

CESWL-CT

DEPARTMENT OF THE ARMY
Little Rock District, Corps of Engineers
P. O. Box 867
Little Rock, Arkansas 72203-0867

SWLOM 715-1-9
Change 5

Office Memorandum
No. 715-1-9

15 MAY 97

Procurement
GENERAL POLICY AND PROCEDURES

1. Change 5 to SWLOM 715-1-9 replaces Chapter 8, "Small Purchases" with the attached Chapter 8, "Simplified Acquisition Procedures (SAP)." Appendix G, "Part 13 - Small Purchase and Other Simplified Purchase Procedures" and Appendix H, "SF 1165 - Receipts for Payment From Imprest Fund" are deleted.

2. Substitute the revised pages as follows:

| <u>Remove</u> | <u>Insert</u> |
|------------------------|-------------------|
| ↘ Table of Contents | Table of Contents |
| ↘ Chapter 8, all pages | Chapter 8, SAP |
| ↘ Appendix G1-G2 | |
| ↘ Appendix H1-H2 | |

3. Change 5 is effective upon receipt.

4. File this change sheet in front of the regulation for reference purposes.



P. S. MORRIS
Colonel, Corps of Engineers
District Engineer

DISTRIBUTION A

CESWL-CT

DEPARTMENT OF THE ARMY
Little Rock District, Corps of Engineers
P. O. Box 867
Little Rock, Arkansas 72203-0867

SWLOM 715-1-9
Change 4

Office Memorandum
No. 715-1-9

8 November 1995

Procurement
GENERAL POLICY AND PROCEDURES

1. This is change 4 to SWLOM 715-1-9, dated 11 April 1990.
2. Substitute the revised pages as shown below:

REMOVE

INSERT

page 1

✓ page 1

page 2-3

✓ page 2-3

page 7-2

✓ page 7-2

page 7-3

✓ page 7-3

page 7-5

✓ page 7-5

page 9-2

✓ page 9-2

page 9-3

✓ page 9-3

3. Change 4 is effective upon receipt.
4. File this change sheet in front of the regulation for reference purposes.



P. S. MORRIS
Colonel, Corps of Engineers
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DISTRIBUTION A

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DEPARTMENT OF THE ARMY
Little Rock District, Corps of Engineers
P. O. Box 867
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SWLOM 715-1-9

Change 1

Office Memorandum
No. 715-1-9

19 October 1990

Procurement
GENERAL POLICY AND PROCEDURES

1. This Change 1 is to add Chapter 10, Furnishing Government Property, and to revise the Table of Contents to include the new chapter and Chapter 9 which was inadvertently left off previous Table of Contents.

2. Make the following page changes:

Remove

✓ Table of Contents

Insert

✓ Table of Contents
10-1 and 10-2

Charles C. McCloskey III
CHARLES C. McCLOSKEY III
Colonel, Corps of Engineers
District Engineer

DISTRIBUTION A

CESWL-CT

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Little Rock District, Corps of Engineers
P. O. Box 867
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SWLOM 715-1-9
Change 5

Office Memorandum
No. 715-1-9

15 MAY 97

Procurement
GENERAL POLICY AND PROCEDURES

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CHAPTER 1

PREVENTION OF INADVERTENT RELEASE OF PROCUREMENT INFORMATION

1. Policy. The Little Rock District (LRD) will release procurement information in accordance with instructions, regulations, and directive issued by higher authority.

a. Proposed contract awards (or modification) in the amount of \$5,000,000 or more will be reported by the Contracting Division to the Chief of Engineers by telephone at least 20 working hours before proposed award.

b. Proposed contract awards of an amount less than \$5,000,000 which are of significant local community or congressional interest will be reported by the Contracting Division on a post award basis.

c. No award information, relative to procurement actions reported in subparagraphs a and b above, will be released by any employee to any source prior to the actual award. All calls are to be routed to the Contracting Division.

2. Responsibility. It is the responsibility of all supervisors concerned to initiate such additional action as deemed necessary to ensure that personnel under their supervision are thoroughly cognizant of procedures relating to the release of procurement information on Army contracts.

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CHAPTER 2

UNIFORM PROCUREMENT INSTRUMENT IDENTIFICATION NUMBERING SYSTEM

1. Policy. The Uniform Procurement Instrument Identification Number System (PII) numbering system is applicable to the following-listed types of procurement instruments and will bear a code letter to identify the type of instrument. (It will not be used for real estate documents, except contracts for appraisals, title evidence, and survey services.) (Letters indicated are those used from PII system.)

A. Blanket Purchase Agreements.

B. Invitation for Bid.

C. Contracts, including Letter Contracts, contracts incorporating basic agreements, and contracts providing subsequent provisioning, but excluding Indefinite Delivery Type Contracts.

D. Indefinite Delivery Type Contracts.

F. Delivery Orders placed with or through other Government departments or agencies, or against contracts placed by such department or agencies (i.e., outside the Department of Defense and including blind-made supplies).

L. Lease Agreement (except Real Estate).

M. Purchase Order - Manual.

N. Notice of Intent to Purchase.

P. Purchase Order - Automated.

Q. Request for Quotation - Manual.

R. Request for Proposal.

S. Sales Contract.

T. Request for Quotation - Automated.

2. Elements of number. The basic PII number shall contain 13 alpha-numeric characters positioned as follows:

a. The first six positions shall be those shown in Appendix N of DFAR as the code for Little Rock District, Civil Works; i.e., DACW03.

b. The seventh and eighth positions will be the last two digits of the fiscal year in which the procurement instrument is issued or assigned.

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c. The ninth position shall be one of the capital letters shown in paragraph 4 above to indicate the type of procurement instrument.

d. The tenth through thirteenth positions will be the serial number of the procurement instrument. If the serial number in any given fiscal year reaches G999 and additional numbers are needed, the next number shall be GA01 through GA99, GB01 through GB99, and so on until the fiscal year ends (sample shows letter G pertaining to Greers Ferry).

3. Supplemental PII numbers. Supplemental numbers are required in addition to the basic PII numbers for numbering the following instruments:

a. Amendments to invitations to bids and solicitation documents.

b. Modifications to contracts and agreements.

c. Calls/orders under contracts (except Federal Supply Schedule Contracts), under basic ordering agreements, and under blanket purchase agreements.

4. Amendments to solicitation documents. Each amendment to each solicitation document shall bear a four-position numeric serial number commencing with 0001.

5. Modifications. Contract modifications shall bear a six-position alpha-numeric serial number which is supplementary to the basic PII numbers. The supplementary number is composed of the capital letter P plus 00001 for the first modification issued to a contract having a number assigned under the new system. Supplementary numbers for modifications shall be assigned in chronological sequence. To ensure chronological assignment, modification numbers shall be assigned only after it has been determined that a modification is to be issued:

6. Delivery Orders under indefinite type contracts, orders under basic ordering agreements, calls under blanket purchase agreements.

a. Delivery Orders under indefinite type contracts, order under basic ordering agreements, and calls under blanket purchase agreement shall be identified by a four-position alpha-numeric call/order serial number which is supplementary to the 13-position basic PII number.

b. Calls/orders issued by the purchasing office identified in the basic PII numbers shall be assigned numeric call/order serial number, beginning with 0001 through 9999.

c. Calls/orders issued by an office other than the purchasing office identified in the basic PII number shall be assigned alpha-numeric call/order serial numbers as follows:

(1) The first and second position shall be CL as assigned the U.S. Army Engineer District, Little Rock, Arkansas, in Appendix N of DFAR.

(2) The third and fourth position shall be serial number assigned by the issuing activity beginning with 01 and ending with 99. After the serial number 99 is used, a uniform series of numeric/alpha, alpha/numeric, and finally alpha serial numbers shall be assigned as follows (the letters I and O shall not be used):

1A, 1B, and so on to LZ
then 2A, 2B, and so on to ZZ
and so on to
9A, 9B, and so on to 9Z
followed by
A1, A2, and so on to A9
then B1, B2, and so on to B9
and so on to
Z1, Z2, and so on to Z9
followed by
AA, AB, and so on to AZ
then BA, BB, and so on to BZ
and so on to ZA, ZB, and so
on to ZZ.

A register is maintained in the District Office, Procurement Branch, for Delivery Orders under Indefinite Delivery Type Contracts and Delivery Orders written against Federal Supply and General Service schedules. Field offices having a requirement for Delivery Order numbers may obtain them by contacting the Chief, Procurement Branch, Contracting Division, Telephone No. (501) 324-6962, who will assign a single number or a block of numbers (as may be required for immediate use) to the requesting field office.

7. Example of PII numbers.

- a. Invitation No. DACW03-90-B-0001
- b. Amendment No. 1 to Invitation - 0001.
- c. Contract No. DACW03-90-C-0001
- d. Modification No. 1 to Contract - P00001.
- e. Indefinite Delivery Type Contract - DACW03-90-D-0001.
- f. Delivery Order under Indefinite Delivery Type Contract when issued by Purchasing Office identified in the basic PII number - 0001.

g. Delivery Orders under Indefinite Delivery Type Contract when issued by an office other than the Purchasing Office identified in the basic PII number - CL01.

h. Delivery Orders against Federal Supply Schedules - DACW03-90-F-0001.

i. Purchase Order - DACW03-90-M-G001. Field offices will use letter symbols that have been previously assigned to respective field offices by the Chief, Contracting Division. If the serial number in any given fiscal year reaches G999 and additional numbers are needed, the next number shall be GA01 through GA99, GB01 through GB99, and so on until the fiscal year ends (sample shows letter G pertaining to Greers Ferry).

j. Request for Quotation - Manual - DACW03-90-Q-0001.

k. Request for Proposal - DACW03-90-R-0001.

l. Sales Contract - DACW03-90-S-0001.

8. Registers of numbers for procurement instruments.

Contracting Division will maintain the following listed registers of procurement instruments:

a. Invitation numbers.

b. Request for Quotation numbers.

c. Request for Proposal numbers.

d. Orders under indefinite delivery type contracts.

e. Delivery orders against Federal supply schedule.

f. Contract numbers (except Real Estate documents).

CHAPTER 3

OFFICIAL CONTRACT FILES

1. Marking documents "FOR OFFICIAL USE ONLY." Certain documents which are placed in the "official contract files" are required to be marked "FOR OFFICIAL USE ONLY." The FOUO marking on certain documents is cancelled upon the occurrence of an event, such as bid opening, award, completion of negotiation, etc; while the FOUO marking on other documents is exempted from automatic termination. Each division or unit creating a document which is classified "FOR OFFICIAL USE ONLY" shall exercise extreme care to have the document properly marked.

2. Marking documents "Source Selection Information - See FAR 3.104"

Certain documents are considered source selection and are not to be released, even after award. The cover page and each page of the material including source selection material or proprietary information shall be marked with the legend "SOURCE SELECTION INFORMATION - SEE FAR 3.104." Although the material described below is considered to be source selection information whether or not marked, all reasonable efforts shall be made to mark such material with this legend. Examples are:

- a. Listings of offerors and prices (negotiated procurements-RFP)
- b. Listings of bidders prior to bid opening (RFP)
- c. Source Selection Plans
- d. Technical evaluation plans
- e. Technical evaluations of competing proposal
- f. Competitive range determinations
- g. Ranking (not applicable to sealed bidding-IFB)
- h. Source selection board reports and evaluations
- i. Source selection advisory board recommendations

3. Safeguarding of files. Employees checking out "official contract files" shall observe the following policy:

a. No document shall be removed without approval of the Chief of the A-E/Construction Contracts Branch or the Chief of the Supplies/Service Contracts Branch.

b. Individuals charged with files will be responsible for them until they are returned.

c. Contract files shall be returned to the designated office of record within 5 workdays after chargeout so that accumulated documents can be inserted in the proper place. If the file is needed for a longer period, another chargeout will be made.

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d. All contract files which are retained overnight and/or weekends shall be placed in a desk drawer or file cabinet.

e. During normal working hours, files or records determined to be FOUO shall be placed in an out-of-sight location if the work area is accessible to nongovernmental personnel. At the close of business, FOUO files/records shall be stored so as to preclude unauthorized access. Filing with other unclassified records in unlocked file cabinets or desks, etc., is adequate.

4. Types of contracts concerned. The instructions prescribed herein are applicable to all types of contracts; i.e., construction, supply, architect-engineer, service, etc.

5. Use of files. It is not the intent of this directive to restrict the use of contract files for official purposes. However, the safeguarding of these documents cannot be overemphasized.

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CHAPTER 4

OFFICIAL CONTRACT FILE MAINTENANCE

1. Objective.

a. To provide a uniform filing procedure throughout the Little Rock District.

b. To assure that contract files are fully documented for each action taken.

c. To establish responsibility for furnishing contract documents and other material required for the official contract files.

d. To provide a checklist indicating location of the various segments of a contract file and documents contained in each segment.

2. Procedures.

a. Files for all contracts awarded will be assembled in sections.

b. A separate index form will be used with each section of a file. The various sections are indicated at the top of each page of the form.

c. Individual documents in each section will be filed in chronological order as nearly as practicable and may be tabbed for ready reference when considered desirable.

3. General. The Contracting Division is the office of record for contract documents, with the exception of those items listed below:

PREAWARD

| <u>Item No.</u> | <u>Office of Record</u> |
|-------------------------|--|
| Drawings only | Survey & Data Section, Engineering Division |

POST AWARD

| | |
|---------------------------------------|--------------------------|
| Non-Discrimination Material | Office of Counsel |
| Labor Matters | Office of Counsel |
| Progress Schedule | Appropriate Field Office |
| Property Documents. | Appropriate Field Office |
| Fiscal Documents. | Finance & Accounting Br. |
| Quality Control Plan. | Appropriate Field Office |

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4. Responsibilities. Units creating documents described in checklist ENG Forms 3726, 3726-1, and 3726-2, for which Contracting Division is the office of record, will be responsible for furnishing such documents to the Contracting Division. In connection with negotiated contracts, such as Architect-Engineer, Engineering Service, Relocations, Utilities, Appraisals, etc., all correspondence and memorandums leading up through negotiation, award, and completion of contract shall be furnished to Contracting Division for the official contract file. In the event followup action is made by telephone, a memorandum of the telephone conversation shall be prepared and furnished Contracting Division. Special attention has been called to these actions pertaining to negotiated contracts since many of the actions are taken by offices other than Contracting Division. However, to preclude unnecessary followup action by the Contracting Division, originals of office copies of all contract documents, memorandums, and correspondence will be furnished the Contracting Division immediately upon dispatch or receipt of correspondence and completion of documentation for negotiated and advertised contracts. Each unit and field office will be responsible for maintaining documents on which they are the office of record, and these files will be monitored from time to time by a representative of the Contracting Division. It is incumbent upon all personnel responsible for negotiation, administration, and supervision of contracts to ensure that each contract file is timely and properly documented.

CHAPTER 5

DEBARRED BIDDERS LIST

1. Objective. The objective of this directive includes screening of all names of individuals and firms against the Debarred Bidders List in connection with advertising, negotiating, and contract awards.

2. Policy.

a. Upon receipt of a list of firms and individuals debarred, declared ineligible, or suspended, or a revision thereto, the names on the list shall be checked against the mailing lists of all units concerned within the Little Rock District, pertaining to construction, supply, architect-engineer, engineering service, real estate appraisals, sales, etc.

b. All requests for plans, specifications, and/or bidding papers from firms whose names are not on the bidders list shall be checked against the List of Parties Excluded from Federal Procurement or Nonprocurement Programs prior to honoring such requests.

c. Prior to selection of firms for negotiation of architectengineer, engineering service, real estate appraisals, sales, and other types of contracts, the names of the firms to be selected will be checked against the List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

d. Prior to award of any contract the name of the firm to whom award is to be made shall again be checked against the Debarred Bidders List.

e. Contracting Officers shall not consent to subcontracts with a contractor debarred, suspended, or proposal for debarment for any subcontract subject to Government consent. Contractors shall not enter into any subcontract equal to or in excess of \$25,000 with a contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. In that case, the contractor must notify the Contracting Officer, in writing, before entering into such subcontract. The notice must provide:

- (1) The name of the subcontractor
- (2) The contractor's knowledge of the reasons for the subcontractor being on the list of Parties Excluded from Procurement Programs
- (3) The compelling reason(s) for doing business with the subcontractor even though he is on the list
- (4) The systems and procedures the contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

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CHAPTER 6

REQUIREMENT PROCEDURES

1. Policy. The policy of this District regarding the percentage of work to be performed by the prime contractor on a construction contract shall be as follows:

a. If the contract amount is estimated to be less than \$1,000,000, the prime contractor shall perform not less than 20 percent of the contract. This requirement may be waived by the District Engineer when waiver is recommended by the Chief or Assistant Chief, Construction-Operations Division.

b. If contract amount is estimated to be \$1,000,000 or more, the percentage of work to be performed by the prime contractor shall be determined by the Chief or Assistant Chief, Construction-Operations Division, on a case-by-case basis, consistent with customary or necessary specialty subcontracting, complexity, and magnitude of the work and shall not be less than 20 percent.

2. Responsibility. The Construction Branch shall coordinate the procedure outlined herein with the Construction-Operations Division.

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CHAPTER 7

REQUESTING, RECEIVING AND TRACKING CONTRACT AUDIT REPORTS

1. General. References in paragraph 3 above require that all contract audit reports be tracked from request for audit through receipt, resolution, and disposition. In addition, these references prescribe policies for contract audit follow-up and establish a system for management action on contract audit reports.

2. Responsibilities.

a. Chief, Contracting Division shall

(1) take personal cognizance of all audit reports within the purview of the Little Rock District and assist Contracting Officers in the resolution and disposition of those audits, and

(2) report all audits to the Deputy Commander at least quarterly. Open reportable audits over 6 months old and not in litigation and open reports on which the Contracting Officer has not provided a status report will be reported to the Deputy Commander at least quarterly.

b. Individual Responsible for Approval of BCM shall

(1) be sufficiently independent so as to provide an impartial view, and

(2) consider the audit report, the Contracting Officer's analysis and intended position on each recommendation therein, and the analyses and positions of other members of the negotiating team. When deemed necessary by the approving official or the Contracting Officer, the auditor shall be invited to participate in the review.

c. Contracting Officers shall

(1) make every effort to accomplish resolution as described in DoD Directive 7640.2 ("Policy for Followup on Contract Audit Reports") not later than 6 months from the date of audit report. Coordinate with Internal Review in preparing report.

(2) appear before the Overaged Audit Review Board to discuss the resolution and disposition of any audit reported in Status Report on Specified Contract Audit Reports (DD-IG(SA) 1580) as overaged (over 12 months old), resolved or unresolved, and 6 to 12 months old, unresolved.

(3) provide input for Report DD-IG(SA)1580 to tracking individual in Contracting Division. (See Appendix A).

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d. Contract Audit Followup (CAF) Monitor: (Contracting Division) shall

(1) track all requests for audits through receipt, resolution and disposition.

(2) maintain central files on each audit requested. These files will include:

- (a) Report number
- (b) Activity address number
- (c) Issuing agency
- (d) Date of report
- (e) Contractor
- (f) Contract Number(s)
- (g) Organization responsible for disposition
- (h) Contracting Officer responsible for disposition
- (i) Total amount subjected to audit
- (j) Total questioned costs

For reportable audit reports (see **EFAR 15.891-3 "Reporting"**) the central files shall also include the following information:

- (k) Type(s) of recommendations contained in report using the codes in Appendix C.
- (l) Target date of resolution (original and revised)
- (m) Actual date of resolution
- (n) Target date for disposition (original and revised)
- (o) Date of final decision of Contracting Officer (if any)
- (p) Date of filing with Armed Services Board of Contract Appeals (ASBCA) or Court (if any)
- (q) Disposition results in terms of questioned cost sustained.

(3) The Army's Contract Audit Follow-up Automated Program is the only approved means to maintain data and forward through successively higher headquarters the Status Report on Specified Contract Audit Reports. Electronic transmission of the report

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must be received by HQ, USACE, ATTN: CEPR-O, no later than the fifth calendar day following the end of March, June, September and December.

(4) Maintain a suspense system of information to be furnished by the Contracting Officers; i.e., additional information resolution and disposition, etc.

6. Procedure:

a. Audit Request. Staff requests for audit will be sent to the **CAF monitor**, Contracting Division, in duplicate. Request shall be submitted on the form prescribed in Appendix B. Staff request shall be submitted with a Contract Pricing Proposal (SF 1411). A copy of the Technical Evaluation Analysis should accompany the request when available, or be furnished as soon thereafter as possible. (Audits are qualified by the auditors when this analysis is not submitted for review.)

b. Tracking Requirement. All audit reports will be tracked. The **CAF monitor** will assign an internal control number and forward a formal audit request to the cognizant Defense Contract Audit Agency (DCAA) office. The **CAF monitor** will furnish the internal control number to the requester.

c. Military Contract Audits. The audit requests for military contracts will be forwarded by the **CAF monitor** to the cognizant Defense Contract Audit Agency (DCAA) and performed in accordance with DCAA directives and applicable acquisition regulations.

d. Civil Works Contract Audits. The audit request for civil works contracts will be forwarded by the **CAF monitor** to the cognizant **DCAA** and performed in accordance with **DCAA** directives and applicable acquisition regulations.

4. Resolution of Contract Audit Report.

a. The Contracting Officer is responsible for reaching agreement with the auditor (resolution), and he/she has wide latitude and discretion in that regard. The Contracting Officer shall give full consideration to contract audit advice and to documentation of the disposition of audit recommendations.

b. The resolution and disposition of all contract audit reports shall be consistent with legal statutes, regulations, and DoD policy. The Contracting Officer shall pursue timely, proper resolution and disposition of contract audit reports. Resolution of contract audit reports, other than preawards, is required by Public Law 96-304 ("Supplemental Appropriations and Rescissions Act of 1980," July 8, 1980), as well as by Office of Management and Budget (OMB) Circular A-50 (Revised) ("Audit Followup," September 29, 1982) within 6 months of report issuance. Disposition should take place as soon as possible after resolution.

c. Resolution is achieved when the auditor and the Contracting Officer agree on the action to be taken on audit report findings and recommendations and/or qualifications; or, in the event of disagreement, when the Contracting Officer determines a course of action after following the prenegotiation documentation and review procedures (Pre-BCM). Resolution must be supported by specific written documentation in the file.

d. The documentation and review of proposed prenegotiation objectives shall provide the independent review for internal control purposes prescribed by OMB Circular A-50. For most contract audit reports, the Contracting Officer should obtain Contractor comments, and such technical advice deemed necessary, prior to formulating a prenegotiation position. The additional information shall be shared with the auditor, as appropriate. If additional audit effort is required because of data presented by the Contractor, the Contracting Officer shall promptly request such a review, and the audit organization shall give priority to providing the necessary additional audit support. If no additional audit effort is deemed necessary, the Contracting Officer shall communicate with the auditor on the proposed disposition, as necessary, to reach a fully informed decision.

In documenting his/her prenegotiation position, the Contracting Officer should indicate whether the audit recommendations were accepted or, if not, whether the auditor has revised them. When the Contracting Officer disagrees with the audit position, the Contracting Officer's prenegotiation documentation should include the rationale for not accepting the audit advice. The postnegotiation documents should include a summary of the field pricing report recommendations and the reasons for any pertinent variances from those recommendations.

e. An audit that is not resolved within 60 days after the date of audit shall be referred to the Chief, Contracting Division. The Chief, Contracting Division shall give careful consideration to the findings and recommendations of the auditors, as well as recommendations rendered by the other members of the Contracting Officer's team, in reviewing the position of the Contracting Officer. The review shall be completed prior to commencement of written or oral discussions and the results shall be incorporated in clear, written recommendations to the Contracting Officer addressing each difference between the position of the Contracting Officer and the auditor. Contract audit report for which resolution has not been accomplished within 6 months, shall be reported to the Principal Assistant Responsible for Contracting (PARC).

8. Notification of Final Disposition of Contract Audit Reports.

a. Explicit and timely documentation and feedback on the final disposition of audit reports are essential. Therefore, the Contracting Officer shall promptly prepare a memorandum covering

the disposition of all reports. The memorandum shall discuss the disposition of all recommendations and questioned and/or qualified amounts, including the underlying rationale for such dispositions. A copy of the memorandum (Post-BCM) shall be provided to the **CAF monitor** who will forward the copy to the cognizant contract auditor before a report is closed.

b. Existing feedback mechanisms, such as a price negotiation memorandum, DFARS 15.808 and FAR 15.808(a), or a written overhead negotiation memorandum, DFARS 42.706 and FAR 42.705-1(b)(5) should be used when applicable. For all other actions, a similar document shall be prepared. To ensure that the final disposition of all audit reports is properly accounted for, the Contracting Officer shall notify the cognizant audit office in writing of the cancellation of any acquisition action and of any unsuccessful offerors not receiving award of the contract or grant for which an audit report was issued.

c. Reporting Requirements (FAR 15.891-3). Status Report on Specified Contract Audit Reports (Report Control Symbol DD-IG(SA1580) will be submitted semiannually through CESWD-CT to CEPR-O no later than the fifth calendar day following the end of March, June, September and December of each year. Reportable audits prescribed in Appendix C will be reported in the format prescribed in Appendix A.

d. Documentation. A Business Clearance Memorandum (BCM) is required on all contract audits requiring resolution and disposition in accordance with DoD Directive 7564.2 (See AFARS 1.691-1(c)). All audit reports require resolution and disposition. All documentation is required in writing and shall reference the audit involved and show date of action. Copies of all supporting actions shall be furnished to the **CAF monitor**, Contracting Division, for audit tracking purposes. All district elements are individually responsible for ensuring that updated status on audits meeting the criteria above is furnished to the **CAF monitor**, Contracting Division. Any change in status must be submitted within 10 days of its occurrence. Status updates must show the DCAA Audit Report Number.

Chapter 8
Simplified Acquisition Procedures (SAP)

1. Scope. The objective of this directive is to prescribes policy and procedures for the acquisition of supplies, services and construction using purchase orders, blanket purchases agreements, Government wide commercial purchase cards, or any other appropriate authorized method in which the aggregate amount does not exceed \$100,000.

2. Purpose. The purpose is to prescribe simplified acquisition procedures (hereinafter) referred to as SAP to (a) reduce administrative cost; (b) improve opportunities for small business (SB) and Small Disadvantaged Business (SDB) concerns to obtain a fair proportion of Government contracts; (c) promote efficiency and economy in contracting; and (d) avoid unnecessary burdens for agencies and contractors.

3. Policy.

a. Simplified Acquisition Procedures (SAP) shall be used to the maximum extent practicable for all acquisitions of supplies or services not exceeding \$100,000, unless the requirements can be met by using required sources of supply, such as Federal Prison Industries, Committee for Purchase from People who are Blind or Severely Disabled, and Federal Supply Schedule contracts or orders under Federal Information Processing multiple award schedule contracts.

b. Federal Acquisition Computer Network (FACNET) is the Government wide Electronic Commerce/Electronic Data Interchange (EC/EDI) systems architecture for the acquisition of supplies and services that provides for electronic data interchange of acquisition information between the Government and the private sector, employs nationally and internationally recognized data formats, and provides universal user access. FACNET is the preferred means for acquiring supplies and services, including construction in amounts exceeding the micro-purchase threshold but not exceeding the Simplified Acquisition Threshold (SAT) (\$2,500 - \$100,000). Micro-purchase means an acquisition of supplies or services (except construction), in which the aggregate amount does not exceed \$2,500. Micro-purchases for construction are limited to \$2,000.

4. Procedures.

a. Awards under this part shall be made in the simplified manner that is most suitable, efficient, and economical in the circumstances of each acquisition. You may use these procedures in acquisitions for Government supply sources, if their use is authorized by the basic contract or concurred in by the source.

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b. Related items (such as small hardware items or spare parts for vehicles) may be included in one solicitation and the award made on an "all-or-none" basis if supplies are so advised when quotations are requested.

c. Use bulk funding to the maximum extent practicable to reduce processing time, handling, and documentation when numerous purchases using the same type of funds are to be made during a given period.

d. Government contract quality assurance of acquisitions at or below the SAT depends upon the criticality of application of the supplies or services, the amount of possible losses, and the likelihood of uncontested replacement of defective work.

e. United States owned foreign currency shall be used in making payments when using SAP.

f. Synopses non-FACNET solicitations over \$25,000 in the Commerce Business Daily (CBD). Exceptions to synopses of proposed contract actions can be found in FAR 5.202. Post non-FACNET solicitations over \$5,000 in a public place.

g. When a quotation, oral or written, is to be rejected because a small business firm is determined to be nonresponsible refer the matter to the Small Business Administration for a Certificate of Competency. Follow procedures in FAR 19.6, Certificates of Competency and Determinations of Eligibility.

5. Small Business Set-asides.

a. Requirements of an estimated value exceeding \$2,500 and not exceeding \$100,000 are reserved exclusively for small business concerns and shall be set aside, with the following exceptions:

(1) Micro-purchases, purchases of \$2,500 or less, may be made without competition or regard to business size if the prices are considered to be reasonable.

(2) The requirements of this section apply only to purchases in the United States, its territories and possessions, Puerto Rico, and the Trust Territory of the Pacific Islands. Foreign concerns shall not be solicited for acquisitions set aside for small business concerns.

(3) If the contracting officer determines there is no reasonable expectation of obtaining quotations from two or more responsible small business concerns that will be competitive in terms of market price, quality, and delivery, the contracting officer need not proceed with the SB set-aside and may purchase on an unrestricted basis and the file documented with an explanation.

Sole source purchases must be justified and documented regardless of the source of supply; however, specific comments must be made if purchase is from other than small business.

(4) See FAR part 19 for policy concerning:

(a) Contracting with the Small Business Administration under the 8(a) Program (subpart 19.8);

(b) The Small Business Competitiveness Demonstration Program (subpart 19.10);

(c) Emerging Small Business Set Aside for the Competitive Demonstration Program (19.1006). Reserve acquisitions between \$2,500.01 and \$25,000 exclusively for emerging small businesses if the contract is for supplies and services from the industry groups listed in FAR 19.10

b. If the purchase is on an unrestricted basis, document the file for the reasons for the unrestricted purchase.

6. Competition and Price Reasonableness.

a. Micro-purchases, purchases of \$2,500 or less, \$2,000 or less for construction.

(1) Purchases may be made without competition if the price is reasonable.

(2) Must comply with the requirements for utilization or Required Sources of Supplies and Services.

(3) Micro-purchases shall be distributed equitably among qualified suppliers.

(4) Requirements aggregating more than the micro-purchase threshold shall not be broken down into several purchases that are less than the threshold merely to permit purchase under this part.

(5) The administrative cost of verifying the reasonableness of the price of purchases not exceeding \$2,500 may more than offset potential savings from detecting instances of overpricing. Action for verifying price reasonableness need only be taken when:

(a) The buyer suspects or has information (e.g., comparison to previous prices paid or personal knowledge of the item involved) to indicate that the price may not be reasonable; or

(b) Purchasing an item for which no comparable pricing information is readily available

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(e.g., an item that is not the same as, or is not similar to other items that have been recently purchased on a competitive basis).

(6) The government wide commercial purchase card and electronic purchasing techniques, are to be used to the maximum extent practicable.

b. Purchase over \$2,500.

(1) Quotations shall be obtained from a reasonable number of qualified sources to promote competition to the maximum extent practicable and to ensure that the purchase is advantageous to the Government, price and other factors considered, including the administrative cost of the purchase.

(2) FACNET is the preferred method of soliciting and receiving quotes and providing notice of Government purchase requirements exceeding the micro-purchase threshold and not exceeding the SAT.

(3) Request for quotations should be solicited orally to the maximum extent practicable for actions not expected to exceed \$25,000, when FACNET is not available or a determination has been made that is not practicable or cost-effective to purchase via FACNET.

(4) Solicitations for construction contracts over \$2,000 shall only be issued electronically or by paper solicitation.

(5) When not soliciting quotations electronically, maximum practicable competition ordinarily can be obtained without soliciting quotations or offers from sources outside the local trade area in which the purchasing or field office is located. Solicitations shall not be limited to suppliers of well known and widely distributed makes or brands, nor on a personal preference basis. New supply sources, usually obtained through trade journals or other media, shall be reviewed and, if appropriate, added to the list of available sources.

(6) Generally, solicitations of at least three sources may be considered to promote competition to the maximum extent practicable. If practicable, two sources not included in the previous solicitation should be requested to furnish quotations.

(7) The following factors influence the number of quotations required in connection with any particular purchase:

(a) The nature of the article or service to be purchased and whether it is highly competitive and readily available in several makes or brands, or is relatively noncompetitive.

- (b) Information obtained in making recent purchases of the same or similar item.
 - (c) The urgency of the proposed purchase.
 - (d) The dollar value of the proposed purchase.
 - (e) Past experience concerning specific dealers' prices.
- (8) Make every effort to obtain trade and prompt payment discounts. However, prompt payment discounts shall not be considered in the evaluation of quotations.
- (9) Post non-FACNET solicitations over \$5,000.
- (10) Synopsise non-FACNET solicitations over \$25,000.
- (11) Notification to unsuccessful suppliers shall be given only if requested.

7. Data to Support Purchases.

- a. Reasonableness of price should be based on competitive quotations. If only one response is received or the price variance between multiple responses reflects lack of adequate competition, a statement shall be included on the requisition. This determination may be based on a comparison of the proposed price with prices found reasonable on previous purchases, current price lists, catalogs, advertisements, similar items in a related industry, value analysis, the contracting officer's personal knowledge of the item being purchased or any other reasonable basis.
- b. If only one source is solicited, an additional notation shall be made to explain the absence of competition, except for acquisition of utility services available only from one source or of educational services from non profit institutions.
- c. When other than price related factors are considered in selecting the supplier, document the file to support the final contract award decision.
- d. The official Government Estimate (G.E.) is required for construction acquisitions over \$25,000.

8. Blanket Purchase Agreements.

- a. Blanket Purchase Agreements (BPA) are a simplified method of filling anticipated repetitive needs for supplies and services by establishing "charge accounts" with qualified sources of supply.

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BPAs reduce the administrative cost of purchasing supplies and services by eliminating the need for individual purchase Orders. A summary invoice shall be submitted no more than monthly or upon expiration of the BPA, whichever occurs first, for all deliveries made during a billing period.

b. BPAs are established for use by the level responsible for providing supplies for its own operations or for other offices, installations, projects, or functions. Issuance of BPAs for the district is restricted to the Contracting Division. Memorandums for establishment of a BPA shall be submitted to Contracting Division and shall state the following:

- (1) A description of the supplies or services to be supplied by the vendor.
- (2) List of names of individuals authorized to purchase under the BPA.
- (3) Dollar limitation for each individual purchase under the BPA.

(4) If a renewal of a BPA is being requested, it shall also state how many calls were made during the past year.

c. The use of BPAs does not exempt the agency from the responsibility for keeping obligations and expenditures within available funds.

d. Purchases Under Blanket Purchase Agreements.

(1) The use of a BPA does not authorize purchases that are not otherwise authorized by law or regulation. The existence of a BPA does not justify sole source purchasing or avoiding small business set-aside, or splitting purchases. Competition and price reasonableness also apply to each order under the BPA (see paragraph 6.b.(6)).

(2) If there is an insufficient number of BPAs to ensure adequate competition for a particular purchase -

(a) Solicit quotations from other sources.

(b) Establish additional BPAs to facilitate future purchases if-- (i) recurring requirements for the same or similar items or services seem likely; (ii) qualified sources are willing to accept BPAs; and (iii) it is otherwise practical to do so.

(c) Documentation of purchases under BPAs shall be limited to essential information and forms as follows:

(1) Purchases generally should be made electronically, or orally when it is not considered economical or practical to use electronic methods.

(2) A paper purchase document may be issued if written communications are necessary to ensure that the vendor and the purchaser agree concerning the transaction.

(3) If a paper document is not issued, the essential elements (e.g., date, call number, amount, vendor, items or services, price, name of person placing the call, and cost code (appropriation data), and delivery data) shall be recorded on the purchase requisition (DA 3953).

(4) When delivery is made or the services are performed, the vendor's sales document, delivery document, or invoice may (if it reflects the essential elements) be used for the purpose of recording receipt and acceptance of the items or services.

e. Review Procedures.

(1) Contracting Officers or the designated representative of the contracting officer, should review BPA files at least annually to ensure that authorized procedures are being followed.

(2) Contracting Officer that entered into the BPA shall maintain awareness of changes in market conditions, sources of supply, and other pertinent factors that may warrant making new arrangements with different suppliers or modifying existing arrangements.

f. Completion of Blanket Purchases Agreements. An individual BPA is considered complete when the purchases under it equal its total dollar limitation, if any, or when its stated time period expires.

9. Purchase Orders. Purchase orders generally are issued on a fixed-price basis. See Far Part 12 for acquisition of commercial items. Purchase orders shall include the following:

a. any trade and prompt payment discounts that are offered, consistent with the applicable principles in FAR 14.408-3;

b. the quantity of supplies or scope of services ordered.

c. Inspections under simplified acquisition procedures shall be as prescribed in FAR Part 46. Orders generally will provide that inspection and acceptance will be at destination, and source inspection should be specified only if required by FAR Part 46. If inspection and acceptance are to be performed at destination, advance copies of the purchase order, or equivalent notice, shall be furnished to consignee(s) for material receipt purposes. Receiving reports shall be

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accomplished immediately upon receipt and acceptance of material.

d. F.O.B. Destination shall be specified for supplies to be delivered within the United States, except Alaska and Hawaii, unless there are valid reasons to the contrary.

e. Each purchase order shall contain a determinable date by which delivery of supplies or performance of services is required.

f. The contracting officer's signature on purchase orders shall be in accordance with FAR 4.101, Facsimile and electronic signature may be used in the production of purchase orders by automated methods.

g. Distribution of copies of purchase orders and related forms shall be limited to those copies required for essential administration and transmission of contractual information.

10. Unpriced Purchase Orders. An unpriced purchase order is an order for supplies or services, the price of which is not established at the time of issuance of the order. Unpriced purchase orders may be issued by using written purchase orders or electronically. A realistic monetary limitation, either for each line item or for the total order, shall be placed on each unpriced order. The monetary limitation shall be an obligation subject to adjustment when the firm price is established. The contracting officer or the designated representative shall review the invoice price and, if reasonable, process the invoice for payment. An unpriced order may be used only when:

a. It is impractical to obtain pricing in advance of issuance of the purchase order; and

b. the purchase is for (1) repairs to equipment requiring disassembly to determine the nature and extent of repairs; (2) material available from only one source and for which cost cannot be readily established; or (3) supplies or services for which prices are known to be competitive but exact prices are not known (e.g., miscellaneous repair parts, maintenance agreements).

11. Purchase Orders and Related Forms. Use DD Form 1155, Orders for Supplies or Services, for purchases made using the simplified acquisition procedures of FAR Part 13. The DD Form 1155 provides the following functions:

a. A purchase order or a blanket purchase agreement;

b. A delivery order under a Government contract or from Government agencies outside the DoD;

c. A receiving and inspection report;

d. A property voucher;

e. A document for acceptance by the supplier; and

f. A public voucher, when used as: (1) a delivery order; (2) the basis for payment of an invoice against blanket purchase agreements or basic ordering agreements when a firm price has been established; or (3) a purchase order for acquisitions using simplified acquisition procedures.

g. The use of the DD Form 1155 as a purchase order is restricted to the Contracting Division. Ordering Officers may use the DD 1155 as a delivery order against existing contracts in amounts not exceeding their Ordering Officer authority.

12. Standard Form 30, Amendment of Solicitation/Modification of Contract. The Standard Form (SF) 30, Amendment of Solicitation/Modification of Contract, should be used to modify purchase orders.

a. Unilateral modifications (see FAR 43.103) may be used for

(1) No cost amended shipping instructions (ASI) if

(a) The ASI modifies a unilateral purchase order, and

(b) The contractor agrees verbally or in writing.

(2) Any change made before work begins if --

(a) The change is within the scope of the original order;

(b) The contractor agrees;

(c) The modification references the contractor's verbal or written agreement; and

(d) Block 13D of the Standard Form 30 is annotated to reflect the authority for issuance of the modification.

b. A supplemental agreement converts a unilateral purchase order to a bilateral agreement. If not previously included in the purchase order, incorporate the clauses prescribed in DFARs 213.507 (a)(ii) in the SF 30, and obtain the contractors acceptance by signature on the SF 30.

c. Use Standard Form 30 to cancel a unilateral purchase order.

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d. It is not necessary to modify a purchase to document a shortage in the final shipment, provided the shortage is negligible.

13. Optional Form (OF) 347, Order for Supplies or Services, and Optional Form 348, Order for Supplies or Services Schedule-Continuation. DoD Departments and agencies shall not use Optional Forms 347, Order for Supplies or Services, and 348, order for Supplies or Services Schedule-Continuation.

14. Standard Form 44, Purchase Order-Invoice -Voucher. Standard Form 44, Purchase Order-Invoice-Voucher is a pocket-size purchase order form designed primarily for on-the-spot, over the counter purchases of supplies and nonpersonal services while away from the purchasing office or at isolated activities. It is a multipurpose form that can be used as a purchase order, receiving report, invoice, and public voucher.

a. The SF 44 may be used if all of the following conditions are satisfied:

(1) The amount of the purchase is at or below the micro-purchase threshold, except for purchases made under unusual and compelling urgency or in support of contingency operations. The amount of the purchase can not be over the Ordering Officer's appointment authority and funds must be available.

(2) The supplies or services are immediately available.

(3) One delivery and one payment will be made.

(4) Its use is determined to be more economical and efficient than use of other simplified acquisition methods.

(5) Since there is, for all practical purposes, simultaneous placing of purchase orders on SF 44 and delivery of the items ordered, clauses are not required for purchases using this form.

(6) Safeguards regarding the control of forms and accounting for purchases should be provided.

(7) The micro-purchase limitation applies to all purchases except that purchases up to the simplified acquisition threshold may be made for

(a) Aviation fuel and oil;

(b) Overseas transactions by contracting officers in support of a contingency operation; and

(c) Transactions in support of intelligence and other specialized activities addressed by FAR Part 2.7 of Executive Order 12333.

(8) The signature of the contracting officer constitutes certification of fund availability under the appropriation cited on the order. The contracting officer is responsible for ensuring that funds are available and for entering the proper accounting classification on the order.

(9) When bulk funding is used, the contracting officer shall inform the finance and accounting officer at the close of the each accounting month of the amount of all purchases made from the bulk funding accounting by use of the Standard Form 44.

(10) If the supplier agrees, the contracting officer may hold completed Standard Forms 44 until the end of a month and prepare Standard Form 44 until the end of a month and prepare Standard Form 1034 as the payment voucher with the SF 44 attached as subvouchers. In such cases the signature of the contracting officer on SF 1034 shall be sufficient in place of a signature on each SF 44 attached. If the supplier does not agree to use this procedure or if a time payment discount offered cannot be taken because of this procedure, the individual SF 44 shall be processed without delay to take the time payment discount.

b. Preparation of Standard Form 44.

(1) Number of Copies. Prepare four (4) copies at time of purchase.

(2) Entries. Entries shall be typed or made with a ball point pen, DO NOT USE LEAD PENCIL.

c. Numbering of Standard Forms 44 and Delivery Order.

(1) All Standard Forms 44 and Delivery Orders (DD Form 1155) will be numbered in accordance with the Uniform Procurement Instrument Identification (PII) numbering system. The First six digits identify the department preparing the document. For the Little Rock District, this identification is DACW03 for civil works and DACA03 for military. The next two positions will be the last two digits of the fiscal year in which the PII number is being used. The ninth position will be the capital letter M to indicate that the instrument is a manual purchase order (SF 44) or the capital letter F to indicate the instrument is a delivery order (DD 1155). The first position of the last four positions of the SF 44 number issued by Ordering Officers in the field will be assigned as Alpha character to identify the issuing field office. The remaining three positions will be used for numbering the SF 44. The series of numbers to be used by each office for delivery

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orders for other agency contracts has been designated by the Chief, Finance and Accounting Branch and Chief, Construction-Operations Division. Delivery orders issued against local (Little Rock District) contracts will be assigned a four digit number beginning with 0001 and run consecutively for the duration of the contract. Ordering Offices are assigned Alpha characters for entry on SF 44 as listed below:

- A - Toad Suck Ferry Project Office
- B - Beaver Resident Office
- C - Clearwater Resident Office
- D - Not Assigned
- E - Not Assigned
- F - Not Assigned
- G - Greers Ferry Resident Office
- H - Millwood-Tri Lakes Resident Office
- J - Arsenal Resident Office
- K - Not Assigned
- L - Military Construction Resident Office
- M - Mountain Home Resident Office
- N - Nimrod-Blue Mountain Resident Office
- P - Pine Bluff Resident Office
- Q - Not Assigned
- R - Russellville Resident Office
- S - Not Assigned
- T - Table Rock Resident Office
- U - Not Assigned
- V - Not Assigned
- W - Not Assigned
- X - Not Assigned
- Y - Not Assigned
- Z - Ozark Lake Project Office

(2) Date of Order. Insert actual date of purchase. This must always be the same as the date of signature by the seller.

(3) Name and Address of Seller. This must be printed and include the complete mailing address. Name must be identical to the seller's name in the certification block.

(4) Furnish Supplies or Services To. Insert the name and present location of the installation placing the order.

(5) Supplies or Services, Quantity, Unit Price, Totals and Discount Terms. Self-explanatory.

(6) Agency Name and Billing Address. USAED Little Rock, C/O USACE Finance Center, ATTN: CEFC-AO, 7800 3rd Avenue, Millington, TN 38054-5005.

(7) Date Invoice Received. Same as date of order.

(8) Ordered By. The signature, TYPED or PRINTED Name, and the title "Ordering Officer" shall be inserted. NOTE: ENSURE THAT THE PERSON AUTHORIZED AS ORDERING OFFICER SIGNS AS ORDERING OFFICER.

(9) Purpose and Accounting Data. In this space, insert complete accounting classification, including cost code which shall be charged as furnished by the Finance and Accounting Branch. STATE WHETHER THE CONTRACTOR IS A "SMALL" OR "LARGE" BUSINESS.

(10) Received by, Title and Date. The individual authorized to accept the supplies or nonpersonal services shall complete this section. Date of order and date of receipt of material need not be the same date. ONLY THE PERSON AUTHORIZED TO SIGN AS RECEIVING AGENT CAN SIGN.

NOTE: FAILURE OF THE ORDERING OFFICER AND/OR RECEIVING AGENT TO SIGN IN THE APPROPRIATE SPACES WILL RESULT IN REJECTION OF INVOICE.

(11) Changes and Corrections. Do not erase any erroneous entries on the SF 44. Line out the erroneous entry and enter correct data immediately below. Each change will be initialed by the Ordering Officer.

d. Receipt of Material. After completion of the entries as indicated above, the original will not be signed by the seller if his invoice is attached to the SF 44, and check the box "Payment Requested" with the amount. Signature is required of the seller if no invoice is submitted with the SF 44. The receipt of all copies for items delivered shall be executed as noted in paragraph 14.c.(10). A copy shall then be given to the seller as his copy of the purchase order and invoice.

15. Commercial Items. Standard Form 1449, Solicitation/Contract/Order for Commercial Items, shall be used by the contracting officer when issuing written solicitations and awarding contracts and placing order for commercial items. See FAR Part 12 for acquisition of commercial items. Note, FAR Part 12 does not apply to acquisition of commercial items: at or below the micro-purchase threshold; when using the SF 44 (see section 13.505); when using the Governmentwide commercial purchase card.

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16. Provisions and Clauses.

a. Each purchase order (and each purchase order modification) shall incorporate all clauses required for or applicable to the particular acquisition.

b. Insert clause 52.213-2, Invoices, in purchase orders that authorize advance payments for subscriptions or other charges for newspapers, magazines, periodicals, or other publications (i.e., any publication printed, microfilmed, photocopied, or magnetically or otherwise recorded for auditory or visual usage).

c. Insert clause 52.213-3, Notice to supplier, in unpriced purchase orders.

17. Imprest Fund. The Little Rock District eliminated the imprest fund effective 30 September 1996.

18. Government Purchase Cards. The purchase card provides procurement and nonprocurement personnel with a simplified method of purchasing commercially available supplies and services which do not exceed the micropurchase threshold. Local guidance on purchases made using the Government credit card can be found in CESWL-CT-P Memorandum, dated 29 June 1995, subject: Credit Card Procedures for Small Purchases, and SWLR 715-1-13, Procurement Commercial Credit Card Program Responsibilities and Procedures.

19. Specific instructions for Simplified Acquisitions can be found in Desk Top Standard Operating Procedures of the Contracting Division Branches.

CHAPTER 9

PREPARATION, APPROVAL, AND SUBMISSION
OF PURCHASE REQUEST AND COMMITMENT TO CONTRACTING DIVISION

1. Policy. This office memorandum establishes the procedures to be followed for the preparation of DA Form 3953, Purchase Request and Commitment, and submission to the District Contracting Division. (See Appendix K for an example of a properly completed PR&C.)

a. Material, supplies, equipment, and services required by any organizational element of the District will be obtained by PR&C prepared on DA Form 3953 and, in the case of field offices, those items which cannot be purchased locally or are outside the ordering officer's authority. (DA Form 3953 will be used for continuation sheets as DA Form 3953a is now obsolete.)

b. If the space provided on the form for "Accounting Classification" is inadequate for all entries on the requisition, the purpose for which each item is intended may be shown in the body of the form underneath the article listing. Extreme caution shall be exercised when inserting the cost symbols and allotment numbers in order that the proper symbols may be shown on the procurement instruments used by Contracting Division when making the procurement. In addition to the cost accounting classification, the organization code, object class code, and accounting element must be shown on each PR&C if the items requisitioned are to be paid for from appropriated funds. An example of the correct method of showing these symbols is 96X3123, CC165-29402, ORG: KA, OCC: 0260 275. NOTE: When the cost is to be broken down between several charge numbers, the percentage to be charged to each account should be shown, NOT the dollar amount, as the actual purchase price may be different from the estimated cost.

When the PR&C is for procurement for services, such as gate attendant services that will cross a fiscal year, the PR&C should indicate the amount of money to be obligated to each cost charge during the current fiscal year and the amount for the next fiscal year. If the exact cost is unknown, the PR&C should state percentages for each fiscal year.

c. Describe fully the article(s) required, stating quantity, size and dimensions. Items of a similar nomenclature or usage should be grouped together to facilitate the preparation of the Request for a Quotation (RFQ), Request for Proposal (RFP), or Invitation for Bid (IFB). For example, all items that can be obtained from a certain supplier should be listed in numerical order on the PR&C. Catalog reference data should be shown when available. In case of machinery replacement parts, the part name, size, and number must be shown, as well as the name of the manufacturer, serial number, model number, and size of the machine

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or equipment for which the repair part(s) is required. In addition all PR&C must include the four digit Federal Supply Code for each service, supply or construction line item entry. List of Federal Supply Codes can be obtained from Contracting Division.

d. Competition is required when the acquisition cost of any item or group of similar items exceed \$2,500 in cost. PR&Cs will be supported by a detailed written justification when items are obtainable only from a sole source or the item(s) specified cannot be substituted. A statement that the estimated price is "fair and reasonable" and the method of determination should also be included on the PR&C when sole source items are to be acquired. PR&Cs that merely state "SOLE SOURCE - DO NOT SUBSTITUTE" will be returned for inclusion of the written justification. Sole source purchases are generally for exact replacement part or a finished product that has characteristics superior to those of any other product. Occasionally, there is only one source within a reasonable distance to provide the product or services required. Typically, this justification lends itself to the purchase of items such as stone or gravel when there is only one quarry within a competitive hauling distance of the destination.

e. Requirements for items with an estimated cost of less than \$25,000 should be anticipated in advance to permit the following time frames for delivery:

(1) 15 to 20 calendar days for delivery of items which are ordinarily available within the local trade area.

(2) 45 to 60 calendar days for delivery of items which are not available within the local trade area.

f. Items, construction, or services, exempted from **Electronic Commerce (EC) by the Contracting Officer**, in excess of \$25,000 must be advertised in the Commerce Business Daily (CBD) for a total of 15 calendar days, not including an allowance of 6 days for the notice to reach the CBD. The RFQ, RFP, or IFB must then remain open for an additional 15 days. Requisitioners must consider this 55 days plus their delivery time when submitting requisitions that are not suitable for EC, in excess of \$25,000. The only reasons for not advertising in the CBD are set forth at FAR 5.202. The exception at 5.202(a)(2) is the primary exception applicable to formally advertised or negotiated procurement in the Little Rock District (LRD). This exception reads as follows: "(a)(2) The contract action is made under the conditions described in 6.302-2 and the Government would be seriously injured if the agency complies with the time periods specified..." 6.302-2 reads as follows: "(2) When the agency's needs for the supplies or services are of such an unusual and compelling urgency that the Government would be seriously injured unless the agency is permitted to limit the numbers of sources from which it solicits bids or proposals, full and open competition need not be provided for." The PR&C

should be documented accordingly when this situation exists.

g. Required delivery dates cited on requisitions will reflect the actual needs of the requisitioning unit as it is sometimes necessary to pay a premium for early delivery. Terms such as "at once" or "immediately" will not be used except in emergencies, in which case the nature of the emergency will be clearly stated.

h. A PR&C numbering system consisting of letter or letters prefix, the last two digits of the fiscal year, and the PR&C number separated by dashes will be established and used by each requisitioning element. The PR&C number will start with number 01 at the beginning of each fiscal year. An example would be: MH-90-01 which is the first PR&C of Mountain Home for FY 90.

i. In the block on the PR&C entitled "The foregoing items are required not later than as indicated above for the following purpose," insert a concise statement stating the intended purpose of the procurement.

2. Approval of PR&Cs.

a. PR&Cs originating in the District Office from division level will be signed or approved by the appropriate chief or assistant chief of the division or a person so designated in writing by the division chief.

b. PR&Cs issued by advisory and administrative staff offices shall be signed by the chief or assistant chief.

c. PR&Cs issued by a branch or section of a division shall be signed by the division chief, assistant chief, or a person so designated in writing by the division chief.

d. All PR&Cs originating in field offices shall be signed by the resident engineer/manager or the acting resident engineer/manager of the office initiating the request. The PR&C will then be forwarded through the Construction-Operations Division for approval of funds. PR&Cs for land and floating plant and items purchased with PRIP funds will also be screened by the Chief, Navigation and Maintenance Branch, Construction-Operations Division, prior to forwarding to Contracting Division.

e. The title of the person who signs a PR&C shall be shown.

f. PR&Cs for office furniture or equipment shall be routed through Logistics Management Office for approval. Upon approval, all PR&Cs will be submitted directly to Contracting Division for necessary procurement action. (In the case of FEDSTRIP purchases, see paragraph 2(g)(1) below.)

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g. PR&Cs for supplies, materials, or repair of office equipment shall be routed through Logistics Management Office for screening for like items available in the various surplus/excess property channels in the case of supplies or materials and for maintenance of a record of repair costs on office equipment. If there are no suitable items available in the surplus/excess channels or after recording the repair costs, the PR&C shall be forwarded to Contracting Division for initiation of an open market purchase.

(1) When items available from GSA stock or DLA are requested, the PR&C should include only those items because the Logistics Management Office is now responsible for initiating all FEDSTRIP and MILSTRIP procurements. Non-GSA or DLA items should be on separate PR&Cs.

(2) PR&Cs for services or construction shall be submitted directly to Contracting Division after being reviewed by Construction-Operations Division in the case of field offices, and directly to Contracting Division in the case of District Office elements.

h. PR&Cs received by Contracting Division which have not been staffed and approved as outlined herein will be returned for the necessary approval.



CHARLES C. MCCLOSKEY, III
Colonel, Corps of Engineers
District Engineer

DISTRIBUTION: A

CHAPTER 10

FURNISHING GOVERNMENT PROPERTY

1. General. The basic policy of the Government is that government property (including material) will normally not be provided to the contractor. Contractors shall ordinarily furnish all material for performing Government contracts unless it is determined that significant economy, standardization, or expedited production is necessary to be achieved. As a general rule, only high dollar value or very specialized equipment in good condition should be considered for possible contractor use.

2. Procedures.

a. An analysis will be made by the using organization and approved by Contracting and the Property Book Officer. The analysis is to include the following:

(1) Acquisition cost of materials or supplies (including purchase cost, administrative cost, handling, inventory),

(2) Cost to the government for property administration,

(3) Cost for replacement if the equipment fails. In the case of supplies/materials, replacement cost of the materials if unuseable,

(4) Government liability if the equipment (or material) is not available or becomes unserviceable, and

(5) If the property would be useful to the contractor in performance of the mission.

b. Forward to Contracting Division a copy of the above analysis for approval action along with a certified statement that the GFP is on hand or will be ordered within sufficient time to meet contract requirements. If the GFP is not on hand, the requiring activity (user) shall provide details to show GFP was ordered in a timely manner. Such documentation should include contract/purchase order number and delivery date, purchase request was submitted, requested delivery date, and any other pertinent information.

c. The using or requiring office shall also provide a list of the government furnished property showing the value of each item. The solicitation will include the value of each item.

d. When the contract is signed listing government property, the property administrator and the contractor MUST do a joint inventory. Once the contract is signed, if the clause Property Records, FAR 52.245-1, is not included in the contract, the

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Change 1
19 Oct 90

contractor takes control of the property, and must establish a control system, and the property administrator must approve that system. When this happens the property book office drops out of the process, because the contractor records becomes the official property records. If FAR 52.245-1 is included, the property administrator shall maintain such of the records specified in FAR 45 (as supplemented) as may be required to maintain effective property control. The Little Rock District's policy is to include FAR 52.245-1 in almost all instances; therefore, the property book office WILL NOT drop out of the process.

3. Property Administrator. The Property Administrator shall be appointed by the Contracting Officer in the same manner as appointment of COR'S. Therefore, information must be provided to the Contracting Division as to the qualifications of a prospective Property Administrator. In considering experience, training and education, the following shall be evaluated:

a. Experience in accounting, material control, inventory control and allied functions,

b. Formal education or specialization in such areas as evaluating, monitoring, administering, or coordinating industrial property programs or implementing plans and policies in support of diversified property control system; and

c. Knowledge of the provisions of Part 45 of the Federal Acquisition Regulations as supplemented.

STATUS REPORT ON SPECIFIED CONTRACT AUDIT REPORTS
(Report Control Symbol DD-IG(SSA) 1580)

OPEN REPORTS

For period ending _____
U.S. Army Engineer District, Little Rock, _____

| Audit Report Number | Report Date | Contractor Name | Type of Audit | Cost Questioned or Cost Avoidance | In Litigation | Resolved or Unresolved | Resolution Target Date | Disposition Target Date |
|---------------------|-------------|-----------------|---------------|-----------------------------------|---------------|------------------------|------------------------|-------------------------|
| | | | <u>1</u> | | <u>3</u> | <u>4</u> | <u>5</u> | <u>5</u> |

A. Overaged reports (over 12 months old)

B. Reports 6-12 months old

C. Reports less than 6 months old

D. Reports in litigation

E. Reports involved in criminal investigation 2

- 1/ Use types or codes listed in Appendix C
- 2/ If the investigative organization has requested deferral of resolution or disposition
- 3/ Docket/Case No. or no (N)
- 4/ Date of resolution or (U) if unresolved
- 5/ year, month, day

APPENDIX A

SWLOM 715-1-9
11 Apr 90

STATUS REPORT ON SPECIFIED CONTRACT AUDIT REPORTS
(Report Control Symbol DD-IG(SSA) 1580)

REPORTS CLOSED DURING PERIOD

For period ending _____
U.S. Army Engineer District, Little Rock, _____

| Audit Report Number | Report Date <u>5/</u> | Contractor Name | Type of Audit <u>2/</u> | Date of Disposition <u>1/</u> | Cost Questioned or Cost Avoidance | Costs Sustained/Avoided |
|---------------------|-----------------------|-----------------|-------------------------|-------------------------------|-----------------------------------|-------------------------|
|---------------------|-----------------------|-----------------|-------------------------|-------------------------------|-----------------------------------|-------------------------|

A. Reports listed as overaged in prior report

B. Other reports closed during period

A-2

1/ Year, month, day
2/ Use types of codes listed in Appendix C

SWLDM 715-1-9
11 Apr 90

APPENDIX B

U.S. Army Corps of Engineers
Little Rock District

REQUEST FOR AUDIT

From: CESWL- _____ Solicitation Number or
Name _____ Contract Number: _____
Tel No. _____ Project Name: _____

Modification No. _____

To: CESWL-CT- _____ Date: _____

1. Request the following report (check one):

- | | |
|--|---|
| <input type="checkbox"/> Estimating System Survey | <input type="checkbox"/> Final Pricing Submissions |
| <input type="checkbox"/> Accounting System Survey | <input type="checkbox"/> Termination Settlement Proposals |
| <input type="checkbox"/> Internal Control Review | <input type="checkbox"/> Reviews of Contract Claims |
| <input type="checkbox"/> Defective Pricing Reviews | <input type="checkbox"/> a. Equitable Adjustments |
| <input type="checkbox"/> Forward Pricing Proposals | <input type="checkbox"/> b. Hardship Claims |
| <input type="checkbox"/> Cost Accounting Standards Non-Compliance Determinations | <input type="checkbox"/> c. Escalation Claims |
| <input type="checkbox"/> Operations Audit | <input type="checkbox"/> Progress Payments |
| <input type="checkbox"/> Incurred Costs | <input type="checkbox"/> Pre-award Surveys |
| <input type="checkbox"/> Settlement of Final Indirect Costs | <input type="checkbox"/> Proposals for Change Orders or Modifications |
| <input type="checkbox"/> Closing Statements | <input type="checkbox"/> Assist Audits |

Prime/Sub Contractor: (Name) _____
(Address) _____
(City/State) _____

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2. Technical Evaluation enclosed: _____ Yes _____ No (If NO state target date) _____

3. Other enclosures: (list)

4. Other audits of this contractor within the previous 12 months (by audit number):

5. Remarks:

Signature

Title

INSTRUCTIONS

Request for audit will be furnished in duplicate as follows:

Page 1 of 2:

Item 1: Complete all blanks on page 1. See Appendix C for type of audit. Indicate whether prime or subcontractor.

Page 2 of 2:

Item 2: If technical analysis is not included with audit request, indicate date it will be furnished.

Item 3: List any and all enclosures including standard forms submitted by contractor or claimant.

Item 4: List known audits of contractor within previous 12 months.

Item 5: Special instructions must be stated. As a minimum, state whether military or civilian requirement.

Forward to CESWL-CT-A (Audit Tracker).

APPENDIX C
AUDIT REPORTS
TYPES AND DEFINITIONS

| <u>CODE</u> | | <u>TYPE OF AUDIT</u> |
|-------------|-----|---|
| A | 240 | Estimating System Survey |
| B | 159 | Accounting System Review |
| C* | 179 | Internal Control Review |
| D | 420 | Defective Pricing Review |
| E | 440 | Cost Accounting Standards Noncompliance |
| F | 105 | Operations Audit |
| G* | 160 | Incurred Costs |
| H* | 140 | Settlement of Indirect Cost Rate |
| I* | 153 | Final Pricing |
| J* | 171 | Terminations |
| K* | 172 | Equitable Adjustment Claims |
| L* | 173 | Hardship Claims |
| M* | 174 | Escalation Claims |

*Report costs or rates questioned/qualified must equal \$100,000 or more.

Nonreportable Audits: Preaward Proposals
Forward Pricing
Overhead and Other Advance Rate Proposals
Progress Payments
Preaward Surveys
Proposals for Change Orders or Modifications
Assist Audits
Closing Statements

NOTE: ALL REPORTS (WHETHER REPORTABLE OR NONREPORTABLE) MUST HAVE A DOCUMENTED RESOLUTION AND DISPOSITION ACTION.

DEFINITIONS:

105--Operations Audit: An evaluation of a Contractor's operations, related functions, and/or cost objectives for the purpose of determining if the most efficient and economical methods are in use. Such an audit involves review and evaluation of a Contractor's policies, procedures, controls and actual performance to assure that a reasonable level of cost efficiency is achieved in accomplishing contract requirements.

- 140--Settlement of Indirect Cost Rate: An audit of indirect costs and the review of allocated methods and procedures applicable to such costs included in overhead, general and administrative expenses, and other indirect cost groups. These audits include an evaluation of the Contractor's allocation methods and bases, account analysis, home office cost and allocations, accruals, adjustments, credits, miscellaneous income, unusual journal entries, etc.
- 153--Final Pricing Submissions: An audit of a Contractor's final pricing proposal under a flexible fixed price contract. (All cost reimbursable contracts.)
- 154--Closing Statement: The audit effort involved in reviewing a Contractor's final voucher and related closing documents and in reconciling the final voucher costs to audited costs on a cost type contract.
- 159--Accounting System Review: A review of a Contractor's accounting system for the purpose of determining the adequacy and suitability of the system to accumulate costs for government contracts.
- 160--Incurred Costs: All audits of costs incurred under a cost type contract, except the final audit. (All cost reimbursable contracts.)
- 171--Termination Settlement Proposals: A review of a Contractor's claim for costs incurred on a terminated contract.
- 172--Equitable Adjustment Claims: A review of a claim initiated and submitted by a Contractor for costs incurred as a result of abnormal conditions not known or anticipated at the time the contract price was established.
- 173--Hardship Claims: A claim for adjustment of price in contract based on P.L. 804.
- 174--Escalation Claims: A claim submitted by a Contractor based on a clause in the contract to adjust prices in labor and material costs because of economic fluctuations or to provide for contract adjustments in the event of changes in the contract's established price. Upward or downward price adjustments are tied to the occurrence of certain contingencies which are specifically defined in the contract and beyond the control of the Contractor.
- 175--Progress Payments: A review of a Contractor's request for payment in performance of a contract in accordance with the provisions of the Federal Acquisition Regulation (FAR) subpart 32.5. This does not apply to contracts for construction when such contracts provide for progress payments based on a percentage or stage of completion. (All cost reimbursable contracts.)

11 Apr 90

179--Internal Control Review: A review of a Contractor's methods and procedures to safeguard resources, assure the accuracy and reliability of accounting and cost data, promote operational efficiency and encourage adherence to established management policies and procedures.

210--Forward Pricing Proposals: A review of a Contractor's estimate of costs supporting all types of proposals in connection with the award, administration, modification, or repricing of a government contract.

230--Advance Rate Agreements: A review of projected or forecasted bidding rates, pricing factors and other data which will be included in a Contractor's subsequent bid proposal. This review will lead to the establishment of formal or informal rate agreements or will form the basis for subsequent auditor recommendations regarding prospective costs.

240--Estimating System Survey: The evaluation of a Contractor's estimating methods and procedures.

420--Defective Pricing Reviews: A post award review of Contractor's cost or pricing data to determine if it was accurate, current and complete at time of price agreement.

440--Cost Accounting Standards Non-compliance Determination: Review of initial or revised disclosure statements and compliance reviews dealing with the Cost Accounting Standards.

--Preaward Surveys: A review of a Contractor's proposal before an award is made. Usually applies to 8(a) proposals and non-compliance proposals over \$500,000 in support of all costs.

--Proposals for Change Orders or Modifications: A review of a Contractor's proposal for change orders/modifications over \$500,000 in support of all costs.

--Assist Audits: An assist audit is an audit of a subcontractor's claim within a prime Contractor's claim. The assist audit is not resolved or disposed of if its results are included in the audit for the prime Contractor and the resolution and disposition of the audit of the prime Contractor address the issues of the assist audit. If the DCAA auditor has not included the assist audit in the prime Contractor audit, the assist audit will be resolved and disposed of separately.

--Open Reports: An audit report that has not been disposed of is considered open.

--Closed Reports: An audit report that has been disposed of is considered closed.

APPENDIX D

CESWL-TR

2 November 1989

MEMORANDUM FOR CESWL-CT-P

SUBJECT: Request for Blanket Purchase Agreement

1. It is requested that a Blanket Purchase Agreement be established with the following firm for any services, supplies, and computer repairs beginning 1 November 1989 and continuing through 31 October 1994.

Branson Computers & Communications, Inc.
P.O. Box 458
Branson, Missouri 65616

2. The vendor's billing period ends on the last day of each month. The vendor has agreed to accept payment monthly and will submit a consolidated invoice at the end of each billing period with two (2) copies of each delivery ticket.

3. Vendor's terms are net.

4. The following employees shall be authorized to place orders against this blanket purchase agreement with monetary limitation shown.

| NAME | MONETARY LIMITATION |
|--------------------|---------------------|
| R. B. GROVES | \$2000.00 |
| J. T. HARRINGTON | 2000.00 |
| K. R. FOERSTERLING | 2000.00 |
| B. A. PROCTOR | 2000.00 |
| H. E. PETER | 2000.00 |

RICHARD B. GROVES
Resident Engineer

ORDER FOR SUPPLIES OR SERVICES

Form Approved
OMB No. 0704-0187
Expires Jul 31, 1989

PAGE 1 OF
2

| | | | | | | | |
|--|--|--|--|---|--|--|--|
| 1. CONTRACT / PURCH ORDER NO. DACW03-90-A-0116 | | 2. DELIVERY ORDER NO Blanket Purchase Agreement | | 3. DATE OF ORDER 89 Nov 01 | 4. REQUISITION / PURCH REQUEST NO. Ltr, SWLTR, 2 Nov 89 | | 5. CERTIFIED FOR NATIONAL DEFENSE UN- DER DMS REG 1 DO |
| ORDERED BY Little Rock District Corps of Engineers P.O. Box 867 (700 W. Capitol Ave.) Little Rock, Arkansas 72203-0867 | | CODE W41XDE01 | | 7. ADMINISTERED BY (If other than 6) CODE | | 8. DELIVERY FOB <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER (See Schedule if other) | |
| 9. CONTRACTOR NAME AND ADDRESS Branson Computers and Communications, Inc. P. O. Box 458 Branson, MO 65616 | | CODE | | FACILITY CODE | | 10. DELIVER TO FOB POINT BY (Date) See Delivery Schedule | |
| | | | | | | 11. MARK IF BUSINESS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISAD- VANTAGED <input type="checkbox"/> WOMEN-OWNED | |
| | | | | | | 12. DISCOUNT TERMS Net | |
| | | | | | | 13. MAIL INVOICES TO Same as Block 14 | |

| | | | | | | | |
|--|--|---------------|--|--|--|--|--|
| 14. SHIP TO U S Army Corps of Engineers Table Rock Resident Office P.O.Box 1109/Hwy 165 S of Dam Branson, MO 65616 | | CODE W41XDE06 | | 15. PAYMENT WILL BE MADE BY Disbursing Officer Tulsa Dist Corps of Engineers P.O.Box 61 Tulsa, OK 74121-0061 | | CODE W44XG001 | |
| | | | | | | MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER | |

| | | | |
|------------------------|-------------|---|--|
| 16. REQUIRE ORDER TYPE | DELIVERY | This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. | |
| | PURCHASE XX | Reference your Blanket Purchase Agreement furnish the following on terms specified herein ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. | |

| | | | |
|--|-----------|----------------------|-------------|
| NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED |
| <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: | | | |

17. ACCOUNTING AND APPROPRIATION DATA / LOCAL USE

| ITEM NO. | 19. SCHEDULE OF SUPPLIES / SERVICE | 20. QUANTITY ORDERED / ACCEPTED* | 21. UNIT | 22. UNIT PRICE | 23. AMOUNT |
|----------|---|----------------------------------|----------|----------------|------------|
| | <p>This is a Blanket Purchase Agreement - the provisions are specified herein.</p> <p>DESCRIPTION OF AGREEMENT. You are authorized to furnish any services, supplies, and equipment handled by your firm if and when requested by the Contracting Officer or his authorized representative during the period specified.</p> <p>EFFECTIVE PERIOD: 01 November 1989 thru 31 October 1994 unless terminated sooner by either party.</p> <p>EXTENT OF OBLIGATION. It is understood that the Government is obligated only to the extent of the authorized calls actually placed against the blanket purchase agreement.</p> | | | | |

| | | | | | |
|--|--|--|--|---------------------------------|--|
| * If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and enclose. | | 24. UNITED STATES OF AMERICA BY: L. D. DAVIS CONTRACTING / ORDERING OFFICER | | 25. TOTAL | |
| 26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED | | 27. SHIP. NO. | | 28. D.O. VOUCHER NO. | |
| DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 30. INITIALS | |
| Date this account is correct and proper for payment. | | 31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 32. PAID BY | |
| DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | | 33. AMOUNT VERIFIED CORRECT FOR | |
| 37. RECEIVED AT | | 38. RECEIVED BY | | 34. CHECK NUMBER | |
| 39. DATE RECEIVED | | 40. TOTAL CONTAINERS | | 35. BILL OF LADING NO. | |
| | | 41. SR ACCOUNT NUMBER | | 42. SR VOUCHER NO. | |

NAME OF OFFEROR OR CONTRACTOR

Branson Computers & Communications, Inc.

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE |
|----------|-------------------|----------|------|------------|
|----------|-------------------|----------|------|------------|

PRICING. The prices to the Government for services, supplies, and equipment shall be as low as, or lower than, those charged your most favored customer, in addition to any discounts for prompt payment.

CALL LIMITATION. No individual call under this agreement shall exceed \$2,000.00.

INDIVIDUALS AUTHORIZED TO PLACE CALLS AND DOLLAR LIMITATIONS. The following listed individuals are authorized to request services, supplies, and equipment orally or in writing in the amount stated below:

| Name | Organization | Dollar Limitation Not to Exceed |
|--------------------|----------------------|------------------------------------|
| R. B. GROVES | TABLEROCK RES OFFICE | \$2,000.00 |
| J. T. HARRINGTON | " " " | 2,000.00 |
| K. R. FOERSTERLING | " " " | 2,000.00 |
| B. A. PROCTOR | " " " | 2,000.00 |
| H. E. PETTER | " " " | 2,000.00 |

DELIVERY TICKETS. All shipments under this agreement shall be accompanied by delivery tickets or sale slips which shall contain the following minimum information:

1. Name of supplier
2. Blanket Purchase Agreement Number DACW03-90-A-0116
3. Date of call
4. Call number
5. Name of individual placing call
6. Itemized list of supplies or services furnished
7. Quantity, unit price, and extension of each item less applicable discounts
8. Date of delivery or shipment

INVOICES. A summary invoice shall be submitted at least monthly or upon expiration of the blanket purchase agreement, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipted copies of the delivery tickets.

DELIVERY. Method of delivery and f.o.b. point for purchases made hereunder will be determined at the time the individual request for the supplies and equipment is made.

11 Apr 90

APPENDIX F

RESPONSIBILITY CLAUSE FOR RENTAL OF EQUIPMENT WITH OPERATOR

Contractor's Responsibility. The contractor shall be responsible that his employees strictly comply with all Federal, State, and municipal laws that may apply to operations under the contract; and it is understood and agreed that the contractor assumes full responsibility for the safety of his employees, plant, and materials and for any damage or injury done by or to them from any source or cause, except damage caused to plant or equipment by acts of the Government, its officers, agents or employees, in which event such damages will be the responsibility of the Government in accordance with applicable Federal laws. For the purpose of this clause, the terms "officers, agents or employees" of the Government shall not include persons who are employed by the Contractor and whose services have been furnished to the Government pursuant to this or any other contract.

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11 Apr 90

RESPONSIBILITY CLAUSE FOR RENTAL OF EQUIPMENT

Responsibility for Plant and Equipment.

At the expiration or earlier termination of this contract the Government shall yield up said property to the contractor in as good condition as when received, loss and damage by fire, act of God, and ordinary wear excepted; and the contractor shall, during the term of this contract, keep said property in good condition and fit for the use of which it was leased, except as otherwise specifically provided in the specifications. It is understood that the contractor releases the Government and its officers and agents from all responsibility for damages such as are ordinarily covered by insurance.

PURCHASE ORDER—INVOICE—VOUCHER

SWL0M 715-1-9
11 Apr 90

DATE OF ORDER 90 February 05
ORDER NO. DACW03-90-M-A031

APPENDIX I

PRINT NAME AND ADDRESS OF SELLER (Number, Street, City, and State)
KEELING COMPANY
4227 East 43rd Street
North Little Rock, Arkansas 72117

FURNISH SUPPLIES OR SERVICES TO (Name and address)
Toad Suck Ferry Project Office, C of E
Route 5, Box 140
Conway, Arkansas 72032

| SUPPLIES OR SERVICES | QUANTITY | UNIT PRICE | AMOUNT |
|---------------------------------|----------|------------|---------|
| Coupling #829-010 | 6 | \$1.54 | \$ 9.24 |
| Tee CGC PVC80 #801-010 | 4 | 2.26 | 9.04 |
| Male Adapter PVC 80 #836-010 | 2 | 2.46 | 4.92 |
| Gate Valve BR #GV-010 | 2 | 4.26 | 8.52 |

For Murray Lock and Dam

REVIEWED BY:
CESWL-CT-P

AGENCY NAME AND BILLING ADDRESS *
Tulsa District, C of E
P. O. Box 61
Tulsa, OK 74121-0061

TOTAL \$ 31.72
DISCOUNT TERMS
Net * _____ DAYS
DATE INVOICE RECEIVED
2/05/90

ORDERED BY (Signature and title)
EVELYN L. LANCASTER
Ordering Officer

PURPOSE AND ACCOUNTING DATA
96X3123 (KE) CA312 01102 0260 275

PURCHASER— To sign below for over-the-counter delivery of items
RECEIVED BY *Henry L. Hines*
HENRY L. HINES
TITLE Lockmaster DATE 2/05/90

SELLER— Please read instructions on Copy 2
 PAYMENT RECEIVED \$ _____
 PAYMENT REQUESTED \$ _____

NO FURTHER INVOICE NEED BE SUBMITTED
SELLER BY *[Signature]* (Signature) DATE 5 Feb, 90

I certify that this account is correct and proper for payment in the amount of \$ _____
DIFFERENCES
ACCOUNT VERIFIED: CORRECT FOR

(Authorized certifying officer) BY _____
PAID BY CASH DATE PAID _____ VOUCHER NO. _____
OR _____ (Check No.)

PLEASE INCLUDE ZIP CODE _____
1. SELLER'S INVOICE (See Instructions on Copy 2)
STANDARD FORM 44a (Rev. 10-83) PRESCRIBED BY GSA, FAR (48 CFR) 53.213(c)

ORDER FOR SUPPLIES OR SERVICES

Form Approved
OMB No. 0704-0187
Expires Jul 31, 1989

PAGE 1 OF 1

| | | | | |
|--|-----------------------|------------------------------|--|---|
| 1. CONTRACT / PURCH ORDER NO. ACW03-90-M-0020 | 2. DELIVERY ORDER NO. | 3. DATE OF ORDER 10/03/89 | 4. REQUISITION / PURCH REQUEST NO. BS 90-02 | 5. CERTIFIED FOR NATIONAL DEFENSE UNDER DMS REG 1 DO |
|--|-----------------------|------------------------------|--|---|

| | | | | |
|--|---------------|---|------|--|
| 6. ORDERED BY Little Rock District Corps of Engineers P. O. Box 867 (700 W. Capitol Ave.) Little Rock, AR 72203-0867 L. D. Davis 501-378-6962 | CODE W41XDE01 | 7. ADMINISTERED BY (if other than 6) See Block 6 | CODE | 8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other) |
|--|---------------|---|------|--|

| | | | | |
|---|------|---------------|---|--|
| 9. CONTRACTOR NAME AND ADDRESS Carlton-Bates Co. P. O. Box 9649 Little Rock, AR 72209 | CODE | FACILITY CODE | 10. DELIVER TO FOB POINT BY (Date) 10 Nov 89 | 11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED |
|---|------|---------------|---|--|

| | | | | | |
|---|---------------|---|---------------|--|--|
| 14. SHIP TO Bull Shoals Powerplant Mountain Home Resident Office Corps of Engineers Mountain Home, AR 72653 | CODE W41XDE03 | 15. PAYMENT WILL BE MADE BY Disbursing Officer Tulsa District, Corps of Engineers P. O. Box 61 Tulsa, OK 74121-0061 | CODE W44XG001 | 13. MAIL INVOICES TO Same as block 15 | MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER |
|---|---------------|---|---------------|--|--|

| | |
|--|--|
| 16. ORDER TYPE DELIVERY PURCHASE <input checked="" type="checkbox"/> | This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your oral quotation/Juanita furnish the following on terms specified herein ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. |
|--|--|

NAME OF CONTRACTOR _____ SIGNATURE _____ TYPED NAME AND TITLE _____ DATE SIGNED _____
 If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA / LOCAL USE
96X3123 CC166 23312 Org: RP OCC: 0260 275

| ITEM NO. | 19. SCHEDULE OF SUPPLIES / SERVICE | 20. QUANTITY ORDERED / ACCEPTED* | 21. UNIT | 22. UNIT PRICE | 23. AMOUNT |
|----------|---|----------------------------------|----------|----------------|------------|
| 1. | Rectifier, Silicon Controlled, JEDEC Type 2N692 | 10 | ea | 19.80 | 198.00 |

| | | |
|--|--|---------------------------------|
| * If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. | 24. UNITED STATES OF AMERICA BY: I. M. SNYDER CONTRACTING / ORDERING OFFICER | 25. TOTAL 198.00 |
| 26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED | 27. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 29. DIFFERENCES |
| DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ By this account is correct and proper for payment. | 31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 30. INITIALS |
| DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ | 32. PAID BY | 33. AMOUNT VERIFIED CORRECT FOR |
| 37. RECEIVED AT | 38. RECEIVED BY | 34. CHECK NUMBER |
| 39. DATE RECEIVED | 40. TOTAL CONTAINERS | 35. BILL OF LADING NO. |
| | 41. S/R ACCOUNT NUMBER | 42. S/R VOUCHER NO. |

| | | | | | |
|--|--|-------------------------|------------------------------|-------------------|-------------------|
| PURCHASE REQUEST AND COMMITMENT For use of this form, see AR 37-108: the proponent agency is USAFAC. | | PURCHASE INSTRUMENT NO. | REQUISITION NO. MW-90-017 | DATE 10 Jan 90 | PAGE 1 OF 1 PAGES |
|--|--|-------------------------|------------------------------|-------------------|-------------------|

| | | |
|--|---------------------------------|--|
| TO: Purchasing and Contracting Officer | THRU: 1. CONOPS 2. LOGISTICS | FROM: Millwood-Tri Lakes Resident Office |
|--|---------------------------------|--|

It is requested that the supplies and services enumerated below or on attached list be:

| | | |
|---|---|-------------------------------------|
| PURCHASED FOR Millwood-Tri Lakes Resident Office | DELIVERED TO Millwood-Tri Lakes Resident Office, Rt. 1, Ashdown, AR 71822 | NOT LATER THAN (Date) 1 March 90 |
|---|---|-------------------------------------|

The supplies and services listed below cannot be secured through normal supply channels or other Army supply sources in the immediate vicinity, and their procurement will not violate existing regulations pertaining to local purchases for stock, therefore, local procurement is necessary for the following reason: (Check appropriate box and complete item.)

| | | |
|---|---|--|
| LOCAL PURCHASES AUTHORIZED AS THE NORMAL MEANS OF SUPPLY FOR THE FOREGOING BY | REQUISITIONING DISCLOSES NONAVAILABILITY OF ITEMS AND LOCAL PURCHASE IS AUTHORIZED BY | NAME AND TELEPHONE NO. OF PERSON TO CALL FOR ADDITIONAL INFORMATION Wanda L. Webber, 501-898-3343 |
|---|---|--|

EMERGENCY SITUATION PRECLUDES USE OF REQUISITION CHANNELS FOR SECURING ITEM

| | | | | | | | |
|------|-----------------------------------|----------|------|------------|------------|--|----------------------|
| ITEM | DESCRIPTION OF SUPPLY OR SERVICES | QUANTITY | UNIT | ESTIMATED | | ACCOUNTING CLASSIFICATION 96X3123 ORG: MK OCC: 0260 275 CB14306102 | AMOUNT \$6,556.00 |
| | | | | Unit Price | Total Cost | | |

| | | | | | |
|----|--|----|----|----------|------------|
| 1. | Handicap Picnic Table A830HHDM 8' Table | 4 | ea | \$316.00 | \$1,264.00 |
| 2. | Regular Picnic Table A630HDM 6' Table | 18 | ea | \$294.00 | \$5,292.00 |

Wabash Valley Manufacturing, Inc.
P. O. Box 5
Silver Lake, IN 46982
(Contract # GS07F16878)

| | | |
|-----------------------|--|-----------|
| DATE | TYPED NAME AND TITLE OF CERTIFYING OFFICER | SIGNATURE |
| DISCOUNT | | |
| PURCHASE ORDER NUMBER | | |
| DELIVERY SCHEDULE | | |

THE FOREGOING ITEMS ARE REQUIRED NOT LATER THAN AS INDICATED ABOVE FOR THE FOLLOWING PURPOSE: Replace the worn out concrete tables that currently represent a safety hazard.

Approved by commanding officer or his designee

| | | | | | |
|-----------|--|---------------------|------|--|-----------|
| DATE | TYPED NAME AND GRADE OF INITIATING OFFICER | SIGNATURE | DATE | TYPED NAME AND GRADE OF COMMANDING OFFICER OR DESIGNEE | SIGNATURE |
| 10 Jan 90 | JOHN B. RISINGER, GS12 TELEPHONE NO. 898-3343 | /s/JOHN B. RISINGER | | | |
| DATE | TYPED NAME AND GRADE OF SUPPLY OFFICER | SIGNATURE | | | |

I-K-1

APPENDIX K

SWIOM 715-1-9
11 Apr 90