

Table of Contents

PART 1 – FEDERAL ACQUISITION REGULATIONS SYSTEM	1
SUBPART 1.1 – PURPOSE, AUTHORITY, ISSUANCE.....	1
1.101 Purpose of the Acquisition Instruction (AI).....	1
1.170 Peer Reviews of Contracts for Supplies and Services	2
SUBPART 1.3 – AGENCY ACQUISITION REGULATIONS	5
1.304 Agency Control and Compliance Procedures.....	5
1.304-120 Agency Control and Compliance Procedures – Procurement Management Reviews (PMRs).....	6
SUBPART 1.4 – DEVIATIONS FROM THE FAR, DFARS, OR AFARS	6
1.402 Policy	6
SUBPART 1.6 – CAREER DEVELOPMENT, CONTRACTING AUTHORITY, AND RESPONSIBILITIES	6
1.601 General.....	6
1.602-2 Responsibilities – Contracting Officer’s Representative Guidance.....	8
1.602-3 Ratification of Unauthorized Commitments (UACs).....	8
1.603-1 General – Selection, Appointment, and Termination.....	9
1.603-2 Selection.....	10
1.603-4 Termination.....	10
SUBPART 1.7 – DETERMINATIONS AND FINDINGS	10
1.704 Content.....	10
SUBPART 1.120 – OMBUDSMAN PROGRAM	10
1.1200 Purpose	10
1.1201 Solicitation Provision and Contract Clauses.....	11
PART 2 – DEFINITION OF WORDS AND TERMS.....	11
SUBPART 2.1 – DEFINITIONS	11
Afghan Host Nation Business	11
Iraqi Host Nation Business	11
Contingency Micro-Purchase Threshold	12
Contingency Simplified Acquisition Threshold (SAT)	12
Contingency Test Program for Certain Commercial Items.....	12
PART 3 – IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST	12
SUBPART 3.1 – SAFEGUARDS	12
3.104 Procurement Integrity.....	12
3.104-2 General.....	13
3.104-5 Disqualification	13
3.104-7 Violations or Possible Violations.....	14
SUBPART 3.2 – CONTRACTOR GRATUITIES TO GOVERNMENT PERSONNEL	14
3.201 Applicability.....	14
PART 4 – ADMINISTRATIVE MATTERS	14
SUBPART 4.6 – CONTRACT REPORTING.....	14
4.602 Policy	14
SUBPART 4.8 – GOVERNMENT CONTRACT FILES	15
4.802 Contract Files.....	15
4.804-5 Procedures for Closing out Contract Files.....	15
SUBPART 4.70 – UNIFORM PROCUREMENT INSTRUMENT IDENTIFICATION NUMBERS.....	15
4.7003 Basic Procurement Instrument Identification (PII) Numbers.....	15
PART 5 – PUBLICIZING CONTRACT ACTIONS	15

SUBPART 5.1 – DISSEMINATION OF INFORMATION	15
5.101 Methods of Disseminating Information	15
SUBPART 5.2 – SYNOPSES OF PROPOSED CONTRACT ACTIONS.....	15
5.202 Exceptions	15
5.207 Preparation and Transmittal of Synopses	16
SUBPART 5.3 – SYNOPSES OF CONTRACT AWARDS	16
5.303 Announcement of Contract Awards.....	16
SUBPART 5.4 – RELEASE OF INFORMATION	17
5.403 Requests from Members of Congress.....	17
PART 6 – COMPETITION REQUIREMENTS	17
SUBPART 6.3 – OTHER THAN FULL AND OPEN COMPETITION	17
6.304 Approval of the Justification	17
SUBPART 6.5 – COMPETITION ADVOCATES.....	17
6.501 Requirements.....	17
PART 7 – ACQUISITION PLANNING.....	18
SUBPART 7.1 – ACQUISITION PLANS.....	18
7.103 Policy	18
SUBPART 7.4 – EQUIPMENT LEASE OR PURCHASE.....	18
7.401 Acquisition Considerations.....	18
7.470 Statutory Requirements.....	19
PART 8 – REQUIRED SOURCES OF SUPPLIES AND SERVICES.....	19
SUBPART 8.4 – FEDERAL SUPPLY SCHEDULES.....	19
8.405-6 Limited Sources (Exceptions to Fair Opportunity).....	19
PART 9 – CONTRACTOR QUALIFICATIONS	19
SUBPART 9.1 – RESPONSIBLE PROSPECTIVE CONTRACTORS	19
9.105-2 Procedures - Determinations and Documentation.....	19
SUBPART 9.4 – DEBARMENT, SUSPENSION, AND INELIGIBILITY	19
9.404 Excluded Parties List System (EPLS)	19
PART 13 – SIMPLIFIED ACQUISITION PROCEDURES.....	20
SUBPART 13.3 – SIMPLIFIED ACQUISITION METHODS	20
13.301 Government Wide Commercial Purchase Card (GPC)	20
13.306 SF 44, Purchase Order – Invoice – Voucher.	20
PART 15 – CONTRACTING BY NEGOTIATION.....	21
SUBPART 15.000 – SCOPE OF PART.....	21
SUBPART 15.3 – SOURCE SELECTION	21
15.303 Responsibilities.....	21
PART 16 – TYPES OF CONTRACTS.....	21
SUBPART 16.5 – INDEFINITE DELIVERY CONTRACTS	21
16.500 General - Indefinite Delivery Indefinite Quantity (IDIQ) Contracts, Single or Multiple Awards.....	21
16.504 Indefinite Delivery Contracts	22
16.505 Ordering	22
16.506 Solicitation Provisions and Contract Clauses	22
SUBPART 16.6 – TIME AND MATERIALS, LABOR-HOUR, AND LETTER CONTRACTS	22
16.603 Letter Contracts.....	22
16.603-3 Limitations	22
PART 22 – APPLICATION OF LABOR LAWS TO GOVERNMENT ACQUISITIONS.....	22
SUBPART 22.17 – COMBATING TRAFFICKING IN PERSONS.....	22

22.1705-120 Solicitation Provisions and Contract Clauses	22
PART 23 – ENVIRONMENT, ENERGY AND WATER EFFICIENCY, RENEWABLE ENERGY TECHNOLOGIES, OCCUPATIONAL SAFETY, AND DRUG-FREE WORKPLACE.....	22
SUBPART 23.120 – REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS	22
23.1201 Solicitation Provisions and Contract Clauses	22
PART 24 – PROTECTION OF PRIVACY AND FREEDOM OF INFORMATION	23
SUBPART 24.2 – FREEDOM OF INFORMATION ACT	23
24.203 Policy	23
PART 25 – FOREIGN ACQUISITION	23
SUBPART 25.8 – OTHER INTERNATIONAL AGREEMENTS AND COORDINATION	23
25.802 Procedures	23
25.802-71 End User Certificates.....	23
SUBPART 25.10 – ADDITIONAL FOREIGN ACQUISITION REGULATIONS	24
25.1002 Use of Foreign Currency.....	24
SUBPART 25.74 – DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	24
25.7402 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	24
SUBPART 25.77 – ACQUISITIONS IN SUPPORT OF OPERATIONS IN IRAQ OR AFGHANISTAN	24
25.7700 Scope	24
25.7703 Acquisition of Products or Services Other than Small Arms	25
25.7704-120 Vendor Vetting (Iraq and Afghanistan).....	27
25.7704-1201 Purpose	27
25.7704-1202 Applicability	27
25.7704-1203 Procedures	27
SUBPART 25.120 – COMMANDERS’ EMERGENCY RESPONSE PROGRAM (CERP) IN SUPPORT OF OPERATIONS IN IRAQ OR AFGHANISTAN.....	31
25.1200 Scope of Subpart	31
25.1201 Definitions	31
25.1202 Policy	31
25.1203 Procedures	32
25.1204 Thresholds.....	34
25.1205 Solicitation Provisions and Contract Clauses	35
PART 28 – BONDS AND INSURANCE.....	35
SUBPART 28.1 – BONDS AND OTHER FINANCIAL PROTECTIONS.....	35
28.102 Performance and payment Bonds and Alternative payment Protections for Construction Contracts	35
SUBPART 28.3 – INSURANCE	35
28.305 Overseas Workers Compensation and War Hazard Insurance	35
28.309 Contract Clauses for Workers Compensation Insurance	36
PART 32 – CONTRACTING FINANCING.....	37
SUBPART 32.11 – ELECTRONIC FUNDS TRANSFER	37
32.1106 Electronic Funds Transfer (EFT) Mechanisms	37
32.1007 Payment Information	38
32.1110 Solicitation Provision and Contract Clauses.....	38
PART 33 – PROTESTS, DISPUTES, AND APPEALS.....	39
SUBPART 33.1 – PROTESTS.....	39
33.102 General.....	39
33.103 Protests to the Agency	39

33.104 Protests to GAO.....	41
33.106 Solicitation Provision and Contract Clauses.....	41
PART 36 – CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS.....	41
SUBPART 36.1 – GENERAL.....	41
36.104 Policy.....	41
SUBPART 36.2 – SPECIAL ASPECTS OF CONTRACTING FOR CONSTRUCTION.....	42
36.273 Construction in Foreign Countries.....	42
SUBPART 36.5 – CONTRACT CLAUSES.....	42
PART 37 – SERVICE CONTRACTING.....	43
SUBPART 37.5 – ARMY MANAGEMENT AND OVERSIGHT OF THE ACQUISITION OF SERVICES.....	43
37.590-6 Army Service Strategy Panel (ASSP).....	43
SUBPART 37.6 – PERFORMANCE-BASED ACQUISITION.....	43
37.604 Quality Assurance Surveillance Plans (QASP).....	43
SUBPART 37.9 – ACCOUNTING FOR CONTRACT SERVICES.....	44
5137.9601 Accounting for Contract Services.....	44
PART 45 – GOVERNMENT PROPERTY.....	44
SUBPART 45.1 – GENERAL.....	44
45.107 Contract Clauses.....	44
PART 46 – QUALITY ASSURANCE.....	45
SUBPART 46.7 – WARRANTIES.....	45
46.710 Contract Clauses.....	45
PART 52 – CLAUSES.....	45
APPENDICES.....	46
APPENDIX 1 -- REVIEW AND APPROVAL THRESHOLD MATRIX.....	46
APPENDIX 2 -- AI PART 52 - CLAUSES.....	46
APPENDIX 3 -- ACTIVE AND INACTIVE DoDAACS AND DoD ORDER CODES.....	46
APPENDIX 4 -- LIST OF COALITION PROVISION AUTHORITY CONTRACTS TRANSFERRED TO C-JTSCC.....	46
APPENDIX 5 –ACRONYM LISTING / GLOSSARY OF TERMS.....	46
RESOURCE LIBRARY.....	46
SECTION 1 - DPAP AND ASA/ALT DELEGATIONS TO HCA.....	46
SECTION 2 - POLICY GUIDANCE.....	46
SECTION 3 - STANDARD OPERATING PROCEDURES (SOPs).....	46
SECTION 4 - THEATER BUSINESS CLEARANCE (TBC).....	46
SECTION 5 – GOVERNMENT PURCHASE CARD (GPC).....	46
SECTION 6 - SAMPLES AND TEMPLATES.....	46
SECTION 7 - COMMON ACQUISITION LINKS.....	46

PART 1 – FEDERAL ACQUISITION REGULATIONS SYSTEM

SUBPART 1.1 – PURPOSE, AUTHORITY, ISSUANCE

1.101 Purpose of the Acquisition Instruction (AI)

(a) The Department of the Army has been designated the Executive Agent (EA) for Contracting in Iraq and Afghanistan. As such, all CENTCOM-Joint Theater Support Contracting Command (C-JTSCC) contracting activities must comply with the [Federal Acquisition Regulation \(FAR\)](#), the [Defense Federal Acquisition Regulation Supplement \(DFARS\)](#), and the [Army Federal Acquisition Regulation Supplement \(AFARS\)](#) requirements when soliciting, awarding, and administering contractual actions.

(b) The AI applies to the following offices: The Office of the Senior Contracting Official (SCO) in Iraq and its subordinate contracting activities; the Office of the SCO in Afghanistan and its subordinate contracting activities; and the Principal Assistant Responsible for Contracting-Continental United States (PARC-CONUS)/Army Contracting Command located at Rock Island, Illinois, (ACC-RI) which provides reachback support for contingency operations in Iraq and Afghanistan under delegated PARC authority.

(c) The AI does not apply to other DoD activities soliciting and awarding contractual actions requiring delivery of goods or performance of services in Iraq or Afghanistan; these activities must comply with the [Theater Business Clearance \(TBC\)/Contract Administration Delegation \(CAD\) process](#) in accordance with DoD policy guidance.

(d) The AI is not intended to repeat, paraphrase, or otherwise restate material contained in the FAR or higher-level agency regulations. The information in the AI will not conflict or be inconsistent with FAR content as prescribed in FAR 1.304(b). The AI will supplement and provide C-JTSCC specific acquisition information.

(e) The Acquisition Instruction (AI) is issued under the authority of [FAR 1.301](#), [DFARS 201.304](#), and [AFARS 5101.304](#). The C-JTSCC Policy Directorate maintains the AI. Updates are typically issued in January and July of each Calendar Year (CY). Interim changes may be published as [Interim Policy Directives \(IPDs\)](#) which are effective until formal incorporation into the AI, rescission, cancellation or expiration.

(f) The AI implements the [Federal Acquisition Regulation \(FAR\)](#), the [Defense Federal Acquisition Regulation Supplement \(DFARS\)](#), and the [Army Federal Acquisition Regulation Supplement \(AFARS\)](#) to establish uniform policies and procedures for all C-JTSCC contracting activities. It does not restrict the exercise of good business judgment or stifle innovation. ***The AI is not a stand-alone document.***

(g) Recommendations for changes, additions, and deletions to the AI are encouraged and should be submitted to the C-JTSCC Policy Directorate at ccc.policy.grp@ccc.centcom.mil.

(h) The AI contains numerous internal and external hyperlinks; please report any issues with hyperlinks to the C-JTSCC Policy Directorate at mailbox ccc.policy.grp@ccc.centcom.mil.

C-JTSCC Acquisition Instruction (1 September 2011)

(i) PARCs, SCOs, and Chiefs of the Regional Contracting Centers (RCCs) may issue local instructions and procedures, except as outlined in [DFARS 201.304](#) and [AFARS 5101.304](#). A copy must be provided to the C-JTSCC Policy Directorate mailbox at ccc.policy.grp@ccc.centcom.mil when issued or updated. Local instructions and procedures that are not peculiar to one RCC/PARC/SCO will be recommended for inclusion in the AI.

1.170 Peer Reviews of Contracts for Supplies and Services

(a) [DFARS Section 201.170, Peer Reviews](#); [DFARS Procedures, Guidance and Information \(PGI\) 201.170, Peer Reviews](#); [AFARS Section 5101.170, Peer Reviews](#); and Defense Procurement and Acquisition Policy (DPAP) Memorandum dated 29 September 2008 established the DoD policy for Peer Reviews.

(b) Peer Reviews of Solicitation and Contracts for Supplies and Services \$1B or More.

(1) For requirements \$1B or more, C-JTSCC contracting activity will prepare and submit a rolling forecast to the C-JTSCC Policy Directorate at the end of each quarter (31 March, 30 June, 30 September, and 31 December). The C-JTSCC Policy Directorate will consolidate and submit to Deputy Assistant Secretary (Procurement) (DASA(P)). The ACC-RI will follow their regular reporting channels.

(2) All requirements over \$1B are deemed complex procurements and will be solicited and awarded by PARC-CONUS under the Memorandum of Agreement (MOA) between ACC, C-JTSCC, and DASA(P) unless otherwise approved by the C-JTSCC Commander or Deputy Commander.

(3) To initiate a DPAP-led Peer Review, the C-JTSCC contracting activity/ACC-RI Contracting Officer will notify the C-JTSCC Policy Directorate by email at ccc.policy.grp@ccc.centcom.mil. The notification will include the PARC/SCO's determination that the acquisition has been reviewed in accordance with their internal procedures, to include a Solicitation Review Board (SRB) (prior to solicitation issuance) and/or a Contract Review Board (CRB) (prior to contract award) chaired by the Head of the Contracting Activity (HCA), and that the documents are ready for higher level review. The C-JTSCC Policy Directorate will coordinate with the DASA (P) representative who will contact the DPAP representative for initial coordination. The DPAP-led Peer Review will be planned for 30 days before solicitation issuance.

(4) Each DPAP-led Peer Review will be conducted on site at the local contracting office unless special arrangements are made which may permit SIPRNET, VTC, or other electronic means in executing the Peer Review. Personnel at the local contracting office will provide the DPAP-led Peer Review Team with access to the documents set forth in the OSD Peer Review Pre-Award and Post-Award Toolkit. The length of the Peer Review will depend on the value and complexity of the acquisition under review. When the review is complete, the Peer Review team will share their findings with the senior procurement official and the Contracting Officer. The results and recommendations are intended to be advisory in nature. In the event the Peer Review report includes a recommendation that is identified as "significant" and the Contracting Officer does not intend to follow that recommendation, the HCA must be made aware of this fact before action is taken (or inaction, as applicable) that is contrary to the recommendation. Upon disposition of the findings, the Contracting

C-JTSCC Acquisition Instruction (1 September 2011)

Officer will provide a synopsis of the findings and the ultimate resolution to the PARC/SCO Policy office and the C-JTSCC Policy Directorate for subsequent sharing of best practices and insights across the enterprise.

(c) Peer Reviews of Solicitation and Contracts for Supplies and Services Less than \$1 Billion.

(1) As outlined in [AFARS 5101.170](#) all solicitations and contracts greater than \$50M but less than \$1B ([DFARS 201.170](#)) will be approved through a Solicitation Review Board (SRB)/Contract Review Board (CRB) peer review process. The Contracting Officer will resolve all comments from the SRB and CRB prior to attaining clearance for solicitation release and contract award. The [resource library](#) includes sample SRB/CRB toolkits when conducting peer reviews above \$50M but less than \$1B.

(2) Peer review requirements apply regardless of the type of item or service to be acquired under contract (Supply, Service, or Construction), contract type (Agreements, Purchase Orders, or C or D type Contracts), or solicitation procedures (Part 8, 12, 13, 14, 15, 16, or any combination thereof). As outlined in [FAR Part 13](#), this includes agreements, requirements, and indefinite delivery contracts where the base contract instrument must be approved based upon the total estimated value of the contract instrument (maximum ceiling value). Estimated contract values must include the value of the six-month option to extend service clause [FAR 52.217-8](#), if the applicable clause is included in the solicitation and contract. Peer review requirements apply regardless of whether competitive or non-competitive procedures are used.

(3) The purpose of the SRB/CRB is to review and assess the pre-solicitation, solicitation, and contract award documents for consistency, sufficiency, compliance and application of sound business practices. At a minimum, the SRB and CRB members will represent the contracting and legal communities. Consideration should also be given to including representatives from the local resource management/comptroller and requirements communities consistent with the nature and complexity of the requirement. Participation by the special competition advocate should be considered when the requirement involves non-competitive actions. Whenever possible, the same members will participate in both the SRB and CRBs.

(4) To achieve a greater level of consistency and standardization, generic SRB/CRB toolkits were developed to serve as the foundation for reviews across the enterprise. Sample toolkits are contained in the [resource library](#). Each PARC/SCO is encouraged to supplement these criteria as appropriate for their specific organizational and functional requirements. Additional specialty requirements toolkits (such as for construction) may be developed as necessary.

(5) All solicitation and contracts with an estimated value of \$250M but less than \$1B will be reviewed by a SRB and CRB chaired by the HCA, without authority to re-delegate.

(6) All solicitation and contracts with an estimated value of \$50M but less than \$250M will be reviewed by a SRB and CRB chaired by the PARC/SCO, without authority to re-delegate.

C-JTSCC Acquisition Instruction (1 September 2011)

(7) Waivers of SRB/CRBs > \$50M < \$1B may only be granted by the respective review board chairperson. Waivers will be in writing, provide detailed rationale justifying the circumstances for the waiver (such as unusual and compelling urgency), and be included as part of the official contract file. Waivers based solely on lack of time or failure to allot sufficient time for reviews should not be granted. Request for HCA SRB/CRB waivers should be submitted to the C-JTSCC Policy Directorate.

(d) Internal "Independent" Peer Reviews of all contract actions less than \$50M.

(1) PARC/SCOs are authorized to leverage existing review processes to the maximum extent practicable provided the processes are consistent with the spirit and intent of peer reviews. To implement this requirement, C-JTSCC has developed internal peer review thresholds for actions less than \$50M as outlined in Appendix 1.

(2) Internal peer reviews less than \$50M include reviews of all contract actions, including but not limited to: agreements Blanket Purchase Agreements/Basic Ordering Agreements (BPAs/BOAs), calls against agreements, purchase orders, delivery orders, task orders, based on the aggregate dollar value of the contract action, including options.

(e) The following information is required as supporting documentation for review and approval of SRBs/CRBs. Approval is required prior to entering discussions.

SRB/Internal Review package solicitation/contracts contents:

- (1) Pre-Negotiation Objective Memorandum (POM) with attachments and enclosures;
- (2) Solicitation and all Amendments thereto, with attachments. Include an amendment summary, which explains what, if any, RFP requirements (technical and contractual) were changed and why;
- (3) Source Selection Plan (SSP), if applicable;
- (4) All non-compliance notices generated as a result of initial proposal screening, with associated Determination & Findings, as applicable;
- (5) The supporting Source Selection Evaluation Board (SSEB) analysis and findings to ensure the evaluation of offers was consistent with the SSP and RFP criteria;
- (6) Competitive Range Determination; and
- (7) Any other document deemed pertinent by the Contracting Officer.

SRB Modifications:

- (1) POM with attachments and enclosures;
- (2) Conformed copy of the contract;
- (3) Purchase Request;
- (4) Independent Government Cost Estimate (IGCE); and
- (5) Any other document deemed pertinent by the Contracting Officer.

The following information is required as supporting documentation for review and approval of CRBs. Approval is required prior to award.

CRB/internal review package solicitation/contract contents:

C-JTSCC Acquisition Instruction (1 September 2011)

- (1) PNM (or Combined POM/PNM) with all attachments/enclosures;
- (2) The supporting SSEB analysis and findings;
- (3) Any meeting minutes memorializing discussions between the Government and offerors;
- (4) All evaluation notices generated as a result of deficiencies in the offerors' proposals as well as the offerors' responses to those evaluation notices;
- (5) Source Selection Decision Document (SSDD);
- (6) Contractor Responsibility Determination;
- (7) Determination & Findings, if applicable;
- (8) Independent Government Cost Estimate (IGCE);
- (9) Signed Funding Document; and
- (10) Any other document deemed pertinent by the Contracting Officer.

CRB Modifications:

- (1) PNM (or Combined POM/PNM) with all attachments/enclosures; and
- (2) Any other document deemed pertinent by the Contracting Officer.

(f) Post Award Review of Services.

(1) C-JTSCC activities and ACC-RI should contact the C-JTSCC Policy Directorate to schedule annual DPAP level post award reviews above \$1 billion; DASA(P) level post award reviews greater than or equal to \$500M but less than \$1 billion; and HCA post award reviews of service contracts greater than or equal to \$250M but less than \$500M.

(2) C-JTSCC activities should contact the PARC/SCO Policy Section to schedule PARC/SCO level annual post award reviews of service contracts above \$50M but less than \$250M.

(3) The Contracting Officer will document the disposition of all Peer Review recommendations as a signed memorandum for the record in the applicable contract file, with a copy provided to the PARC/SCO Policy Office. The PARC/SCO office will provide the C-JTSCC Policy Directorate completed sheets for all actions above \$250M.

(4) The Contracting Officer will resolve all comments from the SRB and CRB prior to attaining clearance for solicitation release and contract award.

(5) PARC/SCO Policy offices will consolidate the results of all SRB/CRB conducted during the year in an annual review assessment report to the C-JTSCC Policy Directorate each year.

(g) While legal counsel participates in the review board process, a separate legal sufficiency review is required by [AFARS 5101.602-2\(c\)](#).

SUBPART 1.3 – AGENCY ACQUISITION REGULATIONS

1.304 Agency Control and Compliance Procedures

1.304-120 Agency Control and Compliance Procedures – Procurement Management Reviews (PMRs)

(a) The Procurement Management Review (PMR) program is based on the requirements outlined in AFARS Appendix CC. DASA(P) has identified Contingency Contracting in Iraq and Afghanistan as a risk area for the Army; as such, DASA(P) typically conducts a DASA(P) level PMR of at least one C-JTSCC PARC/SCO office each fiscal year. DASA(P) and Army Contracting Command (ACC) will conduct PMR reviews of C-JTSCC PARC-CONUS activities when conducting PMR reviews of the ACC-RI Contracting Office.

(b) SCO offices in Iraq and Afghanistan are responsible for implementing a PMR program SOP covering the SCO and all subordinate offices. A copy of the SCO PMR program SOP will be provided to the C-JTSCC Policy Directorate. As part of the SCO PMR program, each RCC office shall be reviewed at least once every 12 months. SCO offices should utilize the latest DASA(P) PMR program review checklists contained in the [resource library](#) when conducting reviews. Use of tailored SCO checklists are encouraged to address SCO recurring trends and risk areas; however, SCO checklists must ensure all the required elements of the DASA(P) checklists are addressed.

(c) Each SCO office shall provide the C-JTSCC Policy Directorate their projected PMR inspection schedule on a quarterly basis, thirty days prior to the start of the inspection cycle. The C-JTSCC Policy Directorate will either select specific contracts for electronic records PMR review or identify personnel to participate in random SCO PMR reviews of RCC offices to validate the effectiveness of the overall C-JTSCC PMR program and to facilitate sharing of lessons learned and good ideas.

(d) SCO offices will comply with the timelines outlined in AFARS Appendix CC when conducting PMR reviews. A copy of all PMR reports and associated analysis of subordinate offices must be provided to the C-JTSCC Policy Directorate on a quarterly basis.

SUBPART 1.4 – DEVIATIONS FROM THE FAR, DFARS, OR AFARS

1.402 Policy

As set forth in [AFARS Subpart 5101.4](#), individual and class deviations requiring higher headquarters approval, or publication in the *Federal Register*, will be reviewed by the PARC/SCO and submitted to the C-JTSCC Policy Directorate mailbox: ccc.policy.grp@ccc.centcom.mil for coordination and staffing.

SUBPART 1.6 – CAREER DEVELOPMENT, CONTRACTING AUTHORITY, AND RESPONSIBILITIES

1.601 General

(a) The HCA and other contracting officials may re-delegate their contracting authority when consistent with higher-level regulations, directives, and instructions. Delegations or re-delegations are outlined in Appendix 1 of this AI, 1.602-1-90 Departmental Review and Approval.

C-JTSCC Acquisition Instruction (1 September 2011)

(b) All contracting actions will be reviewed and approved in accordance with the Appendix 1. Other actions requiring review and approval not specifically identified in Appendix 1 will be reviewed and approved in accordance with the FAR, DFARS, and AFARS requirement or applicable DoD Army policy guidance.

(c) PARC-CONUS reviews. Army Contracting Command Rock Island (ACC-RI) contract actions will be reviewed by ACC-RI Policy and the ASC Legal Office IAW the FAR, DFARS, AFARS, C-JTSCC AI, and ACC-RI policy and procedures unless otherwise specified.

(d) SCO-A/I reviews. In addition to the actions outlined in Appendix 1, the following actions require review and approval by the SCO:

(1) All congressional notifications.

(2) All public notices to be posted on ASFI, FBO, and/or JCCS that could be considered controversial will be approved by the SCO in advance of posting. This includes, but is not limited to, service procurements for information gathering; production and dissemination; public affairs; messaging; media operations; strategic communication; psychological operations; security; and detainee related services. It also includes construction procurements for internment facilities and reintegration centers and supply procurements for weapons and ammunition.

(e) SCO-A/I Legal and Policy reviews. In addition to the review and approval requirements in Appendix 1, the following actions require SCO legal and policy review.

(1) All contract actions \geq \$750K (except J&A's, which require reviews \geq \$650K).

(2) All contract actions, regardless of dollar value, addressing scope and/or threshold, cure notices, show cause notices and all claims of any amount submitted under the Disputes clause.

(3) All termination actions of any amount, including no-cost settlements.

(4) All unauthorized commitments, regardless of dollar amount, prior to submission to the ratification authority.

(5) All determinations of non-responsibility.

f) HCA: All SCO-A/I actions requiring HCA or higher HQ review and approval will have a C-JTSCC Policy Directorate and Legal review prior to submission to the HCA.

(1) PARC/SCO offices will forward all actions requiring HCA review and approval to the C-JTSCC Policy Directorate mailbox: ccc.policy.grp@ccc.centcom.mil.

(2) PARC/SCO offices are highly encouraged to coordinate with the C-JTSCC Policy Directorate to schedule and conduct combined HCA/PARC-SCO level reviews.

C-JTSCC Acquisition Instruction (1 September 2011)

(3) In the event HCA approval authority was delegated to the SCO, the SCO legal and policy review will be used in lieu of the C-JTSCC Policy Directorate and Legal review. A copy of all actions approved under the HCA delegation will be submitted to the C-JTSCC Policy Directorate mailbox: ccc.policy.grp@ccc.centcom.mil within five calendar days of approval.

(g) Staffing Actions requiring Headquarters, Department of Army Approval.

(1) The Commander, C-JTSCC will have visibility of all C-JTSCC contracting actions requiring review, concurrence, or approval by the DASA(P) or the Army Acquisition Executive (AAE)/Assistant Secretary of the Army (Acquisition, Logistics, and Technology (ASA(ALT))). PARC/SCOs will send all contract actions requiring higher headquarter's review, concurrence, or approval to the C-JTSCC Policy Directorate mailbox: ccc.policy.grp@ccc.centcom.mil for coordination and staffing.

(2) HQDA requires documents to be prepared in Arial font, size 12.

1.602-2 Responsibilities – Contracting Officer's Representative (COR) Guidance

(a) Contracting Officers shall follow the guidance in the [Office of the Assistant Secretary of the Army, Acquisition Logistics and Technology \(SAAL-PP\) memo, dated 21 Oct 10, subject: Post Award Oversight and Surveillance of Contracts](#). This memo states in part, "within the Department of the Army, Contracting Officers shall appoint a properly trained COR in writing before awarding any service contract under [FAR 37.101](#)". Further guidance on the appointment, training and management strategy of CORs is in the C-JTSCC Standard Operating Procedure for CORs. The [resource library](#) contains a link to the current SOP.

(b) Contracting Officers will include a statement in the COR appointment letter that states the COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract. The C-JTSCC SOP contains the current DoD standards for CORs, sample nomination letters, sample appointment letters, and sample COR training materials.

(c) Contracting Officers will ensure that appointed CORs are familiar with pertinent Quality Assurance Surveillance Plans (QASPs) and are properly trained in required surveillance methods prior to the commencement of contract performance. (See [DFARS 201.602-2](#) and [PGI 201.602-2](#)).

1.602-3 Ratification of Unauthorized Commitments (UACs)

(a) Contracting Officers will follow the ratifications procedures in [AFARS 5101.602-3-90\(a\)](#). The [resource library](#) contains the sample form for preparing and submitting a request to ratify a UAC. Review and approval thresholds are outlined in Appendix 1.

(b) SCO/PARC Legal and Policy review is required on all UACs, regardless of dollar amount, prior to submission to the ratification authority. The authority to approve requests for ratification of UACs is outlined in Appendix 1.

(c) C-JTSCC Contracting activities will maintain a log, by fiscal year, of all unauthorized commitments, regardless of dollar value or approval authority. The [resource library](#) contains a sample UAC log.

C-JTSCC Acquisition Instruction (1 September 2011)

(1) The log must include a UAC Control Number unique to the office originating the action. The Control number will be constructed as follows: DoDAAC – FY – UAC 3 digit number (i.e. 001, 002, 003, etc.)

(2) Contracting Officers will include the applicable control number in the remarks section of the applicable FPDS-NG Contract Action Report (CAR).

(d) A Commander's Critical Information Requirements Report (CCIR) will be prepared in accordance with the CCIR SOP for all UAC's over \$100,000.00. The [resource library](#) contains a link to the current CCIR SOP.

1.603-1 General – Selection, Appointment, and Termination

(a) Contracting Officers will be appointed by the responsible PARC/SCO. PARC/SCOs will consider the complexity and dollar values of the acquisitions to be assigned and the candidate's experience, training, education, business acumen, judgment, character, and reputation when selecting an individual to serve as a Contracting Officer. The [resource library](#) contains warrant application samples.

(1) DFARS 201.603-2(1) provides qualifications to serve as a Contracting Officer with authority to award and administer contracts for amounts above the simplified acquisition threshold.

(2) Contracting Officers are appointed using the SF 1402, Certificate of Appointment. Each appointment is accompanied by an appointment of Contracting Officer memorandum signed by the appropriate official as specified in AFARS 5101.603.

(b) [DoD Instruction 5000.66, Operation of the Defense Acquisition, Technology, and Logistics Workforce Education, Training, and Career Development Program \(21 December 2005\)](#) stipulates that first-level evaluations of Contracting Officers are performed within the contracting career chain. The Deputy Secretary of Defense issued a memorandum on 27 August 2008, subject: Reinforcing the Evaluation Requirements of Contracting Officers under [DoDI 5000.66](#), adding the requirement that the first-level evaluation must be provided by a contracting official who has direct knowledge of the individual's performance and is at least one level above the Contracting Officer. By signing the SF 1402, Certificate of Appointment, the PARC/SCOs are certifying that the first-level evaluation for the proposed Contracting Officer is in the contracting career chain.

(c) Biennial Certification. The 27 August 2008 memorandum also requires the Army's Senior Procurement Executive (SPE) to biennially certify that the first-level evaluation of Contracting Officers is performed within the contracting chain. DASA(P) issues a recurring report titled "1st Level Evaluation of Contracting Officer in Contracting Career Chain" requiring a PARC/SCO's certification, which becomes the basis for the SPE's biennial certification.

(d) Biennial Review of Contracting Officer Warrants. In conjunction with the biennial certification, PARC/SCOs will review all their Contracting Officer warrants to ensure they are current and valid and the number and type of warrants are appropriate.

1.603-2 Selection

Chiefs of Regional Contracting Centers (RCCs) will request Contracting Officer warrants for their staffs by submitting warrant applications to their responsible PARC/SCO using the Sample Warrant Application included in the [resource library](#). A new Warrant Application is required to reissue warrants with a higher dollar value.

1.603-4 Termination

In accordance with the Contracting Officer Certificate of Appointment, appointments are effective as long as the appointee is assigned to C-JTSCC. Since C-JTSCC appointments provide for automatic termination, termination letters, as prescribed in [FAR 1.704](#), will not be issued except when terminating existing warrants and issuing new warrants to that raise or lower delegated authority levels.

SUBPART 1.7 – DETERMINATIONS AND FINDINGS

1.704 Content

Each determination & finding (D&F) will include the minimum content outlined in [FAR 1.704](#) tailored to the specific requirements found within the appropriate subject matter. The [resource library](#) contains a generic sample D&F format. Additional samples for specific D&F types commonly used by C-JTSCC activities are also included. See Appendix 1 for D&F approval thresholds.

SUBPART 1.120 – OMBUDSMAN PROGRAM

1.1200 Purpose

(a) The purpose of the ombudsman program is to foster communication between government and industry. The primary function of the ombudsman is to hear concerns about specific acquisition issues, to communicate these concerns to senior management personnel responsible for oversight, and to assist in the resolution of the concerns. The Deputy PARC/SCO or Policy Chief can be the Ombudsman for each C-JTSCC contracting activity.

(b) Contracting Officers will identify the appropriate ombudsman by title and e-mail address in the solicitation and resultant contract using local clause [952.201-0001](#). Individual names, phone numbers, and e-mail addresses will not be included based on employee turnover and the operational environment. Examples:

- (1) Office of the Senior Contracting Official - Iraq
Attn: SCO-I Ombudsman
E-Mail: C-JTSCC_ombudsman-sco-i@iraq.centcom.mil
- (2) Office of the Senior Contracting Official – Afghanistan
Attn: SCO-A Ombudsman
E-mail: C-JTSCC_Ombudsman-SCO-A@swa.army.mil
- (3) Principal Assistant Responsible for Contracting – CONUS (PARC-CONUS)
Attn: PARC-CONUS Ombudsman

E-mail: Amc.list.rock-amsas-gcb@mail.mil

1.1201 Solicitation Provision and Contract Clauses

Insert clause [952.201-0001](#), Ombudsman, in all solicitations and contracts, including task and delivery orders, regardless of dollar value.

PART 2 – DEFINITION OF WORDS AND TERMS

SUBPART 2.1 – DEFINITIONS

“Afghan Host Nation Business”

(a) To be considered an Afghanistan Host Nation Business, the following criteria must be met:

(1) The firm must be owned by an Afghan citizen who holds 51% or more interest in the business, as indicated in their licensing documentation. This may be listed as either "D" for Domestic or "I" for International on the license. To be considered an Afghan citizen, the individual must hold the Afghan ID card (Tazkira) in Afghanistan or an Afghan Passport abroad.

(2) The firm must hold a current operating license issued by a Government of the Islamic Republic of Afghanistan (GIROA) licensing authority with a physical address in Afghanistan. A number of GIROA entities issue licenses depending upon the type of enterprise. These license-issuing entities include, but are not limited to: Afghanistan Investment Support Agency (AISA); Ministry of Commerce and Industries; Ministry of Agriculture, Irrigation and Livestock; Ministry of Communications; Ministry of Economy; Ministry of Finance; Ministry of Information and Culture; Ministry of Interior; Ministry of Justice; Ministry of Mines and Industry; Ministry of Public Health; Ministry of Rural Rehabilitation and Development; Ministry of Transportation and Civil Aviation; and Ministry of Urban Affairs.

(3) The firm must hold a Tax Identification Number (TIN).

(b) To be considered an Afghanistan Non-Governmental Organization (NGO), the following criteria must be met:

(1) The firm must be licensed as a domestic NGO by the NGO Department of the Ministry of Economy, and

(2) The firm must employ a majority of Afghan citizens domestically to carry out the project.

“Iraqi Host Nation Business”

(a) To be considered an Iraqi Host Nation Business, the following criteria must be met:

(1) The firm must be owned by an Iraqi citizen(s).

(2) The firm must hold a current registration with all of the following Government of Iraq (GoI) Ministries:

C-JTSCC Acquisition Instruction (1 September 2011)

- (i) Ministry of Trade
- (ii) Office of Company Registrations
- (iii) Ministry of Finance
- (iv) General Commission for Taxes
- (v) Ministry of Labor and Social Affairs
- (vi) Ministry of Interior
- (vii) The Chamber of Commerce

(b) In agreement with the Gol, Ministry of Trade and Office of Company Registration processes, C-JTSCC does not recognize “group” or “holding” companies in Iraq as Host Nation Businesses.

“Contingency Micro-Purchase Threshold”

For PARC-CONUS activities, the micro-purchase threshold is \$15,000 in the case of any contract to be awarded and performed, or purchase to be made, inside the United States in support of contingency operations. For SCO-A/I activities, the micro-purchase threshold is \$30,000 in the case of any contract to be awarded and performed, or purchase to be made outside the United States in support of contingency operations.

“Contingency Simplified Acquisition Threshold (SAT)”

For C-JTSCC activities, the SAT is \$1 million for any contract to be awarded and performed, or purchase to be made, outside the United States in support of contingency operations.

“Contingency Test Program for Certain Commercial Items”

For C-JTSCC activities, the test program for certain commercial items means the use of simplified procedures for the acquisition of supplies and services in amounts greater than the simplified acquisition threshold but not exceeding \$12 million in support of contingency operations, including options, if the Contracting Officer reasonably expects, based on the nature of the supplies or services sought and on market research, that offers will include only commercial items.

PART 3 – IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST

SUBPART 3.1 – SAFEGUARDS

3.104 Procurement Integrity

(a) The Command Judge Advocate (CJA) is the Ethics Advisor for the Command.

(b) Issues related to Iraq should be directed to:
ccc.policy.grp@ccc.centcom.mil or DSN 318-432-6549.

(c) Issues related to Afghanistan should be directed to:
PHNXSCO-ALEGAL.ORG or DSN 318-237-6578.

(d) Issues related to PARC-CONUS should be directed to:
The Chief Counsel, U.S. Army Sustainment Command, Rock Island, IL.

C-JTSCC Acquisition Instruction (1 September 2011)

3.104-2 General

(a) All military and Government employees will be familiar with the [Joint Ethics Regulation](#), DOD 5500.7-R. Government employees have a responsibility to uphold the public's trust in the U.S. Government. Therefore, Government employees are held to a higher standard than private industry and must ensure their actions are fair to all contracting parties.

(b) Procurement officials are a special category of Government employee. Contracting Officers must exercise substantial discretion and sound judgment in their procurement roles. There are specific statutes and regulations that, among other things, require Contracting Officers to complete additional annual ethics training and file financial disclosure reports.

(c) Ethics Training. All C-JTSCC personnel will complete the current [Newcomers Ethics Training](#) module located on the training website within 30 days of arrival. All Department of the Army employees must receive annual ethics training that reinforces the 14 Principles of Ethical behavior; therefore, all personnel will complete the most current DoD Ethics Training module no later than 20 January each calendar year. Provide a copy of the training completion certificate(s) to the appropriate CJA.

(d) Financial Disclosure Forms. Federal Law requires designated individuals to disclose assets, liabilities, and other information in order to provide early notice of potential conflicts of interest. All C-JTSCC personnel, except personnel performing strictly administrative functions, will complete a Financial Disclosure Report on an Office of Government Ethics (OGE) Form 450. Supervisors must contact their supporting CJA in order to coordinate OGE 450s. Personnel required to file an OGE 450 will submit the OGE 450 at the following time periods:

(1) Upon arrival within the command. New personnel must either provide a copy of their current OGE 450 filed during the last annual period (Jan – Feb) or submit a “new entrant” OGE 450 in the Financial Disclosure Management (FDM) on-line system (<https://www.fdm.army.mil/>). New personnel arriving after 1 Nov will not file a “new entrant” report, but instead will file an “annual” report as described below.

(2) An annual OGE 450. Supervisors will review and update lists of personnel required to file an annual report prior to 1 January. From 1 January to 15 February, all required personnel must complete their OGE 450 on-line.

(e) Report prohibited acts immediately via the e-mail addresses identified in paragraphs 3.104 (b) and (c) with a copy furnished to the RCC Chief and PARC/SCO. Include the specifics detailed in [AFARS 5103.203](#).

(f) During annual ethics, training employees will familiarize themselves with statutes and legal authorities as they relate to post government employment. Employees (military and civilian) will consult with the CJA prior to engaging in any discussions involving post government employment.

3.104-5 Disqualification

If an agency official disqualifies himself or herself pursuant to [FAR 3.104-3](#) the official must remain disqualified until the agency, at its sole and exclusive discretion, authorizes the official to resume participation. For C-JTSCC activities, the authority to authorize a disqualified official to

resume participation in a C-JTSCC procurement is delegated to the PARC/SCO without the power of re-delegation.

3.104-7 Violations or Possible Violations

Authority to review and take appropriate action on information that a reported violation, or possible violation, of a present or former government official or someone advising that official is the Head of the Contracting Activity (HCA). The Chief Counsel, U.S. Army Sustainment Command has been delegated this authority for PARC-CONUS.

SUBPART 3.2 – CONTRACTOR GRATUITIES TO GOVERNMENT PERSONNEL

3.201 Applicability

(a) Should a contractor or other prohibited source offer or give a Government employee or other person having official duties any gift, except for a perishable item, that person will immediately report the offer or gift to their immediate supervisor and ensure the C-JTSCC Ethics Advisor is notified immediately via one of the addresses identified in paragraph 3.104 (a) thru (d) above.

(b) Should a Government employee or other person having official C-JTSCC duties have any questions or doubts about a gift, gratuity, or bribery issue, they should contact the Ethics Advisor. The attorney-client privilege and the attorney-client confidentiality provisions do not apply to communications to an attorney working as an ethics counselor.

(c) Any employee, including contractor support employees regardless of their company's policies, are prohibited from accepting a gift of any value from a contractor, potential contractor, or other outside party without prior coordination with the Ethics Advisor. Contractor employees should elevate ethics issues and concerns to their management for coordination through their company's Government Contracting Officer.

PART 4 – ADMINISTRATIVE MATTERS

SUBPART 4.6 – CONTRACT REPORTING

4.602 Policy

In addition to the FAR reporting requirements in the Federal Procurement Data System (FPDS-NG), C-JTSCC uses Joint Contingency Contracting System (JCCS) at the JCCS website (<https://www.jccs.gov>) to provide a local vendor database, vet non-U.S. companies, and locally advertise solicitations.

(1) It is imperative that vendor information be complete and accurate to facilitate efficient contractor vetting.

(2) Usernames and passwords for C-JTSCC employees can be obtained from the JCCS support team as follows:

BTA-IRAQ-FEEDBACK@BTA.MIL or JCCS.Support@gmail.com
DSN 312-327-2038 Stateside

DSN 318-432-6567 Iraq & Qatar
DSN 318-237-0976 Afghanistan

SUBPART 4.8 – GOVERNMENT CONTRACT FILES

4.802 Contract Files

Contracting Officers will utilize standard Army Contract File Indexes included in the [resource library](#).

4.804-5 Procedures for Closing out Contract Files

The Army Contracting Command – Rock Island (ACC-RI) Closeout Office (RICO) has been established to closeout and archive C-JTSCC contracts. Refer to the Contract Closeout SOP in the [resource library](#) for procedures and guidance on contract closeout and records retention.

SUBPART 4.70 – UNIFORM PROCUREMENT INSTRUMENT IDENTIFICATION NUMBERS

4.7003 Basic Procurement Instrument Identification (PII) Numbers

A list of active and inactive DoDAAC and DoD Order Codes Active codes is included in [Appendix 3](#). Contracting Officers will ensure solicitations, contracts, and modifications only use active DoDAACs and DoD Order Codes for the specified location.

PART 5 – PUBLICIZING CONTRACT ACTIONS

SUBPART 5.1 – DISSEMINATION OF INFORMATION

5.101 Methods of Disseminating Information

In accordance with [AFARS 5104.502](#) and FAR paragraphs 5.101(a)(1) & 5.202, contracting offices will post all solicitations to the Army Single Face to Industry (ASFI) Acquisition Business website (<https://acquisition.army.mil/asfi/>) for actions exceeding \$25K, unless one of the exceptions in FAR 5.202 applies. See the following SUBPART 5.2(b) for use of JCCS to disseminate information.

SUBPART 5.2 – SYNOPSES OF PROPOSED CONTRACT ACTIONS

5.202 Exceptions

(a) Contracting Officers will submit the notice required by [FAR 5.201](#) unless an exception in [FAR 5.202](#) applies.

(b) The most common exception applicable to contingency operations in Iraq and Afghanistan is the exception [FAR 5.202\(a\)\(12\)](#), when the proposed contract action will be made and performed outside the United States and only local (Host Nation) sources will be solicited. When applying this exception, Contracting Officers will post the required notice using JCCS in lieu of FBO, when market research does not identify at least three (3) local (Host Nation) sources.

(1) Contracting Officers are reminded that the authority to utilize the JCCS as a local synopsis method does not preclude the requirement to obtain full and open competition in accordance with [FAR Part 6](#). Contracting Officers will promote and provide for full and open

competition in soliciting offers and awarding Government contracts unless an exception applies. Solicitations posted on the JCCS website can be accessed at <https://www.jccs.gov>.

(2) If a sufficient number of local (Host Nation) sources are not available to promote competition, Contracting Officers will utilize JCCS, bid boards, or other local posting sites to promote maximum competition.

5.207 Preparation and Transmittal of Synopses

(a) Congressional Notifications. All Congressional notifications will be approved by the responsible SCO prior to issuance. This does not apply to PARC-CONUS activities unless required by ACC Rock Island Contracting Office procedures.

(b) Public postings. All public notices to be posted on ASFI, FBO, and/or JCCS, which could be considered controversial, will be approved by the SCO in advance of posting. This includes, but is not limited to:

(1) Service procurements for information gathering; production and dissemination; public affairs; messaging; media operations; strategic communication; psychological operations; security; and detainee related services;

(2) Construction procurements for internment facilities and reintegration centers;

(3) Supply procurements for weapons and ammunition. Note: These are considered International Traffic in Arms Regulations (ITAR) restricted items.

SUBPART 5.3 – SYNOPSES OF CONTRACT AWARDS

5.303 Announcement of Contract Awards

(a) Per [FAR 5.303\(a\)\(2\)](#), Contracts excluded from this reporting requirement include: “Those placed with foreign firms when the place of delivery or performance is outside the United States and its outlying areas .” The safety of the host nation contractors and their employees is extremely important. C-JTSCC has determined there may be significant security risks to local (Host Nation) contractors if they are disclosed as conducting business with the U.S. government. Names of contractors will be released only after obtaining written approval from the PARC/SCO following consultation with CJA.

(1) Contracting Officers will withhold the name of successful host nation offerors when notifying unsuccessful offerors of a contract award IAW [FAR 15.503\(b\)](#) or when debriefing unsuccessful offerors IAW [FAR 15.506\(d\)](#).

(2) Public notices will refer to local (Host Nation) contractors as “Local National Contractor” in lieu of using company names.

(b) Notification to Congress prior to making awards greater than \$6.5M is required only if award is being made to a U.S. contractor or to a joint venture that includes a U.S. contractor IAW [DFARS 252.205-203](#).

SUBPART 5.4 – RELEASE OF INFORMATION

5.403 Requests from Members of Congress

All Congressional inquiries are staffed by CENTCOM to C-JTSCC. Congressional inquiries received directly from Congress, or other source, will be forwarded to the C-JTSCC J3 who will redirect the inquiry to CENTCOM. Upon receipt of an official tasker, J3 will task the appropriate C-JTSCC office for the draft Congressional response. The proposed reply will be provided back to J3 for C-JTSCC HQ staffing and submission to CENTCOM via the official CENTCOM tasking system. Typically, all CENTCOM taskers are processed using SIPR.

PART 6 – COMPETITION REQUIREMENTS

SUBPART 6.3 – OTHER THAN FULL AND OPEN COMPETITION

6.304 Approval of the Justification

(a) Authority to approve Justification & Approvals (J&As) under [FAR Part 6](#) and [FAR Part 13.5](#) is outlined in Appendix 1.

(b) J&As for Other than Full and Open Competition will follow the format specified in [AFARS 5153.9005](#). A sample Format for a Justification Review Document for Other than Full and Open Competition is included in the [resource library](#). The total contract value, including all options, determines the approval level. The total contract value includes the value of the option to extend services clause [52.217-8](#), if included in the solicitation and resultant contract.

SUBPART 6.5 – COMPETITION ADVOCATES

6.501 Requirements

The Special Competition Advocate (SCA) for C-JTSCC is the C-JTSCC Policy Director. The SCA will review and sign all J&As requiring HCA or higher HQ level approval. The A/SCA at ACC-RI will review and concur on all HCA Level J&As. Alternate/Special Competition Advocates (A/SCAs) have been appointed for each PARC/SCO office. A/SCA's will review and approve J&As based on the delegated authority outlined in Appendix 1. The Deputy PARC/SCO or Policy Chief can be the A/SCA's for each C-JTSCC contracting activity.

6.502 Duties and Responsibilities

(a) A/SCA's duties and responsibilities are outlined in the A/SCA appointment memorandum and include preparation and submission of a competition program report for their activity no later than 15 October of each calendar year to the SCA at ccc.policy.grp@ccc.centcom.mil.

(b) A/SCA's will ensure all J&As include a Control Number unique to the office originating the action, by fiscal year, regardless of dollar value or approval authority of the actions (Contracting Officer, A/SCA, HCA, or AAE). Example: DoDAAC – JA – FY-Three digit sequential number starting at 001.

(c) A/SCA's will ensure Contracting Officers include the applicable control number in the remarks section of the applicable FDPS-NG Contract Action Report (CAR).

(d) The SCA will consolidate the A/SCA reports and submit a competition program report by 15 November of each calendar year to the Army Competition Advocate General per [AFARS 5101.290\(b\)\(3\)](#) and as detailed in the SCA appointment memorandum from the HCA.

PART 7 – ACQUISITION PLANNING

SUBPART 7.1 – ACQUISITION PLANS

7.103 Policy

(a) Authority to approve written acquisition plans are outlined in Appendix 1. Acquisition planning occurs on all acquisitions in accordance with [FAR 7.102](#); however, written plans are only required for acquisitions meeting or exceeding the thresholds specified in Appendix 1.

(b) Reviewers will use the Contracting Document Review Sheet, which is provided in the [resource library](#) for all reviews. All completed review sheets will be retained in the contract file.

(c) The following information is required as supporting documentation for review and approval of Acquisition Plans. Approval is required prior to solicitation issuance.

- (1) Contracting Officer Request for Acquisition Plan Approval;
- (2) Acquisition Plan;
- (3) Draft Performance Work Statement (PWS)/Statement of Work (SOW)/Statement of Objective (SOO). All service contracts PWSs must include the applicable Performance Requirement Summary (PRS) items;
- (4) Applicable Determination & Findings (D&Fs);
- (5) Approved J&A, if applicable;
- (6) Cost Benefit Analysis for Bundled Requirements, if applicable;
- (7) Use of Non-DoD Contract Certification/D&F, if applicable;
- (8) Market Research Report;
- (9) Independent Government Cost Estimate (IGCE);
- (10) Any other document deemed pertinent by the Contracting Officer.

SUBPART 7.4 – EQUIPMENT LEASE OR PURCHASE

7.401 Acquisition Considerations

(a) Purchase of Non-Tactical Vehicles (NTV) is prohibited for Iraq, therefore, the Lease/Purchase Analysis is not required; however, approval to lease NTVs is still required from the USF-I Chief of Staff.

(b) Purchase of NTVs in Afghanistan requires a preliminary lease versus purchase analysis prior to executing any lease (maximum of a 6 month lease) or purchase contract.. A sample Lease/Purchase Analysis is located in the [resource library](#).

(c) See AI [28.309](#) regarding Government liability for NTV's.

7.470 Statutory Requirements

Authority to determine that all costs of equipment lease or purchase with a term of 18 months or more (including estimated termination liability) and determine that the contract is in the best interest of the Government are outlined in Appendix 1.

PART 8 – REQUIRED SOURCES OF SUPPLIES AND SERVICES

SUBPART 8.4 – FEDERAL SUPPLY SCHEDULES

8.405-6 Limited Sources (Exceptions to Fair Opportunity)

(a) Authority to approve exceptions to fair opportunity for consideration of schedule contractors to fewer than required in [FAR 8.405-1](#) or [8.405-2](#) to an item peculiar to one manufacturer (e.g. a particular brand name, product, or a feature of a product peculiar to one manufacturer) is outlined in [Appendix 1](#).

(b) Limited source exceptions will follow the format specified in [AFARS 5153.9004](#) and [5153.9005](#) for J&As, except Paragraph 5 will cite the authority in [FAR 8.405-6\(b\)](#). A sample J&A format is included in the [resource library](#). The total contract value, including all options, determines the approval level. The total contract value includes the value of the option to extend services clause [52.217-8](#), if included in the solicitation and resultant task/delivery order.

(c) Contracting Officers will ensure approved exceptions are publicly posted as specified in [FAR 8.405-6\(d\)](#)

PART 9 – CONTRACTOR QUALIFICATIONS

SUBPART 9.1 – RESPONSIBLE PROSPECTIVE CONTRACTORS

9.105-2 Procedures - Determinations and Documentation

(a) Contracting Officers will seek guidance from CJA, as required, prior to determining any offeror as “not responsible.”

(b) General standards for determining responsibility are described in [FAR 9.104-1](#).

(c) Integrity & Business Ethics: Contracting Officers will verify the [Excluded Parties List System \(EPLS\)](#) to ensure prospective awardees are not prohibited from being awarded Government contracts.

SUBPART 9.4 – DEBARMENT, SUSPENSION, AND INELIGIBILITY

9.404 Excluded Parties List System (EPLS)

Contracting Officers will not solicit offers from, award contracts to, or consent to subcontracts with contractors whose names are in [EPLS](#), except as otherwise provided in [FAR 9.404](#). The Contracting Officer shall include a printed copy of the EPLS information in the file, behind the determination of contractor responsibility, as evidence the EPLS was checked.

PART 13 – SIMPLIFIED ACQUISITION PROCEDURES

SUBPART 13.3 – SIMPLIFIED ACQUISITION METHODS

13.301 Government Wide Commercial Purchase Card (GPC)

C-JTSCC maintains a centralized, command wide GPC program with one primary and an alternate GPC Agency/Organization Program Coordinator (A/OPC) to support C-JTSCC cardholders/approving officials in Iraq, and Afghanistan.

To ensure a robust GPC program, PARC/SCO offices will conduct GPC cardholder/billing official account reviews using the appropriate checklist from AR 715-xx, Army Government Purchase Card Program, concurrent with PARC/SCO level Procurement Management Reviews (PMRs) and annual Management Control Evaluations. A copy of the completed inspection checklist and summary of corrective action(s), if required, will be provided by the PARC/SCO to the GPC A/OPC within 30 days of conducting the file review. PARC/SCO level PMR program managers are authorized to request and obtain permission from the GPC A/OPC's to run account reports to facilitate on-site reviews. Reviews shall be conducted annually per AR 715-xx. Contact information for the primary and alternate A/OPC is identified in the [resource library](#).

Reference [AFARS 5113.270-90](#) for Government Purchase Card (GPC) policy and procedures and the [Department of Defense Charge Card Guidebook for Establishing and Managing Purchase, Travel, and Fuel Card Programs \(30 April 2009\)](#) for an inventory of business rules, policies and processes pertaining to the Government charge card(s). Contact the C-JTSCC GPC A/OPC for SCO-A/I at:

Primary A/OPC: Veronica Alexander
E-Mail: veronica.alexander1@us.army.mil
DSN: 312-767-0404 / COMM: 703-617-0404

Alternate A/OPC: RoDonda B. Thompson
E-Mail: rodonda.b.thompson@us.army.mil
DSN: 312-767-0402 / COMM: 703-617-0402

13.306 SF 44, Purchase Order – Invoice – Voucher.

(a) Operations in Iraq. The SCO-I Field Ordering Officer (FOO) Program and the USF-I Money as a Weapons System ([MAAWS-I](#)) guidebook for Iraq provides guidance regarding the processes and procedures related to FOO's in Iraq.

(b) Operations in Afghanistan. The [SCO-A Field Ordering Officer \(FOO\) Program SOP](#) and the USFOR-A Money as a Weapons System – Afghanistan ([MAAWS-A](#)) provides guidance regarding the processes and procedures related to FOO's in Afghanistan.

(c) Local processes, limitations and restrictions often vary and are outlined in local training conducted at the Division/RCC offices. Field Ordering Officers (FOO) may be appointed by Division/RCC Chiefs to make “over-the-counter” purchases up to \$30K from (Host Nation) vendors for supplies and services using Standard Form (SF) 44s. FOO's provide combatant commanders with the ability to make local purchases quickly and directly to responsively support their missions.

(d) The SCO-A/I FOO SOPs for Iraq and Afghanistan are included in the [resource library](#).

PART 15 – CONTRACTING BY NEGOTIATION

SUBPART 15.000 – SCOPE OF PART

Use the [DoD Source Selection Procedures](#), effective date of 1 Jul 2011, in conjunction with the Army Source Selection Manual (ASSM). Contingency contracting is not exempt from these procedures.

SUBPART 15.3 – SOURCE SELECTION

15.303 Responsibilities

In accordance with [AFARS 5115.303](#)(S-90)(b), the Source Selection Authority (SSA) will be in the contracting chain unless the HCA or PARC/SCO approves otherwise for their respective delegation authorities. See [Appendix 1](#) for the SSA appointment officials approval levels for C-JTSCC acquisitions. AFARS 5115.303(a)(i) must also be followed in appointment of SSA's. A copy of the SSA appointment memorandum will be retained in the contract file.

PART 16 – TYPES OF CONTRACTS

SUBPART 16.5 – INDEFINITE DELIVERY CONTRACTS

16.500 General - Indefinite Delivery Indefinite Quantity (IDIQ) Contracts, Single or Multiple Awards

The maximum amount of supplies or services the Government will acquire under the resultant requirements contract will be clearly identified in the SF 1449 Continuation Sheet/Section B. An example follows:

IDIQ CONTRACT - MINIMUM / MAXIMUM CONTRACT VALUE

The minimum contract value for all orders issued against this contract will not be less than the contract value stated in the below table. The maximum contract value for all orders issued against this contract will not exceed the maximum contract value stated in the following table:

<i>MINIMUM AMOUNT</i>	<i>MAXIMUM AMOUNT</i>
<i>\$25,000.00</i>	<i>\$15,000,000.00</i>

The Minimum Amount represents the guaranteed minimum amount for each contract awarded under this Indefinite-Delivery Indefinite-Quantity (IDIQ) contract. The guaranteed minimum will be obligated by the Government on the first delivery order concurrent with award of the basic contract. The amount will be payable by the Government at the conclusion of the base year if the contractor has not received a task/delivery order, or combination of task orders, in an amount equal to the stated minimum guarantee.

The Maximum Amount represents the combined total (ceiling) of all base and option years for all contracts awarded from this solicitation. All task orders awarded to all contractors, when combined, cannot exceed this maximum.

16.504 Indefinite Delivery Contracts

Authority to determine the award of a Task/Delivery Order Contract Vehicle exceeding \$103 million to a Single Source has been delegated to the HCA is identified in [FAR 16.504\(c\)\(1\)\(ii\)\(D\)\(1\)\(iv\)](#), ([Appendix 1](#)).

16.505 Ordering

Include dates for all option periods exercised by the Government when putting the inclusive dates in [DFARS clause 252.216-7006](#).

16.506 Solicitation Provisions and Contract Clauses

Insert clause [952.216-0001](#), Fair Opportunity for Multiple Award IDIQ Contracts, in all multiple award IDIQ contracts and all associated task/delivery orders.

SUBPART 16.6 – TIME AND MATERIALS, LABOR-HOUR, AND LETTER CONTRACTS

16.603 Letter Contracts

16.603-3 Limitations

Authority to determine that a letter contract may be used if no other contract type is suitable is delegated to PARC/SCO([Appendix 1](#)).

PART 22 – APPLICATION OF LABOR LAWS TO GOVERNMENT ACQUISITIONS

SUBPART 22.17 – COMBATING TRAFFICKING IN PERSONS

22.1705-120 Solicitation Provisions and Contract Clauses

Insert clause [952.222-0001](#), Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports, in all services or construction contracts, which require performance in Iraq or Afghanistan; as well as FAR Clause 52.222-50 and the Alternate (as applicable).

PART 23 – ENVIRONMENT, ENERGY AND WATER EFFICIENCY, RENEWABLE ENERGY TECHNOLOGIES, OCCUPATIONAL SAFETY, AND DRUG-FREE WORKPLACE

SUBPART 23.120 – REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS

23.1201 Solicitation Provisions and Contract Clauses

Insert clause [952.223-0001](#), Reporting Kidnappings, Serious Injuries and Deaths, in all service and construction contracts with performance in Iraq or Afghanistan.

PART 24 – PROTECTION OF PRIVACY AND FREEDOM OF INFORMATION

SUBPART 24.2 – FREEDOM OF INFORMATION ACT

24.203 Policy

(a) All Freedom of Information Act (FOIA) requests will be submitted to the responsible C-JTSCC FOIA Manager at applicable email addresses shown below:

ACC-RI: rock-asc-jmc-foia@conus.army.mil or provided to ASC FOIA Legal Officer, ACC-RI

Iraq: centcom_contracting_cmd_cja_iraq@iraq.centcom.mil

Afghanistan: NKCPARC-Alegal@afghan.swa.army.mil

(b) FOIA requests submitted by Industry directly to the Contracting Officers will be forwarded to the appropriate C-JTSCC FOIA Manager identified above.

(c) If the Contracting Officer concludes that some or all information requested should be denied, the Contracting Officer must prepare the proposed response in accordance with [AR 25-55](#) for the review and approval by the FOIA Initial Denial Authority as delegated to the PARC/SCO by the HCA (Appendix 1). Prior to submission of the proposed denial or partial denial, the Contracting Officer must obtain Command Judge Advocate (CJA) legal review. PARC-CONUS shall use assigned ASC legal support.

PART 25 – FOREIGN ACQUISITION

SUBPART 25.8 – OTHER INTERNATIONAL AGREEMENTS AND COORDINATION

25.802 Procedures

25.802-71 End User Certificates

(a) No contract that requires an EUC will be entered into for items being procured from offshore manufacturers without obtaining an EUC authorized by the Army Acquisition Executive (AAE). In accordance with [DA Pamphlet 70-3](#), Army Acquisition Procedures, the AAE has responsibility for authorizing and executing all categories of EUCs.

(b) After receiving HCA endorsement (IAW AFARS 5101.290(a)), the EUC package will be sent to the C-JTSCC Policy Directorate at ccc.policy.grp@ccc.centcom.mil, who will coordinate with the AAE for approval. For EUC packages executed by ACC-RI, the ACC mailbox must also be copy furnished at MSCACQCTR@conus.army.mil and must indicate that the EUC is in support of C-JTSCC."

(c) Upon execution of an EUC, the DASA(P) action officer will return the original signed EUC to the requesting organization. The original executed EUC must be filed in the contract file with a copy furnished to the contractor and requirements office.

SUBPART 25.10 – ADDITIONAL FOREIGN ACQUISITION REGULATIONS

25.1002 Use of Foreign Currency

All contracts and purchase orders awarded to Host Nation (Iraqi or Afghanistan) vendors will be awarded and paid in their respective currencies. Contracts and purchase orders awarded to non-host nation vendors may be awarded and paid in U.S. currency. Since the potential exists for both host nation and U.S. vendors to be eligible to participate in acquisitions, the solicitation shall state the currency, which all Offerors must use when submitting proposals. In the event the award must be made in U.S. dollars, the solicitation will state the currency conversion rate. For all acquisitions solicited under a Section 886 Determination, Contracting Officers shall solicit and award in Host Nation currency.

SUBPART 25.74 – DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES

25.7402 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States

(a) Contractor personnel may be authorized to carry weapons in accordance with [DFARS 252.225-7040\(j\)](#) and [DoD Instruction 3020.41](#) paragraphs 6.3.4 and 6.3.5. Deputy Commander USCENTCOM is the approval authority for all security service and personal protection arming requests in Iraq and Afghanistan. Authority to approve or deny requests has been delegated to the USF-I Commander for Iraq and for USFOR-A Commander in Afghanistan with authority to re-delegate to the flag officer level.

(b) Some contracts may require inclusion of both DFARS clauses [252.225-7040](#) and [252.225-7995 \(Deviation 2011-00004\)](#), depending on the circumstances and type of services provided through the contract.

SUBPART 25.77 – ACQUISITIONS IN SUPPORT OF OPERATIONS IN IRAQ OR AFGHANISTAN

25.7700 Scope

(a) Contract Administration Delegation (CAD). The C-JTSCC Commander is accountable for contract administration of all DoD contracts, which require contractors to deploy to theater to support theater operations. C-JTSCC will perform contract administration, with authority to re-delegate as necessary, for externally awarded support contracts performed within Combined/Joint Operations Areas (CJOAs) Iraq and Afghanistan. Non-C-JTSCC procuring Contracting Officers awarding theater support contracts that require contractor employees to deploy to theater are directed to coordinate with C-JTSCC to ensure appropriate assignment of administrative Contracting Officer responsibility. These contracts will be delegated to DCMA or re-delegated back to the originator.

(b) Theater Business Clearance (TBC). TBC was designed to ensure theater support contracts awarded by contracting activities, other than C-JTSCC and the 408th CSB in Kuwait, comply with USCENTCOM policies, procedures and FRAGOs. TBC also ensures contractor personnel life support, logistical and security requirements are communicated and coordinated before personnel arrive in theater.

C-JTSCC Acquisition Instruction (1 September 2011)

(1) All Federal Agency Contracting Officers issuing contracts with performance in Iraq/Afghanistan (except C-JTSCC organizations who follow this AI) and Kuwait/Pakistan (except 408th CSB in Kuwait who following their own AI) will follow TBC requirements outlined in the appendices listed below.

(2) The C-JTSCC Policy Directorate is responsible for overall implementation of the TBC/CAD process. C-JTSCC updates TBC/CAD guidance and instructions to ensure the latest FRAGO or other theater-specific information is properly communicated. C-JTSCC coordinates updates through the Contingency Contracting Cell at OSD DPAP and CENTCOM as appropriate.

(3) USD (AT&L) has designated the CENTCOM Information Portal ([CENTINAL](#)) extranet site as the source for posting TBC guidance and procedures. Click on the CENTCOM area of the map to locate country-specific guides.

25.7703 Acquisition of Products or Services Other than Small Arms

(a) Contracting Officers are required to complete a Determination & Findings (D&F) IAW [DFARS PGI 225.77](#) regarding preference for products or services from Iraq or Afghanistan vendors.

(b) In accordance with [DFARS 225.7703-5\(a\)\(2\)](#), Contracting Officers will not use an evaluation factor greater than 50%, when using [DFAR provision 252.225-7023](#), Preference for Products or Services from Iraq or Afghanistan, without obtaining advance written approval of the responsible PARC/SCO.

(c) When not utilizing the aforementioned DFARS authorities, Contracting Officers may include a contract requirement to encourage the use of host nation labor and evaluate offerors' implementation plans as part of the source selection evaluation process.

25.7703-5 Solicitation Provisions and Contract Clauses

(a) Insert clause [952.225-0001](#), Arming Requirements and Procedures for Personal Security Services Contractors and for Requests for Personal Protection, in all contracts with performance in Iraq or Afghanistan that require arming of contractors.

(1) Iraq: The COR will maintain copies of all necessary approval documents that must be completed and submitted to USF-I for approval. Staffing of arming approval is the responsibility of the requiring activity.

(2) Afghanistan: All necessary documents will be submitted by the Customer for approval through the Armed Contractor Oversight Directorate (ACOD). Once approved, the responsible RCC Chief will be provided and maintain copies of all necessary approval documents completed by the requiring activity prior to contract execution.

(b) Insert clause [952.225-0002](#), Armed Personnel Incident Reports, in all contracts with place of performance in Iraq or Afghanistan that require arming of contractors.

(c) Insert clause [952.225-0003](#), Fitness for Duty and Medical/Dental Care Limitations, in all contracts with place of performance in Iraq or Afghanistan.

C-JTSCC Acquisition Instruction (1 September 2011)

- (d) Insert clause [952.225-0004](#), Compliance with Laws and Regulations, in all service and construction contracts with place of performance in Iraq or Afghanistan.
- (e) Insert clause [952.225-0005](#), Monthly Contractor Census Reporting, in all service and construction contracts with place of performance in Iraq or Afghanistan.
- (f) Insert clause [952.225-0006](#), Contract Delivery Requirements, in all contracts, orders or blanket purchase agreement call orders for supplies to be delivered to Iraq or Afghanistan. This provides necessary information for the contractor, contract administrator and COR to understand and execute the delivery requirements, improve tracking, inspection and acceptance and make final disposition of contract deliverables.
- (g) Insert clause [952.225-0007](#), Mandatory Shipping Instructions (Iraq), in all contracts in which the shipment of supplies or materials will be tracked or otherwise supported by the Logistics Operations of the U.S. Army Corps of Engineers and USF-I.
- (h) Insert clause [952.225-0008](#), Shipping Instructions for Weapons, in all contracts that require delivery of weapons to Iraq or Afghanistan. This includes any contracts for security services in which the contractor will be shipping weapons to Iraq or Afghanistan for use by armed security personnel providing services under the contract.
- (i) Insert clause [952.225-0009](#), Medical Screening and Vaccination Requirements for Contractor Employees Operating in the CENTCOM Area of Responsibility, in all contracts that may employ locally hired employees working on bases supporting U.S. Forces with performance in Iraq and Afghanistan. This clause will be added by contract modification to all existing applicable contracts in Iraq and Afghanistan, at the discretion of the Contracting Officer, based upon consultation with the requiring activity.
- (j) Insert clause [952.225-0011](#), Government Furnished Contractor Support, in all service and construction contracts with performance in Iraq or Afghanistan.
- (k) Insert provision [952.225-0012](#), Notice of Limited Competition, in contracts solicited under the authority of [DFARS 225.7703-1\(a\)\(3\)](#), directed to a particular source or sources from Iraq and Afghanistan.
- (l) Insert clause [952.225-0013](#), Contractor Health and Safety, ***only*** in service and construction contracts in Iraq and Afghanistan that affect the living and work spaces of U.S. Forces (military, civilian, and contractors accompanying the force). ***Do not use*** in service and construction contracts for international, NATO and/or Afghanistan National Army (ANA)/Afghanistan National Police (ANP) projects.
- (m) Insert provision [952.225-0014](#), Notification of Host Nation Contractor and Subcontracting Requirements, in all solicitations with performance in Iraq and Afghanistan.
- (n) Insert clause [952.225-0015](#), Host Nation Contractor and Subcontracting Requirements, in all contracts with performance in Iraq and Afghanistan.

C-JTSCC Acquisition Instruction (1 September 2011)

(o) Insert clause [952.225-0016](#), Contractor Demobilization (Afghanistan), in all solicitations and contracts, except commodities, with performance in Afghanistan.

(p) Insert clause [952.225-0017](#), Contractor Demobilization (Iraq), in all solicitations and contracts with performance in Iraq.

(q) Insert clause [952.225-0018](#), Contractor Accountability and Personnel Recovery (Iraq), in all solicitations and contracts with performance in Iraq.

(r) Insert clause [952.225-0019](#), Commodity Shipping Instructions (Afghanistan), in all solicitations and contracts requiring the shipment of commodity items to Afghanistan. This is also applicable to the shipment of commodity items in support of a service contract.

(s) Insert clause [952.225-0020](#), Contractor Accountability and Personnel Recovery (Afghanistan), in all solicitations and contracts with performance in Afghanistan.

25.7704-120 Vendor Vetting (Iraq and Afghanistan)

25.7704-1201 Purpose

Vendor vetting is a process to determine eligibility for contract award for non-U.S. vendors and their subcontractors operating in Iraq and Afghanistan. United States Forces – Afghanistan (USFOR-A) FRAGO 10-330 and United States Forces – Iraq (USF-I) FRAGO 0691 establish the requirements and procedures for vendor vetting, which are implemented by this section.

25.7704-1202 Applicability

Vendor vetting is applicable to all awards of, and options for, any contracts or Blanket Purchase Agreements (BPAs) to all non-US vendors for information technology (IT) or \geq \$100K in Iraq and Afghanistan. Although not required under \$100K, it is highly recommended that all vendors who want to do business with the U.S. Government should be submitted for vetting. Additionally, in Afghanistan the vetting requirement applies to all Information Technology (IT) contracts regardless of dollar value.

25.7704-1203 Procedures

(a) In accordance with the applicable FRAGO's, as identified above, Contracting Officers will utilize the JCCS website to vet all non-U.S. vendors and take appropriate actions as described below.

(b) JCCS Eligibility Levels.

(1) "Not Sent to C2X": Vendor *must* be submitted for vetting.

(2) "C2X Approved": Vendor is eligible for award.

(3) "C2X Rejected": Vendor is ineligible for award. NOTE: Refer to applicable FRAGO for further guidance.

(4) "Sent to C2X": Vetting in process.

(c) Required Actions for “Not-Vetted Vendors.”

(1) Contact your assigned Business Advisor to review and ensure vendor information is correct and complete, and legitimate in accordance with (IAW) the Vendor Registration Process. The Business Advisor is the primary person responsible for validating the information on JCCS, vendor registration documents for legitimacy, and the company’s portfolio. The Business Advisor shall create and post vendor folders accessible to the RCCs Contracting Officers share drive. The Business Advisor will assist the vendor and Contracting Officer in entering the data if experiencing technical issues with JCCS. Business Advisors and Linguists shall not have access to the PR&C section of the contract or any sensitive section that could compromise the contract efforts of the contracting mission. RCCs and Contracting Officers shall not utilize linguists in lieu of the Business Advisor. The C2X POC shall utilize Business Advisors for vendor reachback information.

(2) Once the vendor is 100% compliant the Business Advisor is the only authorized person who (or designated Contracting Officer in Business Advisor’s absence) will submit for vetting by selecting the “Pending Approval,” “Not Sent to C2X,” or “Sent to C2X” tab.

(3) Contracting Officers should plan for at least 14 calendar days to complete the standard vetting process. However, individual circumstances may require additional time. It is possible for a request to initially be a standard request and subsequently become an urgent request. If a standard request becomes urgent, see procedures below for expediting urgent requests.

(4) Contracting Officers can request vetting of all vendors/offers; vendors/offers in the competitive range; or apparently successful vendors/offers at their discretion. In order to avoid potential delays in contract award due to pending vendor eligibility, Contracting Officers are encouraged to have the Business Advisor ensure vendor is 100% compliant and submit vendors for vetting as early as possible in the procurement process.

(d) Vetting Sub-contractor(s).

RCC(s) and Contracting Officer(s) shall ensure that the Prime Vendor(s) includes the following in their proposal when utilizing a Sub-contractor:

(1) Date of Prime Vendor(s) Business Affiliation with Sub-contractor(s), and justification.

(2) Date of Prime Vendor(s) Business dis-association with Sub-contractor(s), and justification.

(3) Prime Vendor(s) intent to continue to utilize dis-associated Sub-contractor(s), and justification.

(4) The Prime Vendor(s) shall include the Sub-contractor(s) company portfolio (corporate structure, business profiles, name of bank with EFT capability, owner/business partners, percentage of business owned by owner/business partners) in the proposal?

(5) Did the Prime Vendor(s) ascertain Sub-contractor (s) compliance with Afghan First?

(e) Expediting Urgent Requests.

(1) Contracting Officers will immediately alert the SCO-A/I Vetting Representative when forwarding requests for expedited vetting. These requests include either initially urgent requests or standard requests that become urgent. A request is considered urgent when the customer informs the Contracting Officer in writing that a delay will cause an operational crisis outweighing the risk of awarding to a potential rejected contractor.

(2) Provide the SCO-A/I Vetting Representative a justification for the urgency, obtained from the requiring activity, and a timeline by which the Contracting Officer requires an approval decision.

(3) For urgent requests, Contracting Officers shall coordinate with the SCO-A/I, C2X POC to receive guidance based on the timeline provided by the IJC. The Contracting Officer coordinates with the Business Advisor to revalidate vendors registration documents and subcontractor relationship to ensure vendor information is accurate and up-to-date prior to contract award.

(4) Contracting Officer will file requests in the correspondence section of the contract file.

(5) PARC-CONUS will contact their SCO-A/I LNO representative for coordinating Vetting requirements .

(f) Approved Vendors/Offerors.

Proceed with award to vendors/offerors identified as *approved* for award in accordance with all standard regulations and policies.

(g) Rejected Offerors.

Do NOT award any contract action to vendors/offerors identified as *rejected*. Do NOT discuss vetting rejection status with the rejected vendor/offeror. Immediately contact CJA for guidance.

(h) Rejected apparently successful offerors.

(1) In the event that the apparently successful offeror is in a vetting rejected eligibility status, immediately contact CJA. CJA and SCO-A/I vetting representative will re-confirm the eligibility status and advise the Contracting Officer on the way forward.

(2) Upon confirmation that the apparently successful offeror is rejected, the CJA will contact the requiring unit, direct them to the appropriate FRAGO, and ask them how they want to proceed.

(3) If the requiring unit does not wish to seek an exception, the Contracting Officers will bypass the rejected offeror and consider the next best offeror in the competitive range for award.

(i) Debriefing of Rejected Offerors.

(1) Coordinate with CJA prior to issuing any debriefing letter.

(2) If, and only if, the rejected apparent successful offeror requests a debriefing, inform them of the following, in writing, after coordinating with CJA:

“You were determined to be ineligible for award of subject contract by United States Forces – Afghanistan/Iraq. You may submit a written request for reconsideration of this determination to USFOR-A/USF-I, through the Contracting Officer, within 60 calendar days of this notification.”

(j) Debriefing of other than apparent successful offerors:

(1) If an offeror is not the apparent successful offeror, follow normal procedures. **DO NOT MENTION THEIR INELIGIBILITY.**

(2) The requiring unit (customer) should never discuss vetting status with vendors. C-JTSCC personnel who discuss vetting status with requiring units (customers) will ensure they understand they are not to disclose any related information to anyone outside the Government.

(k) Except for written debriefings described above, C-JTSCC personnel will NOT discuss any aspect of the vetting process or status of vendors with anyone outside C-JTSCC without prior approval of CJA.

(l) Termination of existing contracts.

(1) Contracting Officers that become aware of any contractors on existing contracts, having a “rejected” eligibility status, will immediately contact CJA for guidance.

(2) CJA and SCO-A/I vetting representative will re-confirm the rejected status. Upon confirmation that the apparently successful offeror is still rejected, the CJA will contact the requiring unit, direct them to the FRAGO, and ask them how they want to proceed.

(3) If the requiring unit does not wish to seek an exception, the CJA will advise the Contracting Officer on how to proceed with contract termination. Contracting Officers terminating contracts will include the following in their Notification of Termination to the contractor:

“You were determined to be ineligible for continued performance of subject contract by United States Forces – Afghanistan/Iraq. You may submit a written request for reconsideration of this determination to USFOR-A/USF-I, through the Contracting Officer, within 60 calendar days of this notification.”

(m) If an offeror discovers it has been rejected (but is not the apparent winner, nor facing termination) Contracting Officers may advise them they are still eligible to submit proposals for future solicitations.

(n) Prior to exercising options, Contracting Officers will check contractor eligibility in JCCS. If the contractor is rejected, Contracting Officers will consult CJA for advice. The normal course of action is to allow the customer to decide whether or not to request an exception to policy. If the customer chooses not to request an exception to policy, Contracting Officers will not exercise the option and only notify the contractor that the Government is not exercising the option. **Contracting Officers will NOT disclose the status of the vendor's vetting.**

SUBPART 25.120 – COMMANDERS’ EMERGENCY RESPONSE PROGRAM (CERP) IN SUPPORT OF OPERATIONS IN IRAQ OR AFGHANISTAN

25.1200 Scope of Subpart

This subpart provides policies and procedures implementing the Commanders’ Emergency Response Program (CERP). Contracts for the acquisition of CERP projects are not subject the requirements in FAR, DFARS, DFARS PGI, or AFARS do not apply.

25.1201 Definitions

(a) Commanders’ Emergency Response Program (CERP) is a purchasing program developed to enable commanders to respond to urgent humanitarian relief and reconstruction needs by executing programs that will immediately assist the indigenous population. The CERP program is broad in scope and may be effectively utilized for rebuilding critical infrastructure (food distribution, utilities, transportation, economic, education, and other areas). CERP funds will not be used for the direct or indirect benefit of U.S. or coalition forces or for equipping/training of Iraqi/Afghan forces.

(b) A Project Purchasing Officer (PPO) is a U.S. Government employee, who upon completion of training and receipt of written delegation of obligation authority from the Chief of the Contracting Office, serves as a representative of the Contracting Officer. A Contracting Officer may delegate to a PPO the authority to obligate the United States on CERP and I-CERP funded projects costing less than \$500,000. Project Purchasing Officers are an extension of the Contracting Office and are only authorized to obligate CERP and I-CERP funds. Coalition partner members cannot serve as PPOs.

25.1202 Policy

(a) While the FAR does not apply to CERP and I-CERP contracts, sound business arrangements and stewardship should govern these transactions. In order to meet these objectives, the execution of the CERP and I-CERP project must be fair, transparent and accountable ([DoD 7000.14, Financial Management Regulation, Vol 12, Ch 27](#)).

(b) Fairness relates to competition of the requirement to the maximum practical extent based on the circumstances and environment. Transparency relates to adequately documenting the course of action taken to support the requirement. Accountability relates to creating an enforceable agreement with adequate safeguards to meet the aims of the CERP or I-CERP project. Use of the templates provides assistance in documenting accountability without unreasonable burden.

C-JTSCC Acquisition Instruction (1 September 2011)

(1) Iraq: The management resource manual providing policies and procedures for executing CERP purchases in Iraq is the Money as a Weapons System (MAAWS) manual published by USF-I J8, specifically the CERP Standard Operating Procedures (SOP) included at Appendix B. Additionally, the I-CERP program is a purchasing program that enables commanders to execute urgently needed reconstruction projects for the benefit of the Iraqi people (water purification plants, schools, health clinics, city planning facilities such as government offices and town hall buildings, and protective measures such as fencing, lighting, berms or barriers). I-CERP funds are Government of Iraq funds and therefore, comingling of CERP and I-CERP is not authorized. Processes and execution of I-CERP will mirror CERP. The management resource manual providing policies and procedures for executing I-CERP purchases is the MAAWS-I SOP, Appendix C, I-CERP.

(2) Afghanistan: The management resource manual providing policies and procedures for executing CERP purchases in Afghanistan is MAAWS-A (USFOR-A PUB 1-06). Specific CERP SOPs are found separately in the USFOR-A MAAWS-A CERP SOP. . The intent of the CERP Program in Afghanistan, as directed by the Commander USFOR-A, is to achieve focused effects while working directly with the Government of Islamic Republic of Afghanistan (GIROA) for project acceptance with follow-on maintenance and sustainment (as required). Commands should prioritize those CERP projects that focus on urgent humanitarian relief while providing significant employment opportunities for the Afghan people. Close coordination between commanders, engineers, civil affairs, effects coordinators and comptrollers is vital to ensure funds are applied consistently to achieve desired effects. Additionally, CERP funds must be properly accounted for and reported accurately to higher headquarters.

(c) Contracting Officers should closely coordinate with their counterparts in G-7/8 on FRAGOs related to thresholds and specific guidance. The CERP and I-CERP Program Manager reside in the C-8 resource management organization in Iraq, and the CERP program in Afghanistan is managed by the Governance and Development Lines of Operations in close coordination with the CJ9 and S9 functions.

25.1203 Procedures

(a) CERP and I-CERP are battlefield tools that commanders can use to create an immediate effect on the ground. Congress and DoD recognized this and made sure only a minimum of rules apply to CERP and I-CERP. In keeping with the intent of the program, C-JTSCC Policy offices (HQ & SCO's) are to streamline contracting processes to provide fast and effective support to the commanders. Specifically, Contracting Officers should conduct CERP or I-CERP acquisitions using the following guidelines:

(1) Work closely with subject matter experts and commanders to ensure requirements are written clearly and reflect what the local market is able to provide.

(2) As the situation allows, ensure requirements are made widely available to interested parties. As [FAR Part 5](#) advertising is not required, Contracting Officers may use local Civil Affairs units, Business Advisors (BAs) (formerly known as Host Nation Business Advisors), local business centers, Chambers of Commerce, and prominent local citizens to identify potential offerors.

C-JTSCC Acquisition Instruction (1 September 2011)

(3) Whenever practicable, results of the contracting process (who won, price, delivery terms) are made available to parties with legitimate interest in the outcome. Most importantly, project files should adequately document this project information.

(4) Ensure competition takes place whenever possible. While [FAR Part 6](#) competition requirements do not apply, Contracting Officers should seek more than one independent offer (three is desirable) if practicable under the conditions of the project. Security and urgency often dictate these conditions; therefore, the Contracting Officer should document the file as to the course of action taken. No CERP or I-CERP project should be broadly advertised on JCCS or any other web-based portal.

(5) Conduct a good price analysis. Direct competition by independent offerors should normally form the basis for the price analysis; however, comparison to similar efforts or use of other appropriate methodologies may be used.

(6) Negotiate where it makes sense; there are rare instances where it does not make sense to bargain. Exercise business judgment and seek to obtain a fair and reasonable deal for both parties under the conditions of the project.

(b) In accordance with CERP file checklists contained in each respective MAAWS manual, the CERP/I-CERP file should contain:

- (1) PR&C with CERP/I-CERP project approval documents
- (2) proposals
- (3) documentation of the contract award
- (4) contract with the SOW
- (5) invoices
- (6) miscellaneous correspondence
- (7) contract completion/closeout paperwork.

(c) CERP and I-CERP solicitation and award documents will prominently include appropriate notification regarding the contracts not being FAR based. Use one the following statements, as applicable, for CERP and I-CERP projects:

CERP: *Any contract awards resulting from this solicitation are NOT subject to the Federal Acquisition Regulation of the United States Government, and are therefore not subject to the Contracts Disputes Act.*

I-CERP: *Any contract awards resulting from this solicitation will NOT be funded with monies appropriated by the Congress of the United States, are not subject to the Federal Acquisition Regulation of the United States Government, and are therefore not subject to the Contracts Disputes Act.*

(d) Documents for contracts exceeding \$500K will be retained for 6 years and 3 months after final payment. There will be two contract files, the PPO project file is retained for one year in theater, and then forwarded to ARCENT for retention and the second file should be retained at contracting. See [AI 4.804-5](#) for further guidance on the closeout and retention of CERP and I-CERP actions \$500K and above. Do not destroy the contingency contract files. Transfer all files

for records retention in accordance with the CCTFO SOP, a copy of the SOP can be accessed through the [resource library](#).

25.1204 Thresholds

(a) The review and approval thresholds for CERP projects are outlined in:

(1) Iraq.

(i) MAAWS-I, Appendix B, Section 5 outlines CERP Approval Thresholds.

(ii) MAAWS-I, Appendix C, Section 3, outlines Program Management for I-CERP projects.

(2) Afghanistan.

(i) MAAWS-A includes a Thresholds section.

(ii) MAAWS-A CERP SOP contains an Approval Thresholds Matrix outlining thresholds for CERP requirements.

(b) Neither CJA nor PARC/SCO policy review is required for CERP or I-CERP under \$500K; however, Contracting Officers and Project Purchasing Officers (PPO) are encouraged to seek guidance whenever deemed necessary.

(c) Threshold required a warranted Contracting Officer to enter into a contract for CERP and I-CERP, as opposed to a Project Purchasing Officer (PPO), is \$500,000.

(d) In addition to the thresholds specified in MAAWS-I and MAAWS-A, any CERP or I-CERP construction project greater than \$500K require the review and approval by the PARC/SCO.

(e) Projects greater than \$1M require HCA approval prior to requesting approval by the Secretary of Defense (SECDEF) or Deputy SECDEF. Request for HCA review and approval will be submitted to the C-JTSCC Policy Directorate mailbox at ccc.policy.grp@ccc.centcom.mil. Each request must address:

(1) Does the project have a US Government Engineer Approved Design?

(2) Will the US Government have an engineer perform oversight?

(3) Who will be the supporting unit and what is their COR strategy?

(4) Does the project have support of the Provincial Reconstruction Team (PRT)?

(5) What will be the role of the PRT oversight, if applicable?

(6) What is the risk of the project not being completed?

(7) How will you assess the capability of the awardee to perform this project?

(8) Has this Contracting Officer/RCC done this type of contract in the past and how successful was the project?

(9) What is the security situation on access to the site where construction will be performed?

25.1205 Solicitation Provisions and Contract Clauses

JCCS includes templates of CERP and I-CERP clauses and provisions. Contracting Officers will use these templates for all CERP projects with an estimated value at or above \$500K. Include clauses in full text.

PART 28 – BONDS AND INSURANCE

SUBPART 28.1 – BONDS AND OTHER FINANCIAL PROTECTIONS

28.102 Performance and payment Bonds and Alternative payment Protections for Construction Contracts

In accordance with FAR 28.102-1(a), Contracting Officers shall execute a written waiver, to be kept in the contract file, waiving the requirement for performance and payment bonds. Performance and payment bonds are not required, although not prohibited, for construction contracts in Iraq or Afghanistan. It has been determined that the requirement for both performance and payment bonds would effectively eliminate Iraqi and Afghan firms from the competitive process. C-JTSCC personnel shall report any suggestions or demands to require “deposits” for receiving Invitation for Bid (IFB), Request for Proposal (RFP), or Request for Quote (RFQ) to the assigned CJA and the PARC/SCO.

SUBPART 28.3 – INSURANCE

28.305 Overseas Workers Compensation and War Hazard Insurance

(a) Defense Base Act (DBA) Insurance is required to ensure contractor employees have workers' compensation insurance in the event of an injury or fatality.

(b) As prescribed in FAR 28.309(a), [FAR clause 52.228-3](#), Workers' Compensation Insurance (Defense Base Act), is required to be included in full text in all solicitations and contracts for service and construction contracts when the DBA applies. The DBA requirement essentially applies when a public works contract is being performed by contractor employees outside the United States. Contracts exclusively for supplies are also exempt from the DBA requirement as there should be no significant amount of labor performed in Iraq or Afghanistan.

(c) The DBA clause requires the contractor to provide workers' compensation insurance in accordance with the Defense Base Act ([42 U.S.C. 1651](#)) and to maintain it until performance is completed. The prime contractor is required to include this requirement in all of its subcontracts to which the DBA applies.

(d) DBA insurance costs will be included in contracts as a cost reimbursable contract line item number (CLIN). The cost will be excluded from price evaluations. The estimated amount will be adjusted throughout the contract periods as necessary using projected and actual labor expenditures. The contractor will be reimbursed for DBA costs upon submission of proof of payment to the insurance provider.

(e) The Contracting Officer will furnish a copy of all Termination Notices (Convenience, Cause, and Default) to the DBA insurance provider, Rutherford International, in conjunction with the termination notice to the contractor. The Contracting Officer will also include a statement to

C-JTSCC Acquisition Instruction (1 September 2011)

the insurance provider that (1) no work has been accomplished under the contract; or (2) work has started under the contract. In addition to the notice, a copy of the termination modification will also be forwarded to Rutherford International. Contact info: usace@rutherford.com AND sara.payne@rutherford.com.

(f) USACE has entered into a single-source, centrally managed DBA insurance contract for all USACE and C-JTSCC contracts with performance outside the United States. This mandatory requirements contract was awarded to Continental Insurance Company, DBA CNA Insurance. Rutherford International is the designated administrative broker for CNA Insurance. The contract is posted on the [HQ USACE Directorate of Contracting website](#). FY 2011 fixed rates are shown in the DBA clauses in next paragraph.

(g) DBA insurance is required for employees of contractors and their subcontractors at every tier for service and construction contracts in Iraq or Afghanistan.

(h) All contractors and subcontractors procuring DBA insurance (i.e. renewing coverage or obtaining new coverage), for a C-JTSCC contract, will purchase such DBA insurance under the USACE requirements contract unless the contractor is a personal services contractor whose employees are covered by the Federal Employees Compensation Act.

(i) It is the Contracting Officer's responsibility to ensure contractors obtain valid DBA Insurance with CNA Insurance before allowing performance to commence. A policy declaration issued by Rutherford International will constitute adequate evidence of insurance coverage. Submission of proof of payment is not required until insurance costs are invoiced by the contractor. Use of a notice-to-proceed is recommended to ensure contractors have obtained proper insurance prior to commencement of work.

(j) DBA insurance will not apply to CERP or I-CERP projects. In the event the Contracting Officer determines to add the DBA insurance requirement, based on the facts and circumstances of a particular project, the Contracting Officer will consult with PARC/SCO Policy and CJA and document file accordingly.

28.309 Contract Clauses for Workers Compensation Insurance

(a) Insert clause [952.228-0001](#), Workers Compensation Insurance (Defense Base Act), in all service and construction contracts with performance in Iraq or Afghanistan.

(b) Insert provision [952.228-0002](#), Defense Base Act Insurance Rates – Limitation – Fixed-Price Contracts, in all affected solicitations for fixed-price contracts, whenever DBA Insurance is required.

(c) Insert provision [952.228-0003](#), Defense Base Act Insurance Rates – Limitation – Cost-Reimbursement, Labor Hour, and Time-and-Materials Contracts, in all affected solicitations for cost-reimbursement, labor-hour, or time-and-materials contracts, whenever DBA Insurance is required.

(d) Insert clause [952.228-0004](#), Government Liability for Non-Tactical Vehicles, in all contracts that require leasing of non-tactical vehicles in Iraq or Afghanistan.

PART 32 – CONTRACTING FINANCING

SUBPART 32.11 – ELECTRONIC FUNDS TRANSFER

32.1106 Electronic Funds Transfer (EFT) Mechanisms

(a) All contracts and purchase orders awarded will be paid via Electronic Funds Transfer (EFT) unless an exception applies. By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority:

(1) EFT using Limited Depository Account (LDA);

(2) Check from the local finance office LDA;

(3) Local currency cash payments (must be approved in writing by the local finance office and contracting office prior to contract/purchase order award). Payments in cash are restricted to contracts and purchase orders when the vendor provides proof via a letter from the host nation banking institution, validated by the local finance office, that the HN bank is not EFT capable. (Cash payments will be made in HN currency).

(b) All contracts and purchase orders in excess of \$3,000 citing USARCENT/HQ Third Army (OA 8A) funds will be retrograded to Defense Finance and Accounting Service (DFAS)-Rome, NY. All DFAS-Rome EFT payments are processed through ITS.gov. The electronic DFAS-Rome EFT payment form is required for all payment requests unless the vendors invoice contains all required EFT payment information shown on the EFT payment form. A sample EFT payment form is provided in the [resource library](#).

(c) Local contract offices writing contracts and purchase orders below \$3,000 will designate the local finance office as the payment office. Contracting offices will reference the monthly Payment Office Assignment Bulletin provided by the Theater Financial Management Center (FMC) by the first day of each month to determine the appropriate payment office. The local finance office designated in the contract or purchase order will pay via EFT using ITS.gov. Business Advisors and Linguists shall not have access to vendors EFT banking information on JCCS to include the hardcopy filed in the contract file. Initial EFT form verification with the Contracting Officer is authorized as part of the Vendor Registration Process. Business Advisors and Linguists are not authorized to maintain the EFT form and/or financial information in the company's RCC share drive folder to prevent collusion, fraud, and identity theft. Vendors will be provided EFT training by the Contracting Officer and Business Advisor at Vendor Events and/or upon request.

(d) DFAS-Rome will be cited as the designated paying office for all contracts and purchase orders \$3,000 and above, except for those contracts which are funded by the US Army Corps of Engineers (USACE). USACE paying office is Millington TN USACE Finance Office.

(e) Changes to the designated payment office after award must be coordinated with the local finance office and DFAS prior to modifying the contract using the procedures outlined in the [DFAS, ARCENT and C-JTSCC MOA](#).

32.1107 Payment Information

(a) Iraq – Contracts and orders awarded by all contracting offices in Iraq shall be paid by Electronic Funds Transfer(EFT) to a bank of the contractor’s choosing. Payment by EFT promotes a modern banking sector in Iraq. Contract and orders shall be awarded in US Dollars and paid in local currency, except for contracts and orders to Iraqi vendors (Host Nation), which shall be awarded and paid in local currency.

(b) Afghanistan – Currently, the Afghan banking and business infrastructure is not sufficient to support mandated use of EFT for all contract payments, however, EFT remains the U.S. Government’s preferred method of payment in Afghanistan and its use is steadily increasing among Afghan vendors. Payments in cash must be approved by SCO-A prior to contract or purchase order award and will be paid in local currency. Contracts and purchase orders to Afghan vendors (Host Nation) shall be awarded and paid in local currency. Contracting Officers should promote the use of EFT at vendor day presentations, site visits, and pre-award meetings. C-JTSCC Contracting Officers and Business Development Consultants will play a key role in implementing contract payment by EFT in Afghanistan.

32.1110 Solicitation Provision and Contract Clauses

(a) Insert provision [952.232-0001](#), Notification of Payment in Local Currency (Iraq), in all solicitations issued in Iraq.

(b) Insert provision [952.232-0002](#), Notification of Payment in Local Currency (Afghanistan), in all solicitations issued in Afghanistan.

(c) Insert clause [952.232-0003](#), Payment in Local Currency (Iraq), in all contracts and purchase orders executed in Iraq to a host nation (local) firm.

(d) Insert clause [952.232-0004](#), Payment in Local Currency (Afghanistan), in all contracts and purchase orders executed in Afghanistan to a host nation (local) firm.

(e) USE OF WIDE AREA WORKFLOW: Insert clause [952.232-0005](#), Wide Area Workflow Instructions, in all solicitations. Although an exception to the use of WAWF is identified in FAR 32.1103 and DFARS 232.7002(a)(4), the Contracting Officer will decide whether to utilize the FAR exception to implement this clause or not, depending on the following:

(1) If the contractor requests use of WAWF

(2) The Contracting Officer, after reviewing the contractor’s request will determine in writing if the requirement is feasible, or not, for utilization of WAWF. The decision to waive the exception allowed by DFARS 232.7002(a)(4) and implement WAWF requirements is at the sole discretion of the Contracting Officer.

(3) Then, the contractor will be notified within 30 days after requesting WAWF on whether or not WAWF will be utilized on their contract.

As sustainment operations in Afghanistan and the draw-down operations in Iraq continue, Contracting Officers should consider factors such as:

C-JTSCC Acquisition Instruction (1 September 2011)

- (1) Whether the political, financial, and communications infrastructure in Iraq or Afghanistan support payment by EFT;
- (2) Whether payments of other than U.S. currency may be made safely using EFT;
- (3) Whether the contract is a classified or Counter-Insurgency contract, which could compromise the safeguarding of classified information or national security ; whether electronic submission would be unduly burdensome to the contractor;
- (4) Whether a Section 886 determination applies and awards to a foreign vendor would result;
- (5) Whether DoD is unable to receive payment requests or provide acceptance in electronic form considering the communications infrastructure at the geographic location of the COR;
- (6) Whether valid entries for the required fields in WAWF (CCR Cage Code, Valid Pay DoDAAC, Valid Issue DoDAAC, Valid Admin DoDAAC, Valid Inspect by DoDAAC, and valid Ship To DoDAACs) exist;
- (7) Whether the potential vendors EFT capability is known;
- (8) Whether EFT payment would support the objectives of the operation;
- (9) Whether the vendor is CCR registered and possess a valid tax identification number;
- (10) Whether payments of other than U.S. currency may be made safely.

PART 33 – PROTESTS, DISPUTES, AND APPEALS

SUBPART 33.1 – PROTESTS

33.102 General

(a) Upon receipt of GAO or agency protests, RCC/PARC will submit a CCIR in accordance with the CCIR SOP included in the [resource library](#). A copy of all protests will also be forwarded, without unnecessary delay, to the respective PARC/SCO legal and HQ CJA.

(b) Agency protests may be filed with the Contracting Officer identified on the solicitation. If an independent review of a Contracting Officer's decision is desired, an appeal of the agency protest decision may be submitted to the PARC/SCO.

(c) Upon resolution of a protest, regardless where filed, the RCC Chief will submit a follow up CCIR to close the action.

33.103 Protests to the Agency

(a) PARC/SCOs will manage protest actions for C-JTSCC. If an interested party elects to file an agency level protest, they may submit directly to the Contracting Officer identified in the

C-JTSCC Acquisition Instruction (1 September 2011)

solicitation or request an independent review at a level above the Contracting Officer, i.e., the RCC Chief/Director of Contracting per [AFARS 5133.103\(d\)\(4\)\(iii\)](#).

(b) Upon resolution of the protest, a synopsis of the protest action and notice of resolution, with a copy of the decision or settlement agreement will immediately be furnished to the responsible PARC/SCO.

(c) PARC/SCOs will forward an annual (fiscal year) report of bid protests to the C-JTSCC Director of Policy and CJA for consolidation by 7 October of each year.

(d) C-JTSCC Agency Protest Procedures.

(1) Authority. The agency protest procedures are established under the authority of [FAR 33.103\(d\)\(4\)](#) and [AFARS 5133.103](#).

(2) Policies and Procedures. The responsible PARC/SCO is the independent review authority in accordance with [FAR 33.103\(d\)\(4\)](#) and will only act as an appeal authority for Agency Protest decisions by the Contracting Officer or RCC Chief.

(3) Time for Filing a Protest. To be considered timely filed, the protest must be received by the Contracting Officer or the RCC Chief by 1630 hours (local time) on the last day on which such filing may be made. The email address for filing an agency protest is included in provision [952.233-0001](#), Agency Protest Program.

(4) Processing of agency protests. Within 35 days after the protest is filed, the Contracting Officer, with the assistance of CJA, will issue a written decision to the protester. A copy of the decision and an administrative report containing any relevant material will be provided to CJA.

(5) Protocol and criteria for overrides.

(i) All timely agency protests filed within the times listed in [FAR 33.104\(f\)\(3\)](#) will automatically trigger a suspension of performance. In all cases where an agency protest is timely, the Contracting Officer must inform all interested parties of the suspension of performance. If appropriate, the Contracting Officer will obtain extensions of bid/proposal acceptance times from the offerors. If the Contracting Officer cannot obtain extensions, they should request, through the responsible PARC/SCO, that C-JTSCC consider an override of the stay.

(ii) The HCA may authorize contract performance, notwithstanding the protest, upon a written finding that:

(A) Contract performance will be in the best interest of the United States; or

(B) Urgent and compelling circumstances that significantly affect the interests of the United States.

C-JTSCC Acquisition Instruction (1 September 2011)

(6) Remedies. The Contracting Officer or RCC Chief, with concurrence of CJA, may grant or direct any one or combination of the following remedies:

- (i) Terminate the contract;
- (ii) Re-compete the requirement;
- (iii) Issue a new solicitation;
- (iv) Refrain from exercising options under the contract;
- (v) Award a contract consistent with statute and regulation;
- (vi) Pay appropriate costs (see [FAR 33.102\(b\)\(2\)](#)); or
- (vii) Such other remedies as determined necessary to correct a defect.

33.104 Protests to GAO

(a) The HCA has been delegated override authority for C-JTSCC actions, all HCA memorandums to DASA(P) shall be written as PARC/SCO memorandums to the HCA.

(b) Authority to submit the report to GAO outlined in [AFARS 5133.104\(g\)](#) on why the GAO recommendations have not been followed is delegated to PARC-CONUS, SCO-I, and SCO-A without the power of re-delegation. The report must be submitted to the addressee in [AFARS 5101.290\(b\)\(1\)](#) not later than 45 days after receipt of the recommendations.

33.106 Solicitation Provision and Contract Clauses

Insert provision [952.233-0001](#), Agency Protest Program, in all solicitations.

PART 36 – CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS

SUBPART 36.1 – GENERAL

36.104 Policy

All construction projects greater than \$1.5M, require HCA or SCO-A approval, with the exception of CERP, which establishes a \$1M approval threshold as outlines in [AI 25.1204](#). For Afghanistan this authority has been delegated to SCO-A. For CERP and I-CERP see [AI 25.1204](#). This approval must be obtained prior to issuing the solicitation and requests must address:

- Does the project have a US Government Engineer Approved Design?
- Will the US Government have an engineer perform oversight?
- Who will be the supporting unit and what is their COR strategy?
- Does the project have support of the Provincial Reconstruction Team (PRT)?
- What will be the role of the PRT oversight, if applicable?
- What is the risk of the project not being completed?
- How will you assess the capability of the awardee to perform this project?
- Has this Contracting Officer/RCC done this type of contract in the past and how successful was the project?
- What is the security situation on access to the site where construction will be performed?

SUBPART 36.2 – SPECIAL ASPECTS OF CONTRACTING FOR CONSTRUCTION

36.273 Construction in Foreign Countries

(a) Certification of Land Availability in Iraq: In order to avoid constructing facilities on land not controlled by project benefactors, Contracting Officers will obtain a Certificate of Land Availability (CLA) prior to issuing solicitations for construction projects in Iraq to ensure the project benefactor (land owner or individual authorized by the land owner to use the land) has appropriate land interests. The CLA is an alternative to obtaining deeds. Modifications to the CLA form are not permissible after it has been executed.

(1) This policy applies to all contracting offices that support U.S Army Corps of Engineers – Middle East District Iraq Area Office (MED IAO) programs. The MED IAO customer will provide the CLA form to the Contracting Officer demonstrating that appropriate land rights are held by the project benefactor for the lands necessary to support the project's construction and operation.

(2) This policy applies to renovation/rehabilitation projects where the demolition and replacement facility requires an addition, expansion, extension or alteration, which is outside the original footprint of the existing facility. It also applies to a conversion (change) in the functional/design use of all or part of an existing facility.

(3) This policy does not apply to renovation/rehabilitation projects where the demolition or repair of an existing facility is contained within the same footprint of the existing facility and the functional/design use of all or part of the replacement facility remains the same.

(4) The CLA form will be maintained with other pre-award certifications in the contract file. All certifications will be executed in English and may additionally be executed in Arabic. The Contracting Officer will not issue the solicitation until MED IAO provides the required CLA form.

(5) Obtain the Certificate of Land Availability, in accordance with MED IAO Policy Letter 18, from the requiring activity prior to solicitation issuance.

(b) Certification of Land Availability in Afghanistan: In accordance with USFOR-A FRAGO 09-265, all requests for land use by US Forces in Afghanistan will be coordinated and approved by the USFOR-A/JFEC Real Estate Office.

SUBPART 36.5 – CONTRACT CLAUSES

(a) Insert clause [952.236-0001](#), Electrical and Structural Building Standards for Construction Projects, in all construction contracts, including minor construction, renovation, alteration, and refurbishment contracts with performance in Iraq or Afghanistan.

(b) Implementing guidance:

(1) For construction projects which the LOGCAP Contractor will perform electrical, plumbing, and HVAC O&M, C-JTSCC will ensure that the LOGCAP contractor can assume O&M in a timely manner. To implement this policy, the C-JTSCC Contracting Officer will request that

the customer submits its Requirements Letter requesting LOGCAP O&M at award or prior to signing the DD Form 250 accepting the completed project.

(2) The LOGCAP contractor will perform technical inspections as required beginning no later than the 50% completion point and report all deficiencies to the DCMA-I/A LOGCAP Administrative Contracting Officer (ACO). The LOGCAP contractor will not have any contact with the contractor that would interfere with its ability to perform the contract. The ACO will forward this inspection information to the RCC Contracting Officer who can address noted deficiencies with the contractor if appropriate before final acceptance via DD Form 250.

(3) Contracting Officers will plan for adequate time to allow inspection assistance prior to signing the DD Form 250.

PART 37 – SERVICE CONTRACTING

SUBPART 37.5 – ARMY MANAGEMENT AND OVERSIGHT OF THE ACQUISITION OF SERVICES

37.590-6 Army Service Strategy Panel (ASSP)

The following information is required as supporting documentation for review and approval of Acquisition Strategies or Combined Acquisition Strategy/Acquisition Plans. When both an Acquisition Plan and an Acquisition Strategy Plan are required for actions below \$500M Contracting activities may use a Combined Acquisition Strategy/Acquisition Plan as long as the requirements in FAR Part 7 and FAR Part 37 are met. The review and approval thresholds for ASSPs/ASPs apply to Combined Acquisition Strategy/Acquisition Plans. Approval is required prior to solicitation issuance.

- (1) Contracting Officer Request for Acquisition Strategy or Combined Acquisition Plan/Strategy Approval
- (2) Acquisition Strategy or Combined Acquisition Strategy/Acquisition Plan
- (3) Draft PWS/SOW/SOO. All service contracts PWSs must include the applicable PRS items
- (4) Applicable D&Fs
- (5) Approved J&A, if applicable
- (6) Cost Benefit Analysis for Bundled Requirements, if applicable
- (7) Use of Non-DoD Contract Certification/D&F, if applicable
- (8) Market Research Report
- (9) Service Contract Approval, if service requirement. (Not applicable if JARB approval document is provided)
- (10) IGCE

SUBPART 37.6 – PERFORMANCE-BASED ACQUISITION

37.604 Quality Assurance Surveillance Plans (QASP)

(a) Contracting Officers will refer to the requirements outlined in [AI 1.602-2](#), Responsibilities for appointment of CORs.

(b) Contracting Officers will refer to the [Office of the Assistant Secretary of the Army, Acquisition Logistics and Technology \(SAAL-PP\) memo, dated 21 Oct 10, subject: Post Award Oversight and Surveillance of Contracts](#) for additional guidance on establishing QASPs. This memo states contract oversight and surveillance is a shared responsibility of the contracting and requiring activities. However, the Contracting Officer is ultimately responsible for ensuring appropriate contractor oversight and quality assurance of their assigned contracts. Contracting Officers are required to ensure a defensible method for executing oversight functions is in place prior to contract award. Sample QASP's are included in the resource library.

SUBPART 37.9 – ACCOUNTING FOR CONTRACT SERVICES

5137.9601 Accounting for Contract Services

Contractor Manpower Reporting Application (CMRA) requirements identified in [AFARS 5137.9601](#) are applicable to all contracts, task/delivery orders and modifications (except supply contracts) issued by all C-JTSCC activities. Contracting Officers will ensure all new purchase orders and contracts include the reporting requirement in the statement of work and the resultant contract includes a separate line item in Section B to allow for payment in compliance with this requirement. Contracting Officers will ensure all existing contracts are modified, if necessary, prior to exercising the option provision to incorporate the requirement in all existing contracts. Every effort will be made to ensure contractor compliance with the reporting requirements. In the event contractor computer connectivity and/or vendor electronic commerce capability problems inhibit the reporting, the contractor can provide the data manually or electronically (email) to the Government COR. If the contractor is unable to input the data into the CMRA web site due to these computer issues, the COR will input the data into the web site for the contractor. If both the Contractor and the Government are unable to input data into the CMRA website, the COR will complete the [spreadsheet](#) for manual submission available in the Resource Library and forward it to the email address of: ContractorManpower@conus.army.mil. [Clause 952.225-0005](#) applies. The CMRA Reporting website is located at <https://cmra.army.mil>.

PART 45 – GOVERNMENT PROPERTY

SUBPART 45.1 – GENERAL

45.107 Contract Clauses

- (a) Insert clause [952.245-0001](#), General Conditions for Leased Equipment, in contracts that include leasing of equipment.
- (b) Insert clause [952.245-0002](#), Government Liability for Leased Equipment (With Operator), in contracts that include leasing of equipment, in which provision of an operator is included in the lease, as applicable.
- (c) Insert clause [952.245-0003](#), Government Liability for Leased Equipment (Without Operator), in contracts that include leasing of equipment, in which provision of an operator is not included in the lease.
- (d) Insert clause [952.245-0004](#), Contractor's Responsibility for Property and Personal Damages, in contracts that include leasing of equipment.

PART 46 – QUALITY ASSURANCE

SUBPART 46.7 – WARRANTIES

46.710 Contract Clauses

(a) The cost to the Government in relation to the benefit of requiring inclusion of [FAR Clause 52.246-21](#), Warranty of Construction, can vary significantly among contracts in Iraq and Afghanistan. Reasons for variances include the complexity of requirements, sophistication of contractors, project location and anticipated degree of available Government technical and contractual oversight.

(b) Contracting Officers will evaluate each proposed fixed-price construction project to determine whether or not inclusion of the optional Warranty of Construction clause is in the best interest of the Government. In making this determination, Contracting Officers should familiarize themselves with local conditions; consider information obtained through market research; consult with technical experts and colleagues; and evaluate all other issues relevant to anticipated contract performance. The likelihood of successful warranty enforcement should also be considered.

(c) In accordance with [FAR 46.710\(e\)\(1\)](#), Contracting Officers are provided the discretion of whether or not to include [FAR Clause 52.246-21](#), Warranty of Construction in fixed-price construction contracts, using their best judgment and considering all applicable conditions.

PART 52 – CLAUSES

PART 52 – Clauses are incorporated into the AI as Appendix 2. Click on “PART 52 – CLAUSES” above to access AI Part 52.

APPENDICES

The following appendices are hereby incorporated. Submit recommended changes, additions, or deletions to ccc.policy.grp@ccc.centcom.mil. Click on the title to access the appendix.

[APPENDIX 1 -- REVIEW AND APPROVAL THRESHOLD MATRIX](#)

[APPENDIX 2 -- AI PART 52 - CLAUSES](#)

[APPENDIX 3 -- ACTIVE AND INACTIVE DoDAACS AND DoD ORDER CODES](#)

[APPENDIX 4 -- LIST OF COALITION PROVISION AUTHORITY CONTRACTS TRANSFERRED TO C-JTSCC](#)

[APPENDIX 5 -- ACRONYM LISTING / GLOSSARY OF TERMS](#)

RESOURCE LIBRARY

The following resources are provided for easy reference. Submit recommended changes, additions, or deletions to ccc.policy.grp@ccc.centcom.mil. Click on the title to access the section.

[SECTION 1 - DPAP AND ASA/ALT DELEGATIONS TO HCA](#)

[SECTION 2 - POLICY GUIDANCE](#)

[SECTION 3 - STANDARD OPERATING PROCEDURES \(SOPs\)](#)

[SECTION 4 - THEATER BUSINESS CLEARANCE \(TBC\)](#)

[SECTION 5 -- GOVERNMENT PURCHASE CARD \(GPC\)](#)

[SECTION 6 - SAMPLES AND TEMPLATES](#)

[SECTION 7 - COMMON ACQUISITION LINKS](#)