

CNICINST 4280.1B

22 Mar 2018

**NAVY INSTALLATIONS
COMMAND
CONTRACTUAL
SERVICES MANAGEMENT**



DEPARTMENT OF THE NAVY
COMMANDER NAVY INSTALLATIONS COMMAND
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CNIC INSTRUCTION 4280.1B

From: Commander, Navy Installations Command

Subj: NAVY INSTALLATIONS COMMAND CONTRACTUAL SERVICES
MANAGEMENT

Ref: See appendix A

1. Purpose. To provide policy and guidance to Headquarters (HQ) and Region staffs for the planning and execution of contract requirements across the Commander, Navy Installations Command (CNIC) enterprise. CNIC directs adherence with this instruction and the requirements contained therein as the standards for planning contract requirements, adjudicating priorities and managing contracts across the CNIC enterprise. This instruction codifies the guidance and direction set forth in references (a) through (ad). This instruction also ensures Contracting Officer Representatives (COR) are qualified, competent and certified.
2. Cancellation. CNICINST 4280.1A, CNICINST 4280.2 and CNICINST 4240.1A.
3. Scope and Applicability. This instruction applies to CNIC Headquarters and Regions.
4. Records Management. Records created as a result of this instruction regardless of media and format, will be managed, per Secretary of the Navy Manual 5210.1 of January 2012.
5. Review and Effective Date. Per OPNAVINST 5215.17A, CNIC (N5) will review this instruction annually on the anniversary of its effective date to ensure applicability, currency, consistency with Federal, DoD, SECNAV and Navy policy and statutory authority using OPNAV 5215/40 Review of Instruction. This instruction will automatically expire 5 years after effective date unless reissued or canceled prior to the 5-year anniversary date or an extension has been granted.


C. S. GRAY
Chief of Staff

Releasability and distribution:

This instruction is cleared for public release and is available electronically only via Gateway 2.0 web site, <https://g2.cnic.navy.mil/CC/Documents/Forms/Directives%20Only.aspx>

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CHAPTER 1
INTRODUCTION

1. Purpose. This instruction provides guidance on preparing Contract Requirement Packages (CRP) throughout the CNIC enterprise and includes links to key acquisition policy and procedures documents, as well as acquisition-related examples and templates.

2. Scope, Applicability and Approval Limits. This instruction is applicable to all CNIC procurements executed through the CNIC CSMO process using the CSMO Information System (CAMO IS) and approved by the Contract Requirements Review Board (CRRB). This instruction is not applicable to Government Purchase Card Acquisitions below the Micro-Purchase Threshold or Nonappropriated Fund (NAF) contract requirements. This instruction applies to all CNIC activities engaged in the preparation of CNIC CAMO IS CRPs and the administration of CNIC contracts. As depicted in figure 1-1, CSMO provides contract acquisition management, oversight and coordination across the Enterprise, including review of all contract actions to identify opportunities for strategic sourcing and other efficiencies. In order to ensure continuity across the CNIC enterprise, in instances where this instruction appears to conflict with existing statutes, regulations or directives, the CNIC activity must seek clarification and guidance for the CNIC HQ CSMO.

a. CSMO responsibilities:

- (1) Serve as the liaison between CNIC, the Regions and all contracting authorities.
- (2) Provide analysis to support best value acquisition solutions and align contractor support with CNIC or Region mission-centric goals.
- (3) Identify opportunities for strategic sourcing and other potential efficiencies throughout the CNIC Enterprise.
- (4) Manage the cadre of CORs.
- (5) Maintain overall responsibility for operation and maintenance of the CAMO IS database.

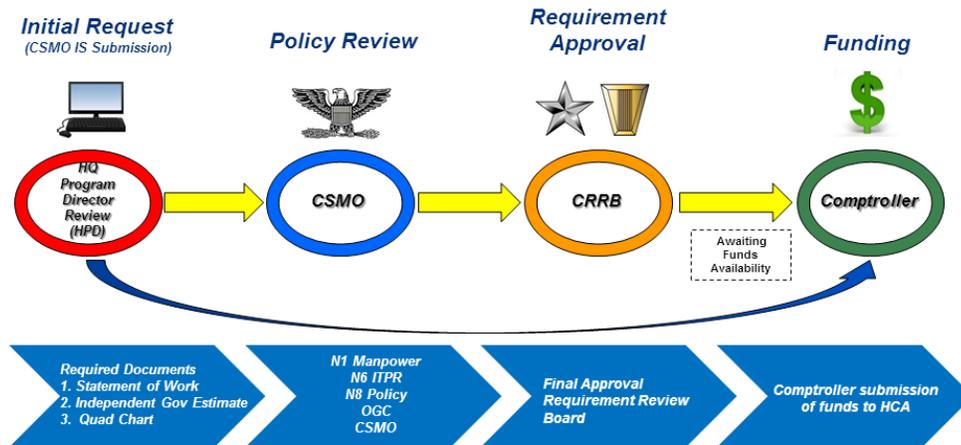


Figure 1-1, CSMO Overview

b. Approval Limits. Contracting Action Request Approval Limits are illustrated in Figure 1-2, for both single and cumulative contract acquisitions.

CUMULATIVE APPROVAL LIMIT	APPROVAL AUTHORITY
\$1,000,000 and above	CRRB Chair
Current Simplified Acquisition Threshold (SAT) through \$999,999	CRRB
\$0 through Current SAT	CSMO

Figure 1-2, Approval Limits

3. References. Appendix (A) provides a list of instructions, notices and other documents intended to implement federal procurement regulations, policies and procedures and does not replace or supersede such guidance. Appendix (B) of this instruction provides a list of online resources intended to provide useful data and educational information. The CNIC CSMO will endeavor to keep this instruction up-to-date, but more restrictive current law and policy will always take precedence over the contents of this instruction.

4. CSMO and CRRB. Declining budgets, auditability mandates and manpower reductions have compelled the Navy to employ a process that ensures full accountability, transparency, maximizes buying power, ensures proper stewardship of tax dollars and eliminate fraud and abuse. Therefore, Navy Shore Leaders at all echelons need to know how and why their materials and services are being procured, that each of their contract actions are being executed properly and that CORs and Technical Points of Contact (TPOCs) are exercising proper oversight and are held accountable. To address these issues, the CNIC CSMO process is a requirements development and review process informed by current mission needs, cost analysis and market research. Via CAMO IS, the CRRB reviews, validates, prioritizes and approves all CNIC

contract requirements to accurately inform the budget and acquisition processes, thus increasing accountability through a focus on establishing a bona-fide need for each contractual service or material prior to submission of a contract.

CHAPTER 2
PROCUREMENT ETHICS

1. Responsibility. Federal employees hold positions of public trust and all their actions are expected to reflect their loyalty to the Constitution, laws and ethical principles above private gain. Employees fulfill that public trust by adhering to general principles of ethical conduct as well as specific ethical standards.

2. Procurement Integrity. Reference (a) establishes clear standards of conduct. Specific standards apply to the procurement process and the manner in which federal and contractor personnel conduct business with each other. Specific guidance on procurement integrity is provided within reference (b) Subpart 3.104. Three key over-arching principles mandate that procurement officials act impartially; must not have financial interests that conflict with official duties; and may not use “inside information” to further any private interest.

a. Ethics References. References (c) and (d) reiterate the necessity for ethical behavior, to include all acquisition activities. Ethical conduct and integrity are the CNIC bedrock principles. All personnel at every level, not just those involved in managing contracts, must work to ensure integrity and eliminate both actual and perceived unethical behavior. All decisions and actions must be guided by the standards of conduct when managing acquisitions, developing requirements and overseeing the financial aspects of contracts. Further information is available on the CNIC Standards of Conduct (Ethics) web site and CNIC Force Judge Advocate (FJA) shared documents. Contact the CNIC FJA or the Office of General Counsel for procuring ethics questions.

b. Procurement Official. For the purpose of CNIC procurements and per reference (b) Subpart 3.104-3, an individual is considered a procurement official if they have access to procurement sensitive information or participate in any way in the following activities:

(1) Determination of requirements for procurement.

(2) Development of a strategy for the procurement.

(3) Preparation, review or approval of a Contract Performance Statement (i.e. Performance Work Statement (PWS), Statement of Work (SOW), Statement of Objectives (SOO) or task statement).

(4) Development of an Independent Government Cost Estimate (IGCE).

(5) Development of evaluation criteria.

(6) Selection of evaluation team members.

(7) Evaluation of bids or proposals.

(8) Negotiations to establish contract price, terms, conditions or modifications.

(9) Review or approval of the award or modification.

c. Non-Disclosure of Procurement Information. Safeguarding procurement information is critical to maintaining government procurement integrity. Per reference (b) Subpart 3.104-4 and reference (e), procurement officials will not, other than prescribed by law, knowingly disclose contractor bid or proposal information or source selection information, before award of a contract to which the information relates. Contractor bid or proposal information includes:

(1) Cost or pricing data.

(2) Proprietary information.

(3) Any material submitted by an offeror for purposes of evaluation under a solicitation that is marked proprietary, sensitive or confidential.

d. Source Selection Information. Source selection information is information prepared for use by a federal agency for the purpose of evaluating a bid or proposal. Source selection information includes:

(1) Source selection plans.

(2) Technical evaluation plans.

(3) Reports or evaluations of source selection panels, boards or advisory councils.

(4) Rankings of bids, proposals or competitors.

(5) Cost or pricing data.

e. Contractor Gratuities to Government Personnel. Per reference (b) Subpart 3.101-2, no government employee may solicit or accept, directly or indirectly, any gratuity, gift, favor, entertainment, loan or anything of monetary value from anyone who has or is seeking to obtain government business with the employee's agency. Likewise reference (b) Subpart 3.204 states that contracts may be terminated and contractors debarred, suspended or fined if it is determined that a contractor:

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the government.

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

3. Inherently Governmental and Critical Functions. Reference (b) Subpart 37.102 directs that “Agencies shall not award a contract for the performance of an inherently governmental function.” “Inherently governmental function” means a function requiring the exercise of discretion that is so intimately related to the public interest as to require performance by federal government employees. Current regulatory requirements and examples are contained in reference (b) Subpart 7.5.

4. Prohibition Against Personal Services. Personal services contracts circumvent civil service hiring laws and are prohibited. This is true because they may give rise to de facto employer-employee relationships between civil servants and contractor personnel, thereby creating the potential for employment claims against the Navy. Further, an agency may not use contract or grantee support to circumvent the intent of a Federal Civilian Hiring Freeze.

a. Definition. Personal services are characterized by creation of an employer-employee relationship between the Government and the contractor personnel. Reference (b) Subpart 37.104(a) states that obtaining personal services by contract, rather than by direct hire under competitive appointment, circumvents the civil service laws and the de facto employer-employee relationship may give rise to employment-related claims against the Agency.

b. Oversight. Since continual oversight is required to ensure that an employer-employee relationship is not created, the requesting Program Manager or another official responsible, are required to provide a certification of non-personal services per reference (r) Subpart 237.503 and reference (u) Subpart 237.503.

5. Use of Appropriated Funds. Under reference (f), appropriated funds are available only for the objects for which the appropriations were made. Congress cannot and does not specify every item of expenditure in DoD appropriation acts. Thus, under the “necessary expense rule,” appropriations made for particular objects, by implication, confer authority to incur expenses that are reasonably necessary or incident to the proper execution of those objects. The CNIC Comptroller (N8) has published guidance on what constitutes proper use of CNIC funds at the CNIC (N80) Fiscal Policy and Performance Management Gateway.

CHAPTER 3
ACQUISITION PLANNING

1. Purpose. Proper planning and documentation is crucial to effective acquisition actions. The success of any acquisition is directly related to the time and effort expended completing acquisition planning tasks. The acquisition planning process begins as soon as a need is identified and involves a general consideration of all the elements that will be required in connection with a particular acquisition. Planning is the most effective method of preventing or resolving potential problems. Early in the acquisition planning process, program personnel should seek assistance and begin coordination with CSMO. Additional resources include:

a. Assistant Secretary of the Navy for Research, Development and Acquisition (ASN (RDA)) – Acquisition One Source. ASN (RDA) Acquisition One Source supports the broad Defense Acquisition Workforce Improvement Act (DAWIA) workforce, other government and industry) with the authoritative information and support they may need.

b. Department of the Navy (DON) Acquisition Planning Guide (APG). The DON APG provides acquisition planning guidance and procedures for the Program Manager (PM) and other personnel assigned to participate in the acquisition planning process and the development of the Acquisition Plan (AP).

c. Acquisition Requirements Roadmap Tool (ARRT) Suite. ARRT is a collection of tools useful for building strategic elements of acquisition documents, including Contract Performance Statements, Quality Assurance Surveillance Plans (QASP) and Performance Requirement Summaries (PRS). ARRT generates work products in Microsoft Word format for further editing and routing through the acquisition process.

2. Roles, Responsibilities and Authority. Several organizational participants play pivotal roles in the effective development, use, administration and management of CNIC acquisitions. These participants have both separate and mutual responsibilities during the acquisition process, forming partnerships essential to achieving contracting goals and objectives.

a. Acquisition Planning Personnel. Personnel directly involved in acquisition planning include the CRRB chair, CRRB members, CSMO personnel, N-Code or Special Assistant (SA) directors, N-Code or SA approvers, N-Code or SA requestors, Office of General Counsel (OGC) attorneys, Information Technology (N6) designated personnel, Financial Management (N8) personnel and Total Force Management (N1) designated personnel. These personnel are required to:

(1) File a Confidential Financial Disclosure (OGE Form 450). Upon nomination by the HQ and annually thereafter throughout the duration of their appointment, designated personnel are required to file an OGE Form 450, Confidential Financial Disclosure, with their

respective headquarters or Region Judge Advocate General (JAG). This automated form is now located at the Financial Disclosure Management System (FDMS).

(2) Create a CSMO Information System (IS) Account. Upon approval by the HQ or Region Commander (REGCOM), designated personnel are required to create a CAMO IS user account per the CAMO IS Training Module located on the HQ CSMO N51 Gateway (G2) page.

b. CRRB. CRRB members review contract requirement packages and provide strategic advice to inform the applicable decision authority.

(1) Training. CRRB members are required to complete and refresh required training located in Appendix (D) of this instruction.

(2) Duties. CRRB Chair, Deputy Commander (DCOM) at HQ or REGCOM (delegable to Region Executive Director (ED) for requirements below \$1M), will:

(a) Review for approval or disapproval:

1. Contracting actions that are:

a. Sole Source, Limited Source or any other contracting action that circumvents competitive procedures as defined at reference (b) Part 6, or

b. Greater than or equal to cumulative \$1,000,000.

2. All Contract Integrated Priority List (IPL) requests and document the IPL decision via a Memorandum for the Record (MFR) via restricted tasker.

3. All CRP requests requiring leadership signature on contractual documents.

4. All requests where CRP approval consensus is not achieved for delegated authorities.

(b) Notify CSMO of CRRB decisions via the CAMO IS, for record purposes and to inform the N-Code or SA.

(c) Delegate CRRB Chair approval authority for all CRP requests not identified in chapter 3 paragraph 2b(2)(a) of this instruction.

(d) Strive to obtain consensus regarding actions brought before the CRRB.

(e) Conduct CRRB reviews via the CAMO IS or in person as appropriate.

(f) Ensure the following language is incorporated in own annual performance plan:

“Serves as Contract Requirements Review Board (CRRB) Chair, responsible for fully understanding the scope of delegated responsibilities and limitations of authority which vary with the type of contract and complexity of the acquisition. Provides oversight and coordination, across Navy Region _____, of contract acquisition management strategies to include review of all direct contract actions to identify opportunities for strategic sourcing and other efficiencies. As CRRB Chair, approves all Navy Region _____ contracting action requests per established Contract Services Management Office (CSMO) policies and procedures to include sole sourced, non-strategic sourced, bridged or other designated contracting thresholds. Monitors all aspects of requests to ensure only validated requirements are supported.”

(3) CRRB members will:

(a) Be minimally composed of Strategy and Future Shore Integrated Requirements (N5) Program Director, Financial Management (N8) Program Director (Advisory), OGC (Advisory) and CSMO (Advisory).

(b) Review CSMO CRPs for approval or disapproval, to include:

1. All delegated CRP requests greater than the Simplified Acquisition Threshold (SAT).
2. Increases to previously CRRB-approved CRPs when the cumulative change in value meets or exceeds 20 percent of the initial CRRB-approved value.

(c) Review CSMO CRPs for recommended approval or disapproval, including:

1. All contract IPL requests.
2. Any procurement request that falls within the scope of an approved CNIC strategic-sourcing vehicle, for which the N-Code or SA is proposing use of a different contract vehicle.
3. New contract requests that utilize a vendor, procurement source or procurement type that conflict with current policy or best practices.
4. Any Military Interdepartmental Purchase Requests (MIPR) or Requests, for Contractual Procurement (RCP) or Project Orders (PO) that will incur cumulative contract costs greater than 49 percent of the total work or services ordered.

5. All obligations that are beyond the first year of funds availability to comply with annualized funding policies.

(d) Exempt the following requirements from CRRB review:

1. Approved annual Sustainment, Restoration, Modernization (SRM) requirements which have been assigned to Naval Facilities Engineering Command (NAVFAC) as CNIC's SRM Execution Agent.

2. Military Construction (MILCON) as defined in reference (b) Subpart 2.101 and Collateral Equipment (CEQ) funded or executed from SIC FQ (S1 or SR) and OPN PE 0208535N.

3. Emergency Management (EM) research, development, test, evaluation and systems engineering projects assigned to Systems Commands (SYSCOM) or In-Service Engineering Agents (ISEA) who serve as CNIC's execution agent for EM or Chemical, Biological, Radiological and Nuclear (CBRN) programs per reference (g).

a. Naval Sea Systems Command (NAVSEASYSKOM) – CBRN protection and detection programs.

b. Space and Naval Warfare Systems Command (SPAWAR) – warning and reporting and hazard prediction systems.

c. Naval Facilities Engineering Command (NAVFACENGCOM) – acquisition and sustainment of these systems.

4. Approved environmental requirements in SICs EC (Compliance), CN (Conservation) and CR (Cultural) which have been assigned to NAVFAC (as CNIC's Execution Agent for Environmental requirements) for execution.

5. Utilities services (including heat, light, power, water, gas, electricity, sewage and other utility services).

6. Intra-station Move requirements from SIC IM.

(e) Ensure CRP is sent to the appropriate Head of the Contracting Activity (HCA) per reference (k) Subpart 5201.601-90(a).

(f) Conduct CRRB reviews via the CAMO IS or in person as determined by the CRRB Chair.

(g) The CRRB Chair-designated CRRB member will ensure that CRRB meeting minutes, action items, key recommendations and findings are recorded in the applicable CAMO IS CRP.

(h) Ensure the following language is incorporated in member annual performance plans:

“Serves as Contract Requirements Review Board (CRRB) Member, responsible for fully understanding the scope of delegated responsibilities and limitations of authority which vary with the type of contract and complexity of the acquisition. Provides oversight and coordination, across Navy Region _____, of contract acquisition management strategies to include review of all direct contract actions to identify opportunities for strategic sourcing and other efficiencies. As CRRB Member, reviews or approves all Navy Region _____ contracting action requests per established Contract Services Management Office (CSMO) policies and procedures to include sole sourced, non-strategic sourced, bridged or other designated contracting thresholds. Monitors all aspects of requests to ensure only validated requirements are supported.”

c. CSMO

(1) Training. Personnel assigned or detailed to CSMO will complete required training located in Appendix (D) of this instruction.

(2) Duties. CNIC HQ and Region CSMO duties. Members will:

(a) Serve as CSMO Program Manager for all CSMO activities.

(b) Serve as the CSMO subject matter expert for requirements management, contract management and the CSMO database.

(c) Function as the resident expert in contracts and contracting issues and provide comprehensive and accurate technical expertise and acquisition advice, aligned with the Federal Acquisition Regulation, to headquarters and Region customers, to ensure vital shore services are procured at best value and ensure that all concerned have a robust situational awareness of all relevant matters in all phases of the acquisition process.

(d) Maintain visibility of all CNIC enterprise contract requirements, analyze procurement trends and facilitate development for programmatic acquisition strategies and solutions for Region or cross-region contract requirements.

(e) Direct and coordinate contract acquisition management and oversight, to include customer service, coordinate and liaison between CNIC N-Codes and all contracting authorities.

(f) Ensure data integrity and file completeness of the CSMO Region database.

(g) Submit to CNIC HQ CSMO via tasker, the consolidated CRRB results for all individual services requirements valued at or above \$10M, utilizing the Deputy Assistant Secretary of the Navy (DASN) Service Requirements data template, no later than 5 October of each year. Classified data will not be submitted, but will be captured and maintained in a secure environment consistent with its classification level and available upon request by appropriately cleared officials. CNIC HQ CSMO will submit consolidated Budget Submitting Office (BSO) report to DASN Acquisition and Procurement (AP).

(h) Act as the approval authority for all requests to exceed the three simultaneous active contract/task order limitation per COR. CSMO signed decision memo must include documentation of all applicable contracts' complexity, performance risk analysis and justification for decision.

(i) Act as the approval authority for all CAMO IS workflow and data field changes (HQ only).

(j) Serve as CNIC Enterprise COR cadre manager (HQ only).

(3) CAMO IS Data Administrator. The CNIC HQ and Region CAMO IS data administrator will:

(a) Serve as CAMO IS data subject matter expert.

(b) Know the requirements of the CSMO application in terms of functions and data integrity assurance, including:

1. Specification of organization data and file validation.
2. Maintenance of data management application.
 - a. Gather business requirements.
 - b. Analyze requirements.
 - c. Define and enforce standards and conventions (definition, naming, abbreviation).
 - d. Conduct data definition sessions with users.
 - e. Provide system change recommendations to CNIC HQ CSMO.
3. Design of data management application (CNIC HQ only).

- a. Model business based on requirements (conceptual and logical).
- b. Manage and administer meta data repository.
- c. Assist Database Administration in the creation of physical tables from logical models.

(4) CSMO Analyst. The CSMO analyst will:

(a) Conduct meetings with each N-Code or SA approver and requester, as required, to address any process or performance issues and discuss anticipated actions.

(b) Using reference (h) and reference (i) checklists, conduct semi-annual audit (100% report no later than the 15th of March and August) and COR accountability report (100% report no later than the 15th of January and June) of N-Code or SA approver and requester, COR and Contracts Technical Point of Contact (TPOC) records to ensure compliance with established policy and contractual regulations. Provide audit results to CSMO for review and action as necessary.

(c) Review all N-Code or SA CAMO IS CRPs within three business days of receipt and return for correction all CRPs which contain incomplete, inaccurate or omitted information, incomplete documents or empty CAMO IS data fields, including the appropriate HCA per reference (k) Subpart 5201.601-90(a).

(d) Preserve all N-Code or SA data and documents in the CAMO IS, in order to maintain program information integrity. The CSMO analyst should make changes only as mission essential needs dictate, then justify and document those changes in the CAMO IS CRP comments.

(e) Facilitate strategic sourcing vehicles whenever possible, utilizing the following process:

1. Assist program personnel in conducting proper customer market research for all requirements, per reference (b) Part 10 to identify strategic sources. If none are available, then pursue full and open competition with the KO.

2. When no strategic sourcing vehicle exists, drive to establish, whenever possible, a CNIC enterprise Indefinite Delivery Indefinite Quantity (IDIQ) contract.

3. Review all applicable incoming and outgoing N-Code customer personnel and process per the CNIC Command and Staff (N04C) Check-In/Check-Out procedures.

d. N-Code or SA Director Personnel

(1) Training. Throughout the duration of their appointment, the N-Code or SA Director will complete required training located in Appendix (D) of this instruction.

(2) Duties. N-Code or SA Directors will:

(a) Ensure locally-executed CNIC-related funding associated with any contract action is efficiently and effectively expended.

(b) Ensure contract requests are per Program Objective Memorandum (POM) requirements validation and the current year CNIC Operations Plan.

(c) Ensure all N-Code or SA requirements resulting in contracted materials or services are requested and approved via accurate and complete CAMO IS CRP.

(d) Ensure CRRB approval is obtained for all non-exempted N-Code or SA requests, including CRRB Chair Memorandum for the Record (MFR) for each fiscal year (FY) IPL approval.

(e) Ensure that all requirements exceeding one year in duration (i.e. enduring) have a formal and comprehensive exit-strategy, approved by OGC and provided in the associated CAMO IS CRP.

(f) Ensure all CRPs are submitted in CAMO IS no later than the Acquisition Timeline matrix dates located in chapter 3, paragraph 4g of this instruction. Note that these dates are not inclusive of other applicable program and policy vetting process times (i.e. Information Technology Procurement Request (ITPR)).

(g) Ensure that N-Code or SA COR personnel are designated for each applicable N-Code or SA contract, task order or delivery order and COR responsibilities are properly documented in responsible individual's performance objectives.

(h) Ensure that N-Code or SA approvers are designated and adhere to CSMO guidance and directives.

(i) Ensure that no N-Code or SA personnel attempt pre-award contact with Contracting Officers (KO), unless facilitated by CSMO analyst. N-Code CORs may only directly contact KOs regarding active performance of the contract, task order or delivery order to which they are currently appointed.

(j) Ensure that no N-Code or SA contractors (KTR) or Indirect-hire Foreign National personnel are involved with the inherently governmental CSMO process duties.

(k) Ensure that any procurement request that falls within the scope of an approved CNIC strategic-sourcing vehicle, for which the N-Code or SA is proposing use of a different contract vehicle, has an Executive Summary (EXSUM) justifying why such a request is advantageous and is included in the CSMO CRP.

(l) Ensure that any required ancillary documents, which require signatures, are vetted or concurrence is obtained before the CSMO submits the CRP to the contracting agency. These documents include, but are not limited to, Justification and Approval (J&A), Limited Source Justifications (LSJ), Management and Oversight Process for the Acquisition of Services (MOPAS), Determination and Finding (D&F) and Interagency Agreement (IA) for non-DoD contracting agencies.

(m) Ensure all CRPs for non-competitive service contract extensions (i.e. “bridge” contracts) comply with reference (j) and contain proper support documentation, including:

1. A schedule for award of follow-on competition within the section in the J&A addressing “Actions to Remove Barriers to Competition.”

2. An approved and authorized “Request for Authorization to Award a Bridge Contract,” as directed by reference (k) 5206.303-1(S-90), via:

a. Vetted by OGC via CAMO IS CRP.

b. Signature vetted by the N-Code or SA Director.

c. Vetted by the CRRB.

d. Signature approved by the DCOM (HQ) or REGCOM.

(n) Ensure that all subordinate N-Code or SA personnel are in compliance with their respective section of this guide.

(o) Ensure new or revised CRPs are submitted in the following instances:

1. Changes to the intended scope of the Statement of Work (SOW).

2. Increases to previously approved CRPs, when the cumulative marginal change in value meets or exceeds 20 percent of the initial CRRB-approved value.

3. When Other Direct Costs (ODC) are greater than 10 percent of the total labor value or exceed \$50,000 (whichever is lower) for any given contract are justified and approved by the CRRB. Rationale will be documented in a memorandum signed by the N-Code or SA Director and provided to CRRB for review and approval.

(p) Provide CSMO a documented appointment of at least one primary and one alternate qualified representative to act as N-Code or SA Approver on all associated N-Code or SA requirements within CAMO IS.

e. N-Code or SA Approver Personnel

(1) Training. Upon nomination by the HQ or Region N-Code or SA Director and throughout the duration of their appointment, the N-Code or SA approver will be required to complete required training located in Appendix (D) of this instruction.

(2) Duties. N-Code or SA approver will:

(a) Retain overall accountability and responsibility of contract management and performance for all contracts assigned to the respective N-Code or SA.

(b) Manage and track all contract requests associated with the respective N-Code or SA.

(c) Ensure KTRs working within or in support of, the N-Code or SA have received proper indoctrination and administrative check-in via the CNIC Command and Staff Directorate, including completion of Appendix (E) Contractor Employee Non-Disclosure Agreement (NDA) and training on roles and responsibilities between Government and KTR personnel.

(d) Not serve as a requestor on any CSMO action requiring them to be a subsequent approving official.

(e) Ensure all N-Code or SA requestors understand and comply with their portion of this instruction.

(f) Validate and approve or disapprove all CRPs submitted by the respective N-Code or SA in the CAMO IS. This includes the SOW or item description, Independent Government Cost Estimate (IGCE), encumbrance document, any other associated contractual documentation and all associated data elements in the CAMO IS database. The Approver must also ensure the appropriate HCA is selected per reference (k) Subpart 5201.601-90(a).

(g) Return for re-submittal any N-Code or SA CRP requests for which any information required or requested by CSMO is outstanding or if any CAMO IS data fields have not been properly populated.

(h) Ensure proper market research has been conducted, documented and uploaded to the applicable requirement CRP or provide complete explanation for omission.

(i) Ensure the correct Product Service Codes (PSCs) and Object Class Codes (OCCs) are utilized at the Contract Line Item Number level. PSCs and OCCs are essential for spend and budget analysis of contractual services.

(j) Ensure that all award documentation and data was uploaded in the applicable CAMO IS CRP within five (5) work-days after contract, contract modification or delivery order award.

(k) Pursue appropriate acquisition strategy for all N-Code or SA requests (new contract, contract option, other contract modification or delivery order).

(l) Accompany the CSMO Analyst when conducting audits of the N-Code or SA COR inspection records to ensure BSO compliance with established policy and contractual regulations, providing audit results to CSMO.

(m) Attain and maintain OPSEC Practitioner qualification to ensure compliance with reference (ad).

f. N-Code or SA Requestor Personnel

(1) Training. Upon nomination by the HQ or Region N-Code or SA Director and throughout the duration of their appointment, the N-Code or SA requestor will be required to complete required training located in Appendix (D) of this instruction.

(2) Duties. N-Code or SA Requestor Personnel will:

(a) Create the CRP and input all required request documents and information, including selection of the appropriate HCA per reference (k) Subpart 5201.601-90(a).

(b) Identify to the N-Code or SA approver, any requests that are modifications to existing task orders or contracts.

(c) Discuss all requirement requests with the appropriate N-Code or SA approver.

(d) If directed by the N-Code or SA director, submit a comprehensive contract IPL package per procedures at Chapter 3 paragraph 3d below.

(e) Ensure proper market research was conducted per reference (b) Part 10 and describe how the market research was conducted and what the results were. If no market research was conducted, explain why. Upload market research, including collection methodology, to the applicable requirement CRP.

(f) Ensure accuracy of the SOW, IGCE and Encumbrance document. The Automated Requirements Roadmap Tool (ARRT) is a job assistance tool used to build strategic

elements of your acquisition documents by walking you through structured processes to help you ask and answer the right questions related to your acquisition, including PWS, QASP and PRS. ARRT generates Microsoft Word documents for use in an acquisition.

(g) Have all required ancillary documents, which require signatures, vetting or concurrence obtained prior to submitting the CRP in CAMO IS. These documents include a J&A, a MOPAS, D&F and IA for non-DOD Contracting Agencies

(h) Ensure all mandatory contractor training requirements (i.e. suicide prevention, Information Technology (IT) security awareness, etc.) are specifically addressed within the service contract's SOW.

(i) Submit a comprehensive and accurate CRP request in CAMO IS, including IPL requirements.

(j) Upload all award documentation and data in the CAMO IS (including upload of a copy of actual contract) within five work-days after contract, contract modification or delivery order award.

(k) Should serve as assigned COR for requested applicable actions, unless a more appropriate and qualified Subject Matter Expert (SME) is designated by the N-Code or SA leadership.

g. Office of the General Counsel (OGC) Personnel

(1) Training. Upon nomination by Counsel, CNIC or Region Counsel and throughout the duration of their appointment, designated OGC personnel must complete required training located in Appendix (D) of this instruction.

(2) Duties. OGC will:

(a) Conduct BSO legal review of CSMO CRPs as requested by CSMO or program personnel. Legal review will include the J&A, MOPAS, D&F, LSJs, sole source awards, services contracts for suspected inherently governmental functions, impermissible outsourcing, personal services, "enduring" contract requirement exit-strategy and IA for non-DoD Contracting Agencies.

(b) Provide legal advice to the CRRB, CSMO, N-Code or SA approvers and CORs, as requested.

h. Information Technology Directorate (N6) Personnel

(1) Training. Upon nomination by the HQ or Region (N6) Director and throughout the duration of their appointment, designated Information Technology Directorate (N6) Personnel will be required to complete required training located in Appendix (D) of this instruction.

(2) Duties. CNIC N6 will:

(a) Adjudicate any CSMO CRP that requires IT procurement review prior to submission to CSMO. Reference (1) is designed to ensure effective and efficient expenditure of funding to acquire IT capabilities (material classified as hardware, software or services); prevent duplicative investments; provide visibility on all Navy IT related expenditures; and ultimately achieve strategic sourcing on IT procurement.

(b) Upload a copy of the completed ITPR approval document to the applicable CAMO IS CRP. CRPs awaiting CSMO approval that involve acquisition of IT software, hardware or services and have not received N6 policy approval will be forwarded to N6 for adjudication prior to processing.

i. Financial Management Directorate (N8) Personnel

(1) Training. Upon nomination by the HQ or Region Financial Management Director and throughout the duration of their appointment, designated Financial Management Directorate personnel will be required to complete required training located in Appendix (D) of this instruction.

(2) Duties. The Financial Management Directorate (N8) will:

(a) Provide funding authorization for applicable CNIC contract actions, including those which are funded by a Military Interdepartmental Purchase Request (MIPR) or Request for Contractual Procurement (RCP) that will ultimately result in a contract or contracted services.

(b) Modify funding requirements after receiving appropriate CRRB approval.

(c) Validate accuracy of encumbrance document requests (e.g., Job Order Number (JON)/Financial Information Pointer (FIP), the requestor, program approval, receiving command or activity, financial and technical points of contact, document type, description of work, previous document number and if applicable, Special Interest Code (SIC), cost account code, contract number, period of performance, etc.).

(d) Coordinate directly with N-Code or SA requestor and COR on any funding-specific issues, to include management of incremental funding.

(e) Ensure requested action adheres to established appropriation laws and guidance, including requirements associated with non-DoD agency requests.

(f) Will issue funding documents for the procurement of contractual services only after CRRB approval of the requirement for all services requirements valued above the SAT. Funding documents must be annotated with the CRRB requirement approval date and include the CAMO IS CRP number. To be clear, CRRB approves requirements, not individual funding documents.

(g) Ensure upload of all funding documents and corresponding data fields in the CAMO IS and notify the CSMO when a contract funding document has been released.

(h) Understand and comply with reference (b) Subpart 3.104 and reference (m).

j. Total Force Management Directorate (N1) Personnel

(1) Training. Upon nomination by the HQ or Region Total Force Management (N1) Director and throughout the duration of their appointment, designated N1 personnel will be required to complete required training located in Appendix (D) of this instruction.

(2) Duties. CNIC N1 will:

(a) Review and validate all N-Code or SA program submitted CSMO CRP requests for new or continued contractor billets to ensure compliance with current billet structure, especially those which are suspected to contain enduring contractor positions.

(b) Provide personnel management guidance to the CSMO, COR and N-Code or SA approvers and requestors as required.

(c) Ensure compliance with references (n) and (q), which establishes policy, assigns responsibilities and prescribes procedures for determining the appropriate mix of manpower (military and DoD civilian) using the most effective and efficient expenditure of funding to acquire private sector support services.

(d) At least annually, review and validate contractor billets to determine the continued need and relative cost of filling the need with a contractor asset as opposed to a civilian hire. Approval for contract hires will not exceed one year.

k. Command Security Program (N04C-SP) Personnel

(1) Training. Upon nomination by the HQ or Region (N04C) Director and throughout the duration of their appointment, designated Command Security Program (N04C-SP) Personnel will be required to complete required training located in Appendix (D) of this instruction and maintain appointment as a qualified COR for Industrial Security per reference (o), reference (p) and Chapter 4 of this instruction.

(2) Duties. CNIC Command Security Program (N04C-SP) will:

(a) Review and validate all N-Code or SA program submitted CSMO CRP requests, especially those which are suspected to contain enduring contractor positions.

(b) Validate security classification guidance, complete and sign the DD Form 254, Contract Security Classification Specification.

1. Coordinate review of the DD Form 254 and classification guidance.
2. Issue a revised DD Form 254 and other guidance as necessary.
3. Resolve problems related to classified information provided to the contractor.

(c) Provide, in coordination with the program's appointed COR, any additional security requirements beyond those required by the DD Form 254 or in the contract document itself.

l. Contracting Officer's Representatives (COR)

(1) Training. Upon nomination by the HQ or Region Supervisor and throughout the duration of their appointment, designated COR Personnel will be required to complete required training located in Appendix (D) of this instruction and maintain appointment as a qualified COR per Chapter 4 of this instruction.

(2) Duties. All CNIC CORs must comply with the requirements of all applicable government acquisition regulations and fulfill the duties outlined in their COR Appointment Letter. Refer to Chapter 4 of this instruction for specific qualification, training and execution guidance.

m. All CNIC Military and Government Personnel

(1) Training. Upon employment by CNIC HQ or the Regions and throughout the duration of their service, all CNIC Military and Government personnel not designated in other sections of this instruction will be required to complete required training located in Appendix (D) of this instruction.

(2) Duties. All Military and Government personnel will:

(a) Not assist contractors in the preparation of bids, proposals or quotations nor solicit or permit contractors or potential contractors to assist in the preparation of acquisition requests, otherwise determine government requirements or furnish government estimates.

(b) Not engage in contract negotiations of any sort, to include unauthorized advance or selective discussions with prospective contractors concerning pending requirements.

(c) Not discuss information learned in the performance of official duties regarding a particular contractor with another contractor.

(d) Not provide contractors with the substance or contents of internal government correspondence, except when authorized by a contracting officer or when released through authorized government channels such as Freedom of Information Act (FOIA) procedures.

(e) Not divulge any information, technical or otherwise, pertaining to proposed acquisitions (solicitations which are in the process of being issued or have been issued and to acquisitions being negotiated). This includes explanations as to alleged ambiguities, inconsistencies or the like in the solicitation (including technical data or scope of work). A firm requesting such information should be referred to the contracting officer.

(f) Not expose or release "source selection information," either before, during or after contract award.

(g) Not furnish advance acquisition information such as out year buy estimated quantities, efforts or dollar forecasts unless specifically authorized to do so.

(h) Not disclose or use information contained in an unsolicited proposal or otherwise furnished to the government where such information has been given in confidence or when it bears a restrictive legend, unless such information is obtainable from other sources without restriction, is already known to the government or other contractors or is in the public domain.

(i) Not visit contractors on matters pertaining to current or proposed contracts without the approval of the contracting officer.

(j) Not give contractors, potential contractors, contractor's representatives or salesmen information as to acquisition requests in process, recommended sources, etc.

(k) Not take any action which will obligate or give the appearance of obligating, the government financially or otherwise. When required, government personnel in their daily interactions with defense contractors should present and document the following Statement of Limitation of Authority to make clear that only the contracting officer is authorized to obligate the government to additional work or changes to existing contracts.

1. "You are hereby notified that I DO NOT have the authority to direct you in any way to alter your contractual obligation. Further, if the government, as a result of the information obtained from today's discussion does desire to alter your requirements, changes will be issued in writing and signed by the contracting officer. You should take no action on any change unless and until you receive such a contract modification."

(l) Not authorize a contractor to start work on a new contract. Only a contracting officer has the authority to commit the government.

(m) Not take any action which may affect contract schedules, funds, scope or otherwise alter the existing terms and conditions of the contract. All contractual agreements, commitments or modifications which involve price, quantity, quality, delivery and performance schedules or other terms and conditions of the contract including government property provision may only be made by a duly appointed contracting officer. Immediately notify the COR and CSMO if changes are desired and needed.

(n) Not take any action that would establish or appear to establish a contractual relationship between the government and a subcontractor. The prime contractor is responsible for satisfactorily meeting the contract terms and conditions and for directing and controlling its subcontractors.

(o) Not perform acts that would create a conflict of interest or tend to give the appearance of a conflict of interest thereby causing a possible loss of public confidence. This includes:

1. Taking any action in response to external pressure that would improperly favor or benefit any contractor.

2. Soliciting or accepting any promise of future employment or business opportunity from a contractor or prospective contractor.

3. Using information obtained in the performance of your government duties as a means of furthering your own private interests or that of another.

(p) Not encourage contractors to develop military equipment or modify commercial equipment at the private concern's expense.

(q) Not order or otherwise obtain equipment, facilities, supplies or services from commercial sources without contracting authority.

(r) Not leave documents, presentations or electronic media on which "inside" information is stored or visible for the casual observer to read.

(s) Not turn over proprietary, Privacy Act or other sensitive nonpublic information to a contractor to develop visual aids, create a database, provide consultations or attend meetings before ensuring it is proper for the contractor to have access to the information.

(t) Not get involved in a contractor's internal affairs without direction to do so from the contracting officer. This includes telling a contractor how to run its operation. Respect the employer-employee relationship between contractors and their employees. Do not interfere with

it by pressuring the contractor to employ “favorite” personnel or insisting on contractor personnel employment action or urging their employees to attend federal employee events.

(u) Not assign contractor employees out of scope work, personal services or work that is inherently governmental. The services a contractor is required to provide through its employees are set out in the contract. There are no “and other duties as assigned.”

(v) Have the COR clarify terms of the contract that are not clearly understood.

(w) Document significant actions, contacts and conversations with contractor personnel, as they occur, in the performance of your duties. A copy should be promptly furnished to the COR.

(x) Notify the COR promptly if, during the period of performance, you become aware of the contractor having technical or financial difficulties or failing to meet contract terms or conditions.

(y) Conduct business with contractors on an “arm’s length” basis and in such a manner that there is no hesitancy in making public disclosure of your statements and actions.

(z) Ensure that sensitive information is not discussed in unsecured areas.

(aa) Protect the integrity of the procurement process.

1. Report dishonest practices and departures from proper acquisition procedures to the CSMO, COR or your Command Ethics Counselor.

2. Advise the CNIC HQ or Region Ethics Counselor, CSMO, COR and your supervisor immediately if you have a direct or indirect financial interest in a contractor or procurement or where it may be perceived there is a potential conflict of interest between your private interests and that of the United States public interests.

3. Requirements Generation. Requirements can be generated years in advance of the need or shortly before the service is required. As requirements are developed, they should be based on command objectives and informed by the Program Objective Memorandum (POM), Budget Estimate Submission (BES) or the President’s Budget (PRESBUD), depending on how far out the requirement is generated and where the requirement appears in the POM cycle. Consider current operational issues that may influence requirements development. Note some requirements may be unfunded. These requirements should be listed on an IPL and submitted to the CRRB for review and approval. Finally, some categories of material and services may require additional approvals inside or outside the CSMO process, including legal, IT, manpower or other reviews.

a. Acquisition Support. The rules regarding the acquisition of CNIC requirements are often complex and may vary depending on the circumstances. CNIC managers at all levels must nevertheless become familiar with these rules and abide by the procedures for CNIC acquisitions. CSMO has developed the CAMO IS workflow and database to facilitate comprehensive requirement review and store required documentation for CNIC acquisitions. All procurement CRPs for contracts and orders are reviewed per this guide prior to forwarding the requirement for funding and acquisition

b. Market Research

(1) Purposes for Market Research.

(a) Ascertain whether requirement can be met by items available in the commercial marketplace:

1. Determine if there are sources capable of satisfying requirements.
2. Determine if commercial items are available to meet requirements, could be modified to meet requirements or could meet requirements if requirements are modified to a reasonable extent.
3. If commercial items are not available, determine if non-developmental items are available that meet requirements, could be modified to meet requirements or could meet requirements if requirements are modified to a reasonable extent.
4. Determine the extent to which commercial items or non-developmental items could be incorporated at the component level.

(b) Identify commercial practices regarding customizing, modifying or tailoring items to meet customer needs.

(c) Identify customary industry terms and conditions:

1. Warranties.
2. Acceptance.
3. Inspection.
4. Buyer financing.
5. Maintenance support.
6. Packaging and marking.

(d) Identify normal distribution and logistics support capabilities of the commercial market.

(e) Ensure maximum and effective use of competitive market forces.

1. Identify level of market competition.
2. Identify sources potentially capable of satisfying requirements.
3. Price.
4. Quality.
5. Features.
6. Speed of technological improvement.
7. Energy efficiency.
8. Service.
9. Support.
10. Identify items that could be modified to meet requirements.
11. Reasonably modify requirements to expand potential sources.

(f) Promote energy conservation and efficiency and ensure maximum practicable use of recovered materials per reference (b) Subpart 23.4.

1. Identify extent of recovered materials used in market products.
2. Identify efficiency standards in marketplace.
3. Identify extent of market pressures on energy conservation and efficiency.

(2) Techniques for Collecting Information.

(a) Begin with a description of need sufficient to allow conduct of market research.

1. Contact knowledgeable individuals.
2. Investigate market capabilities to meet requirements.

3. Identify successful acquisition strategies.
4. Research industry best practices.
5. Identify pitfalls to avoid.
6. Identify successful incentives.

(b) Review recent history and results of market research undertaken to meet similar requirements.

(c) Participate in interactive, on-line communication among industry, acquisition personnel and customers.

(d) Review catalogs and other generally available product literature published by manufacturers, distributors and dealers or available on-line.

(e) Participate in Contracting Officer's (KO) interchange meeting or pre-solicitation conferences to involve potential offerors early in the acquisition process.

c. Acquisition of Services

(1) As provided in reference (q), CNIC will support and enhance the warfighting capabilities of the DoD while meeting the following objectives:

(a) All acquisitions of services will be based on clear, performance-based requirements; include identifiable and measurable cost, schedule and performance outcomes consistent with customer needs; and receive adequate planning and management to achieve those outcomes.

(b) Managers will use a strategic, enterprise or Region-wide approach for both planning and execution of the acquisition and use business arrangements that are in the best interests of DoD.

(c) All acquisitions of services will comply with applicable statutes, regulations, policies and other requirements, whether the services are acquired by or on behalf of DoD.

(2) To ensure compliance with the policies outlined in reference (q), enclosure (9), these procedures apply to all CNIC acquisitions of services executed through CAMO IS, except for research and development or construction activities and apply to any task order or any transfer of funds to acquire a service on behalf of CNIC.

d. Contract Integrated Priority List (IPL)

(1) IPL is the list of a commander's highest priority requirements, prioritized across functional lines, defining shortfalls in key programs that, in the judgment of the commander, adversely affect the capability of the commander's forces to accomplish their assigned mission.

(a) The IPL process identifies issues and mitigation strategies associated with each prioritized requirement, which the staff in turn uses to inform its capabilities integration and development.

(b) The annual IPL process produces a prioritized list of support capability gaps that impact CNIC's execution of operational, contingency and campaign plans. This process informs the planning guidance and development of the command's program assessment and analyzes baseline resource allocation priorities for the subsequent years' IPLs.

(c) IPLs may include capability gaps prioritized across functional lines, risk areas and long-term strategic planning issues.

(d) Longer-term IPLs should respond to the questions below with bullet point answers:

1. What are the key challenges (listed in priority order) that your command is likely to confront in the current FY and beyond?

2. What assumptions did you make in identifying those challenges?

3. What are the key capability gaps (listed in priority order) that could hinder efforts to overcome the challenges?

4. What would you recommend as areas where we could accept additional risk in order to redirect resources to higher-priority gaps? In addition, there may be some short-term capability gaps resulting from on-going efforts, new missions and updates to operational plans that urgently require.

(2) All IPL requests will:

(a) Be reviewed by the OGC, CSMO and CRRB, before submission to CRRB Chair.

(b) Be submitted by the Region N-Code Director or SA Director or HPD for CRRB Chair approval. If approved, the CRRB will issue a Memorandum for the Record (MFR) documenting IPL approval via restricted tasker.

(c) Be detailed to include the priority ranking within similar actions, a description of the deliverable, serial number, requirement value, funds availability and program manager using Appendix (C) format.

(3) Once CRRB Chair approves IPL:

(a) The submitting program executes normal contract preparation requirements, to include staffing via the CAMO IS tool.

(b) All normal CSMO CRP requirements remain in effect (Quad Chart, SOW, IGCE, etc.).

(c) N-Code signature is not required on the Quad Chart for items that comply with an approved IPL.

(d) Submitters will note in the comment section of the CAMO IS CRP request that the item is part of a particular approved IPL and annotate the priority item.

(e) HQ CSMO personnel will approve for CRRB within approved IPL lists, annotating specific IPL approval reference for each applicable CRP in CAMO IS.

(f) Any requests that deviate from the IPL or for approved items with a cost deviation of greater than 20% increase will be staffed to CRRB Chair via CRRB for approval.

e. Acquisition of IT Hardware and Software. When ordering hardware or software, the customer must ensure compliance with CNIC (N63) Enterprise Architecture's Information Technology Procurement Governance (ITPG).

f. Contracting Activities

(1) CNIC receives acquisition support from both DoD and non-DoD contracting activities per references (b), (r) and (k). DoD contracting activities are aware of and bound by, a number of legal and regulatory requirements ensuring appropriate use of DoD resources. If the desired contracting activity is a non-DoD agency, adherence with DoD regulations and CNIC interagency acquisition support policy is the responsibility of the requiring CNIC activity. The use of a non-DoD contracting activity requires special planning, review and approval consistent with reference(s).

(2) In cases where the CSMO requester requires a support agreement to augment a contract request/service, an agreement must be coordinated with the Support Agreements Management Office (SAMO) and included in the CSMO CRP. Agreements will be initiated per reference (ab) using the CNIC Support Agreement Data Application (SADA) and uploaded to the CRP upon final signature.

g. Contract Type Selection. There is no single contract type that is right for every contracting situation. Contract type selection is done on a case-by-case basis considering contract risk, incentives for contractor performance and other factors such as the adequacy of the contractor's accounting system. Reference (b) Part 16 provides information on understanding and selecting contract types. Contract types assign varying degrees of risk to the government and contractor based on the ability of the government to articulate the desired outcome. Reference (b) Subpart 16.103 mandates that, with the exception of most Firm Fixed Priced (FFP) contracts, KO's document in the contract file to show why a particular contract type was selected. To support this requirement, CNIC requiring activities are required to submit a full justification as part of the CSMO CRP whenever requesting contract types other than FFP. The KO will make the final determination of contract type, taking into consideration input received from CSMO and the CNIC requiring activity. In general, the following guidelines should be considered when determining the contract type:

(1) Fixed Price Contracts. Commercially available items must be purchased using fixed price contract types to include the following:

(a) FFP Contracts. Provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. This contract type places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss. It provides maximum incentive for the contractor to control costs and perform effectively and imposes a minimum contract administrative burden upon the contracting parties.

(b) Fixed Price with Economic Price Adjustment (FP-EPA). Provides for upward and downward revision of the stated contract price upon the occurrence of specified contingencies. Economic price adjustments are of three general types:

1. Adjustments based on established prices provide for increases or decreases from an agreed-upon level in published or otherwise established prices of specific items or the contract end items.

2. Adjustments based on actual costs of labor or material provide for increases or decreases in specified costs of labor or material that the contractor actually experiences during contract performance.

3. Adjustments based on cost indexes of labor or material provide for increases or decreases in labor or material cost standards or indexes that are specifically identified in the contract.

(c) Fixed Price Incentive (FPI). Provides for adjusting profit and establishing the final contract price by a formula based on the relationship of final negotiated total cost to total target cost. FPI contract would be used with services of a commercial nature, where quality or performance targets are easily established and measured. For example, a technology help desk

contract, where call wait time is measured by an automated system, would be a good candidate for FPI.

(d) Fixed Price Re-determinable (FPR). Provides for a firm fixed price for an initial period of contract deliveries or performance; and prospective redetermination, at a stated time or times during performance, of the price for subsequent periods of performance. A fixed-price contract with prospective price redetermination may be used in acquisitions of quantity production or services for which it is possible to negotiate a fair and reasonable FFP for an initial period, but not for subsequent periods of contract performance.

(e) Fixed Price with Award Fee (FPAF). May be used when the government wishes to motivate a contractor and other incentives cannot be used because contractor performance cannot be measured objectively. FPAF contracts establish a fixed price (including normal profit) for an effort. In addition, an award fee will be paid based on the contractor's performance against an established award fee plan. FPAF contracts may only be used if the administrative costs of conducting award-fee evaluations are not expected to exceed the expected benefits; procedures have been established for conducting the award-fee evaluation; the award-fee board has been established; and an individual above the level of the CO approved the fixed-price award-fee incentive.

(2) Cost-Reimbursable Contracts. Suitable for use only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed-price contract. Complex or unique services for which quality of performance is paramount frequently fall into this category. A cost-reimbursement contract may be used only when: the contractor's accounting system is adequate for determining costs applicable to the contract; and appropriate government surveillance during performance will provide reasonable assurance that efficient methods and effective cost controls are used. Cost-reimbursable contracts can include reimbursement for cost only, cost sharing, cost plus incentive fee, cost plus award fee and cost plus fixed fee. Cost-reimbursement contracts may not be structured to provide an award fee that is based on a percentage of costs. Cost-reimbursable contracts may not be used for the acquisition of commercial items (CI).

(3) Time and Materials (T&M). T&M have elements of both fixed price and cost-reimbursable contracts. A T&M contract provides for acquiring supplies or services on the basis of: direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses and profit; and materials at cost, including, if appropriate, material handling costs as part of material costs. Within DoD, T&M contracts are the least preferred contract type. Because T&M contracts have been misused in the past, DoD has imposed certain restrictions. Reference (b) Subpart 16.601 specifies that T&M contracts may be used only after a D&F has been signed by the CO for use of a T&M award. When the CNIC requiring activity recommends the use of a T&M type contract, the period of performance will be limited to three years, unless a very strong justification is made and approved to the CRRB and the supporting contracting office.

(4) Labor Hour Contract (LH). A variation of the T&M contract, differing only in that the contractor does not supply any materials.

(5) Other Contracting Methods. Reference (t) provided a number of authorities that streamlined the acquisition process and made a number of substantial changes in the manner in which relatively low dollar procurements are conducted. Reference (t) created a micro-purchase threshold and a Simplified Acquisition Threshold (SAT). Generally, increasingly restrictive provisions are placed on purchases as the dollar value of the purchased item increases. The term “splitting requirements” refers to the practice of breaking down known requirements into two or more purchases to reduce the dollar value of each below restrictive thresholds for competitive simplified acquisition procedures or full-and-open competitive procedures. Reference (b) Subpart 13.003 (c) (1) prohibits this practice. Simplified Acquisition Procedures are addressed within reference (b) Part 13. The methods used within CNIC to make simplified acquisitions include:

(a) Blanket Purchase Agreement (BPA). A set of pre-negotiated terms and conditions governing future transactions between the government and the vendor. It is not a contract, but simply an agreement on specific conditions or terms for future actions if and when they occur. A BPA may be established with any responsible vendor when it is likely that there will be repetitive purchases during a stated period within a broad class of supplies or services, and the exact items or services, quantities and delivery requirements cannot be accurately forecasted.

(b) Purchase Orders. A purchase order, awarded as a result of a quotation, is an offer by the government to buy certain supplies or services per specified terms and conditions contained in the order.

h. Contract Vehicle Selection and Competition. CNIC has established a suite of strategic sourcing contract vehicles which are key components of the CNIC acquisition infrastructure and their use is preferred over all other vehicles.

(1) General Services Administration (GSA) Schedules. If an existing CNIC contract vehicle cannot be used, CNIC may be able to order from any existing GSA schedule, provided that the scope of the schedule adequately covers the scope of the intended work and the use of a non-CNIC contract vehicle is approved by the CRRB. These schedules have already met the requirements for “full and open” competition and only require a “fair opportunity” phase for award. The GSA e-Library provides guidance with regard to GSA Federal Supply Schedules (FSS). When using a GSA schedule, it is important to note that Organizational Conflict of Interest (OCI) policy and procedures still apply.

(2) Non-CNIC Multiple Award Contracts (MAC) / Indefinite Delivery Indefinite Quantity (IDIQ). Agencies outside of CNIC sometimes issue a contract or set of contracts, for Program Management (PM) services, which may be available to CNIC if an existing CNIC contract vehicle cannot be used. Typically, these MACs and IDIQ contracts have already met

the requirements for “full and open” competition and only require a “fair opportunity” phase for award. Like GSA contracts, a non-CNIC contract vehicle and its use must be approved by the CRRB Chair. Usually, the agency holding these contracts will charge CNIC a “usage fee” for using the contract. Typically, the usage fee is a percentage of the value of the order. Caution should be exercised when considering these vehicles to determine if some other approach will yield the same benefit without expenditure of additional fees.

(3) Competition Requirements. Federal Law defines acquisition methods and processes. There are three levels of competition in contracting.

(a) Full and Open Competition. Reference (b) Subpart 6.1 requires KOs to promote and provide for full and open competition in soliciting offers and awarding Government contracts. Full and open competition when used with respect to a contract action means that all responsible sources are permitted to compete. This approach potentially provides a large universe of prospective offerors. The more proposals, the better the chances for the government to obtain a good “buy.” Contracting without providing for full and open competition is a violation of statute, unless it is permitted by one of the exemptions listed in reference (b) Subpart 6.302. Lack of advance planning or concerns related to amount or type of funds available are not justifications for sole sourcing a contract action. Full and Open acquisitions include contracting through sealed bids and competitive proposals.

(b) Fair Opportunity. Fair opportunity for orders under multiple award contracts, as described in reference (b) Subpart 16.505 and reference (b) Subpart 8.4 (for GSA orders), means the KO must provide each awardee a fair opportunity to be considered for each order exceeding the micro-purchase threshold. In providing fair opportunity the KO must:

1. Develop ordering procedures that will provide each awardee a fair opportunity to be considered for each order and that fairly reflect the requirement and other aspects of the contracting environment.
2. Use methods that result in fair consideration being given to all awardees prior to placing each order.
3. Tailor the procedures to each acquisition.
4. Include the procedures in the solicitation and the contract.
5. Consider price or cost under each order as one of the factors in the selection decision.

(c) Section 803 Requirements. The FY 2002 National Defense Authorization Act (NDAA) invoked specific guidance to the DoD for application of “fair opportunity.” This guidance is implemented in reference (u) Subpart 208.404-70.

1. When using a CNIC strategic sourcing contract vehicle this guidance is clear, each contract holder must be given an opportunity to bid. However, when using GSA schedules, the guidance is more difficult to implement. Many GSA schedules, such as the IT Schedule and Mission Oriented Business Integrated Services (MOBIS), have hundreds or even thousands of contractors. When ordering from GSA schedules, CNIC must identify a strategy that will ensure receipt of at least three quotes.

2. The KO's general approach is to solicit bids from at least 10 schedule holders. Should this approach not yield at least three bids, then the Government will solicit from 10 more contractors. If this also fails, the KO will identify a strategy, which may include a third solicitation or may coordinate with the CSMO and the PM to document the attempts to solicit bids and will make an award based on the bids received.

(d) Exceptions to Fair Opportunity. The only exceptions to the above procedures are:

1. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.

2. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

3. The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

4. It is necessary to place an order to satisfy a minimum guarantee.

5. For additional information, refer to reference (b) Subpart 8.405-6 (GSA) or reference (b) Subpart 16.505 (IDIQ) for a discussion of exceptions to Fair Opportunity.

(e) Sole Source. Sole source acquisition means a contract for the purchase of supplies or services that is entered into or proposed to be entered into, by an agency after soliciting and negotiating with only one source.

1. Sole source acquisitions are permitted only for conditions described in reference (b) Subpart 6.302. No action can be taken on a sole source acquisition until a Justification and Approval (J&A) as required by reference (b) Subpart 6.303 and reference (b) Subpart 6.304 has been prepared.

2. The reference (b) Subpart 6.304 J&A approval levels were recently changed. To be consistent with reference (b), the Director, Defense Procurement and Acquisition Planning (DPAP) has directed that both J&As for sole source orders under Federal Supply Schedules and determinations to waive competition for orders for supplies or services under MACs must be

approved by individuals at the levels cited in reference (b) Subpart 6.304. These procedures apply whether an order is placed by DoD or on behalf of DoD.

3. J&As for Other Than Full and Open Competition per reference (b) Subpart 6.3 will be prepared in draft form by the requiring activity in consultation with the KO and per reference (b) Subpart 6.3. CSMO will electronically provide the draft J&A to the KO for their review, completion and routing according to the contracting agency's procedures.

(f) Limited Source. Under the Multiple Award Schedule Program, a special J&A is required if the acquisition is restricted to limited sources per reference (b) Subpart 8.405-6. This J&A will be prepared in draft form by the requiring activity in consultation with the KO and per the reference (b) Subpart 8.4. Highlighted portions of the J&A Template should be replaced with non-highlighted text specific to the contracting action and justification and forward to CNIC OGC for review and concurrence. CSMO will electronically provide the draft J&A to the KO for their review, completion and routing according to the contracting agency's procedures.

4. Basic Contracting Techniques. Various documents are required to execute contracts. Some of the basic documents regularly used to execute contracts at CNIC are described below.

a. Contract Performance Statement. The way in which contract performance is specified can have enormous impact on contractor performance, efficiency, quality and cost to the government. The type of contract, contract vehicle, contracting source and desired end product all have a bearing on the strategy used to develop a contract performance statement. If the work is for services, then the contract or order must include a performance statement, which describes what will determine successful performance by the contractor. The performance statement will also serve as the basis for administration of the contract by the government. The performance statement is probably the single most critical document in the acquisition process. The performance statement will take one of two forms, a PWS or a Statement of Objectives (SOO).

(1) PWS. The PWS describes the work to be performed or the services to be rendered, defines the respective responsibilities of the government and the contractor and provides an objective measure so that both the government and the contractor will know when the work is complete and payment is justified. The PWS is a very important part of the acquisition CRP and it is essential that the requiring activity clearly communicate the requirements of the contract. A CSMO PWS Template can be located in the example documents of CAMO IS.

(2) SOO. The SOO states the overall solicitation objectives. It can be used in those solicitations where the intent is to provide the maximum flexibility to each offeror to propose an innovative development approach. The SOO captures the key objectives of a solicitation and allows the offerors freedom in the structure and definition of SOO tasks as they apply to the proposed approach. Offerors use the Request for Proposal (RFP) or Request for Quotation (RFQ), performance requirements and SOO as a basis for preparing their proposals, which include a contractor-prepared PWS that specifies the approach proposed and gives details on the work to be performed.

b. Performance Based Acquisition. DoD has placed great emphasis on using a Performance-Based Acquisition (PBA) approach to acquiring goods and services. All CNIC requiring activities are strongly encouraged to utilize this technique for acquiring goods or services. Both reference (b) and reference (v) specify that performance-based acquisition is the preferred method for acquiring services. In an effort to increase performance gains and contract savings the Under Secretary of Defense for Acquisition, Technology and Logistics (USD(AT&L)) has established DoD-wide goals that 50 percent of service acquisitions, measured in terms of dollars, are to be performance based. Reference (b) Subpart 37.601 prescribes a performance-based acquisition as having the following three key attributes:

- (1) PWS.
- (2) Measurable performance standards (i.e., in terms of quality, timeliness, quantity, etc.).
- (3) Performance incentives (where appropriate).
- (4) Guidebook. To help implement this guidance, DoD has developed reference (w). This guidance takes the reference (b) description of a performance-based contract with the addition of a QASP as an essential element.

c. Quality Assurance Surveillance Plan (QASP). Per reference (r) at 246.401, the QASP provides a surveillance standard for monitoring service performance and provides a systematic method to evaluate contractor performance. While reference (r) requires surveillance, it does not prescribe specific methods to evaluate performance. A good QASP adds structure, consistency and objectivity to the surveillance process. The completed QASP should identify or describe:

- (1) Key Government players (describe their roles and responsibilities).
- (2) Key contractor players (describe their roles and responsibilities).
- (3) Performance standards (if applicable).
- (4) Surveillance (methods used).
- (5) Performance rating system (to be used).
- (6) Performance measurement (planned frequency).
- (7) How performance will be documented, rewarded or corrected.

(8) Development of the QASP is a key component of the PBA planning process. The connection between the PWS and the QASP is so fundamental that reference (b) Subpart 46.401 specifies that the QASP should be prepared in conjunction with the preparation of the SOW.

The QASP is nevertheless a “living document” and the government may review and revise it on a regular basis. The government should coordinate any QASP changes with the contractor.

d. Cost Estimates and Contract Funding

(1) Cost Estimates. The reference (b) Subpart 4.803(a)(17) requires that KOs document the contract file with a determination of a fair and reasonable price for all acquisitions through cost and price analysis. Within CNIC an IGCE is required as part of the acquisition CRP submitted for procurement for all source selections. Program Offices develop the IGCE as a key early step in the acquisition process. Properly developed IGCEs provide program and task managers with a tool to defend, make tradeoff decisions and manage their acquisitions throughout the life cycle of the requirement.

(2) Contract Funding. Reference (b) Subpart 32.702 states that “No officer or employee of the Government may create or authorize an obligation in excess of the funds available or in advance of appropriations (Anti-Deficiency Act (ADA)), 31 U.S.C. 1341), unless otherwise authorized by law.” Before executing any contract, the KO must either get written certification that funds are available from the responsible fund certifying officer or make the contract conditional upon the availability of funds.

(a) Subject to the Availability of Funds. The award of a “conditional contract” prior to the enactment of an appropriations act does not violate statutory funding requirements. A “conditional contract” is one that expressly makes the government’s liability under the contract contingent upon or Subject to the Availability of Funds (STAF) reference (b) Subpart 32-703-2. The government may not accept supplies or services under a contract conditioned upon the availability of funds until the KO has given the contractor notice, to be confirmed in writing, that funds are available. The rationale for issuing actions on a STAF basis, applies in only the following two cases:

1. For recurring Operations and Maintenance (O&M) services for which funding is routinely provided on an annual basis.

2. For special projects budgeted for the next FY and for which the contractor must be given sufficient advance notice of the government’s intent to authorize commencement of the work once funding is made available. STAF actions may be issued prior to the end of the FY for a contract that has a start date after 1 October, i.e. 20 November.

(b) Incremental Funding. Reference (b) Subpart 32.7 and reference (r) Subpart 232.704-70 prescribe the use of incremental funding for certain contracts and require specific clauses to stipulate that funding and the government’s obligation are limited. A fixed-price contract may be incrementally funded only if:

1. The contract is funded with research and development appropriations.
2. Congress has otherwise incrementally appropriated program funds.
3. The Head of the Contracting Activity (HCA) approves the use of incremental funding for either base services contracts or hazardous and toxic waste remediation contracts.
4. If paragraph 4d(2)(b)2 or 4d(2)(b)3 above do not apply, then neither O&M, nor Procurement appropriations may be used to incrementally fund the contract.

(c) Military Interdepartmental Purchase Request (MIPR) Processing. Purchase request packages sent by CNIC to a contracting office are typically funded via MIPR (DD Form 448). The MIPR amount must be based on the requiring activity's best estimate of eventual cost and MIPR amounts are to be adjusted when new information becomes available. The following procedures will apply:

1. There will be only one contract awarded or task order issued per MIPR.
2. Occasionally a reimbursable MIPR results in a contract award for less than the amount originally sent on the MIPR. If any funds remain after the contract is awarded, they must be returned to CNIC.
3. Funds may be sent on a MIPR two different ways:
 - a. A Direct Cite MIPR allows CNIC's funds to be directly cited on any contract award. Once a copy of the contract is received, it becomes the basis for the CNIC Resource Management Office to establish an obligation for the amount of the contract.
 - b. A Reimbursable MIPR gives the contracting office authority to increase its own funds by the amount sent on the MIPR and, using its own funds, establish a contract on behalf of CNIC. When the contracting office returns a MIPR Acceptance (DD Form 448-2), the CNIC Comptroller Office establishes an obligation for the amount accepted. The contracting office then conducts the procurement and awards a contract or issues a task order.
4. The conditions of any transaction for acquisition support services depend on the governing statute for that transaction. The primary governing statute for reimbursable services within the government is the Economy Act, 31 U.S.C. §1535. All DoD contracting offices and many other federal contracting offices are subject to the Economy Act, which stipulates that they must:
 - a. Award the contract prior to funds expiration or all funds must be returned to the requesting agency.
 - b. Return any excess funds to the requesting agency before they expire.

(d) The DoD IG has cited several DoD activities for inappropriate use of non-DoD contracting support and some reports have revealed significant funding irregularities and potential violations of the Anti-Deficiency Act 31 U.S.C. §1341 against the DoD activity obtaining the contracting support. DoD agencies are now required to follow the Economy Act fiscal law rules for all non-DoD contracting support. When a DoD activity uses any contracting office, including Franchise Funds and GSA, that contracting office must obligate the DoD funding by awarding or modifying a contract or order prior to funds expiration. For additional information see reference (x).

(e) MIPRs must contain the following statements:

1. MIPRs for severable services: “These funds are available for services for a period not to exceed one year from the date of obligation and acceptance of this order. All unobligated funds will be returned to the ordering activity no later than one year after the acceptance of the order or upon completion of the order, whichever is earlier.”

2. MIPRs for goods: “I certify that the goods acquired under this agreement are legitimate, specific requirements representing a bona fide need of the FY in which these funds are obligated.”

(f) The GSA does not accept funds by MIPR. GSA has implemented a real-time internet-based application to handle the transfer of funds between agencies known as Telecommunications Ordering and Pricing System (TOPS) and no longer accepts fund transfers via the MIPR system.

e. FY Constraints

(1) Appropriations. Contract performance cannot begin prior to the date of enactment of the appropriations. Reference (b) Subpart 32.703-2(a) states that “The contracting officer may initiate a contracting action properly chargeable to funds of the new FY before these funds are available; provided that the contract includes reference (b) Clause 52.232-18.” This authority may be used only for O&M and continuing services which are:

(a) Necessary for normal operations.

(b) For which Congress previously had consistently appropriated funds, unless specific statutory authority exists permitting applicability to other requirements.

(2) Contract Start Dates. The key to a FY contract that is awarded STAF is that contract performance (i.e. the start work date) cannot occur prior to enactment of the appropriation. However, performance does not have to be scheduled for the date of appropriation enactment or the first day of the next FY in the event of a continuing resolution. A conditional contract can be awarded prior to the end of a FY with a start work date programmed some time on or after 1 October of the next FY – provided actual work does not start until some date after enactment of

the appropriations or a continuing resolution. A STAF contract can be awarded after the beginning of a new FY in the absence of an appropriations act provided Congress has enacted a continuing resolution, sufficient funds have been apportioned to cover the contract and the contract does not involve a new start. Contact CNIC OGC to ensure your requirement meets these criteria.

(3) Contracts Crossing FYs. Since CNIC operates with funds that have a finite “life span,” the end of the FY often marks the limits on the use of a particular appropriation. The funding of contracts that cross FYs is largely determined by the so-called bona fide needs rule. A FY appropriation may be obligated only to meet a legitimate or bona fide, need arising in or in some cases arising prior to but continuing to exist in, the FY for which the appropriation was made. An appropriation may not be used for the needs of some time period subsequent to the expiration of its period of availability. For annual appropriations, a more common statement of the rule is that an appropriation for a given FY is not available for the needs of a future FY. The application of the bona fide needs rule depends largely on the facts and circumstances of the particular case. Normally a service contract that is funded by annual appropriations may not cross FYs, except if the contract is non-severable.

(a) A service contract is non-severable if the service represents a single undertaking, producing a single or unified outcome, product or report that cannot be subdivided for separate performance in different FYs. For example, a contract to re-carpet or paint an office is non-severable, as the customer needs the whole thing done (i.e., the end result of the service).

(b) A service is severable if it is continuing and recurring in nature or can be separated into components that independently meet a separate need of the government. Most program support contracts are continuing and recurring in nature and therefore are severable requirements. Severable services are of Government necessity for the FY; these services may not cross FYs and must be funded with an appropriation that is available at the time the service is provided. Fortunately, DoD has been granted a statutory exception to this general rule. Reference (y) provides authority for the Secretary of Defense to enter into contracts for severable services “for a period that begins in one FY and ends in the next FY if (without regard to any option to extend the period of the contract) the contract period does not exceed one year.” For example, under this authority a contract for severable services with a period of performance (POP) that runs from 15 August 2016 up to 14 August 2017, may be funded with FY16 funds. Under no circumstances should any order for severable services entered into as part of an IA, using O&M funds, extend beyond one year from the date the funds were accepted by the servicing agency.

(c) No Cost Extensions. Occasionally a requiring activity requests a no-cost extension to use expired funds remaining on a severable service contract, but while 10 U.S.C. §2410a provides authority for a severable contract to cross FYs, it does not automatically give agencies the right to extend severable contracts based on lack of acquisition planning or in order to “save” funds that have been placed on the contract. A no cost extension for a severable services contract that causes the POP to exceed 12 months or if funded by O&M, to extend

beyond one year from the date funds were accepted by the servicing agency, is not authorized and may result in a violation of the ADA.

(4) Special Funding Issues. Some of the more recent DoD and CNIC policy guidance memos on special funding topics:

(a) Use of Appropriated Funds to Purchase Light Refreshments at Conferences, GAO's decision and guidance from 27 January 2003.

(b) CNIC N80 Financial Policy Guidance on Food, provides a list of recognized exceptions, some of them overlapping, to the general rule in the context of conferences, meetings and events.

f. Contractor Access to Classified Information. All contractor personnel who will have access to classified information must possess a security clearance. This requirement must be referenced in the contractor's awarded contract. The following are the CNIC internal procedures for establishing the requirement for contractor personnel to obtain security clearance.

(1) Documenting the Requirement. The CSMO Requestor specifies in the PWS the requirement for contractor personnel to have access to classified information and to possess security clearances. The PWS identifies which positions to include, the labor categories and locations. The requiring activity also prepares a DD Form 254 "Contract Security Classification Specification."

(2) Coordination and Review. The Requestor then uploads the completed DD Form 254 to the applicable CSMO CRP for CNIC Security Office COR review.

(3) Contract Award. After CRRB approves the CRP, the CNIC CSMO will forward the DD Form 254 and other package documents to the contracting activity for award. The KO awards the contract or modification and completes the DD Form 254.

(4) Filing Requirements. The requiring activity forwards the completed DD Form 254 and a copy of the awarded contract or modification to the CNIC Security Office COR. The CNIC Security Office COR forwards and maintains the signed DD Form 254 and awarded contract or modification as required.

(5) Clearance Processing. The contractor security manager submits the necessary information to the Defense Security Service (DSS) to process the security clearance for contractor employees. DSS processes the clearance request and provides the results to contractor security manager.

(6) Contractor Documentation. The contractor security manager provides the CNIC Security Office COR with a visitor request, non-disclosure form and letter of consent for employees acquiring access to classified information.

g. Acquisition Timeline

(1) Procurement Lead Times. A major full and open procurement can often be a long process with many complex steps and milestones along the way. Acquisition planners should have an understanding of the approximate milestones for major full and open procurements, so they can allow for the necessary lead-time. The actual duration of each step will vary for different procurements depending on value, complexity, CRP quality and other factors. Therefore, CAMO IS requirement CRPs must be submitted no later than the CAMO IS submission dates in table 1 below for anticipated award prior to desired contract delivery date.

(2) Procurement Timeline. This generic timeline is meant to serve only as a guide for requiring activities to better understand the sequence of events for full and open procurements, including mandatory acquisition regulatory reviews and processing, but are NOT inclusive of other applicable policy review procedures (e.g. ITPR), which could significantly extend processing times.

CAMO IS CRP Submission <u>Before</u> Desired Delivery Date	Dollar Amount	Type of Action
330 days	>\$100M	New/Follow-On Contract
300 days	>\$6.5M to \$100M	New/Follow-On Contract
240 days	>\$1M to \$6.5M	New/Follow-On Contract
180 days	\$150,001 to \$1M	New/Follow-On Contract
150 days	>\$150,000	Annual Rental or Maintenance (Arm)
150 days	>\$150,000	Task/Delivery Orders
120 days	All	Exercise of Option
90 days	\$150,000 or less	Arm
90 days	\$25,001 to \$150,000	Purchase/Task/Delivery Orders
60 days	\$25,000 or less	Purchase/Task/Delivery Orders

Table 1, CNIC CAMO IS CRP Submission

h. Government Furnished Property. As noted in reference (cc), Government Furnished Property (GFP) is property in the possession of or directly acquired by the Government and subsequently furnished to the Contractor for performance of a contract.

(1) Examples. GFP includes, but is not limited to, spares and property furnished for production, repair, maintenance, overhaul, modification or contractor operation of Government

owned equipment and vessels, special tooling (ST) and special test equipment (STE). GFP also includes contractor-acquired property if it is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

(2) CNIC Defense Property Accountability System (DPAS) and Personal Protective Equipment (PPE) page provides guidance on GFP. Contact the CNIC Region Command Property Officer (CPO) for additional guidance and information regarding Government Furnished Equipment (GFE) and Government Furnished Materials (GFM).

i. Training Requirements. Appendix (D), Table 2 of this instruction establishes minimum training requirements to prepare CNIC personnel for the day-to-day application of contract-related doctrines and underlying ethical principles. This specification may not be inclusive of other applicable policy requirements and does not restrict CNIC personnel from pursuing additional related courses.

CHAPTER 4
CONTRACT MANAGEMENT

1. Purpose. To establish CNIC Enterprise COR policy, responsibilities, roles and processes. This guidance applies to all CNIC leadership, requiring activity representatives, COR nominating officials, COR supervisors and CORs. Per reference (b) Subpart 1.602-2(d) and reference (u) Subpart 201.602-2, a COR is required for all contracts and orders designated by the KO. The references contained in Appendix (A) of this instruction establish CNIC's COR selection standards. A key ingredient in the successful completion of the contract's intended outcomes is to manage your contracts and maintain professional relationships with everyone involved in the contracting process. It does not mean that issues of non-compliance or under-performance during the life of the contract will not arise but it increases a greater likelihood that such issues can be discussed and resolved in an open, cooperative manner.

2. Links. Key acquisition policy and procedures documents, as well as acquisition-related examples and templates, are posted on CNIC Gateway 2.0 (G2).

3. Policy. Reference (b) Subpart 1.602-2(d) and reference (u) Subpart 201.602-2 provide the overall policy on nomination, appointment and responsibilities of a COR. Reference (u) Subpart 201.602-2 stipulates that a COR shall be an employee, military or civilian, of the U.S. Government, a foreign government (i.e. direct-hire) or a North Atlantic Treaty Organization/coalition partner. In no case will contractor personnel serve as CORs. For foreign nationals, the Regions may establish additional restrictions on who is eligible to be a COR based on country agreements, use of foreign nationals in those Regions and other factors. Reference (u) Subpart 201.602-2 provides further guidance on the responsibilities of a COR and requires that a properly trained COR be designated for contract actions for services. KOs may exempt service contracts from this requirement only when the contract will be awarded using simplified acquisition procedures; the requirement is not complex; and the KO documents, in writing, why the appointment of a COR is unnecessary. For example, a COR may not be required for a contract for document shredding services under the simplified acquisition threshold (SAT), but may be required for a task order under the SAT for a multi-function base operating services task order.
 - a. DoD COR Handbook. Reference (h) addresses key aspects of contract quality surveillance and the roles and responsibilities of the KO, the COR and the requiring activity management. A primary principle throughout reference (h), is the importance of open communication between and due diligence of the KO, the COR, COR Supervisor, the requiring activity and the contractor in contract surveillance.

 - b. COR Appointment. Appointment of a COR to assist the KO in managing contract execution and monitoring contractor performance is critical in ensuring contract success. It is imperative that the KO and Requiring Activity Representative, if appropriate, ensure that the

appointed COR has the appropriate qualifications and experience commensurate with the complexity of the applicable contract. Per reference (h), the requiring activity representative is the activity needing the supplies or services. Where possible, the COR should be located in close proximity to where work is being performed to allow for regular oversight of the work and acceptance of services and other deliverables. The COR will also be appointed as a Departmental Accountable Official (DAO) to perform a technical oversight function and provide the Certifying Officer with information that confirms the overall percentage of work that was received or completed per the terms and conditions of the contract to execute invoice payment.

(1) Qualification Requirements. COR nominees must meet training requirements and other eligibility criteria as outlined in reference (z). If a non-CNIC employee is appointed as a COR on a CNIC awarded contract, the KO will ensure that the non-CNIC COR meets the CNIC qualification criteria prior to appointment.

(2) CNIC COR Training Requirements. Reference (u) Subpart 201.6 states that a COR must be qualified by training and experience commensurate with the responsibilities to be delegated per department and agency guidelines. Nominating and appointing officials must consider the complexity of the contract assignment for each COR when determining whether the appropriate training and experience requirements have been satisfied for COR appointment.

(a) Basic Training Requirement (to serve as a COR on CNIC contracts):

1. COR. Completion of CLC 106 Contracting Officer's Representative with a Mission Focus or COR/CLC 222 Contracting Officer's Representative and CLC 132 Organizational Conflicts of Interest are mandatory. Class registration is available at Defense Acquisition University (DAU).

2. COR Supervisors and Technical Evaluators. All COR Supervisors and Technical Evaluators are highly encouraged to attend COR 222, Contracting Officer Representative or CLC 106 COR with a Mission Focus course, to gain an awareness and understanding of each individual's responsibility for successful and effective contract administration and management.

3. Ethics Training. Annual Ethics training is required by reference (b).

4. Combating Trafficking in Persons (CTIP) training is required annually per reference (b).

5. Additional Specific Training. Contract specific training may be required due to issues related to the contract type, category and complexity.

(b) Refresher Training. Refresher training is considered essential for maintaining highly effective CORs and will be maintained per reference (z) and Appendix (D) of this instruction.

(c) Continuous Learning. An additional six hours of continuous learning training is required for CORs that monitor other than low risk requirements as determined by the KO. Continuous learning training is available at DAU. Selection of courses should be based on specifics of the contracting requirement, preferences of COR management and KO requirement.

(d) Additional Training. Other online systems may be required in the performance of assigned duties. CORs are highly encouraged to take training in the following key systems, if applicable:

1. Contractor Performance Assessment Reporting System (CPARS). Training is available at <http://www.cpars.gov>.

2. Wide Area Workflow. Training is available at <https://www.wawf.eb.mil/>.

(3) CNIC COR Experience Requirements

(a) Relevant Experience. COR nominee must have a minimum of six months of relevant experience in a field or position commensurate with the responsibilities that will be delegated to the COR under a specific contract or task order. Relevant experience includes knowledge or practical experience in technical, professional or administrative fields gained from what one has observed, encountered or undergone that is generally acquired through job performance, on-the-job training or through direct observation of events or activities.

(b) Desired knowledge and skills. For a COR:

1. Attention to detail.
2. Oral and written communication.
3. Business ethics.
4. Defining Government requirements.
5. Effective analytical skills.
6. Project or program management.

(c) No Conflict of Interest Requirement. In order to be eligible to serve as a COR it is imperative that the COR not have a conflict of interest, either an actual conflict or an

appearance of a conflict, with the prime contractor or any of the known subcontractors of the contract for which they have been appointed or nominated to serve as COR. This requirement continues throughout the CORs entire tenure as a COR.

c. Financial Disclosure Report. All active CORs must submit an OGE Form 450 to their activity's Ethics Counselor via their Supervisor by 15 February of each year or per their activity's filing requirements. If a COR nominee did not submit the OGE Form 450 report in the calendar year for which he/she has been nominated, they will need to fill out the OGE Form 450 report as a new entrant. The report will be signed by the CORs supervisor and submitted to the activity's Ethics Counselor. Both the CORs supervisor and the Ethics Counselor will review the form for any potential conflicts of interest.

d. Conflicts of Interest Resolution. The activity's Ethics Counselor will work with the COR, COR supervisor and KO to resolve any conflicts of interest. Per existing ethics regulations, it is the responsibility of the COR to alert his supervisor of any issues or changes that may constitute a conflict of interest.

e. Performance Appraisal Plan. Ensure the following language is incorporated in the CORs annual appraisal plans.

(1) "Serves as COR on no greater than three simultaneous, separate contracts or task orders, responsible for fully understanding the scope of delegated responsibilities and limitations of authority which vary with the type of contract and complexity of the acquisition. Monitors all aspects of the day-to-day administration of assigned contracts, in the vicinity of the preponderance of work and ensure no commitments or changes are made that affect price, quality, quantity, delivery or other terms and conditions of the contract. Reviews and evaluates contractor reports and Wide Area Workflow (WAWF) invoices to ensure they are accurate and commensurate with actual performance. Obtains clarification from the KO on any questions or issues regarding responsibilities or authority, before beginning COR duty performance. Obtains the required training and experience to be assigned and remain qualified to serve as a COR."

4. Roles and Responsibilities

a. COR Nominating Official. The COR Nominating Official is typically the COR supervisor or requiring activity manager. The COR Nominating Official is responsible for the nomination of a qualified individual to serve as a COR for each contract or order for the requiring activity. The COR Nominating Official will ensure that the prospective COR and the prospective COR supervisor understand the importance of performance of the designated COR responsibilities and allow adequate time and resources for performance of COR responsibilities. The COR Nominating Official should consult with the prospective COR and their supervisor to ensure that the COR nominee has no conflict of interest, whether actual or appearance of

conflict, that would impact his/her performing COR duties. The COR Nominating Official should consider the level of effort required to perform the assignment, including the type of contract, the complexity of the contract, the degree of oversight expected, the number of technical clarifications projected, the frequency of invoice reviews required, the distance between the CORs duty station and the contract's place of performance and any concurrent COR assignments. If performance of COR duties and responsibilities are projected to consume a majority of the employee's time, the COR nominating official should consider the assignment as full-time. COR nomination should be completed electronically through the DoD COR Tracking (CORT) Tool in WAWF.

b. COR Supervisor. The COR supervisor is required to provide oversight and monitor the performance of the CORs duties and responsibilities as well as seek performance feedback from the respective KO. Finally, the COR supervisor is required to assess and rate the CORs performance during their annual performance appraisal. This rating should include input from the applicable KO.

(1) Resources. The COR supervisor will ensure that adequate time and resources (e.g., supplies, equipment and opportunity) are available for performance of the COR responsibilities.

(2) Position Description. The COR supervisor will ensure the CORs position description (PD) accurately reflects the CORs responsibilities and must establish a performance objective for the employee to reflect the COR duties assigned. Refer to Chapter 4 paragraph 3e for specific language.

c. Contracting Officer's Representative (COR). Per reference (b) Subpart 1.604 CORs and ACORs are government representatives of a requiring activity, nominated by the requiring activity and designated (appointed) by the KO to assist in the technical monitoring and administration of a contract. This monitoring and administration is a critical component of ensuring fiscal oversight and accountability. All CNIC-appointed CORs are encouraged to review both DoD and CNIC COR guidance on an annual basis, in addition to the initial mandatory training requirements, in order to keep current on their duties and responsibilities. A COR is not authorized to appoint, delegate, re-delegate or sub-delegate COR responsibilities to another person; this includes to the COR supervisor, a Technical Point of Contact (TPOC) or SME. TPOCs and SMEs are government technical personnel providing assistance to a COR. TPOCs and SMEs are not formally appointed positions; however, technical experts are often required for successful oversight of contractor performance and may be used at the discretion of the appointed COR to assist in administration, oversight and performance assessments. TPOCs and SMEs performing COR functions must be appointed as a COR. Primary duties and responsibilities of a CNIC-appointed COR:

(1) Monitoring the Contractor. The COR must monitor the contractor's technical compliance and progress relative to assigned contracts or orders. The first step is to read and understand the terms and conditions of the contract or order assigned. The COR must maintain a

copy of the contract or order and all modifications, either in electronic or hardcopy, which will be provided by the KO to be included in the COR file.

(2) Unauthorized Commitments. The COR will avoid constructive changes or unauthorized commitments to the contract. The COR will not direct any change that affects price, quality, quantity, delivery or other terms and conditions of the contract per reference (h). The COR should advise the contractor to avoid implementing contract changes before receiving written authorization or a contract modification issued by the KO.

(3) Notification Responsibilities. The COR will notify the KO, COR supervisor and CSMO immediately of any significant event or deficiency associated with contract or order performance. CORs must not misrepresent the limits of their authority in dealings with contractors nor take any action that may constitute or appear to constitute, an informal agreement or unauthorized commitment. CORs must not misrepresent the limits of their authority in dealings with contractors nor take any action that may constitute or appear to constitute, an informal agreement or unauthorized commitment; as they may be held personally liable for that unauthorized commitment.

(4) Documenting Contractor Performance. Documenting the contractor's performance is a critical portion of the CORs duties. Per the KO's directions for periodicity and format, the COR will submit reports to the KO documenting the contractor's progress and identifying any problems or issues with the contractor's performance and recommend possible notice or action to be taken by the KO. The COR will submit the reports to the KO with a copy to the applicable COR supervisor. These reports will be in writing and may be submitted via e-mail. Responses can include comments to each reporting element or reference existing documentation to support the response:

(a) Cost and Schedule Control. COR will review contractor performance and document any significant issues that may affect successful on-time or future performance. The COR must provide recommended actions to the KO to resolve known or perceived cost or schedule control problems. For assigned cost reimbursement contracts or orders and as part of contract performance surveillance, the COR will provide assistance with the tracking of obligations and expenditures and identifying and reporting any anticipated cost overruns or underruns to the respective KO and Requiring Activity Representative.

1. Labor Disputes (actual or potential). The COR will document and report to the KO any observed labor disputes, either actual (i.e., that have occurred) or potential (i.e., that may occur outside of the reporting period), that may impact the successful performance of the contract or order.

2. Invoicing (timeliness and allocability). The COR will review the contractor's invoices submitted during the reporting period, including the supporting documentation provided by the contractor for those invoices. The COR must review this data to determine timeliness of invoicing (to ensure sound expenditure plans) and allocability of the costs incurred. The COR

should review invoices to ensure the general appropriateness of types and quantities of labor and material to the tasks being performed and the general accuracy of the invoiced amounts compared to the contractor's observed performance. Invoices are normally submitted in the WAWF system. Therefore, CORs must obtain a user account in WAWF for the purpose of reviewing invoices submitted by contractors. Reference (h) reiterates DoD policy that CORs do not approve payment requests or invoices on cost reimbursement, time and materials and labor hour contracts. The Defense Contract Audit Agency (DCAA) has authority to approve interim payment requests and the Administrative Contracting Officer (AKO) must approve final payment requests. However, a COR must contact the KO if the COR does not concur with the accuracy of the invoices or the supporting documentation. The COR must timely review invoices after notice of a payment request or invoice in WAWF and forward the recommendation for payment to the approving official within the required timeframes. The COR has the responsibility and duty to require a contractor to provide documentation to reconcile the invoice being submitted. Information and access to WAWF are available through the WAWF web site at <https://wawf.eb.mil>.

3. Quality Assurance (QA). The COR must include any significant quality performance failures in the COR report to the KO (such as adverse QA reports or contract non-compliance notices). The COR should record surveillance conducted and will report on any deficiencies, delays or significant shortcomings in the contractor's performance during the reporting period. The COR will report the results and any actions taken (such as remarks in Quality Control (QC) or QA report or non-compliance notices) to the KO. Reporting will be based on requirements in the contract or order.

4. Vulnerability to Fraud. The COR will document and report to the KO any known or perceived vulnerability to fraud associated with contract or order performance.

5. Contract Performance Completion. The COR must clearly document the completion of contract performance and final payment in their final COR Report.

6. Performance Assessment. The COR will provide timely input into CPARS performance assessment system as required and derived from COR reports and other performance information available, such as award fee or incentive fee evaluations. CPARS reports will be submitted electronically via the CPARS web site at <http://www.cpars.gov>. Additional information on CPARS, including training, is also available at this web site.

7. COR File

a. COR File Contents. As required by references (h) and (i), the COR will maintain a file for each contract or order assigned. The COR File may be maintained as a hardcopy file, but may also be maintained electronically or a combination of both if organized and cross referenced, as long as it is accessible for audit purposes and posting is to an access restricted portal or other electronic data storage system that is approved for use. Not all items

need be physically in the COR File as long as the COR File references the location and availability of the document. At a minimum, the COR File will include:

- (1) Copy of COR Appointment Letter (signed and acknowledged) and other documentation describing the CORs duties and responsibilities.
- (2) Copy of contract or order and all modifications.
- (3) Record individual surveillance conducted, any results and corrective actions taken.
- (4) Minutes of Post-Award Conference, if conducted.
- (5) Copy of all other critical correspondence, including e-mails, between COR and the contractor, including any approvals provided.
- (6) Copy of all critical written communications with the KO, Requiring Activity Representative and COR Supervisor.
- (7) Copy of trip report where visits to contractor's offsite facility or other contract related travel that requires temporary additional duty (TAD) travel.
- (8) Log of all deliverables as required by the contract or order.
- (9) Copy of COR Reports.
- (10) Documentation of significant changes affecting the contract, such as mergers, re-negotiations, labor disputes, plant shutdowns, etc.
- (11) Log of all contractor submissions, including tracking data from initial delivery through government review, comment and final delivery, as required.
- (12) Record of any inspections witnessed by the COR under the contract or order, including when and how the inspections were accomplished and the results.
- (13) Documentation (such as remarks in QC reports, QA reports and non-compliance notices) of deficiencies observed, performance failures, late deliveries, non-conforming items or work, security violations, hazardous working conditions, safety and occupational health violations or any improper use of Government material, etc.
- (14) Copy of any other significant documentation necessary to provide a contract history. This may include contractor submitted progress reports, review briefings, etc.

b. COR File Availability and Maintenance. The COR File (hardcopy or electronic file or both) will be available for review by the KO or other official(s) (i.e., Inspector General (IG), Procurement Performance Management and Assistance Program (PPMAP)). The COR File will be maintained until the end of contract performance, when it will be turned over to the KO for inclusion as part of the official contract file.

(b) Contractor Manpower Reporting. Per reference (aa), CNIC CORs will enter service contractor performance data into the Enterprise Contractor Manpower Reporting Application (ECMRA). ECMRA allows the Navy to submit an annual Inventory of Contracts for Services (ICS) to Congress and to fully understand and better account for the total DON workforce, provide better oversight and ensure full value of contracted services.

1. Reported Data. The COR will document and report the number of contractor employees using direct labor hours and associated cost data collected from contractors.

2. ECMRA CORs and Contracting Officer's Technical Representative User Guide. The ECMRA COR/COTR User Guide contains information that will help you use the ECMRA effectively.

(5) Appointment Duration. A CORs appointment is effective for the entire period of performance of the contract or order unless specifically revoked by the KO in writing.

(6) Reassignment. A COR will notify the KO in writing, at least five days in advance of a pending reassignment, new employment, retirement or contract completion. A copy of the notification must be placed in the COR File. If the COR is re-assigned or the appointment is revoked, the COR will ensure all reports, records and communications are made available to the successor COR, KO, COR supervisor or requiring activity representative, as applicable.

(7) Prolonged Absence. In the event of prolonged absence preventing a COR from performing COR related duties and responsibilities, the COR or COR Supervisor will notify the KO.

(8) Multiple or Alternate CORs (ACOR)

(a) Workload Requirements. A KO may determine that multiple CORs are required to assist in the technical monitoring or administration of a contract or order. In general, multiple CORs will be necessary where performance occurs in multiple, geographically-disparate places of performance or where the complexity of the contract is such that assigning a single COR is insufficient in meeting the requirements to oversee and manage the contract effectively

(b) Assignment Revision. As discussed in reference (z), if multiple CORs are employed, the KO will issue or revise existing COR appointment letters to designate the specific assignment responsibilities of all CORs to be appointed for the contract or order. This may include assignments by Contract Line Item Number (CLIN) or Sub-contract Line Item Number

(SLIN). The KO will also document multiple CORs, by name, in the applicable contract or order. The KO will perform monitoring and surveillance duties that include all CORs assigned to a contract or order.

(c) Continuity Requirements. A KO may also determine that an ACOR is required in order to ensure continuity of contract technical monitoring or administration when the Primary COR is absent. The KO may designate an ACOR to a specific contract or order or selected CLINs or SLINs of the contract or order, to perform the responsibilities of the COR in the CORs absence. The nomination and appointment letters for the ACOR, as well as the contract, will explicitly state that the ACOR will act only in the absence of the COR. The nomination and appointment process, the required experience and training requirements detailed in this instruction are identical for both the COR and the ACOR.

APPENDIX A
REFERENCES

- a. DoD Directive 5500.07, Standards of Conduct
- b. Federal Acquisition Regulation (FAR)
- c. Secretary of Defense's memo, "Ethics, Integrity and Accountability" of 12 February 2016
- d. CNIC Force Judge Advocate's (FJA) Office memo, "Force Judge Advocate's Ethics Orientation" of 6 November 2013
- e. U.S. Office of Government Ethics Guide
- f. 31 U.S.C. §1301(a), Purpose Statute
- g. OPNAVINST 3440.17A
- h. DOD COR Handbook, 22 March 2013
- i. CNICINST 5200.2
- j. ASN (RD&A) memo, Reducing Reliance on Bridge Contracts, 1 Oct 12
- k. Navy/Marine Corps Acquisition Regulation Supplement (NMCARS)
- l. CNICINST 2000.4
- m. 41 U.S.C. §423, Procurement Integrity Act
- n. DoD Instruction 1100.22, Policy and Procedures for Determining Workforce Mix
- o. SECNAVINST 5510.36A
- p. CNICINST 5531.1
- q. DoD Instruction 5000.74, Defense Acquisition of Services
- r. Defense Federal Acquisition Regulation Supplement (DFARS)
- s. DASN (ACQ) with ASN (RD&A) memo, Management and Oversight Process for the Acquisition of Services (Revised) (MOPAS 2), 1 December 2006

- t. Public Law 103-355, Federal Acquisition Streamlining Act (FASA) of 1994
- u. Defense Federal Acquisition Regulation Supplement (DFARS), Procedures, Guidance and Information (PGI)
- v. Public Law 106-398 (§821), Improvements in Procurements of Services
- w. Defense Acquisition Guidebook
- x. CNIC Memorandum, Assisted Interagency Acquisitions (IA) using the Economy/Non-Economy Act Authority, 10 Mar 11
- y. 10 U.S.C. § 2410(a), Contracts for Periods Crossing FYs: Severable Service Contracts; Leases of Real or Personal Property
- z. DODINST 5000.72
- aa. 10 U.S.C. § 2330(a), Procurement of Services: Tracking of Purchases
- ab. CNICINST 4000.1C
- ac. CNICINST 7320.1B
- ad. CNICINST 3432.2A

APPENDIX B
ONLINE RESOURCES

- a. Defense Acquisition University – Glossary of Defense Acquisition Acronyms and Terms:
<https://www.dau.mil/glossary/Pages/Default.aspx>
- b. Defense Technical Information Center – Department of Defense Dictionary of Military and Associated Terms: http://www.dtic.mil/doctrine/new_pubs/dictionary.pdf
- c. Deputy Assistant Secretary of the Navy for Acquisition and Procurement – Acquisition One Source: <http://www.secnav.navy.mil/rda/OneSource/Pages/default.aspx>
- d. Defense Acquisition University – Acquisition Community Connection:
<https://www.dau.mil/community-hub>
- e. ASI Government (DASN AP funded) – Virtual Acquisition Office:
<https://www.gotovao.com/>
- f. Commander, Navy Installations Command Contract Service Management Office – Gateway:
<https://g2.cnic.navy.mil/tscnichq/N5/N51/default.aspx>

APPENDIX C
INTEGRATED PRIORITY LIST (IPL) SAMPLE

Contract Integrated Priority List (IPL) Basic Template

TOTAL IPL \$9,999,999.99

AP PR OV AL	Pri	Funding Status	Serial #	Recur Status	Reqmnt Title	Reqmnt Description	SIC	CAC Title	Planned Execution Quarter	Funds Avail	Budget / Estimated Labor Hours (as applicable)	COMMENTS	HPD POC
	1	Funded	FY17- N42- 001	New to HQ IPL	HQ Labor and Support	Replacement of mooring riser segments that are <90% identified during inspection.	0FX	9250- Service Work-Non SRM	FY17 Q2	Not in Budget	\$279,271	Concur that OMN funding cannot be used.	John Smith
	2	Funded	FY17- N42- 002	Prior FY Unfunded	Planning and Real Estate Package Developme nt	CNIC GIS Strategic Integration Plan Development, NAVFAC/CNIC GIS LIASON, Consulting	0FP	9330-Real Estate Execution	FY17 Q3	In Budget	\$161,186 / 2080	Non-concur the current guard booth is a pre- fabricated structure and can be purchased.	Jane Smith
	3	Funded	FY17- N42- 003	Recurring	Geospatial Planning / Analysis Info Services	Midlant Cadastral Documents Update & Maintenance Project (In-House and Equipment)	0UT	87T0- Financed Energy Proj Mgmt Payments	FY17 Q4	In Budget	\$2,000,000 / 20,685	Specific projects are TBD and will be issued either through contract or transfer of controls to the Regions.	John Doe

KEY

Approval: CAB Chair Decision - Approved/Disapproved	SIC: Special Interest Code (SIC)
Priority: Descending Ranking of Significance	CAC Title: Cost Account Code Title
Funding Status: Funded or Unfunded	Planned Execution Quarter: Anticipated quarter for procurement
Serial #: FY17-NCODE BRANCH-SERIAL NUMBER (ascending)	Funds Availability: In Budget/Not in Budget
Recurring Status: New / Recurring / Non-recurring / Prior FY Unfunded	Budget: Total Budgeted Acquisition Cost
Requirement Title: Clear and Concise Designation for the Requirement	Comments: Written remark expressing an opinion or reaction
Requirement Description: Brief explanation of the specific requirement	HPD POC: First and Last Name of POC in charge of this requirement

APPENDIX D
CNIC CSMO TRAINING REQUIREMENTS

COURSE NAME	Combating Trafficking in Persons	Combating Human Trafficking for DOD Acquisition Professionals	Simplified Acquisition Procedure	Contract Source Selection	Contracting for the Rest of Us	Services Acquisition	Commercial Item Determination Executive Overview	Past Performance Information	Managing Government Property in the Possession of Contractors	Competition Requirements	COR with a Mission Focus	OPSEC Contract Requirements (as required)	Strategic Sourcing Overview	Organizational Conflicts of Interest	Contracting Officer's Representative (COR)	Market Research for Engineering and Technical Personnel	Improved Statement of Work
RECURRENCE	1 year	1 year	5 year	5 year	3 year	5 year	5 year	5 year	5 year	5 year	1 year	5 year	5 year	5 year	3 year	5 year	3 year
CRRB	X				X									X			
CSMO		X	X	X		X		X	X	X			X		X	X	X
CSMO Analyst		X	X	X		X		X	X	X			X		X	X	X
CSMO IS Administrator		X	X	X		X		X	X	X			X		X	X	X
N-code or SA Director	X				X			X			X	X	X				
N-code or SA Approver		X				X		X			X	X	X			X	
N-code or SA Requestor		X	X			X	X	X	X	X		X	X	X		X	
Office of General Counsel (OGC) Personnel	X																
Information Technology Directorate	X							X			X						
Financial Management Directorate	X																
Total Force Management Directorate		X												X			
Command Security Program		X															
Contracting Officer's Representatives (COR)		X									X				X		
All CNIC Military and Government	X																

Table 2, CNIC CSMO Training Requirements

APPENDIX E
CONTRACTOR EMPLOYEE NON-DISCLOSURE AGREEMENT

CONTRACTOR EMPLOYEE NON-DISCLOSURE AGREEMENT

It is understood that as part of my duties under Contract No. _____, I may come in contact with Government procurement sensitive information or proprietary business information from other contractors (e.g., cost data). I, as a Government contractor, certify that I will not disclose, publish, divulge, release or make known, in any manner or to any extent, to any individual other than an appropriate or authorized Government employee, the content of any procurement sensitive information provided during the course of my employment. I understand that for the purpose of this agreement, procurement sensitive information is to include procurement data, contract information, plans, strategies and any other information that may be deemed sensitive.

I further certify that I will use proprietary business information only for official purposes in the performance of Contract No. _____ and will disclose such information only to those individuals who have a specific need to know in performance of their official Government duties. I hereby agree not to disclose to others any contractual information, including, but not limited to, proprietary information, trade secrets, financial data and technical proposals which will be presented to me by the Contracting Officer or other Government Official. I agree that the described information is "inside information" and will not be used for private gain by myself or another person, particularly one with whom I have family, business or financial ties. For the purposes of this agreement, "inside information" means information obtained under Government authority which has not become part of the body of public information. I specifically will not disclose any such information to employees of my company or any other contractor employees who have not signed this agreement. I will take all reasonable precautions to prevent the unauthorized disclosure and use of such information.

I hereby certify that I have read the non-disclosure agreement described above and I am familiar with the directives and policies governing the disclosure of procurement sensitive information. I will fully and completely observe these directives and will not disclose such information to any unauthorized person or use any information obtained for private use or gain at any time, including subsequent to the performance of duties under

NAME (Please Print): _____.

SIGNATURE: x _____

DATE: ____/____/____