly Charge Statement, the original copy is forwarded with available original receipts, packing lists, etc., to the CCM/AO, and retained for a period of not less than three years.

**Note: A Cost Center Manager (CCM) who is a Cardholder need not obtain pre-approval for expenditure of his/her own funds. However, all miscellaneous pre-approvals required in Section 9(b)(2) must be obtained; and post-approval by the AO must be obtained at the time of statement reconciliation.**

Additionally, the Cardholder is responsible for maintenance of all records, reports, packing slips, or receipts to verify charges against their monthly Statement of Account, until originals (when available), are forwarded to the CCM/AO. These Cardholder records are retained for future review purposes. If the Cardholder cannot substantiate the purchase was necessary and for official use, the institution must address this situation by requiring reimbursement by the employee, and if warranted, referral to the Office of Internal Affairs. The Government is liable for use of the credit card by authorized users provided the use is within the dollar limits and allowable Merchant Activity Code, or provided the authorized user made a purchase below the merchant's credit card floor limit (and the purchase was not electronically authorized).

#### 6. DELEGATIONS/RESPONSIBILITIES.

a. Cardholder: Upon receipt of Delegation of Cardholder Authority, individual staff members may be approved for a credit card by being nominated by the CCM/AO (through the APC), and forward to the CCB. Upon nomination, each Cardholder is given by the institution Controller, the current version of the Bureau's Credit Card Handbook, and a "Quick-Start" card if available, prior to receiving the credit card. The Cardholder is guided by the handbook, as well as responsible for the following activities:

(1) Immediately utilize the CCB's Voice Response Unit to activate the card.

(2) Abide by the local institution's administrative control for obtaining authority to place an individual order.

(3) Abide by the procurement guidelines and documentation requirements as trained, and described in Section 5 and 9. The Cardholder shall consult the Supervisory Contract Specialist, or designated Contracting Officer, for technical procurement assistance, if questions arise regarding procurement regulations.

(4) Maintain complete records of each order placed, including description, quantity, unit prices and extended subtotals, and totals on the Credit Card Purchase Form including shipping and handling. If the merchandise is to be delivered to the Warehouse, the Cardholder must send a copy of the form to the Warehouse, **PRIOR TO DELIVERY**.

(5) Maintain itemized receipts and packing slips.

(6) Follow-up with vendor concerning any undelivered orders.

(7) Each month, the CCB will provide a Monthly Statement for purchases made with the Cardholder's credit card. Upon receipt, the Cardholder shall perform the following duties:

(a) Verify the Statement by comparing with the Cardholder's documentation of each item, quantity, price and line item total.

(b) Assign the correct accounting classification information to each credit expenditure (only if different from the, cardholder's default accounting code).

(c) Insert short descriptive information to each credit expenditure (e.g., auto repair parts, stationary supplies, etc.), (only if unavailable on request form or a substitute was received).

(d) Sign the Statement, attach all Credit Card Request Form and applicable itemized receipts (original if available) or packing slips, and forward to the CCM/AO as soon as possible after statement is received.

(8) If unable to resolve any discrepancy with the vendor, the cardholder is to immediately forward Statement of Questioned Item(s) to the Controller and aid any investigation of disputed charges (see Section 10(b), "Disputed Charges").

(9) Mutilate and return the credit card to the APC (Controller) upon termination or demand made by the CCM/AO or APC.

a. Agency/Organization Program Coordinator (APC)(Level III): The institution Controller or Regional Comptroller and/or alternate is the APC for each institution, Regional Office, Management and Special Training Center, and Central Office Business Office, respectively. This official shall oversee the technical administrative aspects of the Credit Card Program at each location. The APC (or alternate), shall serve as coordinator between the CCB, and each location staff. The APC shall ensure signature cards are included for the APC and all alternates to the CCB. Any changes shall also be sent to National Contracts and Policy Section in Central Office (the Level I APC) for the purpose of receiving a user ID code to access the CCB's records electronically.

All applications, removals, changes to limits, etc., shall be forwarded to the APC (or alternate) who shall notify the Credit Card Bank. APC responsibilities include:

(1) Receiving Approving Official's applications and collecting any information needed and forwarding to Credit Card Bank or electronically making changes. Prior to forwarding, the APC ensures that all Approving Official applicants have received the training specified in Section 8, "REQUIRED TRAINING," by verifying and maintaining documentation on the AO's Training Record.

(2) Receiving Cardholder's applications, verifying and maintaining documentation of appropriate training, and collecting any information needed.

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- (a) Ensuring a default account class code is inserted on each Cardholder application in accordance with designated accounting procedures: including project code and sub-object. The exact entry on the application shall be inserted in block entitled, "Account Code."
- (b) Ensuring each application has the approved single purchase limit (not to exceed the Cardholder Delegation of Authority), and the monthly purchase limit, as specified by the Cost Center Manager.
- (3) Forwarding or electronically entering Cardholder and Approving Official applications and maintenance to the CCB.
- (4) Keeping an updated master list of Cardholders for each Approving Official (including single purchase limits and monthly purchase limits).
- (5) Ensuring accruals (when applicable), are properly established for credit card purchases in accordance with the current accounting/budgeting policies.
- (6) Ensuring the credit card payment transactions are properly recorded in the Bureau FMIS.
- (7) Reconciling the Central Office charges with the Cardholder's Statement from the CCB, the amounts entered into the Bureau FMIS, and reposted amounts, (when appropriate).
- (8) Collecting credit cards and removing Cardholders when appropriate. Dispose of cards as appropriate.
- (9) Providing written and/or electronic confirmation of all card cancellations to the CCB.
- (10) Providing written and/or electronic information on disputes to the Credit Card Bank.
- c. Approving Official: Upon verification of training by the APC, each CCM may be designated as an AO. Each proposed AO shall complete an application and forward to the APC. An Approving Official may not be organizationally subordinate to his/her Cardholders; nor may a CCM/AO hold a card under his/her control. Should a CCM desire to become a Cardholder, a separate Approving Official must be designated within the organization.
- CCM/AO responsibilities include:

- (1) Satisfying the training requirements as specified in Section 8, "REQUIRED TRAINING," (to include alternate CCM/AOs for those in an acting capacity).
- (2) Obtaining a copy of Approving Official Instructions, from the Credit Card Bank (if available). Obtaining a copy of the current Bureau "Credit Card Handbook" (from BOPDOCs).
- (3) Nominating Cardholders and initiating issuance of credit cards (through the APC). This includes providing a copy of the Cardholders Delegation Authority Letter to the APC.
- (4) Specifying the single purchase limit and monthly purchase limit for all Cardholders within his/her responsibility.
- (5) Tracking budgetary restraints in accordance with national policy and local supplements, and authorizing individual purchases on the Credit Card Purchase Form for Cardholders under their responsibility. Estimate monthly accruals and submit to Financial Management, when applicable. In cases when the CCM is the Cardholder, the budgetary duties shall remain the CCM's responsibility).
- (6) Receiving, on a monthly basis, Cardholder's Monthly Statements, from each Cardholder under their responsibility. Upon receipt, the CCM/AO performs the following:
  - (a) Review each Statement to determine if the purchases are appropriate;
  - (b) Verify the charges appearing on the Cardholder's monthly statement, and verify account class codes, (and if different from the default code, include the appropriate codes for reposting purposes);
  - (c) Sign each Statement as AO and forward to the Financial Management office as soon as possible after receipt of statement.
- (7) Receiving the Monthly Approving Official Summary Statement, which is a composite of all charges by the individual Cardholders assigned to each Approving Official. The Cost Center Manager (if different from the AO) shall be responsible for keeping the "official" credit card files for review purposes. The CCM should consider that Cardholder numbers are included in these files and should be appropriately secured. CCM/AOs will be responsible for keeping their own copies of credit card statement summaries

on file, as well as a copy of each individual Cardholder's Statements (with attachments) for three years. The attachments will include:

- (a) Original customer copy of receipt(s) and/or packing slip(s), when available.
- (b) Credit Card Purchase Form.
- (c) Any other documents or pertinent information (e.g., approvals, etc.).

(8) Authorizing the CCB (through the Controller/APC) to accept deviations from the pre-established single purchase and/or monthly dollar limits in emergency situations.

d. Financial Management Staff: Responsibilities of the Financial Management staff include the following:

- (1) Reconcile monthly Approving Official's Statement and/or Cardholder's Statements to the charges made by the Central Office Finance Branch in the FMIS.
- (2) Assist in resolution of disputes regarding credit card charges, and report to the APC.

e. Supervisory Contract Specialist (or other designated Contract staff): The Supervisory Contract Specialist serves as technical procurement advisor to Cardholders, CCM/AOs and others involved in the program. The SCS shall also be the AO for Contracting Officer Cardholder's making purchases between \$2,500 and \$25,000 on behalf of other Cost Centers except for Trust Fund resale purchases.

f. Finance Branch: Responsibilities of the Central Office Finance Branch include the following:

- (1) Making timely payments for each location and then billing each location by utilizing the automated FMIS.
- (2) Serving as each location's higher level Disputes Office, when needed.

g. Warehouse Staff: The following minimal procedures shall be implemented and included in the local Institution Supplement addressing receiving procedures:

- (1) Upon receipt of a Credit Card Purchase Form, the Warehouse staff establishes and maintains the form in a separate, alphabetical file, by vendor name.
- (2) The Credit Card Purchase Form is used to aid in identification of deliveries and is to be signed by the credit Cardholder or designee when the order is picked up from the Warehouse. Warehouse staff are responsible for identification of the order to notify the appropriate staff member to receive the order; not for checking-in merchandise for conformance or completion.
- (3) The Warehouse staff establishes and maintains a Closed Credit Card Purchase file. This file contains a signed copy of the form by the staff member picking up the order from the Warehouse, in a separate, alphabetical file, by Cardholder name.
- (4) For supplies, all vendors are discouraged from back ordering. When a vendor's back orders cause problems, the cardholder may consider utilizing a different vendor with a better delivery record. It is the Cardholder's responsibility to resolve any discrepancy, whether in quantity or price).
- (5) Except for Trust Fund items for resale and Controlled Property (as identified by the Property Management Manual), Receiving Reports are **not** prepared for credit card purchases.

## 7. FUNDING.

Funding for Cost Centers and individual Credit Card Requests are accomplished and documented in accordance with current accounting and budgeting policies.

**Note:** Trust Fund accounting procedures remain the same as current practices for resale items purchased.

## 8. REQUIRED TRAINING.

Use of the credit card is governed by Part 13.3, Simplified Acquisition Methods, as listed in the Federal Acquisition Regulation, and the Bureau of Prisons Acquisition Policy, Subpart 13.301-70. Personnel designated to become "Cardholders" or "Approving Officials," must first receive approved ethics and credit card purchasing training and complete appropriate certifications. Personnel designated to be Cardholders must also obtain a Delegation of Cardholder Authority (or must hold a Contracting Officer Warrant). Applicants may be credited for the ethics portion of the training if they have completed the Cost

Center Manager self study course, the Contracting Officer's Technical Representative self study course, or Procurement Integrity training.

At a minimum, training for the Credit Card Program, includes viewing the Bureau of Prison's video entitled, "Using Your Government Credit Card." The training covers the fundamental purchasing for \$2,500 or less, such as mandatory sources, and additional prohibitions against the use of the credit card.

When an individual has completed the required training, the local Employee Development Manager or Employee Development Administrator issues a memorandum certifying training completion.

Individuals with Delegation of Cardholder Authority are considered procurement officials, as defined under Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423), and must receive procurement ethics and procurement integrity training and complete the Bureau form, Attachment 3-A, TRM, Part 3, Procurement Integrity Certification for Procurement Officials.

#### 9. AUTHORIZED PURCHASES.

The card may be used to pay for commercially available goods and services within the \$2,500 threshold, and for other allowable purchases. However, some procurements are limited:

a. Prohibited Items: In accordance with the CCB's contract, the credit card may not, under any circumstances, be used for: rental or lease of land or buildings, major telecommunications (telephone) services, or personal use items.

**Note:** The purchase of prohibited items may result in disciplinary action.

b. Regulated Purchases: The use of the credit card is limited in the following ways:

(1) Due to accountability requirements, and as specified by Bureau's internal controls or various policies, the following shall not be purchased with a credit card: cash/ATM withdrawals; meals, lodging, rental of vehicles, or airline tickets in conjunction with employee travel; construction services; incentive awards (except by Human Resource Departments); or advisory and assistance services.

(2) Due to requirements specified in various Bureau Program Statements, the following may be procured with the use of credit cards, once the advance approvals and/or other requirements have been met: paid advertisements; business cards; temporary services; lease or purchase of Automatic Data Processing (ADP) software, and computer equipment (e.g., printers, monitors, internal modems, repairs. etc). See BPAP Part 7.105-73(c) for required approvals and Property Management Manual for a list of controlled items. If appropriate approvals are first obtained, the purchase of such items/services may be accomplished with the credit card.

(3) Controlled Property as identified in the current Property Management Manual may be purchased with a credit card. However these items must be a) received in the Warehouse (except ammunition and weapons) b) receive Federal Prison System (FPS) numbers, and c) have a receiving report.

(4) Note Drugs purchased off the VA Pharmaceutical Contract are not mandatory to be purchased with the credit card.

(5) Credit Card usage is not required for any mandatory contract where the vendor does not accept the Credit Card.

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**UNDER NO CIRCUMSTANCES SHALL THE CARD BE USED FOR PERSONAL PURCHASES. VIOLATIONS MAY RESULT IN DISCIPLINARY ACTION.**  
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10. PROCEDURES.

a. Federal Procurement Data System (FPDS) Reporting:  
Individual charges placed against the credit card are not reported in the FPDS. Accordingly, internal documents developed to facilitate accruals should reflect three asterisks as the designation code.

b. Disputed Charges: If any statement item is found to be incorrect, the Cardholder adheres to the following procedures:

(1) Immediately attempt to resolve the disputed charges with the merchant involved, so that a credit appears on the next Cardholder's Statement.

(2) If a resolution with the vendor is not possible, or the credit does not appear on the next statement, the Cardholder immediately prepares a Cardholder Statement of Questioned Item(s) (disputes) (one for each item in question). (The form will be provided by the Credit Card Bank.) Shipping and handling charges or sales taxes may also be disputed

using this form, although see Section 4(c)(1) for clarification.

(3) Make two additional copies of this completed form; a) send original to the APC (Controller); b) one copy for the documentation accompanying the monthly statement to the APC, c) one copy to be retained by the Cardholder for tracking purposes. The original or electronic version shall be sent to the CCB by the APC.

(4) Track disputed items and ensure all credits due are received. \*

c. Card Security: It is the Cardholder's responsibility to safeguard the credit card and account number at all times. Staff are reminded to take the necessary precautions to ensure that under no circumstances are inmates to have access to a card number (i.e., by processing/filing records, when placing orders by telephone, etc.). The Cardholder must not allow anyone to use his/her card or account number. A violation of this security and trust may result in disciplinary action.

d. Lost/Stolen/Compromised Cards: The Bureau will not be liable for any unauthorized use of the credit card (this means the use of a credit card by a person other than the Cardholder, who does not have actual, implied, or apparent authority for such use, and from which the Cardholder receives no benefit). However, the Bureau may be responsible for charges against the card if a loss or theft is not reported to the Credit Card Bank within the specified time. The Cardholder will not be personally responsible for charges on a lost or stolen card if reported properly. If a card is lost or stolen, the Cardholder must:

(1) Immediately (within one working day) notify the CCM/AO, the APC, and the Credit Card Bank via telephone.

\* (a) The Credit Card Bank's toll free telephone number is 1-888-297-0781. For locations outside the U.S., call collect at 847-488-4441. \*

(2) Submit a written report to the CCM/AO within five workdays, which will be forwarded through the APC (Controller) to the CCB. The report shall include:

- (a) Card Number;
- (b) Cardholder's complete name, as it appears on card;
- (c) Date card was stolen or lost;
- (d) Location loss occurred (if known);
- (e) If stolen, date reported to police;
- \* (f) Date the CCB was telephonically notified; and \*
- \* (g) Credit Card purchases made the day the card was lost or stolen. \*

A new card will be mailed upon the reported loss or theft.

- \* e. Employment Termination of Cardholder: When Cardholder employment is terminated, the CCM/AO obtains the mutilated card from the Cardholder, and immediately notifies the APC, who notifies the CCB via telephone or electronically (within one working day) of the discontinuance of the card. \*

(1) Submit a written report within five working days, which will be forwarded through to the APC to the CCB. The report shall include:

- (a) Card Number;
- (b) Cardholder's complete name, as appears on the card;
- (c) Date of termination of the card;
- \* (d) Date the CCB was telephonically or electronically notified; and \*
- (e) Any purchases made on the last day of employment.

- \* f. Transfer of Cardholder: When a Cardholder transfers to another Bureau location, the APC shall immediately suspend or terminate the card with the CCB (Depending on the CCB's capability).

Upon arrival at the receiving location, the Cardholder shall report their card is in suspended status to the new Controller. If the transferred employee will become a Cardholder at the receiving location, the APC shall appropriately change the Level III and IV hierarchy numbers to reflect the new FMIS location and

Cost Center/AO information in the CCB records. If the transferee will not remain a Cardholder at the new location, the card may be canceled by either the losing or receiving location. \*

11. OVERSIGHT. The overall responsibility for the integrity of the Credit Card Program is with the Cardholder. However, the Approving Official ensures each purchase is in accordance with policy, and in the best interest of the Government. Accordingly, Program Review objectives shall be added to each discipline's guidelines to monitor program compliance. Additionally, the Regional Comptroller (or designee) shall randomly review at least five Cost Center's files at each institution to determine program compliance (i.e., mandatory sources, reconciliation of statements, personal convenience items, etc.), once during the fiscal year. A written report of the review is forwarded to the Chief, Procurement and Property Branch. Each local APC shall randomly review each Cost Center at least once per year for the same and in accordance with the BPAP. A report of this review shall be forwarded to each Regional Office.





**PART 14**

**SEALED BIDDING**

**TABLE OF CONTENTS**

**SUBPART 14.2 - SOLICITATION OF BIDS**

14.204-70 Solicitation Files

**PART 14 - SEALED BIDDING****SUBPART 14.2 - SOLICITATION OF BIDS****14.204-70 - Solicitation Files**

For easy reference and uniformity, solicitation, contract, and modification files will be maintained using a format similar to Attachments 14-A through 14-E of this Procurement TRM. This format may be altered to suit the contract type and circumstances.

**IFB PRE-AWARD FILE**

Tab No.	Document	In File	N/A
<b>FLAP A</b>			
1	Solicitation Document	_____	_____
2	Amendments (FAR 14.208)	_____	_____
3	Supervisory solicitation Review (FAR 14.202-6)	_____	_____
*	Compliance and Review Section Review	_____	_____ *

**IFB PRE-AWARD FILE**

Tab No.	document	In File	N/A
<b>FLAP B</b>			
4	Request for Purchase/ Request for Contract Action Independent Government Cost Estimate	_____	_____
*	APP/Individual Acquisition Plan	_____	_____ *
*	Advanced Procurement Planning Checklist	_____	_____ *
*	Supporting Narrative to support FAR 7.105 Funds Availability	_____	_____ *
5	Contract Status Record Market Research	_____	_____
6	Presolicitation Approvals AIS (DOJ Order 2830.1D) Micrographics (DOJ Order 2780.1)	_____	_____
	Dept. of Labor Wage Determination (FAR 22.1008-1)	_____	_____
*	GSA Delegation of Procurement Authority Requisitioner	_____	_____ *
7	Other: Determinations and Findings Cancellation after Opening (FAR 14.404-1) Type of Contract Rejection of Individual Bids (FAR 14.404-2(f)) Use of Options (FAR 17.205 and 206) Set-Aside for S/B.(FAR 19.501(b)) Performance bond (FAR 28.103-2))	_____	_____

**IFB PRE-AWARD FILE**

Tab No.	Document	In File	N/A
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**FLAP B (Continued)**

	Bid Samples		
	(FAR 14.202-4(d))	_____	_____
	Descriptive Literature		
	(FAR 14.202-5(c))	_____	_____
8	Synopsis (FAR 5.201)	_____	_____
9	Pre-Solicitation Notice		
	Construction (FAR 36.213-2)	_____	_____
10	Source List (FAR 14.205-1)	_____	_____
11	Solicitation Requests	_____	_____
12	Declination to Offer	_____	_____
13	Clarification of Solicitation		
	(requests and responses)	_____	_____
14	Notice of Cancellation Before		
	Opening (FAR 14.209)	_____	_____

**IFB PRE-AWARD FILE**

Tab No.	Document	In File	N/A
<b>FLAP C</b>			
15	Abstract of Bids - SF 1409 (FAR 14.403)	_____	_____
16	Notice of Late Bids (FAR 14.304-2 and 14.304-3)	_____	_____
17	Notice to Reject All Bids (FAR 14.404-3)	_____	_____
18	Minor Informalities and Receipt of Unreadable Electronic Bids (FAR 14.405 and 14.406)	_____	_____
19	Mistakes in Bids Before Award (FAR 14.407-3)	_____	_____
20	Technical Evaluation	_____	_____
21	Determination of Price Reasonableness (FAR 14.408.2)	_____	_____
22	Determination of Responsibility (FAR 9.104-1)	_____	_____
23	Documentation of Award (FAR 14.408.7)	_____	_____
24	Miscellaneous Correspondence	_____	_____

**IFB PRE-AWARD FILE**

Tab No.	Document	In File	N/A
<b>FLAP D</b>			
25	Pre-Award Approvals EEO Compliance Clearance (FAR 22.805)	_____	_____
26	Supervisory Review	_____	_____
27	Legal Review (if applicable)	_____	_____
*	Compliance and Review Section Review	_____	_____ *

**IFB PRE-AWARD FILE**

Tab No.	Document	In File	N/A
<b>FLAP E</b>			
28	Protests Before Award (FAR 33.104(b))	_____	_____
29	FOIA Requests Before Award (FAR 24.2)	_____	_____

**IFB PRE-AWARD FILE**

Tab No.	Document	In File	N/A
<b>FLAP F</b>			
30	Unsuccessful Bids	_____	_____
31	Successful Bids	_____	_____
*	32 Unsuccessful Bidders Letters	_____	_____ *

**Contract File Award**

Tab No.	Document	In File	N/A
<b>FLAP A</b>			
1	Contract Document/ Modifications	_____	_____
2	FPDS Individual Contract Action Report (SF-279)	_____	_____
3	Award Distribution Checklist	_____	_____
4	Award Checklist	_____	_____
5	Consolidated List of Debarred, Suspended and Ineligible Contractor (FAR 9.404(c)(5))	_____	_____

Contract File Award Checklist

Contractor: \_\_\_\_\_

Requirement: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Contract Type: \_\_\_\_\_

Solicitation No.: \_\_\_\_\_

**CONTRACT FILE AWARD**

Tab No.	Document	In File	N/A
<b>FLAP B</b>			
6	Supporting Papers for Basic Contract Award Synopsis (FAR 5.3) Performance Bond (FAR 28.102, 28.103 and 53.301-25) Subcontracting Report (SF-294)	_____	_____
7	Protests After Award (FAR 33.104(c))	_____	_____
8	FOIA Requests After Award	_____	_____
9	Transmittal/Acknowledgment Letters	_____	_____
9.1	Contract Administration Approvals. e.g., approval of subcontracts., etc	_____	_____

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**CONTRACT FILE AWARD**

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Tab No.	Document	In File	N/A
<b>FLAP C</b>			
10	Supporting Papers for Modifications	_____	_____

**CONTRACT FILE AWARD**

Tab No.	Document	In File	N/A
<b>FLAP D</b>			
11	Vouchers and Related Correspondence	_____	_____

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**CONTRACT FILE AWARD**

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Tab No.	Document	In File	N/A
<b>FLAP E</b>			
12	Contractor's Reports	_____	_____

**CONTRACT FILE AWARD**

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Tab No.	Document	In File	N/A
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**FLAP F**

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13	Contract Close Out Checklist (Administrative Correspondence).	_____	_____
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**MODIFICATIONS**

Tab No.	Document	In File	N/A
<b>FLAP C - Contract File</b>			
1	Request for Purchase/ Request for Contract Action Independent Government Cost Estimate	_____	_____
*	APP/Individual Acquisition Plan	_____	_____ *
*	Advanced Procurement Planning Checklist	_____	_____ *
*	Supporting Narrative to support FAR 7.105 Funds Availability	_____	_____ *
2	Contract Status Record	_____	_____
3	Presolicitation Approvals	_____	_____
	Micrographics (DOJ Order 2780.1)	_____	_____
	AIS (DOJ Order 2830.1D)	_____	_____
	Wage Determination (FAR 22.1002.1)	_____	_____
*	GSA Delegation of Procurement Authority Requisitioner	_____	_____ *
	Other:	_____	_____
4	Determination and Findings Justification for Other Than Full and Open Competition (FAR 6.303)	_____	_____
*	Statutory Fee Limitation (FAR 15.404-4(c)(i)) Requiring C/P Data (FAR 15.404-3)	_____	_____ *
	Waiver of Audit	_____	_____
5	Synopsis (FAR 5.201)	_____	_____
	Waiver of Synopsis (FAR 5.202)	_____	_____
6	SF-30	_____	_____

**MODIFICATIONS**

Tab No.	Document	In File	N/A
<b>FLAP C - Contract File (continued)</b>			
7	Correspondence - Inquiries and Responses	_____	_____
* 8	Proposal Evaluation (FAR 15.305)	_____	_____*
9	Proposal or Claim for Equitable Adjustment	_____	_____
* 10	Proposal Analysis (FAR 15.404)	_____	_____*
11	Miscellaneous Correspondence	_____	_____
* 12	Documenting the Negotiation (FAR 15.406-3)	_____	_____*
13	Pre-Award Approvals EEO Compliance Clearance (FAR 22.805) Contracting Officer's Technical Representative	_____	_____
14	Supervisory Preaward Review	_____	_____
* 15	Compliance Review Section Review Legal Review (if applicable)	_____	_____*
16	Transmittal Letter and Proposed Modification	_____	_____
17	Acknowledgment Letter	_____	_____
18	Postaward Synopsis	_____	_____
19	Modification Checklist	_____	_____
* 20	SF-279	_____	_____*

**MODIFICATION (OPTION RENEWAL)**

Tab No.	Document	In File	N/A
<b>FLAP C - Contract File</b>			
1	Request for Purchase/ Request for Contract Action Advance Procurement Plan (if applicable)	_____	_____
2	Funds Availability Memo	_____	_____
3	Letter of Intent	_____	_____
4	Copy of Original Synopsis	_____	_____
5	Determination for Exercising Option Year (including Price Reasonableness Determination)	_____	_____
6	Current Insurance Certificate (if applicable)	_____	_____
7	Request for Wage Determinations (if applicable)	_____	_____
8	EEO Compliance (if applicable)	_____	_____
9	Subcontracting Plan (if applicable)	_____	_____
10	SF-279, Individual Contract Action Report	_____	_____
11	COTR Monitoring Reports/Contractor Performance Reports	_____	_____
12	Check all modifications since last Option Renewal, ensure they are all numbered correctly and signed by Contracting Officer and by the Contractor (if bilateral); \$ amounts added.	_____	_____
13	Reviews (Supervisory, Regional & Central Office)	_____	_____
14	Legal Review (if applicable)	_____	_____
15	Miscellaneous Correspondence	_____	_____
* 16	SF-30, Unilateral Modification to Exercise Option	_____	_____*

\*

**CONTRACT MODIFICATION FILE  
CONSTRUCTION CONTRACTING**

\*

**Modification #**

Unilateral ( ) / Bilateral ( ) FLAP C DATE

Tab No. Document File N/A

**FLAP C - Contract File**

1	Requisition with Advance Procurement Plan (APP) Number Supported by Statement of Need and APP Documentation	_____	_____
*	Advance Procurement Planning Checklist / Individual Acquisition Planning Supporting Narrative to Support FAR 7.105 Independent Government Estimate /Funds Availability Funds Availability Increase Memorandum Specification Review by the Competition Advocate	_____	_____ *
*	2 Contract Status Record Milestones	_____	_____ *
*	3 Pre-Solicitation Approvals	_____	_____ *
4	Determinations & Findings Justification for Other than Full and Open Competition Statutory Fee Limitation (FAR 15.404-4(a)(4)(i)) Waiver of C/P Data FAR 15.403-4)	_____	_____
*	Request for Audit (FAR 15.404-2(c)(1))	_____	_____ *
5	Synopsis (FAR 5.201) Waiver of Synopsis (FAR 5.202)	_____	_____
6	Modification or Change Order Document	_____	_____
7	Correspondence - Inquiries and Responses	_____	_____

**CONSTRUCTION CONTRACT MODIFICATION**

Tab No.	Document	In File	N/A
<b>FLAP C (Continued)</b>			
* 8	Technical Evaluation Reports (FAR 15.404(1)(e))	_____	_____ *
9	Proposal or Claim for Equitable Adjustment	_____	_____
* 10	Cost Analysis (FAR 15.404-1(c)) /Price Analysis (FAR 15.404-1(b)) Certificate of Current Cost or Pricing Data (FAR 15.406-2) / Independent Government Estimate (FAR 15.404-1)	_____	_____ *
* 11	Summary of Negotiations (FAR 15.406-3) Pre-negotiation Objectives (FAR 15.406-1) Record of Negotiations Certificate of Current Cost Or Pricing Data	_____	_____ *
12	Pre-Award Approvals EEO Compliance Clearance (FAR 22.805)	_____	_____
13	Procurement Integrity Certification Authorized Personnel Access to File Memorandum	_____	_____
14	Contracting Officer's Technical Representative/ Appointment Letter -- COTR Certificate	_____	_____
* 15	Supervisory Review	_____	_____ *
* 16	Compliance Review Section Review	_____	_____ *
* 17	Transmittal Letter and Proposed Modification (SF 30) Supplemental Definitization Modification (FAR 43.204)	_____	_____ *
18	Postaward Synopsis	_____	_____
* 19	ICAR - SF279	_____	_____ *
20	Modification Checklist	_____	_____

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PART 15

CONTRACTING BY NEGOTIATION

TABLE OF CONTENTS

SUBPART 15.2 - SOLICITATION FORMAT

15.204-70 Solicitation Files

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**\* PART 15 - CONTRACTING BY NEGOTIATION****SUBPART 15.2 - SOLICITATION FORMAT****15.204-70 - Solicitation Files**

For easy reference and uniformity, solicitation files will be maintained using a format similar to Attachments 15-A of this Procurement TRM. This format may be altered to suit the contract type and circumstances. \*

**RFP PRE-AWARD FILE**

Tab No.	Document	In File	N/A
<b>FLAP A</b>			
1	Solicitation Document	_____	_____
2	Amendments	_____	_____
3	Supervisory Solicitation Review	_____	_____
*	Compliance Review Section Review	_____	_____ *

**RFP PRE-AWARD FILE**

Tab No.	Document	In File	N/A
<b>FLAP B</b>			
4	Request for Purchase/ Request for Contract Action	_____	_____
	Independent Government Cost Estimate	_____	_____
*	APP/Individual Acquisition Plan	_____	_____ *
	Advanced Procurement Planning Checklist	_____	_____
*	Supporting Narrative to support FAR 7.105 Funds Availability	_____	_____ *
5	Contract Status Record Market Research	_____	_____
6	Presolicitation Approvals Micrographics (DOJ Order 2780.1)	_____	_____
	AIS (DOJ Order 2830.1D) Consultant Services (DOJ Order 1304.2A)	_____	_____
	Dept. of Labor Wage Determination (FAR 22.1008.1)	_____	_____
	SBA 8(a) Authority (FAR 19.8)	_____	_____
	Requisitioner	_____	_____
7	Other: Determination and Findings	_____	_____
	Justification for Other Than Full and Open Competition (FAR 6.3)	_____	_____
	Type of Contract	_____	_____
	Rejection of all Proposals (FAR 15.305(b))	_____	_____

**RFP PRE-AWARD FILE**

Tab No.	Document	In File	N/A
<b>FLAP B (Continued)</b>			
	Time and Materials Type (FAR 16.601(c))	_____	_____
	Letter Contract (FAR 16.603-3)	_____	_____
	Statutory Fee Limitation (FAR 15.404-4(a)(4)(i))	_____	_____
	Justification for Other Than Full and Open Competition (FAR 6.3)	_____	_____
	Type of Contract	_____	_____
*	Rejection of all Proposals (FAR 15.305(b))	_____	_____ *
*	Prohibition on obtaining C/P Data (FAR 15.403-1)	_____	_____ *
	Use of Options (FAR 17.2)	_____	_____
	Set-Asides for S/B (FAR 19.501 (b))	_____	_____
	Performance Bond (FAR 28.103-2)	_____	_____
8	Commerce Business Daily Synopsis (FAR 5.2) Waiver of Synopsis (FAR 5.202)	_____	_____
9	Source List	_____	_____
10	Solicitation Requests	_____	_____
11	Declination to Offer	_____	_____
12	Correspondence -- Inquiries and Responses	_____	_____

**RFP PRE-AWARD FILE**

Tab No.	Document	In File	N/A
<b>FLAP C</b>			
*	13 Submission, Modification, Revision & Withdrawal of Proposals (FAR 15.208)	_____	_____
14	Exchanges w/Offerors After Receipt of Proposals (FAR 15.306) Questions Responses	_____	_____
15	Proposal Evaluation (FAR 15.305)	_____	_____*
16	Successful Proposal (including final proposal revisions).	_____	_____
*	17 Cost/Price Analysis Including Audit (FAR 15.404)	_____	_____*
*	18 Communications w/Offerors Before Establishment of The Competitive Range Offeror (FAR 15.306(b) & 15.306(c)	_____	_____*
*	19 Request for Final Proposal Revisions (FAR 15.307)	_____	_____*
20	Miscellaneous Correspondence	_____	_____

**RFP PRE-AWARD FILE**

Tab No.	Document	In File	N/A
<b>FLAP D</b>			
*	21 Documenting the Negotiations (FAR 15.406-3)	_____	_____ *
	22 Pre-Award Approvals EEO Compliance Clearance (FAR 22.805) Contracting Officer's Technical Representative Other:	_____	_____
	23 Supervisory Pre-award Review	_____	_____
	24 Legal Review (if applicable)	_____	_____
*	Compliance Review Section Review	_____	_____ *

**RFP PRE-AWARD FILE**

Tab No.	Document	In File	N/A
<b>FLAP E</b>			
*	25 Pre-award Debriefing of Offerors (FAR 15.505)	_____	_____
	26 Protests Before Award (FAR 33.104(b))	_____	_____
	27 FOIA Requests Before Award (FAR 24.2)	_____	_____

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**RFP PRE-AWARD FILE**

Tab No.	Document	In File	N/A
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**FLAP F**

*	28 Notifications to Unsuccessful Offerors (FAR 15.503)	_____	_____*
	29 Unsuccessful Proposals (Including final proposal revisions) (file in separate folders, if necessary)	_____	_____

**PART 17**

**SPECIAL CONTRACTING METHODS**

**TABLE OF CONTENTS**

**SUBPART 17.5 - INTERAGENCY ACQUISITIONS**

17.502 - General

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**SUBPART 17.5 - INTERAGENCY ACQUISITIONS****17.502 - General**

This chapter provides samples of various basic agreement types to be used as specified in the BPAP.

- Sample Interagency Agreement (IAG) (Attachment 17-A)
- Sample Memorandum of Understanding (MOU) (Attachment 17-B)
- Sample Intergovernmental Agreements (IGA) (Attachment 17-C and 17-D)
- Sample Reimbursement Agreement (RA) (Attachment 17-E)
- Sample Determination and Findings (D&F) (Attachment 17-F)

**IAG 536-6  
INTERAGENCY AGREEMENT  
BETWEEN**

**UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF PRISONS**

**AND**

**THE GOVERNMENT PRINTING OFFICE**

**I. PURPOSE AND SCOPE**

The United States Department of Justice, Federal Bureau of Prisons (BOP), hereinafter referred to as the BOP, and the Government Printing Office (GPO), hereinafter referred to as GPO, agree that GPO will serve as a billing agent for the Department of Commerce, regarding BOP procurement related announcements or synopses published in the Commerce Business Daily (CBD).

**II. BACKGROUND**

Previously, announcements or synopses published in the CBD were funded by Congressional appropriations. Effective Fiscal Year 1996, these appropriations will be discontinued, and funding for BOP procurement related announcements will be provided by the BOP.

**III. AUTHORITY**

This Agreement is entered into under the authority of Section 1535 of Title 31 of the United States Code (31 U.S.C. § 1535), as amended.

**IV. BILLING AND PAYMENT**

GPO agrees to bill the BOP monthly for all procurement related synopses published in the CBD. Announcements include procurements, modifications, awards, and sources sought synopses. The GPO will charge \$18 for each item published. Billing excludes announcements made by the National Institute of Corrections, and Federal Prison Industries (UNICOR). Collection will be made via On-line Payment Collection System (OPAC) utilizing the following:

Activity Address Code (AAC) - 153109

Activity Locator Code (ALC) - 15100900

BOP Appropriation Number: 62-M-197-400-000-2313

V. AGENCY INTERFACE

The BOP and GPO shall establish a direct line of communication to ensure timely responses to agency inquiries. The following persons are the primary points of contact:

Federal Bureau of Prisons  
320 First Street, NW.  
Room 5006  
Washington, D. C. 20534

U.S. Government Printing  
Office  
North Capital & H Streets, NW.  
Room B-701 - Stop FM  
Washington, D. C. 20401

ATTN: Chief  
National Contracts and Policy

ATTN: Accountant  
U.S. Government Printing  
Office

PHONE: (202) 307-0985  
FAX: (202) 307-1146

PHONE: (202) 512-2076  
FAX: (202) 512-1520

VI. PERIOD OF AGREEMENT

This Agreement becomes effective upon signature of both parties and will remain in force until it is superseded by a new Agreement, modified, or terminated. This Agreement can be terminated immediately upon mutual consent of both parties or may be terminated by either party by providing 30 days written notice of its intention to terminate to the other party.

VII. SUSPENSION OR TERMINATION OF THE AGREEMENT

The GPO agrees to consult with the BOP before any actions are taken to suspend or terminate any agreement.

VIII. MODIFICATIONS

This Agreement, or any of its specific provisions, may be revised or modified by signatory concurrence of the undersigned parties, or their respective official successors or delagees. Each party shall promptly notify the other when successors or delagees are appointed.

IX. ANTI-DEFICIENCY ACT

Nothing contained herein shall be construed to obligate the Federal Bureau of Prisons to any expenditure or obligation of funds in excess or in advance of appropriations in violation of the Anti-Deficiency Act, 31 U.S.C., § 1341, as amended.

ACCEPTED  
U.S. DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF PRISONS

\* By: \_\_\_\_\_ or \_\_\_\_\_  
Chief Regional Director  
Procurement and Property Branch as appropriate \*

Date: \_\_\_\_\_

ACCEPTED  
U.S. GOVERNMENT PRINTING OFFICE

By: \_\_\_\_\_  
Comptroller  
U.S. Government Printing Office

Date: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING 528-5

between

Federal Bureau of Prisons (BOP), U.S. Department of Justice (DOJ)  
320 First Street NW, Washington, DC 20534

and the

Defense Fuel Supply Center (DFSC), Defense Logistics  
Agency (DLA), Department of  
Defense, Cameron Station, Alexandria, VA 22304

for

Providing reliable delivery of direct supply natural gas at the  
lowest competitive cost to the Bureau of Prison facilities.

))))))))))

1. Scope: Deregulations within the natural gas industry allows direct purchase of natural gas supplies with delivery via open access transportation through the interstate pipelines. Free market, competitive direct supply natural gas (DSNG) contracts may offer significant cost savings to end-users, such as BOP facilities, compared to tariff gas delivered at sales service rates under utility services contracts with local distribution companies (LDCs). Where estimated cost savings exist and the BOP facility is a candidate for DSNG, DFSC shall have sole responsibility for providing DSNG procurement support to BOP facilities.

2. Term of Agreement: Indefinite.

3. Basis for Agreement: Procurement support is provided as an interagency acquisition under the Economy Act, 31 U.S.C., Section 1535 as prescribed by Federal Acquisition Regulation (FAR) Part 17.5.

4. General Responsibilities: DFSC as DLA's agent, has sole responsibility for providing procurement support for DSNG deliveries to BOP facilities. Natural gas requirements-type contracts will be competitively awarded through consolidated regional solicitations. In order to place a BOP facility under contract prior to the regional acquisition, DFSC's Blanket Ordering Agreements (BOAS) for interim buys may be used. Regardless of which contracting instrument is utilized, DFSC will have a contract in place for either firm or interruptible delivery of DSNG on the date required by the BOP facility. Contracts will only be awarded when determined cost effective and consistent with providing secure and reliable delivery in support

of the BOP facilities' mission. Such contracts shall be awarded and administered according to the highest standards, as well as industry practices. BOP facilities shall provide to DFSC, either upon request, or independently, utility/natural gas invoices for the previous 12-month period, for calculation by DFSC of the cost savings potential and feasibility of transporting DSNG. If included in the DSNG Program, each BOP facility will provide the necessary support to perform the specific functions described below before and after award of a contract by DFSC.

5. Specific Responsibilities:

DFSC WILL:

a. Analyze BOP facilities' natural gas utility bills and determine the feasibility of transporting DSNG and the projected estimated cost savings that may be realized over a 12-month period.

b. Solicit, negotiate, and award competitive DSNG contracts in accordance with the FAR, which have consolidated requirements, as much as practicable from DoD installations, BOP facilities, and other Federal Civilian customers.

c. Require the DFSC contractor provide supply management when requested by a BOP facility.

d. Assist BOP facilities, in execution of transportation agreements with servicing LDCS, when requested.

e. Analyze follow-on requirements for cost savings as described herein.

f. Keep BOP participating facilities current about information relevant to the program and/or the natural gas industry.

g. Provide initial and ongoing training to BOP facility personnel.

h. Act as the Central Manager for California facilities.

BOP WILL:

a. Provide DFSC with natural gas utility invoices for the last 12 months.

b. Where load management is to be performed under the DFSC contract, provide DFSC with natural gas monthly consumption over the past five (5) years.

c. Use the Natural Gas Requirements form (enclosure 1) for

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submission of requirements to DFSC.

d. Budget for and fund requirements submitted for inclusion in the DSNG Program.

e. Ensure LDC (or pipeline) transportation agreements are executed prior to award of the DFSC contract.

f. If supply management is required under the DFSC contract, ensure that the LDC (or pipeline) telemetering devices and software, if applicable, are installed prior to the contract's starting delivery date.

g. Participate in postaward conferences, where appropriate.

h. Issue delivery orders and obligate funds for requirements of DSNG with copies provided to DFSC (except for California).

i. Administer individual delivery orders and make timely payments to DFSC contractors for gas deliveries pursuant to those delivery orders (except for California).

6. Agency Interface:

Director	Energy Program Manager
Alternative Fuels	Federal Bureau of Prisons
Defense Fuel Supply Center	320 First Street, NW - 5008
Defense Logistics Agency	Washington, D.C. 20534
Cameron Station	PHONE: (202) 514-6652
Alexandria, VA 22304-6160	FAX: (202) 514-8848
PHONE: (703) 274-7423	
FAX: (703) 274-4557	

7. Anti-Deficiency Act: Nothing contained herein shall be construed to obligate the Federal Bureau of Prisons to any expenditure or obligation of funds in excess or in advance of appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C., Section 1341.

8. The following authorized individuals agree herewith:

**DEFENSE FUEL SUPPLY CENTER**  
**DEFENSE LOGISTICS AGENCY**

**DEPARTMENT OF JUSTICE**  
**FEDERAL BUREAU OF PRISONS**

\_\_\_\_\_  
CAPT, SC, USN  
Acting Commander, DFSC

\_\_\_\_\_  
Chief  
Procurement and Property Branch

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\*

or

\_\_\_\_\_  
CEO

Concur:

\_\_\_\_\_  
Regional Director

\*



Bills for which payment has not been received within 30 days are considered past due and late charges will be computed monthly for each overdue bill. The interest rate will be determined by the current value of funds to the U.S. Treasury.

4. **BILLING PROCEDURE:**

a. Invoices - Invoices shall itemize each inmate by name, register number, dates of stay, and appropriate manday rate. Billing shall be based upon the actual number of mandays used. The invoices will be based upon the established daily per diem rate for each institution. The per diem rates will be adjusted on a quarterly basis.

b. Invoice Submissions - BOP shall submit all invoices to the State at the following address:

Accountant Manager  
Louisiana Department of Public Safety  
and Corrections, Corrections Services  
P.O. Box 94304 Capitol Station  
Baton Rouge, Louisiana 70804-9304  
PHONE: (504) 342-6548

c. Payment - State shall make payments to BOP on a monthly basis promptly after receipt of an appropriate invoice which shall contain a remittance address.

5. **OVERPAYMENT:** If it is determined that the State has overpaid BOP, all such overpaid amounts shall be repaid immediately.

6. **APPLICATION FOR TRANSFER:** A written application shall be submitted by the State to BOP requesting permission to transfer a State inmate to the care and custody of BOP. A separate application shall be submitted for each inmate proposed for transfer.

Each application for transfer shall include the following:

- a. Copies of all relevant documents which relate to the inmate's case history, physical and clinical record;
- b. Certified copies of all judicial and administrative rulings and orders relating to the inmate and the sentences pursuant to which confinement is to be had or continue; and
- c. Reason(s) for the requested transfer.

The BOP shall retain the discretion to reject any transfer application for any reason when the Director determines that such rejection would be in the best interest of the BOP.

- 
7. **DELIVERY OF INMATE:** Upon receipt of approval from the BOP, the State, at its own expense, shall deliver the inmate to be transferred at a location agreed upon by the parties.
8. **TRANSPORTATION COSTS:** All costs incident to the transfer of an inmate, as well as transportation costs related to the release of an inmate, shall be the responsibility of the State.
9. **TRANSFER OF INMATE FUNDS:** Funds belonging to a transferred inmate shall, upon written application by the inmate, be transmitted to the State Inmate Trust Fund.
10. **RESPONSIBILITY FOR CUSTODY:** It shall be the responsibility of BOP to provide for the custody, housing, safekeeping, and subsistence of sentenced inmates accepted from the State under the terms of this Agreement.
11. **MEDICAL SERVICES:** State inmates shall receive the same degree of medical care and attention regularly provided by BOP. The cost of any special or extraordinary medical services, including transportation, medication, equipment, and surgical or nursing care, shall be paid by the State. The BOP shall have sole discretion in determining the meaning of "special or extraordinary medical services."
- In the event of emergency, BOP shall proceed immediately with necessary medical treatment. In such event, BOP shall notify the State as soon as practicable regarding the nature of the transferred inmate's illness or injury, type of treatment provided, and the estimated cost thereof.
12. **DISCIPLINE:** In accordance with *Wolff v. McDonnell*, 94 S Ct. 2963, 418 US 539, 41 L.ED. 2d 935, BOP shall have physical control over, and power to exercise disciplinary authority upon, a transferred inmate. While in the custody of BOP, the inmate shall be subject to Federal laws, rules, and regulations not inconsistent with the sentence imposed. Nothing contained herein shall be construed to authorize or permit the imposition of a discipline prohibited by law.

13. **ESCAPE:** If a transferred inmate escapes, BOP shall promptly notify the State and shall thereafter have the primary responsibility and authority to direct the pursuit and retaking of such escaped inmate. BOP shall use all reasonable means to recapture the escaped inmate. All reasonable costs in connection therewith shall be borne by BOP.

14. **DEATH OF INMATE:** In the event of the death of a transferred inmate, BOP shall immediately notify the State of the death, furnish information as requested, and follow appropriate instructions with regard to the disposition of the body.

The body shall not be released except upon written order of the State. All expenses relative to the necessary preparation and disposition of the body, as well as the duty to notify the nearest relative of the deceased inmate, will be the responsibility of the State.

The provisions of this paragraph shall govern only the contractual relationship between BOP and the State, and shall not affect the responsibility of relatives or other persons for the disposition of the deceased and for expenses connected therewith.

15. **INTER-INSTITUTIONAL TRANSFERS:** BOP may relocate a State inmate from one detention facility under its control to another whenever it seems such action is appropriate. Notice of such transfer shall immediately be sent to the State. All costs associated with any inter-institutional transfers of a State inmate because of medical or discipline reasons shall be paid by the State.

16. **RETAKE OF INMATES UPON RELEASE:** Upon the lawful termination of an inmate's commitment, the State shall accept delivery of the inmate at its own expense. However, by agreement between the parties and the inmate, such inmate may be discharged, conditionally or otherwise, at a mutually agreed upon location.

Upon 30 days advance notice, the BOP, at its sole discretion, may return an inmate to the State.

17. **GRATUITIES AND EXPENSES UPON RELEASE:** Clothing and supply gratuities attendant to the release of a State inmate shall be at the expense of the State.

18. **TERMINATION:** This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Within a reasonable time of the giving or receipt of such notice,

the State shall retake custody of all inmates transferred to BOP under this Agreement.

19. **MODIFICATION:** This Agreement may be modified or amended in writing by mutual consent of the parties.

20. **OTHER CONTRACTS UNAFFECTED:** Nothing contained in this Agreement shall be construed to abrogate, impair, alter, or amend any agreement or contract now in effect between the parties relating to the confinement and care of State or Federal inmates.

21. **MAILING ADDRESSES:** All notices, reports, applications, and correspondence to the respective parties to this Agreement shall be sent to the following:

Secretary  
Louisiana Department of Public Safety  
and Corrections, Corrections Services  
P.O. Box 94304 Capitol Station  
Baton Rouge, Louisiana 70804-9304  
PHONE: (504) 342-6741  
FAX: (504) 342-3095

Federal Bureau of Prisons  
Procurement and Property Branch  
320 First Street, NW. - 5006  
Washington, D. C. 20534  
Attn: Property Management  
PHONE: (202) 307-2068  
FAX: (202) 307-5755

**IN WITNESS WHEREOF,** the undersigned duly authorized officers have subscribed their names on behalf of the State of Louisiana and the Federal Bureau of Prisons:

State of Louisiana  
Department of Public Safety  
and Corrections, Corrections  
Services

Federal Bureau of Prisons

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief  
Procurement and Property  
Branch

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



---

**VI. AGENCY INTERFACE**

a. The following individuals are responsible for coordinating the implementation of this Agreement within their respective organizations. Copies of this document and pertinent correspondence, changes, or other transactions pertaining to this Agreement shall be furnished to these individuals:

1. Louisiana National Guard  
Commander 225th Engineer Group  
718 E. ST.CP Beauregard  
Pineville, LA 71360-3737  
PH #: 318-640-2080 ext. 249  
FAX: 318-641-3342
  
2. Federal Bureau of Prisons  
P.O. Box 5050  
East Whatley Road  
Oakdale, LA 71463  
PH #: 318-335-4070 ext. 161  
FAX: 318-335-1924

b. Principals identified above may delegate the functions of administration and coordination of this agreement. Negotiation of modification to this Agreement is reserved to the principals identified in paragraph VI above.

**VII. FUNDING**

Funds will be obligated when this Agreement is fully executed. BOP obligation under the terms of this Agreement will not exceed \$1,848.00. The total was arrived at in the following manner:

Four barracks at \$42.00 per barrack per day for six days (\$1,008.00) & Linen is \$4.00 per person (210 participants x \$4.00 = \$840.00).

**VIII. BILLING AND PAYMENT**

Billing for reimbursement will contain a detailed list indicating cost for barracks, linen & unique cost for supplies.

- a. Bills will reference Intergovernmental Agreement 545-6.
- b. Address for billable office:

Federal Bureau of Prisons  
Controller  
P.O. Box 5050  
Oakdale, LA 71463

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**IX. ANTI-DEFICIENCY ACT**

Nothing contained herein shall be construed to obligate the Federal Bureau of Prisons to any expenditure or obligation of funds in excess or in advance of appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C., Section 1341, as amended.

**X. BOP RESPONSIBILITIES**

a. Staff shall conduct themselves in accordance with rules and regulations of Camp Beauregard.

b. Provide a single point of contact to serve as BOP Technical Representative.

c. Provide a forecast of anticipated number of participants for the supply of linen.

d. Provide modifications to the Agreement as required.

**XI. LNG RESPONSIBILITIES**

a. Provide a single point of contact to serve as LNG Representative.

b. Provide barracks and linen for SORT participants.

c. Provide use of leadership response course.

d. Provide other services as required and accepted between LNG and BOP.

ACCEPTED  
U.S. DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF PRISONS

ACCEPTED  
LOUISIANA NATIONAL GUARD  
CAMP BEAUREGARD

By: \_\_\_\_\_  
\* Regional Director

By: \_\_\_\_\_  
Commander,  
225th Engineer Group \*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED  
LOUISIANA NATIONAL GUARD  
STATE OF LOUISIANA

By: \_\_\_\_\_  
COL, GS, LAARNG  
Director,  
Facilities Engineering





industrial activity operated by the servicing agency.

I hereby determine this action is in the Government's interest to do so.

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Name: Chief,

Branch: Procurement and Property

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Name: Assistant Administrator

Branch: Correctional Services Branch  
(Program Representative)

**PART 19**

**SMALL BUSINESS PROGRAMS**

**TABLE OF CONTENTS**

**SUBPART 19.7 - SUBCONTRACTING WITH SMALL BUSINESS, SMALL  
DISADVANTAGED BUSINESS, AND SMALL WOMEN  
OWNED BUSINESS CONCERNS**

19.704 Subcontracting Plan Requirements

**PART 19 - SMALL BUSINESS PROGRAMS**

**SUBPART 19.7 - SUBCONTRACTING WITH SMALL BUSINESS, SMALL  
DISADVANTAGED BUSINESS, AND SMALL WOMEN  
OWNED BUSINESS CONCERNS**

19.704 - Subcontracting Plan Requirements

(a) Subcontracting Report for Individual Contracts (SF-294)  
Attachment 19-A of the Procurement TRM shall be submitted as  
specified in the BPAP.

(b) Summary Subcontract Report (SF-295) Attachment 19-B of  
the Procurement TRM shall be submitted as specified in the BPAP.

<b>SUBCONTRACT REPORT FOR INDIVIDUAL CONTRACTS</b> (See instructions on reverse)	OMB No.: 9000-0006 Expire: 04/30/2001
---	--

Public reporting burden for this collection of information is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

1. CORPORATION, COMPANY OR SUBDIVISION COVERED			3. DATE SUBMITTED	
a. COMPANY NAME			4. REPORTING PERIOD FROM INCEPTION OF CONTRACT THRU: ___ MAR 31      ___ SEP 30      YEAR	
b. STREET ADDRESS				
c. CITY	d. STATE	e. ZIP CODE	5. TYPE OF REPORT  ___ REGULAR    ___ FINAL    ___ REVISED	
2. CONTRACTOR IDENTIFICATION NUMBER				

6. ADMINISTERING ACTIVITY (Please check applicable box)

<input type="checkbox"/> ARMY	<input type="checkbox"/> GSA	<input type="checkbox"/> NASA
<input type="checkbox"/> NAVY	<input type="checkbox"/> DOE	<input type="checkbox"/> OTHER FEDERAL AGENCY (Specify)
<input type="checkbox"/> AIR FORCE	<input type="checkbox"/> DEFENSE LOGISTICS AGENCY	

7. REPORT SUBMITTED AS (Checked one and provide appropriate number)	8. AGENCY OR CONTRACTOR AWARDDING CONTRACT			
<input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUBCONTRACTOR	PRIME CONTRACTOR NUMBER	a. AGENCY'S OR CONTRACTOR'S NAME		
	SUBCONTRACT NUMBER	b. STREET ADDRESS		
9. DOLLARS AND PERCENTAGES IN THE FOLLOWING BLOCKS: <input type="checkbox"/> DO INCLUDE INDIRECT COSTS <input type="checkbox"/> DO NOT INCLUDE INDIRECT COST		c. CITY	d. STATE	e. ZIP CODE

SUBCONTRACT AWARDS

TYPE	CURRENT GOAL		ACTUAL CUMULATIVE	
	WHOLE DOLLARS	PERCENT	WHOLE DOLLARS	PERCENT
10a. SMALL BUSINESS CONCERNS (Include SDB, WOSB, HBCU/MI, HUBZone SB) (Dollar Amount and Percent of 10c.)				
10b. LARGE BUSINESS CONCERNS (Dollar Amount and Percent of 10c.)				
10c. TOTAL (Sum of 10a and 10b.)		100.0%		100.0%
11. SMALL DISADVANTAGED (SDB) CONCERNS (Include HBCU/MI) (Dollar Amount and Percent of 10c.)				
12. WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERNS (Dollar Amount and Percent of 10c.)				
13. HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (HBCU) AND MINORITY INSTITUTIONS (MI) (if applicable) (Dollar Amount and Percent of 10c.)				
14. HUBZONE SMALL BUSINESS (HUBZone SB) CONCERNS (Dollar Amount and Percent of 10c.)				

15. REMARKS  
 Re: 10a. Small Business Concerns (actual cumulative) - No. of Subcontracts \_\_\_\_\_  
 Re: 10c. Total (Sum of 10a and 10b.) (actual cumulative) - No. of Subcontracts \_\_\_\_\_  
 Re: 11. S/D/B concerns (actual cumulative) - Number of Subcontracts \_\_\_\_\_  
 Re: 12. W/O/S/B concerns (actual cumulative) - Number of Subcontracts \_\_\_\_\_  
 Re: 13. HBCU and Minority Institution (actual cumulative) - No. of Subcontracts \_\_\_\_\_  
 Re: 14. HUBZone SB concerns (actual cumulative) - No. of Subcontracts \_\_\_\_\_

16a. NAME OF INDIVIDUAL ADMINISTERING SUBCONTRACTING PLAN	16b. TELEPHONE NUMBER	
	AREA CODE	NUMBER



**SUMMARY SUBCONTRACT REPORT**  
(See instructions on reverse)

OMB No.: 9000-0007  
Expire: 06/30/2000

Public reporting burden for this collection of information is estimated to average 13 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

1. CORPORATION, COMPANY OR SUBDIVISION COVERED			3. DATE SUBMITTED	
a. COMPANY NAME			4. REPORTING PERIOD <input type="checkbox"/> OCT 1 - <input type="checkbox"/> OCT 1 - <input type="checkbox"/> MAR 31 <input type="checkbox"/> SEP 30      YEAR	
b. STREET ADDRESS				
c. CITY	d. STATE	e. ZIP CODE	5. TYPE OF REPORT	
2. CONTRACTOR IDENTIFICATION NUMBER			<input type="checkbox"/> REGULAR <input type="checkbox"/> FINAL <input type="checkbox"/> REVISED	

6. ADMINISTERING ACTIVITY (Please check applicable box)

ARMY                                       DEFENSE LOGISTICS AGENCY                       DOE  
 NAVY                                          NASA     OTHER FEDERAL AGENCY (Specify)  
 AIR FORCE                                     GSA

7. REPORT SUBMITTED AS (Checked one)

PRIME CONTRACTOR     BOTH  
 SUBCONTRACTOR

8. TYPE OF PLAN

INDIVIDUAL                                       COMMERCIAL  
 IF PLAN IS A COMMERCIAL PLAN, SPECIFY THE PERCENTAGE OF THE DOLLARS ON THIS REPORT ATTRIBUTE TO THIS AGENCY.

9. CONTRACTOR'S MAJOR PRODUCTS OR SERVICE LINES

a		c	
b		d	

CUMULATIVE FISCAL YEAR SUBCONTRACT AWARDS  
(Report cumulative figures for reporting period in Block 4)

TYPE	WHOLE DOLLARS	PERCENT (To nearest tenth of a %)
10a. SMALL BUSINESS CONCERNS (Include SDB, WOSB, HBCU/MI, HUBZone SB) (Dollar Amount and Percent of 10c.)		
10b. LARGE BUSINESS CONCERNS (Dollar Amount and Percent of 10c.)		
10c. TOTAL (Sum of 10a and 10b.)		100.0%
11. SMALL DISADVANTAGED (SDB) CONCERNS (Include HBCU/MI) (Dollar Amount and Percent of 10c.)		
12. WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERNS (Dollar Amount and Percent of 10c.)		
13. HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (HBCU) AND MINORITY INSTITUTIONS (MI) (if applicable) (Dollar Amount and Percent of 10c.)		
14. HUBZONE SMALL BUSINESS (HUBZone SB) CONCERNS (Dollar Amount and Percent of 10c.)		
15. REMARKS Re: 10a. Small Business Concerns - No. of Subcontracts _____ Re: 10c. Total (Sum of 10a and 10b.) - No. of Subcontracts _____ Re: 11. S/D/B concerns - No. of Subcontracts _____ Re: 12. W/O/S/B concerns - No. of Subcontracts _____ Re: 13. HBCU and Minority Institution - No. of Subcontracts _____ Re: 14. HUBZone SB concerns - No. of Subcontracts _____		

16. CONTRACTOR'S OFFICIAL WHO ADMINISTERS SUBCONTRACTING PROGRAM

a. NAME	b. TITLE	c. TELEPHONE NUMBER	
		AREA CODE	NUMBER

17. CHIEF EXECUTIVE OFFICER

a. NAME	c. SIGNATURE
b. TITLE	d. DATE

## GENERAL INSTRUCTIONS

1. This report is not required from small businesses.
2. This form collects subcontract award data from prime contractors/subcontractors that: (a) hold one or more contracts over \$500,000 (over \$1,000,000 for construction of a public facility); and (b) are required to report subcontracts awarded to Small Business (SB), Small Disadvantaged Business (SDB), Woman-Owned Small Business (WOSB), and HUBZone Small business (HUBZone SB) concerns under a subcontracting plan. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, this form also collects subcontract award data for Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs).
3. This report must be submitted semi-annually (for the six months ended March 31st and the twelve months ended September 30th) for contracts with civilian agencies, except for contracts covered by an approved Commercial Products Plan (see special instructions in right-hand column). Reports are due 30 days after the close of each reporting period.
4. This report may be submitted on a corporate, company, or subdivision (e.g., plant or division operating on a separate profit center) basis, unless otherwise directed by the agency awarding the contract.
5. If a prime contractor/subcontractor is performing work for more than one Federal agency, a separate report shall be submitted to each agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$500,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. (Note that DOD is considered to be a single agency; see next instruction.)
6. For DOD, a consolidated report should be submitted for all contracts awarded by military departments/agencies and/or awarded by DOD prime contractors. However, DOD contractors involved in construction and related maintenance and repair must submit a separate report for each DOD component.
7. Only subcontracts involving performance within the U.S., its possessions, Puerto Rico, and the Trust Territory of the Pacific Islands should be included in this report.
8. Purchases from a corporation, company, or subdivision that is an affiliate of the prime/subcontractor are not included in this report.
9. Subcontract award data reported on this form by prime contractors/subcontractors shall be limited to awards made to their immediate subcontractors. Credit cannot be taken for awards made to lower tier subcontractors.
10. See special instructions in right-hand column for Commercial Plans.

## SPECIFIC INSTRUCTIONS

- BLOCK 2:** For the Contractor Identification Number, enter the nine-digit Date Universal Numbering System (DUNS) number that identifies the specific contractor establishment. If there are no DUNS number available that identifies the exact name and address entered in Block 1, contact Dun and Bradstreet Information Services at 1-800-333-0505 to get one free of charge over the telephone. Be prepared to provide the following information: (1) Company name; (2) Company address; (3) Company telephone number; (4) Line of business; (5) Chief executive officer/key manager; (6) Date the company was started; (7) Number of people employed by the company; and (8) Company affiliation.
- BLOCK 4:** Check only one. Note that March 31 represents the six months from October 1st and that September 30<sup>th</sup> represents the twelve months from October 1st. Enter the year of the reporting period.
- BLOCK 5:** Check whether this report is a "Regular," "Final," and/or "Revised" report. A "Final" report should be checked only if the contractor has completed all the contracts containing subcontracting plans awarded by the agency to which it is reporting. A "Revised" report is a change to a report previously submitted for the same period.
- BLOCK 6:** Identify the department or agency administering the majority of subcontracting plans.
- BLOCK 7:** This report encompasses all contracts with the agency to which it is submitted, including subcontracts received from other large businesses that have contracts with the same agency. Indicate in this block whether the contractor is a prime contractor, subcontractor, or both (check only one.)
- BLOCK 8:** Check only one. Check "Commercial Products Plan" only if this report is under an approved Commercial Plan. For a Commercial Products Plan, the contractor must specify the percentage of dollars in Blocks 10a through 14 due 30 days after the close of each reporting period attributable to the agency to which this report is being submitted.
- BLOCK 9:** Identify the major products or service lines of the reporting organization.
- BLOCKS 10a through 14:** These entries should include all subcontract awards resulting from contracts or subcontracts, regardless of dollar amount, received from the agency to which this report is submitted. If reporting as a subcontractors, report all subcontracts awarded under prime contracts. Amounts should include both direct awards and an appropriate prorated portion of indirect awards.

(The indirect portion is based on the percentage of work being performed for the organization to which the report is being submitted in relation to other work being performed by the prime contractor/subcontractor.) Do not include awards made in support of commercial business unless "Commercial" is checked in Block 8 (see Special Instructions for Commercial products Plans in right hand column).

Report only those dollars subcontracted this fiscal year for the period indicated in Block 4.

**BLOCK 10a:** Report all subcontracts awarded to SBs including subcontracts to SDBs and WOSBs, and HUBZone SBs. For DOD, NASA, and Coast Guard contracts, include subcontracting awards to HBCUs and MIs.

**BLOCK 10b:** Report all subcontracts awarded to large businesses (Lbs).

**BLOCK 10c:** Report on this line the grand total of all subcontracts (total sum of lines 10a and 10b).

**BLOCKS 11 and 14:** Each of these items is a subcategory of 10a. Note that in some cases the same dollars may be reported in more than one block (e.g., SDBs owned by woman); likewise subcontracts to HBCUs or MIs should be reported on both Block 11 and 13.

**BLOCK 11:** Report all subcontracts awarded to SDBs (including women-owned and HUBZone SB SDBs). For DOD, NASA, and Coast Guard contracts, include subcontractors awards to HBCUs and MIs.

**BLOCK 12:** Report all subcontracts awarded to Women-Owned Small Business firms (including SDBs and HUBZone Sbs owned by women).

**BLOCK 13:** (For contracts with DOD, NASA, and Coast Guard): Enter the dollar value of all subcontracts with HBCUs/MIs.

**BLOCK 14:** Report all subcontractors awarded to HUBZone Sbs (including women-owned and SDB HUBZone Sbs).

## SPECIAL INSTRUCTIONS FOR COMMERCIAL PRODUCTS PLANS

1. This report is due on October 30th each year for the previous fiscal year ended September 30th.
2. The annual report submitted by reporting organization that have an approved company-wide annual subcontracting plan for commercial items shall include all subcontracting activity under commercial products plans in effect during the year and shall be submitted in addition to the required reports for other-than-commercial products, if any.
3. Enter in Blocks 10a through 14 the total of all subcontract awards under the contractor's Commercial Plan. Show in Block 8 the percentage of this total that is attributable to the agency to which this report is being submitted. This report must be submitted to each agency from which contracts for commercial items covered by an approved Commercial Products were received.

## DEFINITIONS

1. Commercial item means a product or service that satisfies the definition of commercial item in Section 2.101 of the Federal Acquisition Regulation.
  2. Commercial plan means a subcontracting plan, including goals, that covers the offer's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plan, or product line).
  3. Subcontract means a contract, purchase order, amendment, or other legal obligation executed by the prime contractor/subcontractor calling for supplies or services required for the performance of the original contract or subcontract.
- Direct Subcontract Awards are those that are identified with the performance of one or more specific Government contract(s).
- 4
5. Indirect Subcontract Awards are those which, because of incurrence for common or joint purposes, are not with specific Government contracts; these awards are related to Government contract performance but remain for allocation after direct awards have been determined and identified to specific Government contracts.

## SUBMITTAL ADDRESSES FOR ORIGINAL REPORT

For DOD Contractors, send reports to the cognizant administration office as stated in the contract.

For Civilian Agency Contractors, send reports to awarding agency:

1. NASA: Forward reports to NASA, Office of Procurement (HC), Washington, DC 20546.
2. OTHER FEDERAL DEPARTMENTS OR AGENCIES: Forward report to the OSD/DBU Director unless otherwise provided for in instructions by the Department of Agency.

## FOR ALL CONTRACTORS:

SMALL BUSINESS ADMINISTRATION (SBA): Send "info copy" to the cognizant Commercial Market Representative (CMR) at the address provided by SBA. Call SBA Headquarters in Washington, DC at (202) 205-6475 for correct address if unknown.

\*

**PART 32**

**CONTRACT FINANCING**

**TABLE OF CONTENTS**

**SUBPART 32.102 - Description of Contract Financing Methods**

32.102-70 - Payments Under Construction Contracts

\*

\*

**PART 32 - Contract Financing****Subpart 32.102 - Description of Contract Financing Methods****32.102-70 - Payments Under Construction Contracts**

When payment request (pencil draft) is received from the Contractor, the Contracting Officer must break-out and subtotal various areas by building or division. The Contracting Officer shall note who the reviewers were (Construction Management Firm, Electrical, Mechanical, etc.). When final payment request is submitted, the Contracting Officer must review the draft payment to ensure any changes were incorporated into the final payment.

The Contracting Officer must maintain the pencil draft of each pay application from the Contractor to include a memorandum to the file that it has been reviewed for accuracy, corrections and reconcile with the final payment.

**Note: Final payment shall be approved in accordance with the Facilities Operations Manual.**

\*

\*

**PART 36**

**CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS**

**TABLE OF CONTENTS**

**SUBPART 36.5 CONTRACT CLAUSES**

36.515 Schedules for Construction Contracts

\*

\*

**Part 36 - Construction and Architect-Engineer Contracts****Subpart 36.5 Contract Clauses****36.515 - Schedules for Construction Contracts**

The Contracting Officer must ensure and document the file that a realistic period of performance is incorporated in solicitations for construction contracts. In support of the Contracting Officer's determination, the Cost Center Manager must provide the Contracting Officer with adequate supporting documentation. The Cost Center Manager may utilize sources such as A/E or CMF to assist in evaluating the contract performance period. Documentation to reflect recommendations for changes and/or extensions and acceptance (rejection) of those recommendations should also be included in the pre-award file. \*

**PART 37**

**SERVICE CONTRACTING**

**TABLE OF CONTENTS**

**SUBPART 37.1 - SERVICE CONTRACTS - GENERAL**

37.102 - Policy

**PART 37 - SERVICE CONTRACTING**

**SUBPART 37. - SERVICE CONTRACTS - GENERAL**

**37.102 - POLICY**

As specified in the BPAP, Cost Center Managers will provide a written evaluation of the services provided and the performance of the Contractor utilizing Attachment 37-A of the Procurement TRM.





<p>8. Contractor Key Personnel</p> <p>Project Manager Name _____ Employment Dates _____</p> <p style="padding-left: 100px;">Title _____</p> <p>Comments/Rating _____</p> <p>Name _____ Employment Dates _____</p> <p style="padding-left: 100px;">Title _____</p> <p>Comments/Rating _____</p>			
<p>9. Would you select this firm again? Please explain.</p>			
<p>10. Contracting Officer's Technical Representative Name</p>		<p>Signature</p>	
<p>Phone/Fax/Internet Address</p>		<p>Date</p>	
<p>11. Contractor's Review. Were comments, rebuttals, or additional information provided? [ ] No [ ] Yes. Please attach comments.</p>			
<p>12. Contractor Name</p>		<p>Signature</p>	
<p>Phone/Fax/Internet Address</p>		<p>Date</p>	
<p>13. Agency Review. Were contractor comments reviewed at a level above the contracting officer? [ ]No [ ]Yes. Please attach _____ comments. Number of pages _____</p>			
<p>14. Final Ratings. Re-assess the Block 7 ratings based on contractor comments and agency review. Revise block 7 rating, if _____ appropriate.</p>			
<p>Quality _____</p>	<p>Timeliness of Deliveries/ Performance _____</p>	<p>Business Relationship _____ _____</p>	<p>Customer Satisfaction CA _____ Team _____ End User _____</p>
<p>Mean Score (add the rating above and divide by number of areas rated)</p>			
<p>15. Contracting Officer Name</p>		<p>Signature</p>	
<p>Phone/Fax/Internet Address</p>		<p>Date</p>	





**PART 39**

**ACQUISITION OF INFORMATION TECHNOLOGY**

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**SUBPART 39.0 - ACQUISITION OF FIP RESOURCES**

39.002-70          Delegations of Procurement Authority

\* **PART 39 - ACQUISITION OF INFORMATION TECHNOLOGY**

**SUBPART 39.0 - ACQUISITION OF INFORMATION TECHNOLOGY RESOURCES**

**39.002-70 - Delegations of Procurement Authority**

As specified in BPAP 39.002-70(b) under Information Technology Resources Acquisition Procedures, a Requirements Analysis (Attachment 39-A) is required for Information Technology Resource actions of \$25,000 or more. \*

\*

**REQUIREMENTS ANALYSIS**

\*

**Information Needs**

Information needs shall be determined by considering:

(a) Need to provide information to and obtain information from the public and other agencies.

(b) Available sources of information.

(c) Information format, media, quantity, integrity, security and timeliness requirements.

(d) Essential records and information required to support current and future program and mission needs.

(e) Agency records retention and disposition requirements and the need to assure archival acceptability of permanent or long-term records.

(f) The integration of electronic records with other agency records.

(g) Existing or planned intra or interagency inter-operability requirements.

**System Life**

A system life shall be established as part of the requirements analysis.

**Description of Requirements**

(a) Base requirements on mission needs expressed in the form of opportunities for increased economy and efficiency, new or changed program requirements, or deficiencies in existing capabilities.

(b) Describe requirements in terms of functions to be performed and performance to be achieved, unless a more restrictive statement of requirements is necessary to satisfy the needs of the agency.

\*

(c) Describe requirements in a manner that will attain full and open competition unless other than full and open competition is justified in accordance with FAR, Part 6.3.

\*

(d) Document in the requirements analysis the qualitative requirements that must be met and why those requirements are necessary to meet the mission needs.

(e) Consider aggregating requirements on organizational or functional bases and conducting a requirements analysis on the basis of the aggregated requirements.

#### **Compatibility-limited Requirements**

(a) Establish compatibility-limited requirements only to the extent necessary to satisfy the needs of the agency.

(b) Justify compatibility-limited requirements on the basis of at least one of the following:

(1) There are technical or operational requirements for compatibility when adding resources to, or replacing a portion of, an installed basis of resources, and it is determined that replacing additional portions of the installed base to avoid compatibility-limited requirements is not advantageous to the Government.

(2) It is determined that the risk and impact of a conversion failure on critical mission needs would be so great that acquiring non-compatible resources is not a feasible alternative.

#### **Justification for Specific Make and Model**

\* Justify a requirement that can only be met by specific make and model resources in accordance with FAR 6.302-1 and 11.104. \*

#### **Security Requirements**

(a) Identify security and privacy requirements.

(b) Identify security requirements necessary to protect classified and sensitive information by listing the potential threats and hazards, and describing the measures needed to provide protection.

(c) Identify physical and environmental security safeguards.

#### **Accessibility Requirements for Individuals with Disabilities**

(a) Provide equivalent access to electronic office equipment for individuals with disabilities to the extent both present and future needs for such access are determined.

(b) Provide telecommunications access to hearing and speech-impaired individuals to the extent both present and future needs for such access are identified. Telecommunications access for hearing and speech impaired individuals need to include education and training on the services and features of the **GSA** relay service.

- \* (c) Consider the guidance contained in FAR 39.101 on the subject of accessibility requirements for individuals with disabilities. \*

#### **Space and Environmental Requirements**

Consider space and environmental factors (e.g., cabling, electrical, air conditioning, etc.).

#### **Workload and Related Requirements**

At a minimum, document the following factors, as applicable:

(a) Projected processing, storage, data entry, communications, and support services workload requirements over the system life and how best to address workload uncertainties.

(b) Expandability requirements.

(c) A performance evaluation of currently installed resources.

(d) Contingency requirements for resources whose loss or failure would prevent performance of mission or have an adverse effect on the nation.

(e) Other requirements that must be met or constraints that must be considered.

#### **Records Management Requirements**

Include records management factors.