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# Acquisition Instruction

Effective: 08 September 2014

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CJTSCC Acquisition Instruction (September 2014)

This Acquisition Instruction rescinds or supersedes the following Policy Memorandums:

Policy #	Subject	Date Issued	AI Reference
Acquisition Instruction	CJTSCC Acquisition Instruction HCA, BG James E. Simpson	12 Jun 2014	
Interim Policy Directive 14-21	Update Policy and Legal Review Thresholds	17 Aug 2014	<a href="#">AI 5101.601-100(d)</a>
SOP 14-05 R1	Requirements Acceptance		<a href="#">AI 5111.100</a>
SOP 14-07	Prohibition on Contracting with the Enemy	12 Aug 2014	<a href="#">AI 5125.7799-2002</a> SOP 5125.7799-200
PM 12-01	Mandatory Tracking and Documenting of Host Nation Contractor Past Performance	02 Nov 2011	<a href="#">AI 5142.1502</a>
SOP 10-02, rev 2	COR Program	Jun 2010	Replaced by APM 13-02 and never formally rescinded
APM 14-12	Procurement Management Reviews (PMR)	13 May 2014	<a href="#">AI Appendix CC</a>
SOP 14-03	Procurement Management Review (PMR) Program	14 May 2014	<a href="#">AI Appendix CC</a>

**Table of Contents**

**PART 1 – FEDERAL ACQUISITION REGULATIONS SYSTEM .....1**

***SUBPART 5101.1 – PURPOSE, AUTHORITY, ISSUANCE .....1***

5101.101 Purpose ..... 1

5101.104-100 Applicability..... 1

5101.170(b)(100) Internal “Independent” Peer Reviews..... 2

***SUBPART 5101.3 – Agency Acquisition Regulations.....2***

5101.304 – Agency Control and Compliance Procures..... 2

***SUBPART 5101.4 – DEVIATIONS FROM THE FAR, DFARS, OR AFARS.....2***

5101.402 Policy..... 2

***SUBPART 5101.6 – CAREER DEVELOPMENT, CONTRACTING AUTHORITY, AND RESPONSIBILITIES .....2***

5101.601 General ..... 3

5101.601-100..... 3

5101.602-2 Responsibilities – Contracting Officer’s Representative (COR) Guidance..... 4

5101.602-3-90 Ratification of Unauthorized Commitments (UACs) ..... 5

5101.603-1 (S-100) Selection Appointment, and Termination of Appointment for Contracting Officers..... 5

5101.690 Program Management Assistance..... 5

***SUBPART 5101.7 – DETERMINATIONS AND FINDINGS .....5***

5101.704 Content ..... 5

**PART 2 – DEFINITION OF WORDS AND TERMS.....5**

***SUBPART 5102.1 – DEFINITIONS .....6***

“Afghan Host Nation Business” ..... 6

“(Regional) Contracting Center” and “(Regional) Contracting Center Chief (RCC Chief).” ..... 6

**PART 3 – IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST .....6**

***SUBPART 5103.1 – SAFEGUARDS.....6***

5103.104 Procurement Integrity ..... 6

5103.104-2 General ..... 6

***SUBPART 5103.2 – CONTRACTOR GRATUITIES TO GOVERNMENT PERSONNEL .....7***

5103.201 Applicability..... 7

***SUBPART 5103.11 – PREVENTING PERSONAL CONFLICTS OF INTEREST FOR CONTRACTOR EMPLOYEES PERFORMING ACQUISITION FUNCTIONS.....7***

5103.1101 Definitions..... 7

**PART 4 – ADMINISTRATIVE MATTERS .....7**

***SUBPART 5104.1 – CONTRACT EXECUTION .....7***

5104.103-100 Contract Clause ..... 7

***SUBPART 5104.6 – CONTRACT REPORTING .....7***

5104.602-100 Policy ..... 7

***SUBPART 5104.8 – GOVERNMENT CONTRACT FILES.....8***

5104.802-100 Contract Files..... 8

5104.804-5 Procedures for Closing out Contract Files ..... 8

***SUBPART 5104.70 – UNIFORM PROCUREMENT INSTRUMENT IDENTIFICATION NUMBERS ....8***

5104.7003 Basic Procurement Instrument Identification (PII) Numbers ..... 8

***SUBPART 5104.100 – JOINT CONTINGENCY CONTRACTING SYSTEM REGISTRATION .....8***

***SUBPART 5104.200 – VENDOR VETTING AND INSTALLATION ACCESS.....8***

**PART 5 – PUBLICIZING CONTRACT ACTIONS .....8**

***SUBPART 5105.1 – DISSEMINATION OF INFORMATION .....8***

5105.101-100 Methods of Disseminating Information .....	8
<b>SUBPART 5105.2 – SYNOPSES OF PROPOSED CONTRACT ACTIONS.....</b>	<b>9</b>
5105.202 Exceptions.....	9
<b>SUBPART 5105.3 – SYNOPSES OF CONTRACT AWARDS.....</b>	<b>9</b>
5105.303 Announcement of Contract Awards .....	9
<b>SUBPART 5105.4 – RELEASE OF INFORMATION .....</b>	<b>9</b>
5105.403 Requests from Members of Congress .....	9
<b>PART 6 – COMPETITION REQUIREMENTS .....</b>	<b>9</b>
<b>SUBPART 5106.3 – OTHER THAN FULL AND OPEN COMPETITION.....</b>	<b>10</b>
<b>SUBPART 5106.5 – COMPETITION ADVOCATES .....</b>	<b>10</b>
5106.501 Requirements .....	10
<b>PART 7 – ACQUISITION PLANNING.....</b>	<b>10</b>
<b>SUBPART 5107.1 – ACQUISITION PLANS .....</b>	<b>10</b>
5107.103 Policy.....	10
<b>SUBPART 5107.4 – EQUIPMENT LEASE OR PURCHASE .....</b>	<b>10</b>
5107.401 Acquisition Considerations .....	10
5107.470(b) Statutory Requirements.....	10
<b>SUBPART 5107.5 – INHERENTLY GOVERNMENTAL FUNCTIONS.....</b>	<b>10</b>
5107.503 Services Contract Approval Request. ....	10
<b>PART 8 – REQUIRED SOURCES OF SUPPLIES AND SERVICES.....</b>	<b>10</b>
<b>SUBPART 5108.4 – FEDERAL SUPPLY SCHEDULES .....</b>	<b>11</b>
5108.405-6 Limited Sources (Exceptions to Fair Opportunity) .....	11
<b>PART 9 – CONTRACTOR QUALIFICATIONS .....</b>	<b>11</b>
<b>SUBPART 5109.1 – RESPONSIBLE PROSPECTIVE CONTRACTORS.....</b>	<b>11</b>
5109.105-2 Procedures - Determinations and Documentation .....	11
<b>SUBPART 5109.4-100 – DEBARMENT, SUSPENSION, AND INELIGIBILITY.....</b>	<b>11</b>
5109.404(c)(7) Excluded Parties List System (EPLS). ....	11
<b>PART 11 – DESCRIBING AGENCY NEEDS.....</b>	<b>11</b>
<b>SUBPART 5111.100 – REQUIREMENTS ACCEPTANCE .....</b>	<b>11</b>
<b>PART 13 – SIMPLIFIED ACQUISITION PROCEDURES.....</b>	<b>12</b>
<b>SUBPART 5113.1 - PROCEDURES.....</b>	<b>12</b>
5113.104 Promoting Competition.....	12
<b>SUBPART 5113.3 – Simplified Acquisition Methods .....</b>	<b>13</b>
5113.301 Government Wide Commercial Purchase Card (GPC).....	13
5113.306 SF 44, Purchase Order – Invoice – Voucher.....	13
<b>PART 15 – CONTRACTING BY NEGOTIATION.....</b>	<b>13</b>
<b>SUBPART 5115.000 SCOPE OF SUBPART.....</b>	<b>13</b>
<b>SUBPART 5115.3 – SOURCE SELECTION.....</b>	<b>13</b>
5115.303 Responsibilities .....	13
<b>PART 16 – TYPES OF CONTRACTS .....</b>	<b>13</b>
<b>SUBPART 5116.5 – INDEFINITE DELIVERY CONTRACTS.....</b>	<b>13</b>
5116.501 - General .....	13
5116.504 Indefinite Delivery Contracts.....	13
5116.506 Solicitation provisions and contract clauses.....	13
<b>SUBPART 5116.6 – TIME AND MATERIALS, LABOR-HOUR, AND LETTER CONTRACTS.....</b>	<b>14</b>
5116.603-3 Limitations.....	14
<b>PART 22 – APPLICATION OF LABOR LAWS TO GOVERNMENT ACQUISITIONS.....</b>	<b>14</b>
<b>SUBPART 5122.17 – COMBATING TRAFFICKING IN PERSONS .....</b>	<b>14</b>

5122.1705-120-100 Solicitation Provisions and Contract Clauses .....	14
<b>PART 24 – PROTECTION OF PRIVACY AND FREEDOM OF INFORMATION .....</b>	<b>14</b>
<b>SUBPART 5124.2 – FREEDOM OF INFORMATION ACT.....</b>	<b>14</b>
5124.203 Policy.....	14
<b>PART 25 – FOREIGN ACQUISITION .....</b>	<b>15</b>
<b>SUBPART 5125.7 – PROHIBITED SOURCES.....</b>	<b>15</b>
5125.701 Restrictions Administered by the Department of the Treasury on Acquisitions of Supplies and Services from Prohibited Sources.....	15
<b>SUBPART 5125.8 – OTHER INTERNATIONAL AGREEMENTS AND COORDINATION .....</b>	<b>15</b>
5125.802-71 End User Certificates (EUC). Reference SOP Subpart 5125.802-71 for End User Certificate guidance.....	15
5125.802-72 Acquisition Only Agreement (AoA) for APPF Security Guards .....	15
<b>SUBPART 5125.10 – ADDITIONAL FOREIGN ACQUISITION REGULATIONS .....</b>	<b>15</b>
5125.1002 Use of Foreign Currency .....	15
<b>SUBPART 5125.74 – DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES.....</b>	<b>15</b>
5125.7402 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States .....	15
<b>SUBPART 5125.77 – ACQUISITIONS IN SUPPORT OF OPERATIONS IN AFGHANISTAN .....</b>	<b>16</b>
5125.7703-5-S-100 Solicitation Provisions and Contract Clauses .....	16
5125.7799 Authority to acquire products and services (including construction) from countries along a major supply route of supply to Afghanistan and Afghanistan. ....	17
5125.7799-100 Authority to Acquire Products and Services (including Construction) from Countries along a Major Route of Supply to Afghanistan and from Afghanistan.....	17
5125.7799-200 Class Deviation-Prohibition on Contracting with the Enemy .....	18
5125.7799-2002 Prohibition on Contracting with the Enemy.....	18
<b>SUBPART 5125.100 – COMMANDERS’ EMERGENCY RESPONSE PROGRAM (CERP) IN SUPPORT OF OPERATIONS IN AFGHANISTAN .....</b>	<b>18</b>
<b>PART 28 – BONDS AND INSURANCE.....</b>	<b>19</b>
<b>SUBPART 5128.1 – BONDS AND OTHER FINANCIAL PROTECTIONS.....</b>	<b>20</b>
5128.102 Performance and Payment Bonds and Alternative Payment Protections for Construction Contracts.....	20
<b>SUBPART 5128.3 – INSURANCE.....</b>	<b>20</b>
5128.305 Overseas Workers Compensation and War Hazard Insurance .....	20
5128.312-100 Government Liability for Leased Vehicles.....	20
<b>PART 29 – TAXES.....</b>	<b>20</b>
<b>SUBPART 5129.402 – FOREIGN CONTRACTS.....</b>	<b>20</b>
5129.402-100 General .....	20
5129.402-200 Tax Exemption Letters.....	20
<b>PART 32 – CONTRACTING FINANCING.....</b>	<b>21</b>
<b>SUBPART 5132.11– ELECTRONIC FUNDS TRANSFER.....</b>	<b>21</b>
5132.1107-100 Payment Information .....	21
5132.1107-101 U.S. Army Banking Assistance Center (USAB-AC).....	21
5132.1110-100 Solicitation Provision and Contract Clauses .....	22
<b>SUBPART 5132.100 BUDGET RATES .....</b>	<b>22</b>
<b>PART 33 – PROTESTS, DISPUTES, AND APPEALS.....</b>	<b>23</b>
<b>SUBPART 5133.1 – PROTESTS .....</b>	<b>23</b>
5133.102-100 General .....	23
5133.103-100 Protests to the Agency .....	23

5133.104(c)(2) Protocol and criteria for overrides.....	24
5133.104 Protests to GAO .....	24
5133.104-100 CJTSCC Procedures .....	24
5133.106-100 Solicitation Provision and Contract Clauses .....	25
<b>PART 36 – CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS.....</b>	<b>25</b>
<b>SUBPART 5136.2 – SPECIAL ASPECTS OF CONTRACTING FOR CONSTRUCTION .....</b>	<b>25</b>
5136.273-100 Construction in Foreign Countries.....	25
<b>SUBPART 5136.3-100 – DESIGN BUILD SELECTION PROCEDURES.....</b>	<b>25</b>
<b>SUBPART 5136.5 – CONTRACT CLAUSES.....</b>	<b>25</b>
5136.501-100 Performance of Work by the Contractor .....	25
5136.515 Schedules for Construction Contracts .....	25
<b>PART 37 – SERVICE CONTRACTING.....</b>	<b>25</b>
<b>SUBPART 5137.6 – PERFORMANCE-BASED ACQUISITION.....</b>	<b>25</b>
<b>SUBPART 5137.96 – ACCOUNTING FOR CONTRACT SERVICES .....</b>	<b>25</b>
5137.9601-100 Accounting for Contract Services .....	25
<b>PART 42 – CONTRACT ADMINISTRATION AND AUDIT SERVICES .....</b>	<b>26</b>
<b>SUBPART 5142.5 – POST AWARD ORIENTATION .....</b>	<b>26</b>
5142.503-2 Post Award Conference Procedure. ....	26
<b>SUBPART 5142.15 – CONTRACTOR PERFORMANCE INFORMATION.....</b>	<b>26</b>
5142.1502 Contractor Performance Assessment Reporting System .....	26
5142.15-100 Policy. ....	26
<b>PART 45 – GOVERNMENT PROPERTY .....</b>	<b>26</b>
<b>SUBPART 5145.1 – GENERAL .....</b>	<b>26</b>
5145.107-100 Contract Clauses – Lease of Equipment Other Than Vehicles. ....	27
<b>PART 46 – Quality Assurance .....</b>	<b>27</b>
<b>SUBPART 5146.3 – Contract clauses.....</b>	<b>27</b>
5146.312 – Construction Contracts .....	27
<b>SUBPART 5146.4 – GOVERNMENT CONTRACT QUALITY ASSURANCE .....</b>	<b>27</b>
5146.401 General .....	27
5146.401-100 CJTSCC QASP Waiver Authority .....	27
<b>PART 47 – TRANSPORTATION .....</b>	<b>27</b>
<b>SUBPART 5147.1 - GENERAL .....</b>	<b>27</b>
5147.101-100 Policy. ....	27
5147.103-2-100 Contract Clauses.....	27
<b>PART 51 – USE OF GOVERNMENT SUPPLY SOURCES BY CONTRACTORS .....</b>	<b>28</b>
5151.1 Contractor Use of Government Supply Sources.....	28
<b>PART 52 – CLAUSES .....</b>	<b>28</b>
<b>ACQUISITION INSTRUCTION APPENDICES .....</b>	<b>29</b>
<b>APPENDIX 1 – REVIEW AND APPROVAL THRESHOLD MATRIX.....</b>	<b>30</b>
<b>APPENDIX 2 – AI PART 5152 CLAUSES.....</b>	<b>37</b>
<b>APPENDIX 3 -- ACTIVE AND INACTIVE DoDAACs AND DoD ORDER CODES .....</b>	<b>70</b>
<b>APPENDIX 4 -- ACRONYM LISTING / GLOSSARY OF TERMS.....</b>	<b>72</b>
<b>APPENDIX 5 - COALITION PROVISION AUTHORITY (CPA) CONTRACTS TRANSFERRED TO C-JTSCC FOR ADMINISTRATION.....</b>	<b>77</b>
<b>APPENDIX CC – Army Procurement Management Review Program CJTSCC Supplement .....</b>	<b>78</b>

## PART 1 – FEDERAL ACQUISITION REGULATIONS SYSTEM

### SUBPART 5101.1 – PURPOSE, AUTHORITY, ISSUANCE

#### 5101.101 Purpose .

(a) Authority. The Department of the Army has been designated the Executive Agent for Contracting in Afghanistan. The Assistant Secretary of Army (Acquisition, Logistics, and Technology) [ASA(ALT)] will appoint the Head of Contracting Activity (HCA) for Afghanistan. All CJTSCC contracting activities shall comply with the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), the Army Federal Acquisition Regulation Supplement (AFARS), this HCA Acquisition Instruction (AI), and the implementing Standard Operating Procedures (SOP) when soliciting, awarding, and administering contractual actions.

#### 5101.104-100 Applicability.

(a) This AI applies to all Regional Contracting Centers (RCCs) and Regional Contracting Offices (RCOs) subordinate to CJTSCC; and the Principal Assistant Responsible for Contracting-Continental United States (PARC-CONUS)/Army Contracting Command located at Rock Island, Illinois, (ACC-RI) which provides reachback support for contingency operations in Afghanistan under the Memorandum of Agreement executed between CJTSCC and ACC.

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

(c) The AI provides CJTSCC contracting activities specific acquisition information applicable to the CENTCOM AOR. The intent of the AI is not to repeat, paraphrase, restate or conflict, or be inconsistent with material contained in the FAR or higher-level agency regulations.

(d) The HCA issued this AI pursuant to the authority of FAR 1.301, DFARS 201.304, and AFARS 5101.304. Interim changes may be published as Interim Policy Directives (IPDs) which are effective until formal incorporation into the AI, rescission, cancellation, or expiration.

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

(f) Recommendations for changes, additions, and deletions to the AI are encouraged and require submission to the CJTSCC Policy Office at [mail to: PHNXCJTSCCJ5.org@afghan.swa.army.mil](mailto:PHNXCJTSCCJ5.org@afghan.swa.army.mil).

(g) The AI contains numerous internal and external hyperlinks; please report any issues with hyperlinks to the CJTSCC Policy Office at mailbox [mail to: PHNXCJTSCCJ5.org@afghan.swa.army.mil](mailto:PHNXCJTSCCJ5.org@afghan.swa.army.mil).

(8) PARCs and Senior Contract Officials (SCO-As) may issue local instructions and procedures, except as outlined in DFARS 201.304 and AFARS 5101.304. A copy must be provided to the CJTSCC Policy Office mailbox at [mail to: PHNXCJTSCCJ5.org@afghan.swa.army.mil](mailto:PHNXCJTSCCJ5.org@afghan.swa.army.mil) when issued or updated. Local instructions and procedures that are not peculiar to one RCC/PARC/SCO-A will be recommended for inclusion in the AI.

5101.170(b)(100) Internal “Independent” Peer Reviews

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

(b) PARC/SCO-A are authorized to leverage existing review processes to the maximum extent practicable provided the processes are consistent with the spirit and intent of peer reviews. To implement this requirement, CJTSCC requires an independent peer review for **all** contract actions, regardless of type, before soliciting offers and before making award. The **only authorized exceptions** are no cost administrative modifications to: 1) correct typographical mistakes, 2) make changes in paying office, 3) make changes in accounting and appropriation data, and/or 4) correct PD2 system coding errors. All other modifications require peer review. Peer reviews of contract actions estimated at  $\$0 \leq$  Simplified Acquisition Threshold will be accomplished by a Procuring Contracting Officer (PCO). When a contract specialist is generating the contract action, the PCO for that action may accomplish the peer review. If the PCO also acts as the contract specialist, another Contracting Officer that is not the PCO for that action will accomplish the peer review. Additional peer review thresholds for actions less than \$50M are as outlined in [Appendix 1](#).

(c) Refer to the SOP 5101.170-4 for guidance on peer review file content.

(d) While legal counsel participates in the review board process, AFARS 5101.602-2(c) mandates a separate legal sufficiency review.

SUBPART 5101.3 – Agency Acquisition Regulations

5101.304 – Agency Control and Compliance Procedures

(a) The HCA hereby delegates responsibility for maintenance of Standard Operating Procedures (SOP) to the SCO-A. The SCO-A will ensure all SOPs are compliant with FAR, DFARS, DFARS PGI, AFARS and the CJTSCC AI without unduly repeating these regulations. SCO-A will obtain CJA review of all SOP changes, additions and deletions prior to their execution. SCO-A signature on the SOP and its amendments or updates indicates SCO-A assurance that the document is in compliance with this AI section.

SUBPART 5101.4 – DEVIATIONS FROM THE FAR, DFARS, OR AFARS

5101.402 Policy

The ASA(ALT) approves class deviations to the FAR and DFARS. The PARC/SCO-A may approve individual deviations. See AFARS Subpart 5101.4 for details on Army deviation processes. For contract actions that require an individual or class deviation, Contracting Officers shall submit the request for review by the PARC/SCO-A and to the CJTSCC Policy Office mailbox at [mail to: PHNXCJTSCCJ5.org@afghan.swa.army.mil](mailto:PHNXCJTSCCJ5.org@afghan.swa.army.mil) for coordination and staffing.

SUBPART 5101.6 – CAREER DEVELOPMENT, CONTRACTING AUTHORITY, AND RESPONSIBILITIES

## CJTSCC Acquisition Instruction (September 2014)

### 5101.601 General

(2) In accordance with AFARS 5101.601(2), the HCA and other contracting officials may re-delegate their contracting authority when consistent with higher-level regulations, directives, and instructions. Appendix 1 of this AI outlines CJTSCC delegations.

### 5101.601-100

(a) Appendix 1 outlines the individuals with review and approval responsibility. Other actions requiring review and approval not specifically identified in Appendix 1 will be reviewed and approved in accordance with the FAR, DFARS, and AFARS, and all applicable DoD or Army policy guidance.

(b) PARC-CONUS reviews. ACC-RI contract actions will be reviewed by ACC-RI Policy and the Army Sustainment Command (ASC) Legal Office in accordance with (IAW) the FAR, DFARS, AFARS, CJTSCC AI, and ACC-RI policy and procedures unless otherwise specified.

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

(1) All congressional notifications.

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

(d) Policy Office and Legal reviews. In addition to the review and approval requirements in Appendix 1, the following actions require Assistant Command Judge Advocate (CJA) Legal and Policy Office review. Refer to SOP 5101.601-100(d) for policy and legal review procedures.

(1) All contract actions > Simplified Acquisition Threshold (SAT).

(2) All solicitations, contract awards, and modifications (with the exception of administrative modifications) to Private Security Company (PSC) and Risk Management Company (RMC) contract actions, regardless of dollar value.

(3) Justification and Approvals (J&A)  $\geq$ \$650K.

(4) All contract actions, regardless of dollar value, resulting in an out of scope change.

(5) All claims of any amount submitted under the Disputes clause and all requests for equitable adjustment.

(6) All termination actions of any amount, including settlements and cancellations.

(7) All cure notices and show cause notices.

CJTSCC Acquisition Instruction (September 2014)

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

(9) All determinations of non-responsibility.

(10) All Stop Work Orders, prior to issuance.

(11) Prenegotiation Objective Memorandum (POMs) / Preliminary Pre Price Negotiation Memorandum (PPNM), plus supporting documentation, PRIOR to entering negotiation or discussions with offeror(s):

All - Legal review.

≤ SAT – RCC Chief/Deputy Review

>SAT – Policy Office

(12) If negotiations are conducted, Price Negotiation Memorandums (PNMs), plus all supporting documentation (including evaluation notices), PRIOR to award:

All - Legal review.

≤ SAT – RCC Chief/Deputy Review

>SAT – Policy Office

(13) All solicitations and awards that result in a no cost contract.

(14) All modifications to existing no-cost contracts require Legal review and RCC Chief review.

(e) HCA. All CJTSCC actions requiring HCA or higher HQ review and approval shall have a Policy Office, SCO-A or DSCO-A, and CJA Legal review prior to submission to the HCA. RCC offices shall forward all actions requiring HCA review and approval to the Policy Office mailbox: [mail to: PHNX-CJTSCC\\_CONTRACTREVIEW@afghan.swa.army.mil](mailto:PHNX-CJTSCC_CONTRACTREVIEW@afghan.swa.army.mil).

5101.602-2 Responsibilities – Contracting Officer's Representative (COR) Guidance

Refer to the SOP for guidance on the appointment, training, and management strategy of CORs in the CJTSCC.

(d)(1) NATO and Coalition Forces (NATO/CF) members that the SCO-A approves as CORs must be appointed in Army Virtual Contracting Enterprise (VCE)-COR module to the maximum extent practicable. Contracting officers must work with requiring activities to verify accessibility prior to pursuing the appointment of NATO/CF members as CORs. For current NATO/CF CORs that are not able to access VCE-COR, the RCC/RCO COR Manager must work with the requiring activity to obtain access for the COR, transition to a US Forces COR, or make alternate arrangements for posting COR reports. Reference CJTSCC SOP 5101.602-2 for COR manager information.

(d)(7) COR appointments.

COR appointments shall be executed using the VCE-COR module.

5101.602-3-90 Ratification of Unauthorized Commitments (UACs)

(1) Contracting Officers shall follow the ratifications procedures in AFARS 5101.602-3-90. The Acquisition Policies tab, of the CJTSCC [SharePoint](#) contains CJTSCC form 5153.120-5011, Request for Ratification of Unauthorized Commitment, under “CJTSCC Policy” “Templates” for preparing and submitting a request to ratify a UAC. Appendix 1 outlines the individuals with review and approval responsibility.

(2) CJTSCC contracting activities will maintain a log, by fiscal year, of all unauthorized commitments, regardless of dollar value or approval authority. The log must include a UAC Control Number unique to the office originating the action. The Control number will be constructed as follows: DoDAAC – FY – UAC 3 digit number (i.e. 001, 002, 003, etc.)

5101.603-1 (S-100) Selection Appointment, and Termination of Appointment for Contracting Officers

(a) The responsible PARC/SCO-A will appoint all PCOs and manage the Warrant Program in accordance with SOP 5101.603-100.

(b) Biennial Certification. The Army’s Senior Procurement Executive (SPE) must biennially certify that the first-level evaluation of Contracting Officers is performed within the contracting chain. DASA(P) issues a recurring report titled “1<sup>st</sup> Level Evaluation of Contracting Officer in Contracting Career Chain” requiring a PARC/SCO-A’s certification, which becomes the basis for the SPE’s biennial certification.

(c) Biennial Review of Contracting Officer Warrants. In conjunction with the biennial certification as tasked through DASA(P), PARC/SCO-As will review all their Contracting Officer warrants to ensure they are current and valid and the number and type of warrants are appropriate.

5101.690 Program Management Assistance

(1) The CJTSCC PMR program implements the requirements outlined in AFARS Appendix CC. DASA(P) has identified Contingency Contracting in Afghanistan as a risk area for the Army; as such, DASA(P) typically conducts a DASA(P) level PMR each fiscal year. DASA(P) conducts PMR reviews of CJTSCC PARC-CONUS activities when conducting PMRs of the ACC-RI Contracting Office. CJTSCC will support DASA(P) PMRs when possible.

(2) The HCA is responsible for implementing a PMR program covering contracting activities within the command. Guidance on the CJTSCC PMR is in [Appendix CC](#) to this AI.

SUBPART 5101.7 – DETERMINATIONS AND FINDINGS

5101.704 Content

See [Appendix 1](#) for D&F approval thresholds.

**PART 2 – DEFINITION OF WORDS AND TERMS**

SUBPART 5102.1 – DEFINITIONS

“Afghan Host Nation Business”

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

(a) The firm must have a physical address in Afghanistan and must hold a current operating license issued by the Afghanistan Investment Support Agency (AISA), and a Tax Identification Number Certificate issued by the Afghan Ministry of Finance. Additional licenses may be required based on any business sector of expertise listed on the AISA license.

(b) The firm principals must also hold current and valid Karzai era Afghan Tazkira (“SSN”) national identification cards and/or Afghan passport.

(c) This definition does not apply to acquisitions under Section 886 of the National Defense Authorization Act (NDAA) of 2008 as implemented by DFARS 225.77.

“Afghanistan Non-Governmental Organization (NGO)” criteria:  
the following criteria must be met:

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

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

“(Regional) Contracting Center” and “(Regional) Contracting Center Chief (RCC Chief).”

References within this document to Contracting Center and Contracting Center Chief is inclusive of the CJTSCC Contracting Center and/or their respective Chief. RCC Chief is the CJTSCC equivalent of a “Chief of the Contracting Office” as defined in AFARS 5102.101.

**PART 3 – IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST**

SUBPART 5103.1 – SAFEGUARDS

5103.104 Procurement Integrity

(1) The CJA is the Ethics Counselor for the Command.

(2) Issues related to Afghanistan should be directed to: [centcom.as-sayliyah.CJTSCC.mbx.cja-office-group@mail.mil](mailto:centcom.as-sayliyah.CJTSCC.mbx.cja-office-group@mail.mil).

5103.104-2 General

(1) Reference the SOP 5103.104-2 for Improper Business Practices and Personal Conflicts of Interest guidance.

(2) Ethics Training. All CJTSCC personnel shall complete the current Newcomers Ethics Training module located on the training website within 30 days of arrival. Further, all personnel will receive face-to-face training with an Ethics Councilor every six months. Contact your locally assigned CJTSCC Legal Advisor with any questions regarding ethics training.

SUBPART 5103.2 – CONTRACTOR GRATUITIES TO GOVERNMENT PERSONNEL

5103.201 Applicability.

Reference the SOP 5103.201 for guidance.

SUBPART 5103.11 – PREVENTING PERSONAL CONFLICTS OF INTEREST FOR CONTRACTOR EMPLOYEES PERFORMING ACQUISITION FUNCTIONS

Reference the SOP 5103.11 for guidance

5103.1101 Definitions

“Covered Employee” means, in addition to the definition in FAR 3.1101, one who performs duties a local business/cultural advisors for the command.

**PART 4 – ADMINISTRATIVE MATTERS**

SUBPART 5104.1 – CONTRACT EXECUTION

5104.103-100 Contract Clause

(a) All provisions and clauses shall be incorporated into solicitations and contracts using the clause selection tool in the standard procurement system (SPS). Incorporating provisions and clauses through the “Add Text” tool is prohibited when the provision or clause is available in SPS.

(b) Contracting Officers must coordinate with Policy, SCO-A and CJA prior to incorporating any non-standard clauses to ensure that they do not need to be processed as FAR Deviations, one time or recurring, in accordance with AFARS 5101.304(4)(i). After CJA concurrence, the contracting officer shall contact C-SPO to initiate the process to incorporate the approved clause in SPS.

(c) If a clause is incorporated into a contract using the “Add Text” tool because a required clause is not yet available in SPS, the Contracting Officer shall, as soon as the new clause is available in SPS:

(i) delete the “Add Text” clause and

(ii) incorporate the clause using the clause selection tool. This may be done by a unilateral administrative modification or as part of a modification done for some other purpose.

SUBPART 5104.6 – CONTRACT REPORTING

5104.602-100 Policy

CJTSCC uses Joint Contingency Contracting System (JCCS) at the website <https://www.jccs.gov>, to provide a local vendor database, vet non-U.S. companies, and locally advertise solicitations. Usernames and passwords for CJTSCC employees can be obtained from the JCCS support team as follows:

Email: [jccs.support@dla.mil](mailto:jccs.support@dla.mil)  
DSN 312-327-2038 Stateside  
DSN 318-237-0976 Afghanistan

## SUBPART 5104.8 – GOVERNMENT CONTRACT FILES

### 5104.802-100 Contract Files

Contracting Officers will utilize standard Army Contract File Indexes provided by SCO-A for legacy contracts that are maintained in hard copy file (HCF) format. Refer to the SOP Subpart 5104.802-100 for guidance on Paperless Contract File and HCF requirements.

### 5104.804-5 Procedures for Closing out Contract Files

The Army Contracting Command – Rock Island (ACC-RI) Closeout Office (RICO) has been established to closeout and archive legacy CJTSCC contracts. ACC-RI should refer to the CJTSCC Mass Contract Closeout Statement of Completion Information Memorandum dated 04 Feb 2013 for guidance. RCC Chiefs will ensure timely local closeout of all new contracts as they become available to close. Additional guidance for Closeout Procedures and File Retention is provided in SOP 5104.804-5-100.

## SUBPART 5104.70 – UNIFORM PROCUREMENT INSTRUMENT IDENTIFICATION NUMBERS

### 5104.7003 Basic Procurement Instrument Identification (PII) Numbers

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

## SUBPART 5104.100 – JOINT CONTINGENCY CONTRACTING SYSTEM REGISTRATION

Refer to SOP Subpart 5104.100 for CJTSCC guidance and procedures on vendor registration, validation, and vetting using the Joint Contingency Contracting System (JCCS). JCCS is used to increase visibility over local vendors, to solicit local sources to perform contracts in support of military operations within Afghanistan, and to collect and store past performance information related to local vendors.

## SUBPART 5104.200 – VENDOR VETTING AND INSTALLATION ACCESS

Refer to SOP Subpart 5104.200 for CJTSCC guidance and procedures on vendor vetting and installation access.

## **PART 5 – PUBLICIZING CONTRACT ACTIONS**

### SUBPART 5105.1 – DISSEMINATION OF INFORMATION

#### 5105.101-100 Methods of Disseminating Information

(a) The use of the Joint Contingency Contracting System (JCCS) for all solicitations exceeding the SAT from local sources is mandatory. For those acquisitions that exceed the SAT, the use of “bidder’s lists” is not authorized except when soliciting from contractors from the Central Asian States (CAS) using the procedures in Class Deviation [2014-O0014](#) or FAR 5.202(a)(12).

(b) Contracting Officers are reminded that the authority to utilize the JCCS as a local synopsis method does not preclude the requirement to obtain full and open competition in accordance with FAR Part 6. Contracting Officers shall promote and provide for full and open competition in soliciting offers and awarding Government contracts unless an exception applies. Solicitations posted on the JCCS website are accessible via <https://www.jccs.gov>.

## SUBPART 5105.2 – SYNOPSES OF PROPOSED CONTRACT ACTIONS

### 5105.202 Exceptions

Contracting Officers shall submit the notice required by FAR 5.201 unless an exception in FAR 5.202 applies.

(a)(12) The most common exception applicable to contingency operations in the CENTCOM area of operations is the exception FAR 5.202(a)(12). When applying this exception, Contracting Officers shall post the required notice using JCCS in lieu of FBO (except when soliciting CAS contractors). When the FAR 5.202(a)(12) exception to the requirement for a Contracting Officer to synopsise a proposed contract action applies, no separate memorandum to file is required. See [AI 5113.104](#) for information on promoting competition using simplified acquisition procedures and AI 5102.1 for the definition of “Afghan Business” as required.

## SUBPART 5105.3 – SYNOPSES OF CONTRACT AWARDS

### 5105.303 Announcement of Contract Awards

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

(i) Contracting Officers shall withhold the name of successful host nation offerors when notifying unsuccessful offerors of a contract award IAW FAR 15.503(b) or when debriefing unsuccessful offerors IAW FAR 15.506(d).

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

(b) Notification to Congress prior to making awards greater than \$6.5M is required only if award is to a U.S. contractor or to a joint venture that includes a U.S. contractor IAW DFARS 205.303.

## SUBPART 5105.4 – RELEASE OF INFORMATION

### 5105.403 Requests from Members of Congress

All Congressional inquiries for command and control matters are staffed by CENTCOM to CJTSCC. All Congressional inquiries for contracting matters are staffed by DASA(P) to CJTSCC. Congressional inquiries received directly from Congress, or other source, shall be forwarded to the CJTSCC J3 who will redirect the inquiry to CENTCOM or to DASA(P). Upon receipt of an official tasker, J3 will task the appropriate CJTSCC office for the draft Congressional response. The proposed reply will be provided back to J3 for CJTSCC HQ staffing and submission to CENTCOM or to DASA(P). Typically, all CENTCOM taskers are processed using SIPR, while DASA(P) taskers are processed using NIPR.

## **PART 6 – COMPETITION REQUIREMENTS**

## SUBPART 5106.3 – OTHER THAN FULL AND OPEN COMPETITION

5106.304 Approval of the Justification.

See [Appendix 1](#).

## SUBPART 5106.5 – COMPETITION ADVOCATES

5106.501 Requirements

The HCA appoints the CJTSCC Special Competition Advocate (SCA). The SCA will review and sign all J&As over \$650,000. Information on Competition Advocates is at FAR 6.5 and AFAR 5106.5. J&As should be sent to the CJTSCC Policy Office group email box at [mail to: PHNXCJTSCCJ5.org@afghan.swa.army.mil](mailto:PHNXCJTSCCJ5.org@afghan.swa.army.mil).

## PART 7 – ACQUISITION PLANNING

### SUBPART 5107.1 – ACQUISITION PLANS

5107.103 Policy.

See [Appendix 1](#) for review and approval thresholds.

### SUBPART 5107.4 – EQUIPMENT LEASE OR PURCHASE

5107.401 Acquisition Considerations

(1) The purchase of vehicles is prohibited in Afghanistan except in support of the Government of the Islamic Republic of Afghanistan. RCC Chiefs should follow the requirements acceptance [AI 5111.100](#). And SOP 5111.100 for CJTSCC Requirements Acceptance Procedures prior to accepting any requirement for vehicles.

(2) Leases for material handling equipment do not have the same restrictions as non-tactical vehicles (NTV).

(3) See [AI 5128.312](#) regarding Government liability for Non-tactical Vehicles (NTV).

5107.470(b) Statutory Requirements.

Reference [Appendix 1](#) for approval authority for leases that exceed 18 month base plus option period. **The total term of a lease, for purposes of approval thresholds, includes both the base and any option period.** Prior to awarding a lease, the appropriate approval authority will execute a determination and finding (D&F) IAW DFARS 207.470(b) and approved IAW [Appendix 1](#).

### SUBPART 5107.5 – INHERENTLY GOVERNMENTAL FUNCTIONS

5107.503 Services Contract Approval Request.

Refer to the SOP Subpart 5107.503.

## PART 8 – REQUIRED SOURCES OF SUPPLIES AND SERVICES

SUBPART 5108.4 – FEDERAL SUPPLY SCHEDULES

5108.405-6 Limited Sources (Exceptions to Fair Opportunity)

(c)(2) Limited source exceptions shall follow the format specified in AFARS 5153.9004 and 5153.9005 for J&As, except Paragraph 5 will cite the authority in FAR 8.405-6(b). The total contract value, including all options, determines the approval level. The total contract value includes the value of the option to extend services clause 52.217-8, if included in the solicitation and resultant task/delivery order.

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

**PART 9 – CONTRACTOR QUALIFICATIONS**

SUBPART 5109.1 – RESPONSIBLE PROSPECTIVE CONTRACTORS

5109.105-2 Procedures - Determinations and Documentation

(a)(1) For acquisitions in excess of the SAT, a written determination of responsibility is required. Below the SAT, the Contracting Officer's signature on the contract constitutes a determination of responsibility. All determinations of non-responsibility, regardless of dollar value, shall be in writing. Contracting Officers shall seek guidance from CJA and CJTSCC Policy Office prior to determining any offeror as "not responsible."

(b) Contracting Officers should also refer to SOP Subpart 5104.200 for additional guidance on Vendor Validation and Vetting.

SUBPART 5109.4-100 – DEBARMENT, SUSPENSION, AND INELIGIBILITY

(a) Reference SOP Subpart 5104.100 for guidance regarding CJTSCC Joint Contingency Contracting System Registration Procedures.

(b) Reference SOP Subpart 5104.200 for guidance regarding Vendor Vetting and Installation Access Procedures.

(b) Reference SOP Subpart 5125.7799(S-100) for guidance regarding Section 841/831 and 842 Prohibition on Contracting with the Enemy

5109.404(c)(7) Excluded Parties List System (EPLS).

Reference SOP Subpart 5109.404(c)(7) for CJTSCC procedures regarding EPLS.

**PART 11 – DESCRIBING AGENCY NEEDS**

SUBPART 5111.100 – REQUIREMENTS ACCEPTANCE

CJTSCC Acquisition Instruction (September 2014)

(a) "Requirements Acceptance" is the process by which the CJTSCC approval authority formally accepts a validated and funded requirement for contract execution.

(b) Approval Authority. The chart below identifies officials within CJTSCC who have the authority to accept requirements. Regional Contracting Center (RCC) Chief; Senior Contracting Official - Afghanistan (SCO-A); Deputy SCO-A (D/SCO-A) or the Head of the Contracting Activity (HCA)

<b>Requirements Thresholds</b>	<b>Authority</b>
Less than \$750K	RCC Chief
Greater than or equal to \$750K but < \$12M	D/SCO-A
Greater than \$12M but < \$50M	SCO-A
Greater than or equal to \$50M	HCA
<b>Unique Requirements regardless of dollar value:</b>	
NTVs	SCO-A
All Environmental Requirements including HAZMAT	SCO-A
Advisory and Assistance Services	SCO-A
Projects that will be performed outside the RCC Regional Command	SCO-A
Food and Water for US Forces	SCO-A
Advisor or other staff augmentation services	SCO-A
Deconstruction	SCO-A
Munitions and Weapons	SCO-A
Demilitarization	SCO-A
Fuel not already covered by DLA or IDIQs at GSCC	SCO-A
Trucking not already covered by National Afghan Trucking (NAT) or the Afghan Trucking Network (ATN) contracts	SCO-A
Armed Security Guard and Private Security Contracts	SCO-A
Risk Management contracts (RMC)	SCO-A
New Requirements or modifications to existing contracts ≤ \$12M with a period of performance exceeding November 2014	D/SCO-A
New Requirements or modifications to existing contracts > \$12M with a period of performance exceeding November 2014	SCO-A

(c) Reference SOP 5111.100 for requirements acceptance processes and procedures.

**PART 13 – SIMPLIFIED ACQUISITION PROCEDURES**

SUBPART 5113.1 - PROCEDURES

5113.104 Promoting Competition

For acquisitions less than or equal to the SAT, Contracting Officers may promote competition by posting RFQ's at JCCS. For those acquisitions that exceed the SAT, the use of a bidder's list, or obtaining only three quotes, is not authorized; the Contracting Officers shall promote competition by posting RFP's at JCCS. The JCCS solicitation tool now allows Contracting Officers to limit the solicitation to geographic regions, which will allow for sufficient competition and all also keep the evaluation process as efficient as possible. If limiting competition to a geographic region Contracting Officers must ensure that a D&F is accomplished in accordance with FAR and [Al 5.202\(a\)\(12\)](#).

SUBPART 5113.3 – Simplified Acquisition Methods

5113.301 Government Wide Commercial Purchase Card (GPC)

The CJTSCC Agency/Organization Program Coordinator (A/OPC) is at ACC Rock Island at DSN 312-793-2797.

5113.306 SF 44, Purchase Order – Invoice – Voucher.

Reference SOP Subpart 5113.306-100 for guidance on the Field Ordering Official (FOO) program.

## **PART 15 – CONTRACTING BY NEGOTIATION**

SUBPART 5115.000 SCOPE OF SUBPART

Contracting Officers shall use the [DoD Source Selection Procedures](#) in conjunction with the Army Source Selection Manual (ASSM). Contingency contracting is not exempt from these procedures.

SUBPART 5115.3 – SOURCE SELECTION

5115.303 Responsibilities

See [Appendix 1](#) for the SSA appointment official approval levels for CJTSCC acquisitions. AFARS 5115.303(a)(i) must also be followed in appointment of SSA's. A copy of the SSA appointment memorandum shall be retained in the contract file.

## **PART 16 – TYPES OF CONTRACTS**

SUBPART 5116.5 – INDEFINITE DELIVERY CONTRACTS

5116.501 - General

Reference SOP 5116.500 for guidance on Indefinite Delivery Indefinite Quantity (IDIQ) Contracts, Single or Multiple Awards.

5116.504 Indefinite Delivery Contracts

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

(b)(6) Ombudsman: The primary function of the ombudsman is to hear complaints about the fair opportunity process under FAR [16.505\(b\)\(8\)](#), to communicate these concerns to senior management personnel responsible for oversight, and to assist in the resolution of the concerns. The HCA will appoint the CJTSCC ombudsman. Contracting Officers shall ensure that the correct contact information for the current ombudsman is included in all multiple award task/delivery order contracts. This information can be found on the Ombudsman Appointment Memo.

5116.506 Solicitation provisions and contract clauses

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

5116.506-100 Solicitation Provisions and Contract Clauses

(a) Insert the clause at [5152.216-5900](#), Fair Opportunity for Multiple Award IDIQ Contracts, in all multiple award IDIQ contracts and all associated task/delivery orders.

(b) Insert the clause at [5152.216-5901](#), Ombudsman, in all multiple award IDIQ contracts and all associated task/delivery orders.

SUBPART 5116.6 – TIME AND MATERIALS, LABOR-HOUR, AND LETTER CONTRACTS

5116.603-3 Limitations

Letter contracts are not authorized for use in CJTSCC

## **PART 22 – APPLICATION OF LABOR LAWS TO GOVERNMENT ACQUISITIONS**

SUBPART 5122.17 – COMBATING TRAFFICKING IN PERSONS

Reference SOP Subparts 5122.1704 and 5122.17-100 for Combating Trafficking in Persons (CTIP) guidance.

5122.1705-120-100 Solicitation Provisions and Contract Clauses

Insert the clause at [5152.222-5900](#), Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports, in all services or construction contracts that require performance in Afghanistan, as well as FAR Clause 52.222-50 and the Alternate (as applicable).

## **PART 24 – PROTECTION OF PRIVACY AND FREEDOM OF INFORMATION**

SUBPART 5124.2 – FREEDOM OF INFORMATION ACT

5124.203 Policy

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

ACC-RI:

FOIA Manager, Angela Keel-Welsh

<mailto:Angela.r.keel-welsh.civ@mail.mil>

(309) 782-8442

CJTSCC Command Judge Advocate (CJA) FOIA Manager in Afghanistan:

[centcom.as-sayliyah.CJTSCC.mbx.foia-office-group@mail.mil](mailto:centcom.as-sayliyah.CJTSCC.mbx.foia-office-group@mail.mil)

FOIA requests submitted by Industry directly to the Contracting Officers will be forwarded to the appropriate CJTSCC FOIA Manager identified above.

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

## PART 25 – FOREIGN ACQUISITION

### SUBPART 5125.7 – PROHIBITED SOURCES

5125.701 Restrictions Administered by the Department of the Treasury on Acquisitions of Supplies and Services from Prohibited Sources

(b) Before evaluating offers, Contracting Officers shall check the name of each vendor against the [Office of Foreign Assets Control \(OFAC\) List of Specially Designated Nationals and Blocked Persons](#) at the website provided at FAR 25.701(b). If a Contracting Officer finds a match, the Contracting Officer shall not evaluate the proposal, and shall promptly contact the RCC Chief and SCO-A for guidance.

### SUBPART 5125.8 – OTHER INTERNATIONAL AGREEMENTS AND COORDINATION

5125.802-71 End User Certificates (EUC). Reference SOP Subpart 5125.802-71 for End User Certificate guidance.

5125.802-72 Acquisition Only Agreement (AoA) for APPF Security Guards  
Presidential Decree 62 prohibits Private Security Contracts in Afghanistan. Subsequently, other political changes have affected both Afgan Public Protection Force (APPF) and PSC security arrangements. All questions or issues regarding the APPF, or successor organizations, or PSCs must be referred up the chain of command and include the Command Judge Advocate.

### SUBPART 5125.10 – ADDITIONAL FOREIGN ACQUISITION REGULATIONS

5125.1002 Use of Foreign Currency

(1) In accordance with USCENTCOM FRAGO 09-1567 and USARCENT FRAGO 10-143, all contracts and purchase orders awarded to Host Nation vendors shall be awarded and paid in Afghan currency. Contracts and purchase orders awarded to non-host nation vendors will be awarded and paid in U.S. currency. Since the potential exists for both host nation and U.S. vendors to be eligible to participate in acquisitions, the solicitation shall state the currency, which all Offerors must use when submitting proposals. When contracts must be paid in U.S. dollars, the solicitation shall state the currency conversion rate.

(2) Firms from Central Asian States are not Host Nation businesses as defined in this AI Part 2. Payment will be made in US Dollars until USARCENT mandates payment in local currency for these countries.

### SUBPART 5125.74 – DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES

5125.7402 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States  
Contractor personnel may be authorized to carry weapons in accordance with DFARS 252.225-7995(j) and [DoD Instruction 3020.41](#) paragraphs 6, Enclosure 2 paragraphs 3(k), 4(e) and 4(f), and [DoD Instruction 3020.50](#). Deputy Commander USCENTCOM is the approval authority for all security service and personal protection arming requests in Afghanistan. Authority to approve or deny requests is delegated to the USFOR-A Commander in Afghanistan with authority to re-delegate to the general officer/flag officer level. See [AI Subpart 5125.7703-5\(a\)](#) below for required contract clause.

SUBPART 5125.77 – ACQUISITIONS IN SUPPORT OF OPERATIONS IN AFGHANISTAN

The Contracting Center Chief will immediately follow the Command Policy Commander's Critical Information Requirements (CCIR) process for all incidents reported pursuant to AI Clause 5152.225-5915 Contractor Accountability and Personnel Recovery. The CCIR policy is located in [SharePoint](#) on the [J3](#) site.

5125.7703-5-S-100 Solicitation Provisions and Contract Clauses

(a) Insert the clause at [5152.225-5900](#) (See AI Appendix 2), Arming Requirements and Procedures for Personal Security Services Contractors and Requests for Personal Protection, in all contracts with performance in Afghanistan that require arming of contractors. The Customer will submit all necessary documents for approval through the Armed Contractor Oversight Directorate (ACOD). Copies of the ACOD approved arming package shall be provided to the Contracting Officer prior to contract execution and shall be kept in the contract file.

(b) Insert the clause at [5152.225-5901](#) (See AI Appendix 2), Armed Personnel Incident Reports, in all contracts with place of performance in Afghanistan that require arming of contractors.

(c) Insert the clause at [5152.225-5902](#) (See AI Appendix 2), Fitness for Duty and Medical/Dental Care Limitations, in all contracts with place of performance in Afghanistan.

(d) Insert the clause at [5152.225-5903](#) (See AI Appendix 2), Compliance with Laws and Regulations, in all service and construction contracts with place of performance in Afghanistan.

(e) Insert the clause at [5152.225-5904](#) (See AI Appendix 2), Monthly Contractor Census Reporting, in all service and construction contracts with place of performance in Afghanistan.

(f) Insert the clause at [5152.225-5907](#) (See AI Appendix 2), Medical Screening and Vaccination Requirements for Contractor Employees Operating in the CENTCOM Area of Responsibility, in all contracts that may employ locally hired employees (Host Nation, TCN, or US national) working on bases supporting U.S. Forces with performance in Afghanistan.

(g) Insert the clause at [5152.225-5908](#) (See AI Appendix 2), Government Furnished Contractor Support, in all service and construction contracts with performance or Afghanistan.

(h) Insert the provision at [5152.225-5909](#) (See AI Appendix 2), Notice of Limited Competition, in solicitations issued under the authority of [DFARS 225.7703-1\(a\)\(3\)](#), directed to a particular source or sources from Afghanistan.

(i) Insert the clause at [5152.225-5910](#) (See AI Appendix 2), Contractor Health and Safety, **only** in service and construction contracts performed in Afghanistan that affect the living and work spaces of U.S. Forces (military, civilian, and contractors accompanying the force). **Do not use** in service and construction contracts for international, NATO and/or Afghanistan National Army (ANA)/Afghanistan National Police (ANP) projects.

(j) Insert the clause at [5152.225-5914](#) (See AI Appendix 2), Commodity Shipping Instructions, in all solicitations and contracts requiring the shipment of commodity items to Afghanistan. This is also applicable to the shipment of commodity items in support of a service contract.

(k) Insert the clause at [5152.225-5915](#) (See AI Appendix 2), Contractor Accountability and Personnel Recovery, in all solicitations and contracts with performance in Afghanistan.

5125.7799 Authority to acquire products and services (including construction) from countries along a major supply route of supply to Afghanistan and Afghanistan.

5125.7799-100 Authority to Acquire Products and Services (including Construction) from Countries along a Major Route of Supply to Afghanistan and from Afghanistan.

This subpart is pursuant to section 886 of the FY 2008 National Defense Authorization Act (NDAA), as amended by Section 842 of the NDAA for FY 2013, and NDAA Section 801 of the FY 2010 NDAA, as amended by Section 832 of the FY2014 NDAA. The Contracting Officer shall use the procedures in DFARS Class Deviation 2014-O0014, IN LIEU of DFARS 225.7703, 252.225-7023, 252.225-7024 and 252.225-7026 when acquiring products or services in support of military or stability operations in Afghanistan. While the DFARS allows for both utilizing a preference for proposal evaluation and limiting competition in these cases, the CJTSCC will not provide for any preferences for products or services.

51225.7799-1001 Acquisition procedures.

Contracting Officers shall limit competition to products mined, produced, or manufactured in, or services (including construction) from, the Central Asian States (CAS) of Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, or Uzbekistan, or from Afghanistan before considering other sourcing options that include Pakistan and the South Caucasus.

(a) Commodity Item(s)

(1) Contracting Officers located within the General Support Contracting Center are responsible for all commodity acquisitions. The order of precedence to procure commodity items is:

(i) If the commodity item IS mined, manufactured or produced in CAS, the Contracting Officer will procure the item(s) from CAS vendors (D&F required);

(ii) If the item(s) IS mined, manufactured or produced in Afghanistan, the Contracting Officer will procure the item(s) from Afghanistan vendors (D&F required);

(iii) If the item(s) is NOT mined, manufactured or produced in CAS and is NOT subject to Trade Agreements, the Contracting Officer will solicit the procurement from CAS vendors (D&F not required); then,

(iv) If the item is NOT mined, manufactured, or produced in Afghanistan and is NOT subject to Trade Agreements, the Contracting Officer will solicit the item(s) locally from Afghanistan vendors (D&F not required).

(2) If the commodity item is NOT mined, manufactured or produced in CAS or Afghanistan, is NOT subject to Trade Agreements, AND the item is valued at/above \$1M, include DFARS 252.225-7000 ALT I, DFARS 252.225-7001 ALT I and DFARS 252.225-7002 in the solicitation/contract (D&F not required). Post on JCCS, GSA (if item is available on a schedule) or FBO (market research will dictate where you will post).

(3) If the commodity item is NOT mined, manufactured or produced in CAS or Afghanistan, the item is valued at/over \$203,000, and IS subject to Trade Agreements (see DFARS 225.401-70 to determine Trade Agreements applicability), include DFARS 252.225-7021 ALT I, DFARS 252.225-7002, and DFARS

## CJTSCC Acquisition Instruction (September 2014)

252.225-7020 ALT I in the solicitation/contract (D&F not required). The commodity item must be posted on either GSA (if the item is available on a schedule) or FBO.

### (b) Service, including construction

(1) Contracting Officers will limit competition for services, including construction, to those from Afghanistan (not CAS). As defined in DFARS 225.7701 "Service from . . . Afghanistan" means a "service (including construction) that is performed in . . . Afghanistan by citizens or permanent resident aliens of [that] country."

(2) The requirement will be posted on JCCS, unless the Contracting Officer limits the requirement to a particular source or sources. If the requirement indicates that local nationals cannot be utilized under the contract or market research indicates that Afghans or resident aliens will not be used predominantly under the contract, this authority will NOT be used and the Contracting Officer will post the requirement on JCCS or FBO (if the service cannot be accomplished by local vendors).

### 51225.7799-1002 Determination requirements.

Contracting Officers are required to complete a Determination and Finding (D&F) to support the use of the authority to limit products from CAS or Afghanistan pursuant to the authority in DFARS 225.7799. Reference DFARS 225.7799-2 for additional guidance. A template for this D&F is located in the DFARS Procedures, Guidance and Information (PGI) 225.7703-2(c)(iii) "Authority to Acquire Products or Services from \_\_\_\_\_."

### 51225.7799-1003 Evaluating offers.

CJTSCC Contracting Officers will not implement preferences when evaluating offers .

### 51225.7799-1004 Solicitation provisions and contract clauses.

Use the clause at DFARS clause at 252.225-7992, "Acquisition Restricted to Products or Services from a Central Asian State or Afghanistan (DEVIATION 2014-O0014)" in the solicitation/contract.

### 5125.7799-200 Class Deviation-Prohibition on Contracting with the Enemy

5125.7799-2001 Notwithstanding the thresholds for these clauses in the DFARS, Contracting Officers shall include DFARS Clause 252.225-7993, Prohibition on Contracting with the Enemy in the United States Central Command Theater of Operations (Deviation 2014-O0008)(FEB 2014), and DFARS Clause 252.225-7994, Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (Deviation 2014-O0008)(FEB 2014), in all solicitations and contracts written under CJTSCC HCA authority.

### 5125.7799-2002 Prohibition on Contracting with the Enemy

Contracting personnel shall refer to SOP 5125.7799 (S-100) Prohibition on Contracting with the Enemy and Access to Contractor and Subcontractor Records for instructions on dealing with NDAA FY2012 Section 201 determinations that a firm or an individual is determined to be an enemy, or be actively supporting an insurgency

## SUBPART 5125.100 – COMMANDERS' EMERGENCY RESPONSE PROGRAM (CERP) IN SUPPORT OF OPERATIONS IN AFGHANISTAN

### 5125.1001 Policy.

(a) The RCC CERP PM/APM may delegate PPOs the authority to obligate the United States on CERP funded projects costing less than or equal to \$100,000 in accordance with the MAAWS-A and MAAWS-A CERP SOP. The amount of delegated authority shall depend on the PPO's maturity, business acumen, ethics, and knowledge of CERP rules. PPOs are an extension of the Contracting Officer and are only authorized to obligate CERP funds within their delegated authority.

(1) The PPO's delegated authority shall not be in an amount greater than \$100,000.

(2) The SCO-A may authorize an Exception to Policy (ETP) to allow the RCC CERP PM/APM to delegate PPO authority up to \$500,000 for a specific project. Requiring activities shall submit an ETP for a specific project, signed by an O7 or higher requirements holder, through the RCC CERP PM/APM to the SCO-A. The ETP request must justify the unique nature of the CERP project as well as what circumstance prevents the project from being acquired by another means.

(b) Unless an ETP has been granted, CERP Projects exceeding \$100,000 shall be awarded by the RCC CERP PM/APM or an RCC Contracting Officer in accordance with the MAAWS-A and MAAWS-A CERP SOP.

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

(2) Fairness relates to competition of the requirement to the maximum extent practical based on the circumstances and environment. Transparency relates to adequately documenting the course of action taken to support the requirement. Accountability relates to creating an enforceable agreement with adequate safeguards to meet the aims of the CERP project.

(3) Use of the templates provides assistance in documenting accountability without unreasonable burden.

(c) Contracting Officers should closely coordinate with their counterparts in G-7/8 on FRAGOs related to thresholds and specific guidance.

#### 5152.1002 Procedures

Reference SOP SUBPART 5125.100 – Commanders' Emergency Response Program (CERP) in Support of Operations In Afghanistan.

#### 5125.1003 Solicitation Provisions and Contract Clauses

[Appendix 2](#) includes templates of [CERP](#) clauses and provisions. Contracting Officers and all PPOs shall use these templates for all CERP projects with an estimated value at or above \$100,000. Include clauses in full text.

## PART 28 – BONDS AND INSURANCE

**SUBPART 5128.1 – BONDS AND OTHER FINANCIAL PROTECTIONS**

**5128.102 Performance and Payment Bonds and Alternative Payment Protections for Construction Contracts**

The requirement to obtain a performance and payment bond for construction projects in Afghanistan is hereby waived. The HCA determined that the requirement for both performance and payment bonds would effectively eliminate Afghan firms from the competitive process. In addition, it is impracticable to obtain a performance and payment bond in Afghanistan because there are no specific business establishments to provide this service.

**SUBPART 5128.3 – INSURANCE**

**5128.305 Overseas Workers Compensation and War Hazard Insurance**

Refer the SOP 5128.305-100 for CJTSCC procedures, Defense Base Act (DBA).

**5128.312-100 Government Liability for Leased Vehicles**

Insert the clause at [5152.228-5900](#) (See AI Appendix 2), Government Liability for Non-Tactical Vehicles, in all contracts that require leasing of non-tactical vehicles in Afghanistan.

**PART 29 – TAXES**

**SUBPART 5129.402 – FOREIGN CONTRACTS**

**5129.402-100 General**

Department of Defense (DoD) contracts being performed, in whole or part, in Afghanistan may be affected by tax provisions in various international agreements or decrees. Reference SOP Subpart 5129.402 for guidance and procedures on foreign taxes and potential exemptions.

**5129.402-1001 Additional Provisions and Clauses**

In conjunction with the appropriate FAR clause (52.229-6, 52.229-7, 52.229-8 or 52.229-9), Contracting Officers will insert clause 252.229-7999, Taxes – Foreign Contracts in Afghanistan ([Class Deviation 2013-00016](#)), in all solicitations and resulting contracts with performance in Afghanistan. For contract actions in support of NATO in Afghanistan, a special tax clause will apply and must be approved PRIOR to issuing the solicitation. For further guidance, contact the CJTSCC Policy Review Office.

**5129.402-200 Tax Exemption Letters**

(a) Contracting Officers will consult legal counsel to determine which agreement governs a specific contract action and incorporate the appropriate DFARS solicitation provision and contract clauses.

(b) Incorporation of the appropriate solicitation provision and contract clause serves as the Government's notification to all prospective offerors of the tax exemption status applicable to the contract action.

(c) Contracting Officers will carefully review offers to ensure no references are made to the incorporation of unallowable Government of the Islamic Republic of Afghanistan (GIROA) taxes in the offerors proposal.

(d) After award, the contracting officer will explain the contract clauses applicable to foreign taxes, and the process to obtain a Tax Exemption Letter (TEL) during pre-performance/pre-construction meetings.

(e) GIRoA may request the contractor provide a TEL signed by a U.S. Government Contracting Official before issuing the appropriate GIRoA tax clearance and exemption letters to the contractor. Should a contractor request assistance from the contracting office, refer to SOP 5129.402-200 Tax Exemption Letters for appropriate procedures.

## **PART 32 – CONTRACTING FINANCING**

### **SUBPART 5132.11– ELECTRONIC FUNDS TRANSFER**

#### **5132.1107-100 Payment Information**

Contracts and orders awarded by CJTSCC to host nation vendors in Afghanistan shall be paid by Electronic Funds Transfer (EFT) to an Afghan bank of the contractor's choosing. Payment by EFT promotes a modern banking sector in Afghanistan. Pursuant to USCENTCOM FRAGO's 09-1567 and 10-143, contracts and orders shall be awarded and paid in local currency. An EFT information sheet will be used and accompany all payment packets, unless the banking data is embedded in the invoice for payment. This form is mandatory for the confirmation of banking information submitted to the paying office and must be validated by the billing office.

If electronic payment is not feasible, the following forms of payment may be considered acceptable, at the discretion of the paying finance office:

- (1) EFT using Limited Depository Account (LDA);
- (2) Check form the local finance office LDA;
- (3) Local currency cash payments (must be approved in writing by the paying finance office and Contracting Office prior to contract/purchase order award). Payments in cash are restricted to contracts and purchase orders when the vendor provides proof via letter from the host nation (HN) banking institution, validated by the paying finance office that the HN bank is not EFT capable and the vendor is unable to open an account at an EFT-capable bank.

Business Advisors shall not have access to vendors' EFT banking information, nor are they authorized to maintain the EFT form and/or vendor financial information in the company's RCC share drive folder. The contracting officer shall provide EFT training to Vendors at Vendor Events and/or upon request.

#### **5132.1107-101 U.S. Army Banking Assistance Center (USAB-AC)**

The USAB-AC located in Afghanistan, is established to assist vendors in completing EFT paperwork and answering EFT payment issues between the U.S. Government and Afghan contractors. All Afghan vendors are welcome to use the USAB-AC services to help resolve their banking issues. To reach the USAB-AC, contact the EFT Help Line (for AFG Vendors) at 070-693-9909 & 079-337-2408 or EFT E-Mail: [eft.afn@gmail.com](mailto:eft.afn@gmail.com), and DSN Number (for Contracting Officers and USG): 318-481-0825 or 318-481-5084.

5132.1110-100 Solicitation Provision and Contract Clauses

(a) Insert the provision at DFARS 252.232-7999 ([Deviation 2013-O0011](#)), Notification of Payment in Local Currency, in all solicitations issued in Afghanistan.

(b) Insert the clause at [5152.232-5900](#) (See AI Appendix 2), Payment in Local Currency, in all contracts and purchase orders executed in Afghanistan to a host nation (local) firm.

(c) Use of Wide Area Workflow: Insert the clause at [5152.232-5901](#) (See AI Appendix 2), Wide Area Workflow Instructions, in all solicitations.

SUBPART 5132.100 BUDGET RATES

(a) The budget rate, based on the Department of Treasury rates and used for converting US Dollars to Afghani, will be updated in PD2 on a quarterly basis. Contracts awarded in Afghan currency must utilize the most current rate at the time of award. Current and historical Budget Rates are posted on the Acquisition Policies SharePoint site under "What's Hot". DFARS provision 252.232-7999, Notification of Payment in Local Currency (April 2013) (DEVIATION 2013-O0011) will be included in ALL solicitations for performance in Afghanistan where award may be to a Host Nation vendor, and will include the current quarterly rate in para (b). ALL proposals will be solicited in US Dollars; however, if the award is made to an Afghan firm, payment will be made in Afghan currency (Afghani).

(b) If possible, awards will be made in the same quarter they are solicited. Please see specific instructions below regarding when crossing over from one quarter to the next:

(1) **Solicitation issued in one quarter, but crosses into next quarter and the solicitation has not closed:** When a solicitation is issued in one quarter and crosses over into the next, the Contracting Officer will issue an Amendment to the solicitation to revise the budget rate in DFARS 252.232-7999 prior to the solicitation closing. The Amendment is a material change and requires the offeror to acknowledge the Amendment with their proposal. The Contracting Officer should also coordinate with the requiring activity Resource Manager (RM) to make necessary adjustment on the PR&C as a result of the budget rate revision.

(2) **Solicitation issued and closed in one quarter, but contract will not be awarded until the next quarter:** When a solicitation is issued and closed in the same quarter, but the contract will not be awarded until the following quarter, the Contracting Officer will issue an Amendment only to those offerors who submitted a proposal. The Amendment will update the budget rate in DFARS 252.232-7999 and establish a date for revised proposals as a result of the budget rate revision. This action will NOT be considered as holding discussions with offerors. The Contracting Officer should also coordinate with the requiring activity RM to make necessary adjustment on the PR&C as a result of the budget rate revision

(3) **Exercise of Option:** For option years with payment made in Afghani, the Contracting Officer will ensure the contractor receives the amount stated in the contract. The PR&C amount will be based on the current budget rate in PD2 when the action occurs. To determine the correct PR&C amount for the option, divide the Afghani amount on the contract by the current budget rate at the time (e.g., AFG 3,788,464 / 53.1176 = \$71,322.20). This calculation is transparent to the contractor and accomplished between the KO and RM to ensure adequate funds are available. The Afghani amount on the contract will NEVER change.

## **PART 33 – PROTESTS, DISPUTES, AND APPEALS**

### SUBPART 5133.1 – PROTESTS

#### 5133.102-100 General

(a) Upon receipt of GAO or agency protests, RCC/PARC shall submit a Commanders Critical Incident Report (CCIR). A copy of all protests shall also be forwarded, without unnecessary delay, to the respective PARC/SCO-A Legal and HQ CJA.

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

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

#### 5133.103-100 Protests to the Agency

(a) PARC/SCO-A shall manage protest actions for CJTSCC. If an interested party elects to file an agency level protest, they may submit directly to the Contracting Officer identified in the solicitation or request an independent review at a level above the Contracting Officer, i.e., the RCC Chief/Director of Contracting per [AFARS 5133.103\(d\)\(4\)\(iii\)](#).

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

(c) To support the mandatory HCA annual report of agency bid protests required in AFARS 5133.103-90, the PARC/SCO-As shall compile an annual (fiscal year) report of bid protests to the CJA and HCA by 7 October of each year.

(d) CJTSCC Agency Protest Procedures.

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

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

(3) Time for Filing a Protest. To be considered timely filed, the protest must be received by the Contracting Officer or the RCC Chief by 1630 hours (local time) on the last day on which such filing may be made. The email address for filing an agency protest is included in provision [5152.233-5900](#) (See AI Appendix 2), Agency Protest Program.

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

CJTSCC Acquisition Instruction (September 2014)

(5) Remedies. The Contracting Officer or RCC Chief may grant or direct any one or combination of the following remedies, after obtaining a legally sufficient determination from counsel:

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

5133.103(f)(1) and (3) The SCO-A is authorized to act upon request from CJTSCC Contracting Officers to award a contract or continue performance under a contract that is subject to an agency protest. The Contracting Officer's request and the SCO-A's subsequent actions shall be coordinated with CJA.

5133.104(c)(2) Protocol and criteria for overrides.

(1) All timely agency protests filed within the times listed in FAR 33.104(c)(1) will automatically trigger a suspension of performance. In all cases where an agency protest is timely, the Contracting Officer must inform all interested parties of the suspension of performance. If appropriate, the Contracting Officer will obtain extensions of bid/proposal acceptance times from the offerors. If the Contracting Officer cannot obtain extensions, they should request, through the responsible PARC/SCO-A, that CJTSCC consider an override of the stay.

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

- (a) Contract performance will be in the best interest of the United States; or
- (b) Urgent and compelling circumstances that significantly affect the interests of the United States.

5133.104 Protests to GAO

(a)(4)(S-90)(iv) Contracting officers are reminded that the report to the GAO must be submitted to the U.S. Army Contract and Fiscal Law Division no later than 20 days after the GAO notifies the agency by telephone that a protest has been filed.

5133.104-100 CJTSCC Procedures

(a) If the CJTSCC Commander as HCA has been delegated override authority for CJTSCC actions, all HCA memorandums to DASA(P) shall be written as PARC/SCO-A memorandums to the HCA. For contracts written by ACC-Rock Island under CJTSCC HCA authority, the CJTSCC Commander, not the AMC Command Counsel, will exercise HCA functions, including acting on stay override requests.

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

5133.106-100 Solicitation Provision and Contract Clauses

Insert the provision at [5152.233-5900](#) (See AI Appendix 2), Agency Protest Program, in all solicitations.

## **PART 36 – CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS**

### **SUBPART 5136.2 – SPECIAL ASPECTS OF CONTRACTING FOR CONSTRUCTION**

5136.273-100 Construction in Foreign Countries

CJTSCC will not execute any road projects unless the US Army Corps of Engineers (USACE) has rejected the road project in writing.

### **SUBPART 5136.3-100 – DESIGN BUILD SELECTION PROCEDURES**

All RCC construction requirements, including CERP, shall include 100% design documents as part of the initial requirements package review. Contracting Officers will not solicit or award contracts for two-phase design-build without prior coordination with the SCO-A and HCA approval, regardless of dollar value. The Contracting Officer shall maintain this coordination and approval, and the SCO-A's instructions on how to proceed, in the contract file.

### **SUBPART 5136.5 – CONTRACT CLAUSES**

5136.501-100 Performance of Work by the Contractor

Insert the clause at [5152.236-5900](#) (See AI Appendix 2), Electrical and Structural Building Standards for Construction Projects, in all construction contracts, including minor construction, renovation, alteration, and refurbishment contracts with performance in Afghanistan.

5136.515 Schedules for Construction Contracts

Contingency contracting is considered high risk, and construction contracts in particular have received significant scrutiny by SIGAR, DoDIG, GAO, and other oversight agencies. Contracting Officers shall require a construction progress schedule for any project that is expected to exceed 60 days regardless of the dollar value.

## **PART 37 – SERVICE CONTRACTING**

### **SUBPART 5137.6 – PERFORMANCE-BASED ACQUISITION**

See [AI SUBPART 5146.4](#) for Quality Assurance Surveillance Plan requirements.

### **SUBPART 5137.96 – ACCOUNTING FOR CONTRACT SERVICES**

5137.9601-100 Accounting for Contract Services

(1) Contractor Manpower Reporting Application (CMRA) requirements identified in AFARS 5137.9601 are applicable to all service contracts, task/delivery orders and modifications (except supply contracts) issued by all CJTSCC activities. Contracting Officers shall ensure all new purchase orders and contracts include the reporting requirement in the statement of work and the resultant contract includes a separate line item in Section B to allow for payment in compliance with this requirement. Contracting Officers shall ensure all existing contracts are modified, if necessary, prior to exercising the option provision to incorporate the requirement in all existing contracts. Every effort will be made to ensure

contractor compliance with the reporting requirements. In the event contractor computer connectivity and/or vendor electronic commerce capability problems inhibit the reporting, the contractor can provide the data manually or electronically (email) to the Government COR. If the contractor is unable to input the data into the CMRA web site due to these computer issues, the COR will input the data into the web site for the contractor. If both the Contractor and the Government are unable to input data into the CMRA website, contact SCO-A for guidance. The CMRA Reporting website is located at <https://cmra.army.mil>.

(2) Insert CJTSCC [Clause 5152.225-5904](#) (See AI Appendix 2) in all service and construction contracts with place of performance in Afghanistan.

## **PART 42 – CONTRACT ADMINISTRATION AND AUDIT SERVICES**

### **SUBPART 5142.5 – POST AWARD ORIENTATION**

5142.503-2 Post Award Conference Procedure.  
Reference SOP 5142.503-2 for post award conference procedures.

### **SUBPART 5142.15 – CONTRACTOR PERFORMANCE INFORMATION**

5142.1502 Contractor Performance Assessment Reporting System  
Contracting Officers shall document past performance reporting for U.S. contractors in the Contractor Performance Assessment Reporting System (CPARS). The Army Contracting Command – Rock Island (ACC-RI) Reachback cell is our CONUS POC for CPARS. The ACC-RI CPARS POC will notify contracting officers when an assessment is due and will provide the necessary directions and forms for the contracting officer to document their input. Contracting officers will respond to the request for CPARS information in a timely manner and ensure that all input is accurate and thorough. Reference SOP 5142.1502 for ACC-RI CPARS POC contact information.

5142.15-100 Policy.

Past performance information for host nation vendors is not to be put in the CPARS. Past performance reporting for host nation vendors shall be done in the Joint Contingency Contracting System. For all contracts awarded to Host Nation Vendors for which past performance evaluation is required, the Contracting Officer will advise the contractor upon award that an assessment report will be accomplished. The Contracting Officer will obtain contact information for the contractor Past Performance point of contact to populate in JCCS. Note: when past performance data from JCCS is utilized during proposal evaluation, the Contracting Officer must afford the contractor the opportunity to respond to any negative information.

## **PART 45 – GOVERNMENT PROPERTY**

### **SUBPART 5145.1 – GENERAL**

5145.107-100 Contract Clauses – Lease of Equipment Other Than Vehicles.

Insert the clause at [5152.245-5902](#) (See AI Appendix 2), Government Liability for Leased Equipment (Without Operator), in contracts that include leasing of equipment, in which provision of an operator is not included in the lease.

## **PART 46 – Quality Assurance**

SUBPART 5146.3 – Contract clauses

5146.312 – Construction Contracts

The contracting officer shall insert the clause at 52.246-12, Inspection of Construction, in ALL solicitations and contracts for construction when a fixed-price contract is contemplated, regardless of dollar value.

SUBPART 5146.4 – GOVERNMENT CONTRACT QUALITY ASSURANCE

5146.401 General

A Quality Assurance Surveillance Plan (QASP) shall be prepared in conjunction with the statement of work and documented in writing whenever a COR is appointed. Contracting Officers will follow the Deputy Assistant Secretary of the Army (Procurement) [DASA(P)] Memorandum, Post Award Oversight and Surveillance of Contracts dated 21 Oct 2010; paragraph 7 regarding QASP requirements.

5146.401-100 CJTSCC QASP Waiver Authority

The SCO-A is the approval authority to waive the requirement for a QASP for service contracts above \$150,000. All QASPs will be uploaded into the VCE-COR Module. In the absence of the SCO-A, the HCA will be the approving authority. Contracting officers do not have the authority to waive a QASP requirement for any type of service or construction contract. RCCs that receive requests from requiring activities to waive a QASP shall refer the activity to the SCO-A for assistance.

## **PART 47 – TRANSPORTATION**

SUBPART 5147.1 - GENERAL

5147.101-100 Policy.

Movement and coordination of inbound and outbound cargo into and out of Afghanistan is critical to ensuring an effective drawdown. The contractor shall be required to provide visibility of their inbound cargo and contractor equipment via a census for their contract, to include the cargo and equipment of prime contractors and subcontractors at all tiers. The contractor shall report incoming cargo and equipment into the Synchronized Pre-deployment and Operational Tracker (SPOT) 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound cargo. This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU).

5147.103-2-100 Contract Clauses.

Include the clause [5152.247-5900](#) INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS in solicitations and contracts for supplies, services, and construction with performance and/or delivery in Afghanistan.

## **PART 51 – USE OF GOVERNMENT SUPPLY SOURCES BY CONTRACTORS**

### 5151.1 Contractor Use of Government Supply Sources

The Director of the Defense Procurement and Acquisition Policy office issued class deviation 2013-00012 ([http://www.acq.osd.mil/dpap/dars/class\\_deviations.html](http://www.acq.osd.mil/dpap/dars/class_deviations.html)) to allow contractor use of Government supply sources which included Central Asian States and South Caucuses sources. Contracting Officers are encouraged to authorize contractor use of these sources for service contracts that include incidental supplies.

## **PART 52 – CLAUSES**

PART 5152 – Clauses are incorporated into the AI as [Appendix 2](#).

## **ACQUISITION INSTRUCTION APPENDICES**

The following appendices are hereby incorporated. Submit recommended changes, additions, or deletions to [mail to: PHNXCJTSCCJ5.org@afghan.swa.army.mil](mailto:PHNXCJTSCCJ5.org@afghan.swa.army.mil).

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

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

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

[APPENDIX 4 -- ACRONYM LISTING / GLOSSARY OF TERMS](#)

[APPENDIX 5 - COALITION PROVISION AUTHORITY \(CPA\) CONTRACTS](#)

[APPENDIX CC – Army Procurement Management Review Program](#)

CJTSCC Acquisition Instruction (September 2014)  
Appendix 1 – Review and Approval Threshold Matrix

APPENDIX 1 – REVIEW AND APPROVAL THRESHOLD MATRIX

The following information is provided to assist Contracting Officers in preparing and submitting acquisition documents for review and approval. Appendix 1 includes the most common acquisition documents executed by CJTSCC activities requiring review and approval above the Contracting Officer – ***it is not all inclusive***. Contracting Officers shall ensure compliance with all FAR, DFARS, or AFARS requirements or applicable DoD/Army policy guidance.

**Applicability:** The review and approval requirements outlined herein apply to all CJTSCC activities and ACC-RI.

PARC-CONUS contract actions will be reviewed and approved in accordance with the FAR, DFARS, AFARS, and Army Contracting Command Rock Island Contracting Office (ACC-RI) procedures *unless otherwise specified below or the action requires the review and approval of the CJTSCC HCA or higher HQ.*

<b>SOURCE SELECTION and SSA DESIGNATION</b>		
THRESHOLD	SSA Appointment Official	SSA Level
>\$500M	DASA (P)	Individual Appointment
>\$250M<\$500M	HCA	PARC/SCO-A
<\$250M	<b>PARC-CONUS: IAW ACC-RI Procedures</b>	
>\$12M<\$250M	SCO-A	RCC Chief
>\$1M<\$12M	RCC Chief	Contracting Officer

<b>ACQUISITION PLANS</b>				
DESCRIPTION	REFERENCE(S)	THRESHOLD	REVIEW/COORDINATION	APPROVAL
Acquisition Plans	<a href="#">AFARS 5107.103 (S-90)</a>	≥ \$25M (Any Fiscal Year)	PARC/SCO-A Legal PARC Policy Review CJTSCC HQ Special Competition Advocate (SCA) Policy	<b>PARC/SCO-A</b>
		≥ \$50M (For All Years)		

CJTSCC Acquisition Instruction (September 2014)  
Appendix 1 – Review and Approval Threshold Matrix

<b>ACQUISITION STRATEGY PLANS</b>					
DESCRIPTION	REFERENCE(S)	THRESHOLD	REVIEW / COORDINATION	APPROVAL	
<b>Army Service Strategy Panel (ASSP)</b>	<a href="#">AFARS 5137.590-6</a>	≥ \$1B	DASA(P) CJTSCC HCA PARC/SCO-A CJTSCC Command Judge Advocate (CJA) SCO-A Legal Policy	DPAP <i>Contact SCO-A</i>	
		≥ \$500M < \$1B	CJTSCC HCA PARC/SCO-A CJTSCC CJA SCO-A Legal Policy	DASA(P) <i>Requires OSBP Pre-Brief - Contact SCO-A for Scheduling/Coordination</i>	
		≥ \$250M < \$500M	CJTSCC CJA PARC/SCO-A SCO-A Legal Policy	CJTSCC HCA	
		< \$250M	<b>PARC-CONUS: SEE ACC ROCK ISLAND PROCEDURES</b>		
		≥ \$10M < \$250M	SCO-A Legal Policy	SCO-A	
	THRESHOLD SPECIFIED BY HCA	≥ \$1M < \$12M	RCC Deputy SCO-A Legal Policy	RCC CHIEF	
<b>SRB/CRB AND OTHER PEER REVIEWS</b>					
DESCRIPTION	REFERENCE(S)	THRESHOLD	REVIEW/COORDINATION	APPROVAL	
<b>Solicitation Review Board (SRB) &amp; Contract Review Board (CRB) Peer Review</b>	<a href="#">DFARS 201.170</a>	≥ \$1B	<b>DPAP Peer Review Process Applies</b> <i>Contact SCO-A Before Acquisition Strategy Stage for Scheduling/Coordination of Required Briefings/Reviews</i>		
	<a href="#">AFARS 5101.170</a>	≥ \$250M < \$1B	DASA(P) PARC/SCO-A CJTSCC CJA SCO-A Legal Policy	CJTSCC HCA	
		≥ \$50M < \$250M	SCO-A Legal Policy	PARC/SCO-A	
<b>Internal "Independent" Peer Reviews &lt; \$50M</b>  <b>All Contract Actions (regardless of type) Before Soliciting Offers &amp; Before Making Award</b> <small>**Excluding Specific Admin Mods in AI 5101.170(b)-100(b)</small>	<a href="#">AFARS 5101.170</a>	< \$50M	<b>PARC-CONUS: SEE ACC ROCK ISLAND PROCEDURES</b>		
	<a href="#">AFARS 5101.170</a> THRESHOLDS ESTABLISHED BY HCA	≥ \$12M < \$50M	RCC Chief SCO-A Legal Policy	SCO-A	
		≥ SAT < \$12M	RCC Deputy SCO-A Legal Policy	RCC CHIEF or RCC DEPUTY	
		\$0 < SAT	CJTSCC Contracting Officer (Not Assigned PCO)	RCC DEPUTY /DIVISION CHIEF	

CJTSCC Acquisition Instruction (September 2014)  
Appendix 1 – Review and Approval Threshold Matrix

<b>JUSTIFICATION &amp; APPROVAL (J&amp;As) FOR OTHER THAN FULL AND OPEN COMPETITION</b>				
<b>DESCRIPTION</b>	<b>REFERENCE(S)</b>	<b>THRESHOLD</b>	<b>REVIEW / COORDINATION</b>	<b>APPROVAL BY</b>
<b>Justification &amp; Approval (J&amp;As) for Other Than Full and Open Competition</b>	<a href="#">FAR 6.304</a>	> \$85.5M	DASA(P) CJTSCC HCA CJTSCC CIA CJTSCC HQ SCA PARC/SCO-A SCO-A Legal Policy	ASA (ALT)
		> \$12.5M ≤ \$85.5M	CJTSCC CIA CJTSCC HQ SCA SCO-A SCO-A Legal Policy	CJTSCC HCA
			PARC-CONUS A/SCA PARC-CONUS LEGAL PARC-CONUS POLICY	PARC-CONUS (HCA Delegation to Senior Executive Service Official)
	<a href="#">FAR 6.304</a> <a href="#">FAR 13.501</a>	> \$650K ≤ \$12.5M	PARC/SCO-A Legal Policy	CJTSCC HQ SCA
	<a href="#">FAR 13.106-1</a> KO Determination	≤ \$650K		Contracting Officer
<a href="#">FAR 6.304</a> <a href="#">FAR 13.106-1</a> <a href="#">FAR 13.501</a>	≤ \$650K		ACC-RI Contracting Officer	

<b>EXCEPTIONS TO FAIR OPPORTUNITY</b>				
<b>DESCRIPTION</b>	<b>REFERENCE(S)</b>	<b>THRESHOLD</b>	<b>REVIEW / COORDINATION</b>	<b>APPROVAL BY</b>
<b>Limited Source Exceptions to Fair Opportunity</b>	<a href="#">FAR 8.405-6</a> & <a href="#">16.505(b)(2)(ii)</a> <a href="#">DFARS 208.405-70</a>	> \$85.5M	DASA(P) CJTSCC HCA PARC/SCO-A CJTSCC CIA PARC/SCO-A Legal Policy	ASA (ALT)
		> \$12.5M ≤ \$85.5M	CJTSCC HQ SCA SCO-A CJTSCC CIA Policy	CJTSCC HCA
			PARC-CONUS A/SCA PARC-CONUS LEGAL PARC-CONUS POLICY	PARC-CONUS (Senior Executive Service Official)
		> \$650K ≤ \$12.5M	PARC/SCO-A Legal Policy	CJTSCC HQ SCA
		> \$100K ≤ \$650K (FAR Part 8)		Contracting Officer

<b>FREEDOM OF INFORMATION ACT REQUESTS (FOIAs)</b>				
<b>DESCRIPTION</b>	<b>REFERENCE(S)</b>	<b>THRESHOLD</b>	<b>REVIEW / COORDINATION</b>	<b>APPROVAL</b>
CJTSCC FOIA Initial Denial Authority Determinations	<a href="#">AFARS 5124.203(b)(i) and (ii)</a>	All	PARC/SCO-A Legal Policy	PARC/SCO-A (HCA Delegation)

CJTSCC Acquisition Instruction (September 2014)  
Appendix 1 – Review and Approval Threshold Matrix

<b>DETERMINATION &amp; FINDINGS</b>				
DESCRIPTION	REFERENCE(S)	THRESHOLD	REVIEW / COORDINATION	APPROVAL BY
<b>Determination &amp; Findings (D&amp;F):</b> Deviations	<a href="#">DFARS 201.402(1) &amp; (2)</a> <a href="#">AFARS 5101.402</a>	All	DASA(P) CJTSCC HCA PARC/SCO-A CJTSCC CJA PARC/SCO-A Legal Policy	ASA (ALT)
<b>Determination &amp; Findings (D&amp;F):</b> Deviations – Individual	<a href="#">AFARS 5101.403</a>	All, except those in 201.402(1)&(2) or where higher than HCA approval is required, or to any provision based upon statute or Executive Order unless authority provides for waiver	PARC/SCO-A Legal Policy	<b>PARC/SCO-A</b> *Copy to address in 5101.403 (S-90)
<b>Determination &amp; Finding (D&amp;F):</b> Local non-standard provisions and clauses that <i>will be used</i> on a repetitive basis and <i>will have</i> significant cost or administrative impact.	<a href="#">DFARS 201.304(1)(i)</a> <a href="#">DFARS 201.402</a>	All	DASA(P) CJTSCC HCA PARC/SCO-A CJTSCC CJA PARC/SCO-A Legal Policy	USD (AT&L)
	<a href="#">AFARS 5101.402</a>			
<b>Determination &amp; Finding (D&amp;F):</b> Approve local non-standard provisions and clauses that <i>will be used</i> on a repetitive basis and <i>will not have</i> significant cost or administrative impact	<a href="#">DFARS 201.402</a>	All	PARC/SCO-A CJTSCC CJA Policy	CJTSCC HCA
<b>Determination &amp; Finding (D&amp;F):</b> Limitation on Equipment Lease or Purchase with Terms of 18 Months or More	<a href="#">DFARS 207.470(b)</a>	All	PARC/SCO-A Legal Policy	PARC/SCO-A
<b>Determination &amp; Finding (D&amp;F):</b> Determination at FAR 14.407-3(c) to Permit the Bidder to Withdraw the Bid	<a href="#">FAR 14.407-3(c)</a>	All	PARC/SCO-A Legal Policy	RCC HUB CHIEF
	<a href="#">AFARS 5114.407-3(c)</a>			
<b>Determination &amp; Finding (D&amp;F):</b> Determination at FAR 14.407-3(a), (b), and (d) to Permit the Bidder to Withdraw the Bid	<a href="#">FAR 14.407-3(e)</a>	All	PARC/SCO-A Legal Policy	PARC/SCO-A
	<a href="#">AFARS 5114.407-3(e)</a>			

CJTSCC Acquisition Instruction (September 2014)  
Appendix 1 – Review and Approval Threshold Matrix

<b>DETERMINATION &amp; FINDINGS (Cont.)</b>				
DESCRIPTION	REFERENCE(S)	THRESHOLD	REVIEW / COORDINATION	APPROVAL BY
<b>Determination &amp; Finding (D&amp;F):</b> Award of a Task/Delivery Order Contract Vehicle exceeding \$103M to a Single Source	<a href="#">FAR 16.505(b)(2)(ii)(C)</a>	≥ \$103M < \$500M	PARC/SCO-A CJTSCC CIA Policy	<b>CJTSCC HCA</b> (25 Jun 2008 ASA/ALT Delegation)
		≥ \$500M	<b>CJTSCC HCA</b> <b>PARC/SCO-A</b> CJTSCC CIA PARC/SCO-A Legal Policy	<b>DASA(P)</b>
	<a href="#">FAR 16.504(c)(1)(ii)(D)(1)(iv)</a>	≥ \$103 M	<b>DASA(P)</b> <b>CJTSCC HCA</b> <b>PARC/SCO-A</b> CJTSCC CIA PARC/SCO-A Legal Policy	<b>ASA(AL&amp;T)</b>
<b>Determination &amp; Finding (D&amp;F):</b> Reasonable Price or Fee when KO is unable to definitize within 180 calendar days after issuance	<a href="#">FAR 16.603-2(c)(3)</a>	All Letter Contracts or Other Undefinitized Contract Actions	PARC/SCO-A Legal Policy	<b>CJTSCC HCA</b> <b>PARC CONUS</b>
<b>Determination &amp; Finding (D&amp;F):</b> Acquisition of supplies or services to support a contingency operation or in defense or recovery from CBRNE attack	<a href="#">DFARS 218.271</a>	All	Made on case by case basis in writing with underlying rationale documented in D&F and placed in contract file	<b>PARC:</b> <b>One level above KO</b> <b>(not further delegable)</b>
<b>Determination &amp; Finding (D&amp;F):</b> Determine That The Product Or Service <u>Is To Be Used Only By The Military Forces, Police, Or Other Security Personnel in Afghanistan</u> Is In The National Security Interest Of The U.S.	<a href="#">DFARS 225.7703-2(a)</a>	All		<b>Contracting Officer</b>
<b>Determination &amp; Finding (D&amp;F):</b> Determine That The Product Or Service <u>Is Not Limited</u> To Use By The Military Forces, Police, Or Other Security Personnel in Afghanistan Is In The National Security Interest Of The United States because the procedure is necessary to provide a stable source of jobs in Afghanistan; and that use of the procedure will not adversely affect operations in Afghanistan, or the U.S. industrial base.	<a href="#">DFARS 225.7703-2(b)(2)</a>	≥\$85.5M	PARC/SCO-A CJTSCC CIA Policy	<b>CJTSCC HCA</b> (Delegation to HCA)
		<\$85.5M	PARC LEGAL PARC POLICY	<b>PARC</b>
		>\$12M<\$85.5M	SCO-A Legal Policy	<b>SCO-A</b>
		>\$650K<\$12M	SCO-A Legal Policy	<b>RCC Chief</b>
		<\$650K		<b>Contracting Officer</b>

CJTSCC Acquisition Instruction (September 2014)  
Appendix 1 – Review and Approval Threshold Matrix

<b>DETERMINATION &amp; FINDINGS (Cont.)</b>				
<b>DESCRIPTION</b>	<b>REFERENCE(S)</b>	<b>THRESHOLD</b>	<b>REVIEW / COORDINATION</b>	<b>APPROVAL BY</b>
<b>Determination &amp; Finding (D&amp;F):</b> Determine that the acquisition of a product or service from Southern Caucus states, Central Asian states, and Pakistan, other than small arms, in support of operations in Afghanistan is in the national interests of the United States.	<a href="#">DFARS 225.7799-2</a>	≥\$78.5M	PARC/SCO-A CJTSCC CJA Policy	<b>CJTSCC HCA</b> (Delegation to HCA)
		<\$78.5M	PARC LEGAL PARC POLICY	<b>PARC</b>
		>\$12M<\$78.5M	SCO-A Legal Policy	<b>SCO-A</b>
		>\$650K<\$12M	SCO-A Legal Policy	<b>RCC Chief</b>
		<\$650K	RCC Chief	<b>Contracting Officer</b>
<b>Determination &amp; Findings (D&amp;F):</b> Determination Not to Allow the Contractor to Buy Insurance for War-Hazard Losses	<a href="#">DFARS 228.370(a)</a>	All	PARC/SCO-A Legal Policy	<b>PARC/SCO-A</b>
<b>Determination &amp; Findings (D&amp;F):</b> Determination To Authorize Contract Performance, Notwithstanding The Protest, Upon Written Finding That Contract Performance Will Be In The Best Interest Of The United States Or Urgent And Compelling Circumstances That Significantly Affect The Interest Of The United States Will Not Permit Waiting For The GAO's Decision	<a href="#">FAR 33.104(c)(2)</a>	All	PARC/SCO-A CJTSCC CJA Policy	<b>CJTSCC HCA</b> (When delegated to HCA under DPAP Delegation) **Copy to DASA(P) w/2 Days
	<a href="#">AFARS 5133.104(c)</a>			
<b>Determination &amp; Findings (D&amp;F):</b> Determination To Take Any Action On A Protest That Could Have Been Recommended By The Comptroller General Had The Protest Been Filed With The GAO IAW AFARS 33.102	<a href="#">AFARS 5133.102(b)(1) and (b)(2)</a>	All	PARC/SCO-A Legal Policy	<b>PARC/SCO-A</b> (HCA Delegation)
<b>Determination &amp; Findings (D&amp;F):</b> Determination To Make Contract Award On The Basis Of Urgent And Compelling Circumstances Which Significantly Affect The Interest Of The United States Will Not Permit Awaiting The Decision Of The GAO And Award Is Likely To Occur Within 30 Days Of The Written Finding	<a href="#">FAR 33.104(b)(1)</a>	All	PARC/SCO-A CJTSCC CJA Policy	<b>CJTSCC HCA</b> **Copy to DASA(P) w/2 Days
	<a href="#">AFARS 5133.104(b)</a>			
	DPAP DELEGATION TO HCA			

CJTSCC Acquisition Instruction (September 2014)  
Appendix 1 – Review and Approval Threshold Matrix

<b>OTHER ACTIONS REQUIRING REVIEW AND APPROVAL</b>				
DESCRIPTION	REFERENCE(S)	THRESHOLD	REVIEW / COORDINATION	APPROVAL BY
<b>Requests</b> for Ratification of Unauthorized Commitment Actions (UCA)	<a href="#">AFARS 5101.602-3</a>	> \$100K	CJTSCC CIA Policy	<b>CJTSCC HCA</b>
		≥ \$10K ≤ \$100K	PARC/SCO-A Legal Policy	<b>PARC/SCO-A</b> (HCA Delegation)
		< \$10K	PARC/SCO-A Legal Policy	<b>RCC CHIEF</b> (HCA Delegation)
<b>Publication</b> of Paid Advertisements	<a href="#">DFARS 205.502(a)</a>	All	PARC/SCO-A Legal Policy	<b>PARC/SCO-A</b> (HCA Delegation)
<b>Pre-Approval of Construction, including CERP, Requirements</b> *Before Sol Issuance	ESTABLISHED BY HCA AI 36.104	All CONSTR, Including CERP ≥ \$1.5M	SCO-A Legal Policy	<b>SCO-A</b> (HCA Delegation)
<b>LOL Approve</b> more than 180 Days for Definitization of an Undefined Contract Action (UCA) (Including Letter Contracts)	<a href="#">DFARS 217.7404-3</a> <a href="#">AFARS 5116.603-2</a>	All	PARC/SCO-A Legal Policy	<b>PARC/SCO-A</b>
<b>Approve</b> An Undefined Contract Action (UCA) or Modifying The SCO-A Of an UCA When Performance Has Already Begun	<a href="#">DFARS 217.7404-1</a>	All	PARC/SCO-A Legal Policy	<b>PARC/SCO-A</b> (HCA Delegation)
<b>Approve Contractor Use and Rental of Government Property</b> (When Non-Government Use Is Expected To Exceed 25 Percent Of The Total Use)	<a href="#">FAR 45.301(f)</a>	All	PARC/SCO-A Legal Policy	<b>PARC/SCO-A</b> (HCA Delegation)
<b>Approve</b> The Submission Of The Clearance Request for Congressional Notification on Significant Contract Terminations	<a href="#">AFARS 5149.7001</a> <a href="#">DFARS PGI 249.7001</a>	All	<b>PARC/SCO-A</b> CJTSCC CIA Policy	<b>CJTSCC HCA</b>
<b>Waive</b> any General Rule or Procedure in FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest	<a href="#">AFARS 5109.503</a>	All	CJTSCC CIA Policy	<b>CJTSCC HCA</b>
<b>Waive</b> The Requirement For Submission Of Cost Or Pricing Data In Exceptional Cases (TINA Waiver)	<a href="#">FAR 15.403-1(c)(4)</a>	All	CJTSCC CIA Policy	<b>CJTSCC HCA</b>
<b>Waive</b> the unpriced change order limitations in DFARS 243.204-70-2, 3 and 4 for Contingency Operations or Humanitarian or Peacekeeping Operations	<a href="#">DFARS 243.204-70-5</a>	Contingency, Humanitarian, or Peacekeeping exceeding \$5M	<b>DASA(P)</b> <b>CJTSCC HCA</b> <b>PARC/SCO-A</b> CJTSCC CIA PARC/SCO-A Legal Policy	<b>ASA (ALT)</b>
<b>No-Cost Agreements or Contracts (all actions)</b>	AI 5101.170(b)(S-100)(d) And AI 5101.6-1(S-100)(d)(13) for modifications	see exceptions at AI 5101.170(b)(S-100)(d)	PARC/SCO-A Legal RCC Chief Review	<b>SCO-A</b>

CJTSCC Acquisition Instruction (September 2014)  
Appendix 2 – AI Part 5152 Clauses

APPENDIX 2 – AI PART 5152 CLAUSES

SUBPART 52.1 – INSTRUCTIONS FOR USING PROVISIONS AND CLAUSES

All CENTCOM – Joint Theater Support Contracting Command (CJTSCC) provisions and clauses shall be included in contracts in full text, citing the provision or clause number, the title and version date. Updates to the AI and Appendix 2 will be made through Interim Policy Directives (IPDs) or issuance of an AI revision. All other Appendices and the resource library will be updated as changes occur.

SUBPART 52.2 – TEXT OF CJTSCC PROVISIONS AND CLAUSES

The following clause matrix identifies all CJTSCC Provisions and Clauses. To view the provision/clause, click on the clause number in the table below or scroll down in the document. In addition, CJTSCC has developed integrated FAR/DFARS/AFARS/CJTSCC AI clause matrices that are required in most commercial item, service and construction contracts. The matrices should be used when conducting SRB/CRBs and internal reviews. Matrices are included on the CJTSCC [SharePoint](#).

P or C	Provision or Clause				
FT	All Local Clauses are included by Full Text				
USE	R - Required				
	A – Required, when Applicable				
CLAUSE NUMBER	PROVISION/CLAUSE TITLE (DATE)	P or C	USE	AI PRESCRIPTION	OLD CLAUSE NUMBER
<a href="#">5152.216-5900</a>	Fair Opportunity for Multiple Award IDIQ Contracts (AUG 2011)	C	A	5116.506-100(a)	952.216-0001
<a href="#">5152.216-5901</a>	Ombudsman (Jun 2014)	C	R	5116.506-100(b)	952.201-0001
<a href="#">5152.222-5900</a>	Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (Mar 2014)	C	R	5122.1705-120(S-100)	952.222-0001
<a href="#">5152.225-5900</a>	Arming Requirements and Procedures for Personal Security Services Contractors and Requests for Personal Protection (AUG 2014)	C	A	5125.7703-5(S-100)(a)	952.225-0001
<a href="#">5152.225-5901</a>	Armed Personnel Incident Reports (AUG 2014)	C	A	5125.7703-5(S-100)(b)	952.225-0002
<a href="#">5152.225-5902</a>	Fitness for Duty and Medical/Dental Care Limitations (Jun 2014)	C	R	5125.7703-5(S-100)(c)	952.225-0003
<a href="#">5152.225-5903</a>	Compliance with Laws and Regulations (DEC 2011)	C	R	5125.7703-5(S-100)(d)	952.225-0004
<a href="#">5152.225-5904</a>	Monthly Contractor Census Reporting (AUG 2014)	C	R	5125.7703-5(S-100)(e)	952.225-0005
<a href="#">5152.225-5907</a>	Medical Screening and Vaccination Requirements for Contractor Employees Operating in the CENTCOM Area of Responsibility (AOR) (AUG 2014)	C	A	5125.7703-5(S-100)(h)	952.225-0009
<a href="#">5152.225-5908</a>	Government Furnished Contractor Support (MAY 2012)	C	A	5125.7703-5(S-100)(i)	952.225-0011
<a href="#">5152.225-5909</a>	Notice of Limited Competition (AUG 2011)	P	R	5125.7703-5(S-100)(j)	952.225-0012
<a href="#">5152.225-5910</a>	Contractor Health and Safety (DEC 2011)	C	A	5125.7703-5(S-100)(k)	952.225-0013
<a href="#">5152.225-5914</a>	Commodity Shipping Instructions (AUG 2011)	C	R	5125.7703-5(S-100)(j)	952.225-0019
<a href="#">5152.225-5915</a>	Contractor Accountability and Personnel Recovery (JUN 2014)	C	R	5125.7703-5(S-100)(k)	952.225-0020
<a href="#">5152.228-5900</a>	Government Liability for Non-Tactical Vehicles (SEP 2014)	C	A	5128.312-100	952.228-0004
<a href="#">5152.232-5900</a>	Payment in Local Currency (DEC 2011)	C	A	5132.1110(b)	952.232-0004
<a href="#">5152.232-5901</a>	Wide Area Workflow Instructions (AUG 2011)	C	A	5132.1110(c)	952.232-0005
<a href="#">5152.233-5900</a>	Agency Protest Program (AUG 2011)	P	R	5133.106-100	952.233-0001

CJTSCC Acquisition Instruction (September 2014)  
Appendix 2 – AI Part 5152 Clauses

CLAUSE NUMBER	PROVISION/CLAUSE TITLE (DATE)	P or C	USE	AI PRESCRIPTION	OLD CLAUSE NUMBER
<a href="#">5152.236-5900</a>	Electrical and Structural Building Standards for Construction Projects (DEC 2011)	C	A	5136.501-100	952.236-0001
<a href="#">5152.245-5902</a>	Government Liability for Leased Equipment (Without Operator) (AUG 2011)	C	A	5145.107-100	952.245-0003
<a href="#">5152.247-5900</a>	Inbound/Outbound Cargo and Contractor Equipment Census (APR 2012)	C	R	5147.103-2-100	952.225-0022
<a href="#">CERP</a>	CERP Project Clauses	C	A	5125.1205	N/A

CJTSCC Acquisition Instruction (September 2014)  
Appendix 2 – AI Part 5152 Clauses

5152.216-5900 FAIR OPPORTUNITY FOR MULTIPLE AWARD IDIQ CONTRACTS

As prescribed in [AI 5116.506-100\(a\)](#), insert clause 5152.216-5900, Fair Opportunity for Multiple Award IDIQ Contracts, in all multiple award IDIQ contracts and all associated task/delivery orders.

**5152.216-5900  
FAIR OPPORTUNITY FOR MULTIPLE AWARD IDIQ CONTRACTS  
(AUG 2011)**

(a) For each proposed issuance of a delivery/task order, the Contracting Officer will solicit all contractors under this multiple award contract vehicle by providing a notice of the intent to make the purchase, a description of the requirement, and the basis upon which the Contracting Officer will make the selection. Contracting Officers may use streamlined proposal procedures, including oral presentations.

(b) This notice will normally be provided by e-mail. Contractors shall provide the Contracting Officer with a primary and a back-up e-mail address. The government is not responsible for ensuring the contractor receives any notice.

(c) Contracting Officers will fairly consider all responses received by evaluating price and any other factors listed in the notice. The Contracting Officer reserves the right to select an awardee based on initial offers. No protest under FAR Subpart 33.1 is authorized in connection with the award of any order, except for a protest on the grounds that the order increases the SCO-A, period, or maximum value of the contract (10 U.S.C. 2304c(e) and 41 U.S.C. 253j(d)), with the exception of task orders with a value of greater than \$10M which are subject to Section 843 of the National Defense Authorization Act for FY 2008.

(d) Exceptions to the Fair Opportunity Process: The Contracting Officer may not provide fair opportunity to all contract awardees if: “(i) The need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays; (ii) only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized; (iii) the order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; (iv) it is necessary to place an order to satisfy a minimum guarantee.”

(End of Clause)

5152.216-5901 OMBUDSMAN

As prescribed in [AI 5116.506-100\(b\)](#), insert clause 5152.216-5901, Ombudsman, in all solicitations and contracts, including task and delivery orders, regardless of dollar value.

**5152.216-5901 OMBUDSMAN  
(JUN 2014)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. The ombudsman is responsible for reviewing complaints from the contractors under multiple award task or delivery order contracts and ensuring that all the contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

(b) Before consulting with an ombudsman, interested parties must address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution.

(c) If resolution cannot be made by the Contracting Officer, concerned parties may contact the CJTSCC Ombudsman at: *(insert Ombudsman contact information as reflected in the HCA Ombudsman Delegation Letter posted in Acquisition Policies SharePoint site).*

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, contract, delivery order, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of Clause)

**5152.222-5900 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS**

As prescribed in AI [5122.1705-120\(S-100\)](#), insert clause 5152.222-5900, Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports, in all services or construction contracts, which require performance in Afghanistan.

**5152.222-5900  
PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS,  
AND WITHHOLDING OF EMPLOYEE PASSPORTS  
(MAR 2014)**

(a) All contractors (“contractors” refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language, that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee for Contractor furnished living space. Upon contractor's written request, Contracting Officers may grant a waiver in writing in cases where the existing contractor provided square footage is within 20% of the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area. Government furnished facilities will be provided in accordance with the applicable installation/base billeting standards, with contractor personnel afforded, at a minimum, square footage equivalent to an E1.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and the requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that Contracting Officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End of Clause)

5152.225-5900 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES  
CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION

As prescribed in AI [5125.7703-5\(S-100\)](#)(a), insert clause 5152.225-5900, Arming Requirements and Procedures for Personal Security Services Contractors and for Requests for Personal Protection, in all contracts with performance in Afghanistan that require arming of contractors.

**5152.225-5900**  
**ARMING REQUIREMENTS AND PROCEDURES**  
**FOR PERSONAL SECURITY SERVICES**  
**CONTRACTORS AND REQUESTS FOR PERSONAL PROTECTION**  
**(AUG 2014)**

(a) **General.** Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Afghanistan, including U.S. CENTCOM, and United States Forces - Afghanistan (USFOR-A) Commander orders, instructions, and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

CJTSCC Acquisition Instruction (September 2014)  
Appendix 2 – AI Part 5152 Clauses

- (1) DODI 3020.50, *Private Security Contractors (PSCs) Operating in Contingency Operations*;
- (2) DODI 3020.41, *Operational Contract Support*
- (3) DFARS 252.225-7995, *Contractor Personnel Performing in the United States Central Command Area of Responsibility (Class Deviation 2014-00018)(JUN 2014)*
- (6) USFOR-A, FRAGO 13-036, *Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operations Area - Afghanistan (CJOA-A)*;
- (7) U.S. CENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel, dated 18 Jan 2011.

**(b) Required Contractor Documentation.** Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

- (1) Weapons Qualification/Familiarization. All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
- (3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.
- (4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.
- (5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.
- (6) One (1) copy of a business license from the Afghani Ministry of Trade or Interior.
- (7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.

**(c) Communication Plan.** The contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:

- (1) The contractor's method of notifying military forces when requesting assistance where hostilities arise, combat action is needed, or serious incidents have been observed.
- (2) How relevant threat information will be shared between contractor security personnel and U.S. military forces.
- (3) How the contractor will coordinate transportation with appropriate USFOR-A authorities.

**(d) Plan for Accomplishing Employee Vetting.** The contractor will submit to the COR an acceptable plan for vetting all contractor and subcontractor employees. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan):

(1) Local Nationals: Perform Local and National Agency background checks in accordance with Host Nation Government policies and protocols.

(2) Use one or more of the following sources when conducting the background checks on Third Country Nationals: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, or CIA records.

(3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies prior to submitting arming requests. All local nationals and third country nationals will voluntarily submit to routine biometric screening in accordance with local installation policies and procedures. The contractor will immediately notify the COR, local installation Force Protection agency, and the theater arming approval authority of any individuals who are revealed as potential security risks during biometric processing.

(4) The Contractor shall provide to the COR official written certification of candidate(s) suitability for employment. This certification may address multiple employees on a single certification but must clearly state each employee was vetted in accordance with the Contractor's plan for accomplishing employee vetting.

(e) **Penalties for Non-Compliance.** Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force, training, arming authorization, and incident reporting requirements may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(f) **Criminal and Civil Liability.** Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same to the civil and criminal jurisdiction of the U.S. and Host Nation. "Host Nation" refers to the nation or nations where services under this contract are performed. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training).

(g) **Lapses in Training or Authorization.** Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority.

(h) **Authorized Weapon & Ammunition Types.** Unless the Deputy Commander of USCENTCOM (DCDRUSCENTCOM), or a designee, expressly provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. Notwithstanding Host Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service/PSC contractors must have weapons approved by the DCDRUSCENTCOM, or a designee, before use. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the arming authority for use in Afghanistan:

- (1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).
- (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
- (3) Standard authorized weapons are selectable fire semi-automatic weapons only. All Non-U.S. and Non-standard weapons must be submitted to the theater arming authority for review and approval. Non-standard weapons are classified as any machine gun, belt-fed or crew served weapon or any weapon utilizing ammunition greater than 7.62mm X 51mm NATO. Contractors must also provide SCO-Arecards and criteria for qualification appropriate to the Non-standard weapon's caliber.
- (4) U.S. government Ball ammunition is the standard approved ammunition.

(i) **Requirements for Individual Weapons Possession.** All employees of the contractor and its subcontractors at all tiers who are authorized to be armed under this contract must:

- (1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (b) and subsequently authorized to carry.
- (2) Carry weapons only when on duty or at a specific post (according to their authorization).
- (3) Not conceal any weapons, unless specifically authorized.
- (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.
- (5) IAW USCENTCOM G.O. #1, consumption of alcohol or use of any intoxicating substances which may impair judgment, medication or otherwise is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage or use any judgment impairing substance when armed for personal protection.

(j) **Weapons/Equipment Restrictions and Responsibilities.** Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

(k) **Rules for the Use of Force (RUF) (Afghanistan only).** In addition to the RUF and ROE training referenced in paragraph (b), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF and/or otherwise trigger reporting requirements as serious incidents. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense.
- (2) Failing to cooperate with Coalition and Host Nation forces.
- (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm.
- (4) Failing to use a graduated force approach.
- (5) Failing to treat the local civilians with humanity or respect.
- (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(l) **Retention and Review of Records.** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

(m) **Contractor Vehicles.** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

(n) **Monthly Reporting.** The prime contractor will report monthly arming status to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer in accordance with theater policy and the timelines defined in the Performance Work Statement.

(End of Clause)

#### 5152.225-5901 ARMED PERSONNEL INCIDENT REPORTS

As prescribed in [AI 5125.7703-5\(S-100\)](#)(b), insert clause 5152.225-5901, Armed Personnel Incident Reports, in all contracts with place of performance in Afghanistan that require arming of contractors.

#### **5152.225-5901 ARMED PERSONNEL INCIDENT REPORTS (DEC 2011)**

(a) All contractors and subcontractors in the United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting the USFOR-A personnel or forces are familiar with and comply with all applicable orders, directives, and instructions issued by the USFOR-A Commanders relating to force protection and safety.

(b) In the event a weapon firing incident or any other serious incident, contractors shall prepare and submit an initial incident report as soon as feasible, but not later than 4 hours from the beginning of the incident, to the Contracting Officer (KO), Contracting Officer's Representative (COR), USFOR-A ACOD, and USFOR-A J3 Situational Awareness Room (SAR). Additionally, the contractor and its subcontractors at all tiers shall submit a written report to the above personnel within 96 hours of the incident. Information shall include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. Contractors and anyone re-transmitting the report shall make reasonable efforts to transmit incident reports via secured means (SIPRnet or CENTRIX) when the incident report includes operationally sensitive information.

(c) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/SAR

CJTSCC Acquisition Instruction (September 2014)  
Appendix 2 – AI Part 5152 Clauses

Watch. Contractor and subcontractor personnel shall carry their Letter of Authorization (LOA) on their person at all times.

(End of Clause)

5152.225-5902 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS

As prescribed in [AI 5125.7703-5\(S-100\)](#)(c), insert clause 5152.225-5902, Fitness for Duty and Medical/Dental Care Limitations, in all contracts with place of performance in Afghanistan.

**5152.225-5902**  
**FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS**  
**(JUN 2014)**

(a) The contractor shall ensure the individuals they deploy are in compliance with the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR, unless a waiver is obtained in accordance with TAB C, CENTCOM Waiver Request. The current guidance is located at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>.

(b) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit.

(c) Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be re-evaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.

(d) The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information in all subcontracts with performance in the theater of operations.

(e) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at Level/Role III (emergency) military treatment facilities (MTF) and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(f) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for known or routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized

CJTSCC Acquisition Instruction (September 2014)  
Appendix 2 – AI Part 5152 Clauses

(g) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website:

<http://comptroller.defense.gov/FinancialManagement/Reports/rates2014.aspx>.

(End of Clause)

5152.225-5903 COMPLIANCE WITH LAWS AND REGULATIONS

As prescribed in [AI 5125.7703-5\(S-100\)](#)(d), insert clause 5152.225-5903, Compliance with Laws and Regulations, in all service and construction contracts with place of performance in Afghanistan.

**5152.225-5903**  
**COMPLIANCE WITH LAWS AND REGULATIONS**  
**(DEC 2011)**

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives as applicable to personnel in Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps or Chief of Mission operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from the US Embassy, Chief of Mission sites, secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement

CJTSCC Acquisition Instruction (September 2014)  
Appendix 2 – AI Part 5152 Clauses

or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Afghanistan without approval from the senior U.S. commander.

(End of Clause)

5152.225-5904 MONTHLY CONTRACTOR CENSUS REPORTING

As prescribed in [AI 5125.7703-5\(S-100\)](#)(e), insert clause 5152.225-5904, Monthly Contractor Census Reporting, in all service and construction contracts with place of performance in Afghanistan. See also AI subpart 37.9, Contractor Manpower Report Application (CMRA) for reporting requirements.

**5152.225-5904**  
**MONTHLY CONTRACTOR CENSUS REPORTING**  
**(AUG 2014)**

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25<sup>th</sup> day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

The total number (prime and subcontractors at all tiers) employees.

The total number (prime and subcontractors at all tiers) of U.S. citizens.

The total number (prime and subcontractors at all tiers) of local nationals (LN).

The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).

Name of province in which the work was performed.

The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7995 or DFARS DoD class deviation 2014-00018.

(End of Clause)

5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR  
EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR)

As prescribed in [AI 5125.7703-5\(S-100\)](#)(h), insert clause 5152.225-5907, Medical Screening and Vaccination Requirements for Contractor Employees Operating in the CENTCOM Area of Responsibility (AOR), in all contracts that may employ locally hired employees working on bases supporting U.S. Forces with performance in Afghanistan. This clause will be added by contract modification to all existing applicable contracts in Afghanistan, at the discretion of the Contracting Officer, based upon consultation with the requiring activity.

**5152.225-5907**  
**MEDICAL SCREENING AND VACCINATION REQUIREMENTS**  
**FOR CONTRACTOR EMPLOYEES**  
**OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR)**  
**(AUG 2014)**

(a) All contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility. This clause requires all contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENTCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENTCOM individual Protection and Individual Unit Deployment Policy and DoD Instruction (DODI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>. The current DODI is available at <http://www.dtic.mil/whs/directives/corres/ins1.html>. The current list of immunization and vaccination requirements are available at <http://www.vaccines.mil>.

(b) The USCENTCOM policy requires contractors to ensure adequate health management is available for Tuberculosis (TB) screening, diagnosis, treatment, and isolation during the life of the contract. This includes management and compliance with all prescribed public health actions regarding TB and the responsibility to ensure adequate health management is available at the Contractor's medical provider or local economy provider's location for all contractor and subcontractor employees throughout the life of the contract. The contractor shall maintain medical screening documentation, in English, and make it available to the Contracting Officer, military public health personnel, or Base Operations Center installation access badging personnel upon request.

(1) U.S. Citizens are considered Small-Risk Nationals (SRNs) as the U.S. has less than 25 TB cases per 100,000 persons. A TB testing method of either a TB skin test (TST) or Interferon Gamma Release Assay (IGRA) may be used for pre-deployment and annual re-screening of all U.S. Citizens employed under the contract. For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history and CXR. A physical copy of all TST, IGRA, and/or CXRs and radiographic interpretation must be provided at the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deployment and prior to installation access badge renewal.

(2) Other Country Nationals (OCNs) and Local Nationals (LNs) shall have pre-deployment/employment testing for TB using a Chest x-ray (CXR) and a symptom survey completed within 3 months prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal. This is the only way to verify interval changes should an active case of TB occur. When conducting annual re-screening, the Contractor's medical provider or local economy provider will look for interval changes from prior CXR's and review any changes in the symptom survey. A physical copy of the CXR film with radiographic interpretation showing negative TB results must be provided to the Base Operations Center prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal.

CJTSCC Acquisition Instruction (September 2014)  
Appendix 2 – AI Part 5152 Clauses

(3) After arrival in the USCENTCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, all contractor (and sub-contractor) personnel with suspected or confirmed TB are required to medically evacuated (MEDEVAC'd) to the closest commercial medical treatment facility for treatment. The contractor is responsible for management and compliance with all prescribed public health actions. Personnel shall be immediately transported out of theater once they have documentation of at least 3 consecutive negative sputum smears.

(c) In addition, all employees involved in food service, water and/or ice production facilities must be pre-screened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. It also includes contractors and subcontractors documentation that each individual employee of these entities have completed: (1) the full series of immunizations for Typhoid and Hepatitis "A" (full series) immunizations as contained in the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), (2) the required TB tests, and (3) screening for Hepatitis B and C.

(d) Proof of all contractor and sub-contractor employee pre-deployment and deployment medical screening, immunizations, and vaccinations (in English) shall be made available to the designated Government representative throughout the life of the contract, and provided at the Contracting Officer, for a minimum of six (6) years and (3) months from the date of final payment under the contract.

(End of Clause)

5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT

As prescribed in [AI 5125.7703-5\(S-100\)](#)(i), insert clause 5152.225-5908, Government Furnished Contractor Support, in all service and construction contracts with performance in Afghanistan. Prior to checking blocks to authorize services for contractor personnel, Contracting Officers shall coordinate with requiring activities to verify what services are available and authorized at their locations.

**5152.225-5908**  
**GOVERNMENT FURNISHED CONTRACTOR SUPPORT**  
**(MAY 2012)**

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: *[Contracting Officer must enter the names of the operating locations of the contractor that the requiring activity has properly coordinated with the respective Forward Operating Base (FOB) Mayor(s)].* When contractor employees are in transit all checked blocks are considered authorized.

CJTSCC Acquisition Instruction (September 2014)  
Appendix 2 – AI Part 5152 Clauses

U.S. Citizens

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> APO/MPO/DPO/Postal Service   | <input type="checkbox"/> DFACs****                | <input type="checkbox"/> Mil Issue Equip              |
| <input type="checkbox"/> Authorized Weapon            | <input type="checkbox"/> Excess Baggage           | <input type="checkbox"/> MILAIR (inter/intra theater) |
| <input type="checkbox"/> Billeting***                 | <input type="checkbox"/> Fuel Authorized          | <input type="checkbox"/> MWR                          |
| <input type="checkbox"/> CAAF*                        | <input type="checkbox"/> Govt Furnished Meals**** | <input type="checkbox"/> Resuscitative Care           |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking         | <input type="checkbox"/> Transportation               |
| <input type="checkbox"/> Badge                        | <input type="checkbox"/> Military Clothing        | <input type="checkbox"/> All                          |
| <input type="checkbox"/> Commissary                   | <input type="checkbox"/> Military Exchange        | <input type="checkbox"/> None                         |
| <input type="checkbox"/> Embassy Services Kabul**     |   |   |

Third-Country National (TCN) Employees

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> N/A                          | <input type="checkbox"/> DFACs****                | <input type="checkbox"/> Mil Issue Equip              |
| <input type="checkbox"/> Authorized Weapon            | <input type="checkbox"/> Excess Baggage           | <input type="checkbox"/> MILAIR (inter/intra theater) |
| <input type="checkbox"/> Billeting***                 | <input type="checkbox"/> Fuel Authorized          | <input type="checkbox"/> MWR                          |
| <input type="checkbox"/> CAAF*                        | <input type="checkbox"/> Govt Furnished Meals**** | <input type="checkbox"/> Resuscitative Care           |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking         | <input type="checkbox"/> Transportation               |
| <input type="checkbox"/> Badge                        | <input type="checkbox"/> Military Clothing        | <input type="checkbox"/> All                          |
| <input type="checkbox"/> Commissary                   | <input type="checkbox"/> Military Exchange        | <input type="checkbox"/> None                         |

Local National (LN) Employees

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> N/A                          | <input type="checkbox"/> DFACs****                | <input type="checkbox"/> Mil Issue Equip        |
| <input type="checkbox"/> Authorized Weapon            | <input type="checkbox"/> Excess Baggage           | <input type="checkbox"/> MILAIR (intra theater) |
| <input type="checkbox"/> Billeting***                 | <input type="checkbox"/> Fuel Authorized          | <input type="checkbox"/> MWR                    |
| <input type="checkbox"/> CAAF*                        | <input type="checkbox"/> Govt Furnished Meals**** | <input type="checkbox"/> Resuscitative Care     |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking         | <input type="checkbox"/> Transportation         |
| <input type="checkbox"/> Badge                        | <input type="checkbox"/> Military Clothing        | <input type="checkbox"/> All                    |
| <input type="checkbox"/> Commissary                   | <input type="checkbox"/> Military Exchange        | <input type="checkbox"/> None                   |

\* CAAF is defined as Contractors Authorized to Accompany Forces.

\*\* Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.

\*\*\* Afghanistan Life Support. Due to the drawdown of base life support facilities throughout the country, standards will be lowering to an "expeditionary" environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities.

\*\*\*\*Due to drawdown efforts DFACS may not be fully operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

CJTSCC Acquisition Instruction (September 2014)  
Appendix 2 – AI Part 5152 Clauses

SPECIAL NOTE – US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the Contracting Officer.

SPECIAL NOTE ON MILAIR – MILAIR is allowed for the transportation of DoD contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for contractor equipment required to perform the contract when that equipment travels with the contractor employee (e.g., special radio test equipment, when the contractor is responsible for radio testing or repair)

(End of Clause)

5152.225-5909 NOTICE OF LIMITED COMPETITION

As prescribed in [AI 5125.7703-5\(S-100\)\(j\)](#), insert provision 5152.225-5909, Notice of Limited Competition, in contracts solicited under the authority of [DFARS 225.7703-1\(a\)\(3\)](#), directed to a particular source or sources from Afghanistan.

**5152.225-5909  
NOTICE OF LIMITED COMPETITION  
(AUG 2011)**

(a) This procurement is restricted to a particular source or sources from Afghanistan in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 225.7703-1(a)(3).

(b) “Source from Afghanistan” is defined by DFARS 225.7701 as a “source that (1) is located in Afghanistan; and (2) offers products or services from Afghanistan”.

(End of Clause)

5152.225-5910 CONTRACTOR HEALTH AND SAFETY

As prescribed in [AI 5125.7703-5\(S-100\)\(k\)](#), insert clause 5152.225-5910, Contractor Health and Safety, ***only*** in service and construction contracts in Afghanistan that affect the living and work spaces of U.S. Forces (military, civilian, and contractors accompanying the force). ***Do not use*** in service and construction contracts for international, NATO and/or Afghanistan National Army (ANA)/Afghanistan National Police (ANP) projects.

**5152.225-5910**

**CONTRACTOR HEALTH AND SAFETY  
(DEC 2011)**

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards.

(c) The contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the government or a third party, or by self discovery of the deficiency by the contractor. Further guidance can be found on:

UFC: [http://www.wbdg.org/ccb.browse\\_cat.php?o=29&c=4](http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4)

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

5152.225-5914 COMMODITY SHIPPING INSTRUCTIONS

As prescribed in [AI 5125.7703-5\(S-100\)\(j\)](#), insert clause 5152.225-5914, Commodity Shipping Instructions, in all solicitations and contracts requiring the shipment of commodity items to Afghanistan. This is also applicable to the shipment of commodity items in support of a service contract.

**5152.225-5914  
COMMODITY SHIPPING INSTRUCTIONS  
(AUG 2011)**

(a) **USFOR-A FRAGO 10-200.** United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A

(b) **Information regarding the Defense Transportation System (DTS).** For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation – Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures:

[http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_203.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf)

2. Defense Transportation Regulation – Part II 4 Cargo Movement – Cargo

Routing and Movement: [http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_202.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf)

3. Defense Transportation Regulation – Part V - Department of Defense Customs and Border

Clearance Policies and Procedures: [http://www.transcom.mil/dtr/part-v/dtr\\_part\\_v\\_512.pdf](http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf)

**(c) Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:**

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expediter should be directed to the carrier or shipping agent.

3. Customs Required Documents: The carrier representative or shipping expediter is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

**(d) Required Customs Documents:** Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistan's SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S. Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIROA officials.

2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.

a. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in "US Military". This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).

b. Shipping Invoices.

c. Packing Lists. Required only if the shipping invoice does not list the cargo.

CJTSCC Acquisition Instruction (September 2014)

Appendix 2 – AI Part 5152 Clauses

- d. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.
- e. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.
- f. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIRoA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIRoA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.
- g. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.

3. Exports: The following documentation is required for all export shipments:

- a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.
- b. Invoices.
- c. Packing Lists. Required only if the shipping invoice does not list the cargo.
- d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIRoA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to “The Instruction for Customs Clearance Request (Import/Export) Operations.” In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://trade.gov/static/AFGCustomsSOP.pdf>

(e) **Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3** at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

(End of Clause)

5152.225-5915 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY

As prescribed in [AI 5125.7703-5\(S-100\)](#)(k), insert clause 5152.225-5915, Contractor Accountability and Personnel Recovery, in all solicitations and contracts with performance in Afghanistan.

**5152.225-5915**  
**CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY**  
**(JUN 2014)**

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Operational Contracting Support Drawdown Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individual's Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of DFARS clause 252.225-7997 entitled "Contractor Demobilization". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(c) Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur. Report the following information:

Contract Number  
Contract Description & Location  
Company Name

Reporting party:  
Name  
Phone number  
e-mail address

CJTSCC Acquisition Instruction (September 2014)  
Appendix 2 – AI Part 5152 Clauses

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

Other Pertinent Information

(End of Clause)

5152.228-5900 GOVERNMENT LIABILITY FOR NON-TACTICAL VEHICLES

As prescribed in [AI 5128.312-100](#), Insert clause 5152.228-5900, Government Liability for Non-Tactical Vehicles, in all contracts that require leasing of non-tactical vehicles in Afghanistan.

**5152.228-5900  
GOVERNMENT LIABILITY FOR NON-TACTICAL VEHICLES  
(SEP 2014)**

(a) Contractor liability.

(1) The contractor is responsible for 1) loss or damaged caused by negligence of the Contractor, its agents, or employees, and 2) damage associated with normal wear and tear.

(2) The contractor is liable for, and shall indemnify and hold the Government harmless for, all actions or claims for loss of or damage to property or the injury or death of persons resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees.

(b) Government liability. The United States (U.S.) Government is self-insured and provides full insurance coverage for all vehicles in its possession.

(1) The contractor may submit a claim to the Contracting Officer for any vehicles destroyed or damaged, while in the possession of the Government, due to criminal acts, natural acts (commonly called Acts of God), hostile acts, or alleged fault or negligence by the U.S. Government. The claim shall include a detailed proposal, documentation substantiating the claim, and an invoice for the replacement vehicle if required by the Contracting Officer.

(2) The Government will compensate the contractor in an amount determined by the Contracting Officer. This amount will not exceed the actual cost of the vehicle, proven by invoice, less a deduction for actual use that shall be computed by multiplying the invoice value of the vehicle at the time of delivery by 3.0% for each month that the government has leased the vehicle, plus other ordinary and necessary costs agreed to by the parties.

(3) All documentation substantiating that the vehicle was destroyed or damaged will be provided to the Contracting Officer prior to authorizing the payment.

(4) Lease payments for a destroyed vehicle will end at the time of destruction, and no further lease payments will be made on the vehicle unless the lessor can supply an equivalent vehicle to replace it within 24 hours of the destruction. The government, however, is not responsible for vehicles under the contractor's control at the time of damage or destruction.

(5) Title of all leased vehicles furnished under this contract shall not pass to the Government upon acceptance, regardless of the time or the location the Government takes physical possession.

(c) The contract price shall not include any costs for insurance or contingency to cover losses, damage, injury, or death for which the Government is responsible under paragraph (b) of this clause.

(End of Clause)

#### 5152.232-5900 PAYMENT IN LOCAL CURRENCY

As prescribed in [AI 5132.1110-100\(b\)](#), insert clause 5152.232-5900, Payment in Local Currency, in all contracts and purchase orders executed in Afghanistan to a host nation (local) firm.

**5152.232-5900  
PAYMENT IN LOCAL CURRENCY  
(DEC 2011)**

(a) Pursuant to the authority of USCENTCOM FRAGO's 09-1567 and 10-143 this contract is awarded in Afghani (local currency), if awarded to a host nation vendor. The contractor will receive payment in local currency via Electronic Funds Transfer to a local (Afghan) banking institution.

(b) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority.

- (1) EFT using Limited Depository Account (LDA)
- (2) Check from the local finance office LDA
- (3) Local currency cash payments (must be approved in writing by the local finance office and contracting office prior to contract/purchase order award). Payments in cash are restricted to contracts/purchase orders when the vendor provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the vendor's banking institution is not EFT capable. Cash payments will be made in Afghani.

CJTSCC Acquisition Instruction (September 2014)  
Appendix 2 – AI Part 5152 Clauses

5152.232-5901 WIDE AREA WORKFLOW INSTRUCTIONS

As prescribed in [AI 5132.1110-100\(c\)](#), insert clause 5152.232-5901, Wide Area Workflow Instructions in all solicitations. Although an exception to the use of WAWF is identified in FAR 32.1103 and DFARS 232.7002(a)(4), the Contracting Officer will decide whether to utilize the FAR exception to implement this clause or not, depending on the following:

- (1) If the contractor provides a written request for the use of WAWF to the Contracting Officer.
- (2) The PCO, after reviewing the contractor's request will determine in writing if the requirement is feasible, or not, for utilization of WAWF. The decision to waive the exception in FAR 32.1102 and DFARS 232.7002(a)(4) and implement WAWF requirements is at the sole discretion of the Contracting Officer.
- (3) The contractor will be notified within 30 days after requesting WAWF concerning whether or not WAWF will be utilized on their contract.

As draw-down operations commence in Afghanistan, Contracting Officers should consider factors such as:

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

**5152.232-5901**  
**WIDE AREA WORKFLOW INSTRUCTIONS**  
**(AUG 2011)**

(a) To implement DFARS Clause 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS," CJTSCC uses Wide Area Workflow-Receipt and Acceptance (WAWF-RA) to electronically process contractor requests for payment. This application allows DOD contractors to submit and track invoices and receipt/acceptance documents electronically.

(b) The contractor is required to use WAWF-RA when processing invoices and receiving reports under this procurement action. Submission of hard copy DD250/invoices will no longer be accepted for payment except as provided in paragraph 3 of this clause.

(c) INSTRUCTIONS:

The contractor shall register to use WAWF at <https://wawf.eb.mil> . There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk in Ogden, UT. Their number is 1-866-618-5988. Web-based training for WAWF is also available at <http://www.wawftraining.com/> .

(d) DESCRIPTION OF WAWF-RA TYPES OF INVOICE/RECEIVING REPORTS:

- (1) Progress Payment (For use under contractually authorized Progress Payments)
- (2) Performance Based Payment (For use under contractually authorized Performance Based Payments)
- (3) "COMBO" Invoice/Receiving Report (For Supply CLINS including ammunition items and ammunition related items)
- (4) "2-in-1" (For Service CLINS only)
- (5) Cost Voucher (For use with Cost Reimbursement contracts, Time and Material or Labor Hour contracts containing FAR Clauses 52.216-7, "Allowable Cost and Payment" or 52.232-7, "Payments under Time-and-Materials and Labor-Hour Contracts")

(e) CODES: THE FOLLOWING CODES ARE REQUIRED TO ROUTE CONTRACTOR INVOICES THROUGH WAWF:

Contractor CAGE Code\* \_\_\_\_\_  
Pay DoDAAC (Department of Defense Activity Address Code)\*: \_\_\_\_\_  
Issue DoDAAC\*: \_\_\_\_\_  
Admin DoDAAC\*: \_\_\_\_\_  
Inspect by DoDAAC\*: \_\_\_\_\_  
Contracting Officer\* \_\_\_\_\_  
Ship to Code\*: \_\_\_\_\_ (Not Required for Services)

\*Required fields in WAWF. CAGE Code, Paying, Issuing, and Administering DoDAACs and the assigned Contracting Officer may be found on the face of the award document. When the contract administration is assigned to DCMA; the contractor should contact the assigned Administrative Contracting Officer to obtain the applicable "inspect by" DoDAAC. If contract administration is retained

CJTSCC Acquisition Instruction (September 2014)  
Appendix 2 – AI Part 5152 Clauses

by the Issuing/Procuring Activity; the contractor should contact the assigned Procuring Contracting Officer to obtain the applicable "inspect by" DoDAAC.

(f) When items are ready for shipment, the contractor shall prepare and include with each shipment, a receipt and accountability document describing the contents of the shipment. Its purpose is to ensure proper receipt and accountability is maintained for ammunition and ammunition related items. In accordance with DFARS 252.246-7000, contractor submission of the material inspection and receiving information required by Appendix F of the DFARS by using the Wide Area Work Flow (WAWF) electronic form fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report that reflect the exact contents of each conveyance) shall be distributed with each shipment, in accordance with Appendix F, Part 4, F-401, and Table 1 of the DFARS. In addition to including a copy of the receipt and accountability document with each shipment, the contractor shall send an electronic copy to the Contracting Officer within one day of shipment.

(g) If the volume of the shipment precludes the use of a single car, truck, or other vehicle, a separate receipt and accountability document shall be prepared and included in the shipment. If the shipped to, marked for, shipped from, mode of shipment, contract quality assurance and acceptance data are the same for more than one shipment made on the same day under the contract, the contractor may prepare one document to cover all shipments; however, each document shall be annotated to reflect the partial of any item on a single vehicle, such as partial 1 of 3, 2 of 3, and 3 of 3 and the document accompanying each shipment shall identify the unique contents of each vehicle, i.e., lot, quantity per lot, etc. For proper receipt and accountability, the WAWF electronic document shall contain, at a minimum, the following information for each shipment:

(h) The "Header Tab" of WAWF must identify the Prime contractor's name and CAGE Code.

(i) Besides the financial requirements of "Unit Price", "Unit of Measure", "Qty. Shipped", the extended dollar "Amount", and the ACRN, the "Line Item" tab of WAWF must identify:

- Contract Number
- Delivery Order number (if applicable)
- Shipment Number
- Invoice Number
- Item Number (CLIN Number from contract)
- Stock Number (NSN)

(j) In the "Description" field of the WAWF document, the MILSTRIP requisition document number and the ammunition LOT and serial number (if applicable) must be annotated for the quantities shipped related to this particular invoice.

NOTE: If there are multiple LOT numbers or multiple MILSTRIP requisition document numbers, each LOT number and MILSTRIP requisition number must be identified separately.

(End of Clause)

CJTSCC Acquisition Instruction (September 2014)  
Appendix 2 – AI Part 5152 Clauses

5152.233-5900 AGENCY PROTEST PROGRAM

As prescribed in [AI 5133.106-100](#), insert provision 5152.233-5900, Agency Protest Program, in all solicitations.

**5152.233-5900**  
**AGENCY PROTEST PROGRAM**  
**(AUG 2011)**

(a) This solicitation may be protested to the issuing Contracting Office for decision by the Contracting Officer or by the Chief of the Regional Contracting Center if authority has been withheld. If requested, an independent review of an Agency Protest decision is available through appeal to the Principal Assistant Responsible for Contracting (PARC)/Senior Contracting Official (SCO-A) in accordance with FAR 33.103. A protest to CJTSCC is a “PROTEST TO THE AGENCY,” within the meaning of FAR 33.103. The CJTSCC Agency Protest Program is intended to encourage interested parties to seek resolution of their concerns within CJTSCC, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. After an interested party files an Agency Protest with the Contracting Officer and while that protest is pending, the protestor agrees not to file a protest with the GAO or other external forum. If a protest is filed with an external forum on the same solicitation as the Agency Protest, the Agency Protest will be dismissed.

(b) An interested party may file a written protest to the Contracting Officer under the CJTSCC Agency Protest program for contract solicitations issued by CJTSCC. Such Agency Protests are limited to objections to any of the following:

- (1) A solicitation or other request by an agency for offers for a contract for the procurement of property or services.
- (2) The cancellation of the solicitation or other request.
- (3) An award or proposed award of the contract.
- (4) A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.

(c) An Executive-Level Agency protest may be filed with the Contracting Officer designated in paragraph (f) of this provision for resolution of protests.

(d) For the purpose of filing a CJTSCC Agency Protest, an interested party means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(e) An Agency Protest must include the protester's name, address and telephone number, including fax number or e-mail address; the solicitation or contract number, identity of the contracting activity and the Contracting Officer's name; a detailed statement of all legal and factual grounds for protest (mere disagreement with the decisions of Contracting Officers does not constitute grounds for protest), including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protester and must state it is an Agency Protest for decision by the Contracting Officer.

CJTSCC Acquisition Instruction (September 2014)  
Appendix 2 – AI Part 5152 Clauses

(f) CJTSCC Agency Protests, as defined in FAR 33.101, may be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from \_\_\_\_\_ . *[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]*

(End of Clause)

5152.236-5900 ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS

As prescribed in [AI 5136.501-100](#), insert clause 5152.236-5900, Electrical and Structural Building Standards for Construction Projects, in all construction contracts, including minor construction, renovation, alteration, and refurbishment contracts with performance in Afghanistan.

**5152.236-5900**  
**ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS**  
**(DEC 2011)**

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

- (1) "the minimum requirements of United States' National Fire Protection Association (NFPA) 70,
- (2) 2011 National Electrical Code (NEC) for new construction
- (3) 2008 National Electrical Code (NEC) for repairs and upgrades to existing construction
- (4) American National Standards Institute (ANSI) C2, and
- (5) United States' National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation apply British Standard (BS 7671, Edition 17 defacto standard for 50 HZ installations). Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The following internet links provide access to some of these standards:

UFC: [http://www.wbdg.org/ccb/browse\\_cat.php?o=29&c=4](http://www.wbdg.org/ccb/browse_cat.php?o=29&c=4)

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

CJTSCC Acquisition Instruction (September 2014)  
Appendix 2 – AI Part 5152 Clauses

5152.245-5902 GOVERNMENT LIABILITY FOR LEASED EQUIPMENT (WITHOUT OPERATOR)

As prescribed in [AI 5145.107-100](#), insert clause 5152.245-5902, Government Liability for Leased Equipment (Without Operator), in contracts that include leasing of equipment, in which provision of an operator is not included in the lease.

**5152.245-5902**  
**GOVERNMENT LIABILITY FOR LEASED EQUIPMENT**  
**(WITHOUT OPERATOR)**  
**(AUG 2011)**

For equipment furnished by the contractor under this contract, without operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear and tear, (2) mechanical failure, or (3) the fault or negligence of the contractor or the contractor's agents or employees.

(End of Clause)

5152.247-5900 INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS

As prescribed in [AI 5147.103-2-100](#), insert clause 5152.247-5900, Inbound/Outbound Cargo and Contractor Equipment Census, in all solicitations and contracts for services, construction with performance and/or delivery in Afghanistan.

**5152.247-5900**  
**INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS**  
**(APR 2012)**

a. Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Pre-deployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime's, and subcontractor's at all tiers, cargo and equipment. The contractor shall report any individual piece of equipment valued at \$50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

b. This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:

- (1) Rolling Stock (RS): All equipment with wheels or tracks that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of RS include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).

- (2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway.
- (3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

c. This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The contractor is responsible for movement of their own cargo and equipment. The data provided by contractors is for informational purposes only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

(End of Clause)

#### CERP PROJECT CLAUSES

As prescribed in [AI 5125.1004](#), use the following templates of CERP clauses and provisions. Contracting Officers and all PPOs shall use these templates for all CERP projects with an estimated value at or above \$100,000. Include clauses in full text.

**CERP NOTICE:** This solicitation and any resulting contract award is NOT subject to the Federal Acquisition Regulation of the United States Government and is not subject to the Contracts Disputes Act.

#### **Standard Terms and Conditions for Solicitations and Contracts in Excess of \$25,000**

Use open solicitations at a minimum. CERP should use a limited and directed solicitation to one or a few selected sources based on the customer(s) advice. The PRTs, the Brigades, and the Afghan Provincial Government officials can provide assistance in this market research as well as the use of KO past experience. Neither of the two programs requires competition and thus, any practical competition is considered a bonus. Do not use a public forum for solicitations (JCCS, Board, etc...); that is over-kill and creates unnecessary burden and delay.

#### **Contracting Officer's Representative**

(a) A person from the U.S. Government will be assigned to this contract to make sure the Contractor delivers everything in the contract that is required. This person is called the Contracting Officer's Representative or COR. The Contracting Officer's Representative is not allowed to change anything in the contract. Only the Contracting Officer is allowed to make changes to the contract.

(b) The Contracting Officer's representative for this contract is/are:

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(End of Clause)

### **Permits and Responsibilities**

The Contractor shall, without additional cost of money to the U.S. Government, be responsible for complying with any country, municipal laws, codes, and regulations applicable to the performance of the project. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence.

(End of Clause)

### **Material and Workmanship**

(a) All tools used in this contract need to be in good working condition and the materials used need to be of the most suitable grade for the purpose they were intended for.

(b) All work under this contract shall be performed in a skillful and workmanlike manner. If a Contractor employee acts incompetent, careless, or objectionable, the Contracting Officer can have the employee removed from the project.

(End of Clause)

### **Electrical and Structural Building Standard/Code (CERP)**

All work shall be in accordance with accepted standards of quality. The contract shall meet unified facilities criteria (UFC) standards: 1) "the minimum requirements of United States' National Fire Protection Association (NFPA) 70, 2) the American National Standards Institute (ANSI) C2, and 3) the United States' National Electrical Safety Code (NESC). These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above shall only be approved by a qualified engineer and Contracting Officer in writing. The following internet links provide access to some of these standards:

UFC:

[http://www.wbdg.org/ccb/browse\\_cat.php?c=4](http://www.wbdg.org/ccb/browse_cat.php?c=4)

NFPA 70:

<http://www.nfpa.org/>

(End of Clause)

### **Changes**

(a) The Contracting Officer and the Contractor may make changes to the contract by mutual agreement.

(b) The Contracting Officer may also make unilateral in-scope changes to the contract. The Contracting Officer's determination of the contractual scope of any change is final and cannot be appealed. If any

CJTSCC Acquisition Instruction (September 2014)  
Appendix 2 – AI Part 5152 Clauses

change causes an increase or decrease in the Contractor's cost, the Contracting Officer may modify the contract in writing to negotiate a new price.

(c) The Contractor must let the Contracting Officer know in writing that the change to the contract will cost the Contractor more money.

(d) The notice must be provided to the Contracting Officer within 30 days after the change is made or the extra cost will not be paid.

(End of Clause)

### **Cleaning Up**

The Contractor shall remove from the work site any trash, tools, scaffolding, equipment, and materials that are not the property of the U.S. Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer or Contracting Officer Representative.

(End of Clause)

### **Payment**

This contract will be awarded in local currency (Afghanistan) to a host nation (Afghan) company. The currency exchange rate will be determined at the official exchange rate posted by the local Department of Defense Finance (DoD) office on the date of the payment in accordance with the DoD Financial Management regulation.

By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority:

- (1) EFT using Limited Depository Account (LDA)
- (2) LDA checks
- (3) Paying agent stored value card (when available)
- (4) Local currency cash payment must be approved in writing by the local finance office and contracting office prior to contract award. Payments in cash are restricted to contracts when the company provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the company's banking institution is not EFT capable. Cash payments will be made in Afghani.

(End of Clause)

### **Excusable Delays.**

CJTSCC Acquisition Instruction (September 2014)  
Appendix 2 – AI Part 5152 Clauses

The Contractor shall be liable for nonperformance unless the Contracting Officer determines that the nonperformance is caused by something beyond the reasonable control of the Contractor. Both parties will agree what defines an excused delay. Examples of an excusable delay include but are not limited to, flooding, enemy destruction or activity, acts caused by the U.S. Government, fires, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any potentially excusable delay, explaining the reasons, and make all reasonable efforts to reduce the delay and shall promptly give written notice to the Contracting Officer of the end of the delay.

(End of Clause)

**Suspension of Work**

(a) The Contracting Officer may suspend or delay the performance of the contract for the U.S. Government's convenience at any time.

(b) If the length of the suspension or delay costs the Contractor more money, the Contractor must make a claim by letter to the Contracting Officer as soon as possible for the increase in cost.

(c) If the claim is approved by the Contracting Officer, the extra money will be added to the contract by a modification.

(End of Clause)

**Disputes**

(a) The Contracting Officer will be responsible for handling all disputes between the contractor and the U.S. Government. The Contracting Officer's decision shall be final.

(b) If the Contractor files a claim, the claim must be given to the Contracting Officer by written letter within 60 days of the occurrence of the facts that form the basis of the claim.

(c) The Contractor shall continue with performance of this contract, pending final decision of any claim request, and comply with any decision of the Contracting Officer. If the Contractor and the Contracting Officer cannot agree, the Contractor may file a dispute through the Senior Contracting Official in Afghanistan (SCO-A).

(End of Clause)

**Cancelling work by the U.S. Government at no fault by the Contractor**

(a) The U.S. Government may cancel the work under this contract for the U.S. Government's interest under the sole discretion of the Contracting Officer. The Contractor will receive a Notice of Termination and the effective date.

(b) After receipt of a Notice of Termination, the Contractor shall immediately proceed with the following:

CJTSCC Acquisition Instruction (September 2014)  
Appendix 2 – AI Part 5152 Clauses

- (1) Stop work immediately.
- (2) Place no further orders for materials, services, or facilities.

(c) The Contractor and the Contracting Officer may agree upon the amount to be paid or remaining to be paid because of the cancellation. The amount may even include a reasonable allowance for profit on work done and payment of employees for as much as an extra month. However, the agreed amount, under this paragraph of this clause, may not be more than the total contract price as reduced by:

- (1) The amount of payments that were already made
- (2) The contract price of work not terminated

(d) The contract shall be modified, and the Contractor will be paid the agreed amount.

(End of Clause)

**Cancelling work by fault of the Contractor**

(a) If the Contractor refuses or fails to perform the work on time as specified in the contract, the U.S. Government may, by written letter to the Contractor, cancel the work that has been delayed. If the U.S. Government cancels the contract, the U.S. Government may take over the work and complete it by separate contract, and may take possession of any materials on the work site necessary for completing the work.

(b) The U.S. Government's rights after a cancellation for fault shall include all the remedies available to any buyer in the marketplace, including charging the Contractor with any excess re-procurement costs together with any incidental or consequential damages incurred because of the cancellation. The U.S. Government will not pay for any further work or other costs.

(c) If it is decided that the Contractor was not at fault after the contract was cancelled, the contract may be settled the same as if the contract had been cancelled by the U.S. Government at no fault by the Contractor.

(End of Clause)

**CJTSCC ACQUISITION INSTRUCTION (AI)  
APPENDIX 3 – INACTIVE DODAAC AND DOD ORDER CODES**

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

ACTIVE DODAAC AND DOD ORDER CODES

<b>COUNTRY</b>	<b>DoDAAC</b>	<b>OFFICE/LOCATION</b>	<b>DoD ORDER CODES</b>
Afghanistan	W90U42	RCO Sharana	3Q
Afghanistan	W91B4K	RCO Fenty (Jalalabad)	3B
Afghanistan	W91B4L	RCC South	3D
Afghanistan	W91B4M	RCC Kabul (OLD)	3E
Afghanistan	W56SGK	RCC Capitol (New)	
Afghanistan	W91JA4	RCC Phoenix (OLD)	7B
Afghanistan	W91B4N	RCC East	3F
Afghanistan	W91B4P	RCO Salerno	3L
Afghanistan	W90YVD	RCO Shank	L1
Afghanistan	W5K9FH	RCC Southwest	L2
Afghanistan	W5K9UR	RCC Dwyer	L4
Afghanistan	W5KA4N	RCO West	LJ
Afghanistan	W919QC	RCC Delaram II	LK
Afghanistan	W919QA	RCO North (Mazar E Sharif)	LM
Afghanistan	W56JSL	TCC-A, Camp As Sayliyah, Qatar	8J
Afghanistan	W919Q5	RCC Shindand	8R
Afghanistan	W56KJD	GSCC	8M
Afghanistan	W56JSM	CAS-BC	8K
United States	W560MY	PARC-CONUS, Rock Island IL	D6

**CJTSCC ACQUISITION INSTRUCTION (AI)  
APPENDIX 3 – INACTIVE DODAAC AND DOD ORDER CODES**

**INACTIVE DODAAC AND DOD ORDER CODES (HISTORICAL)**

<b>COUNTRY</b>	<b>DoDAAC</b>	<b>OFFICE/LOCATION</b>	<b>DoD ORDER CODES</b>
Afghanistan	W913TY	RCC Bagram	N/A
Afghanistan	W91QUZ	RCC Phoenix	N/A
Iraq	W91GDW	RCC Central	7A
Iraq	W91GEY	RCC Kalsu	4W
Iraq	W91GF5	RCC Balad	7V
Iraq	W91GFB	RCC Mosul	8D
Iraq	W91GFL	RCC Tikrit	8G
Iraq	W91GXE	RCC South (Tallil)	8T
Iraq	W91GY0	Contracting Support Division (CSD) – IZ, Baghdad	LL
Iraq	W91GY3	RCC Basra	LN
Iraq	M20133	RCC Fallujah	N/A
Iraq	M68450	RCC Fallujah	N/A
Iraq	W90U3Z	RCC Bucca	3Z
Iraq	W90U41	RCC Delta	7P
Iraq	W91GET	Baghdad RCC	7E
Iraq	W91GEU	Victory RCC, Baghdad	7K
Iraq	W90WH9	TFBSO (TWR), Baghdad	4X
Iraq	W91GXX	Oil Sector (TWR)	N/A
Iraq	W91GXY	Electrical Sector (TWR)	N/A
Iraq	W91GXZ	Facilities/Services Sector (TWR)	N/A
Iraq	W91GY1	Public Works/Water Sector (TWR)	N/A
Iraq	W914NS	MSD/TWR, Baghdad	N/A
Iraq	W917VW	RCC Al Asad	4V
Iraq	W90VCM	RCC Al Asad	4U
Iraq	W91GER	Specialized Contracts Div., Baghdad	N/A
Iraq	W91GF9	Kirkuk RCC	7W
Iraq	W91GFP	RCC Kirkuk	N/A
Iraq	W91GXS	RCC Kirkuk	N/A
Iraq	W91GXN	RCC Hillah	N/A
Iraq	W91GFC	RCC Taji	8F
Qatar	F38604	ECONS	N/A

Notes:

1. Inactive DODAAC's are utilized for closeout purposes but no new actions are executed
2. W91GDW – aka Theater Wide Requirements
3. W91GY0 – aka MNSTC-I Support Division (MSD)
4. W91GEY – aka RCC Echo, RCC Delta

**CJTSCC ACQUISITION INSTRUCTION (AI)  
APPENDIX 4 -- ACRONYM LISTING / GLOSSARY OF TERMS**

APPENDIX 4 -- ACRONYM LISTING / GLOSSARY OF TERMS

These terms are either included in the Acquisition Instruction (AI) or the Appendices

A/OPC	Agency/Organization Program Coordinator for the GPC Program
A/SCA	Alternate/Special Competition Advocate
AAE	Army Acquisition Executive
ACC	Army Contracting Command
ACD	Afghanistan Customs Department
ACO	Administrative Contracting Officer (assigned to DCMA)
ACOD	Armed Contractor Oversight Directorate
AFARS	Army Federal Acquisition Regulation Supplement
ASFI	Army Single Face to Industry
AI	Acquisition Instruction
AISA	Afghanistan Investment Support Agency
ANA	Afghanistan National Army
ANP	Afghanistan National Police
ANSI	American National Standards Institute
AOR	Area of Responsibility
AP	Acquisition Plans
ASA (ALT)	Assistant Secretary of the Army (Acquisition, Logistics, and Technology)
ASP	Acquisition Strategy Plans
ASSP	Army Service Strategy Panel
BDOC	Base Defense Operations Center
BMI	Body Mass Index
BOA	Basic Ordering Agreement
BPA	Blanket Purchase Agreement
BTA	Business Transformation Agency
C3 or C <sup>3</sup>	CENTCOM Contracting Command (command nickname)
CAC	Common Access Card
CAD	Contract Administration Delegation
CAGE code	Commercial and Government Entity code
CAR	Contract Action Report (FPDS – NG report mechanism)
CAAF	Contractor’s Authorized to Accompany Forces
CCIR Report	Commander’s Critical Information Requirements Report (aka “CCIR”)
CCR	Central Contractor Registration
CCR	Customs Clearance Request
CCTFO	Contract Closeout Task Force Office
CERP	Commander’s Emergency Response Program
CHU	Containerized Housing Unit
CICA	Competition in Contracting Act
CJA	Command Judge Advocate
CJOA	Combined Joint Operations Area
CJTF-82	Combined Joint Task Force – 82, Afghanistan
CJTSCC	CENTCOM – Joint Theater Support Contracting Command (official command name)
CLA	Certificate of Land Availability

**CJTSCC ACQUISITION INSTRUCTION (AI)**  
**APPENDIX 4 -- ACRONYM LISTING / GLOSSARY OF TERMS**

CLIN	Contract Line Item Number
CMR	Commodity Movement Request
CMR	Contractor Manpower Reporting
CONOC	Contractor Operations Cell
COR	Contracting Officer Representative
CPARS	Contractor Performance Assessment Reporting System
CRB	Contract Review Board
CRC	CONUS Replacement Center
CXR	Chest X-Rays
D&F	Determination & Finding
DASA (P)	Deputy Assistant Secretary of the Army(Procurement)
DAU	Defense Acquisition University
DCMA	Defense Contract Management Agency
DFARS	Defense Federal Acquisition Regulation Supplement
DFAS	Defense Finance and Accounting Service
DIV	Division (i.e. Contracting Support Division-equivalent to an RCC)
DO/TO	Delivery Order/Task Order (issued against an IDIQ contract)
DoD	Department of Defense
DoDAAC	Department of Defense Activity Address Code
DoDI	Department of Defense Instruction
DPAP	Defense Procurement and Acquisition Policy
DSN	Defense Switched Network
DTS	Defense Transportation System
EA	Executive Agent
EFT	Electronic Funds Transfer
EPLS	Excluded Parties List System
EUC	End Use Certificate
Ex-pat	Personnel who are of the same nationality as the contracting government (i.e. In Afghanistan, US citizens working as a member of a US contractor are regarded as Ex-pats.)
FAR	Federal Acquisition Regulation
FBO	Federal Business Opportunities (aka FedBizOpps)
FDM	Financial Disclosure Management
FFATA 2006	Federal Funding Accountability and Transparency Act of 2006
FMC	Financial Management Center
FOIA	Freedom of Information Act
FOO	Field Ordering Officer
FPDS - NG	Federal Procurement Data System – Next Generation
FRAGO	Fragmentary Order
GAO	Government Accountability Office
GIRoA	Government of the Islamic Republic of Afghanistan
GPC	Government-wide Purchase Card
GRD	Gulf Region Division (part of USACE)
HCA	Head of the Contracting Activity
HN	Host Nation (local Afghan firm)
HVAC	Heating, Ventilation, and Air Conditioning

**CJTSCC ACQUISITION INSTRUCTION (AI)  
APPENDIX 4 -- ACRONYM LISTING / GLOSSARY OF TERMS**

IDIQ	Indefinite Delivery Indefinite Quantity
IEC	International Electrical Code
IFB	Invitation For Bid
IGRA	Interferon Gamma Release Assay
IM	Information Memorandum
IPD	Interim Policy Directive (document used to update the AI between issuances)
IT	Information Technology
ITAR	International Traffic in Arms Regulations
J&A	Justification & Approval
JCCS	Joint Contingency Contracting System (vendor vetting & past performance system)
JSO	Joint Security Office
KO	Contracting Officer
LDA	Limited Depository Account
LH	Labor Hour
LN	Local National also referred to Host Country National; Personnel who are indigenous to the Area of Operations.
LOA	Letter of Authorization
LOAC	Law of Armed Conflict
LOGCAP	Logistics Civil Augmentation Program
LTDD	Loss, Theft, Damage and Destruction (refers to Government Furnished Property)
MAAWS - A	Money as a Weapons System – Afghanistan
MEJA	Military Extraterritorial Jurisdiction Act (18 USC Section 3261)
MNC	Multi – National Corps
MNF	Multi – National Forces
MoI	Ministry of Interior
MTA	Military Technical Agreement
NEC	National Electrical Code
NESC	National Electrical Safety Code
NFPA 70	National Fire Protection Association 70 is the US standard for the safe installation of electrical wiring and equipment.
NGO	Non Governmental Organization
NTV	Non Tactical Vehicles
OEF	Operation Enduring Freedom (applies to Afghanistan)
OGE	Office of Government Ethics
PARC - CONUS	Principal Assistant Responsible for Contracting – Continental United States
PCO	Procuring Contracting Officer (same as KO)
PGI	Procedures, Guidance and Information (part of the DFARS)
PM	Policy Memorandum
PNM	Price Negotiation Memorandum
POM	Pre-negotiation Objective Memorandum
PPO	Project Purchasing Officer
PR	Personnel Recovery
PRD	Personnel Recovery Division
PRO	Personnel Recovery Officer
PRT	Provincial Reconstruction Team

**CJTSCC ACQUISITION INSTRUCTION (AI)  
APPENDIX 4 -- ACRONYM LISTING / GLOSSARY OF TERMS**

PSC	Private Security Contractor
PSD	Private Security Detail
QASP	Quality Assurance Surveillance Plans
RCC	Regional Contracting Center
RCO	Regional Contracting Office
RFP	Request For Proposal
RFQ	Request For Quotation
ROE	Rules of Engagement
RUF	Rules for the Use of Force
SAR	Situational Awareness Room
SAT	Simplified Acquisition Threshold
SCA	Special Competition Advocate
SCO-A/SCO	Senior Contracting Official-Afghanistan/Senior Contracting Official
SECDEF	Secretary of Defense
Section 801 of the NDAA FY10	Section 801 of the National Defense Authorization Act of Fiscal Year 2010, as amended by Section 841 of the National Defense Authorization Act of Fiscal Year 2013. Temporary authority to acquire products and services produced in countries along a major route of supply to Afghanistan. implemented by DPAP Class Deviation 2013-00007
Section 841 and 842 of the NDAA FY12	Section 841 and 842 of the National Defense Authorization Act of 2012 Fiscal Year (Public Law 112-81), implemented by DPAP Class Deviation 2012-00005, Contracting With the Enemy
Sections 886 and 892 of NDAA FY08	Sections 886 and 892 of the National Defense Authorization Act for Fiscal Year 2008 (Public Law 110-181), Acquisitions in Support of Operations in Afghanistan
SOP	Standard Operating Procedure
C-SPO	Contract Support Operations Division
SPOT	Synchronized Predeployment and Operational Tracker
SRB	Solicitation Review Board
SRN	Small Risk Nationals
SSA	Source Selection Authority
SSEB	Source Selection Evaluation Board
SSP	Source Selection Plan
T&M	Time and Materials
TB	Tuberculosis
TBC	Theater Business Clearance (applicable to non-C <sup>3</sup> organizations)
TCN	Third Country National; An individual who is not of a nationality of the contracting government or the host nation in the Area of Operations.
TFBSO	Task Force Business Stability Operations
TIN	Taxpayer Identification Number
TST	TB Skin Test
UAC	Unauthorized Commitment
UCA	Undefinitized Contract Action
UCMJ	Uniform Code of Military Justice (10 USC Section. 801)
UFC	Unified Facilities Criteria
UP	Unsolicited Proposal

**CJTSCC ACQUISITION INSTRUCTION (AI)  
APPENDIX 4 -- ACRONYM LISTING / GLOSSARY OF TERMS**

UPC	Unsolicited Proposal Coordinator
USACE	United States Army Corps of Engineers
USARCENT	United States Army Central Command
USD	United States Division
USFOR - A	United States Forces – Afghanistan
USG	United States Government
WAWF	Wide Area Work Flow
WAWF-RA	Wide Area Workflow-Receipt and Acceptance

**CJTSCC ACQUISITION INSTRUCTION (AI)  
APPENDIX 5 –COALITION PROVISION AUTHORITY (CPA) CONTRACTS**

**APPENDIX 5 - COALITION PROVISION AUTHORITY (CPA) CONTRACTS TRANSFERRED TO C-JTSCC FOR ADMINISTRATION**

The following is a list of cost reimbursable contracts awarded by the original Coalition Provisional Authority (CPA) then transferred to CENTCOM-Joint Theater Support Contracting Command (CJTSCC) for administration.

These contracts are nearing closeout and DCMA-Southern Europe (DCMA-SE) has accepted responsibility for "overall" administration and must have all of the basic files except the ones that CJTSCC has active task order administration. CJTSCC shall work with the DCMA SE to retain partial administration of active task orders. Contact info for DCMA SE is: DSN: 314-336-2071 / COMM: 011-49-611-816-2071 / Cell: 011-49-160-9390-9756.

Upon completion of the task order listed below, ship all of the files to DCMA SE. DO NOT SHIP FILES to the CJTSCC CCTFO in San Antonio or Rock Island. Contact DCMA SE, then send files postage paid, certified mail, with receipt requested to the following address:

DCMA-SE  
Team Leader, Reach back Closeout  
CMR 410 Box 761  
APO AE 09049

CAGE	VENDOR NAME	CONTRACT NO	TASK/DELIVERY ORDER NUMBER
07PJ4	Kellogg Brown & Root	W9126G-04-D-0001	0002, 0005, 0007, 0008, 0009, 0011, thru 0017, 0020, 0021, 0026, 0028 thru 0030
3G3Y8	Parsons Iraq Joint Venture	W9126G-04-D-0002	001 thru 0022
3MLX5	Fluor AMEC	W914NS-04-D-0003	0001, 0002, 0004 thru 0006
3GSQ0	Lucent Technologies	W914NS-04-D-0005	0001 thru 0006
1R1K2	Parsons Delaware (Global)	W914NS-04-D-0006	0001, 0002, 0005, 0007, 0010, 0014
3X6H5	Washington International	W914NS-04-D-0007	001, 0004 thru 0017
3MLX5	Fluor AMEC	W914NS-04-D-0008	0001, 0003, 0008 thru 0012
1R1K2	Parsons Delaware (Global)	W914NS-04-D-0009	0001 thru 0003, 0005, 0010, 0011, 0012 0014, 0021, 0032, 0034, 0036, 0050, 0052, 0054 thru 0056
3ZPC0	Washington International	W914NS-04-D-0010	0001 thru 0009, 0011 thru 0019
3MLX5	Fluor AMEC	W914NS-04-D-0022	0001, 0003 and 0004
3Q0KD	AECOM	W914NS-04-C-0001	
3QGH3	CH2MHill/Parsons	W914NS-04-C-0003	
3QVF3	Berger URS	W914NS-04-C-0004	
3QVF3	Berger URS	W914NS-04-C-0005	
3QVF3	Berger URS	W914NS-04-C-0006	
KCN19	Foster Wheeler	W914NS-04-C-0007	
KCNJ2	Aegis Defence Services Limited	W911SO-04-C-0003 W91GDW-08-C-4003	
3ZPC0	Washington International	W91GXY-06-C-0066	
3MPJ5	Parsons Electrical & Chemical International & Parsons Brinckerhoff Joint Venture	W914NS-04-C-0002	

Updated 15 August 2011

**CJTSCC ACQUISITION INSTRUCTION (AI)**  
**APPENDIX CC – Army Procurement Management Review Program**  
**CJTSCC Supplement**

APPENDIX CC – Army Procurement Management Review Program CJTSCC Supplement

**Part 1 -- Introduction**

**CC-100 – Purpose.**

This Appendix prescribes policy, responsibilities, and procedures for the CENTCOM Joint Theater Support Contracting Command (CJTSCC) PMR Program. It provides a “ready reference” for PMR teams to use while conducting reviews and measuring performance. It is also an excellent tool for the Contracting Centers to use for internal reviews and self-inspections. This Appendix establishes standards and provides uniformity and consistency in reviews and reports, to measure all CJTSCC Contracting Centers in the same manner.

**CC-101 – Mission and Objectives.**

The objective of the PMR Program is to ensure that Senior Contracting Official – Afghanistan (SCO-A) contract actions are executed in accordance with established laws, regulations, policies, procedures, and directives; to assess the organization’s efficiency and capability of performing the assigned mission and customer support; and to assist leadership in the development of suitable approaches to resolve problems.

**Part 2 – PMR Policy and Philosophy**

**CC-201 – Philosophy.** This Appendix provides procedures and guidance to the CJTSCC organizations regarding the execution of the Head of Contracting Activity (HCA) tier of the Deputy Assistant Secretary of the Army for Procurement (DASA(P)) multi-tiered PMR program. The CJTSCC PMR program fulfills HCA responsibilities for a responsive and cost-effective contracting system, and review contracting compliance with Federal Acquisition Regulation (FAR), Defense FAR Supplement (DFARS), Army FAR Supplement (AFARS), CJTSCC Acquisition Instruction (AI), and Department of the Army (DA) Policy, consistent with the DASA(P) PMR objectives and special areas of interest.

**Part 3 -- Responsibilities**

**CC-301 – Senior Enlisted Advisor (SEA).** The SEA is responsible for the successful development and implementation of the CJTSCC PMR program, with responsibility to:

- (a) Ensure on-site reviews are conducted at each Contracting Center, at a minimum of once every 12 months.
- (b) Appoint a PMR Team Lead to be responsible for the execution, performance, and documentation of Contracting Center PMR reviews.
- (c) Provide trend analysis to Senior Contracting Official-Afghanistan (SCO-A) policy for consideration and training.
- (d) Provide PMR guidance and resources. Request augmentees if supplemental support staff is required to execute the CJTSCC PMR program.

**CJTSCC ACQUISITION INSTRUCTION (AI)**  
**APPENDIX CC – Army Procurement Management Review Program**  
**CJTSCC Supplement**

(e) Provide quarterly, top level briefings to the HCA and SCO-A summarizing the results for all PMRs conducted during the previous quarter. These briefings will identify significant strengths, areas of concern, negative trends, and best practices.

**CC-302 -- PMR Team Leader Responsibilities.** The PMR Team Leader is responsible for overall team management, including the planning of PMRs, conducting each Contracting Center review, and preparing (or overseeing the preparation of) the PMR report. The PMR Team Leader is also responsible to:

- (a) Establish a schedule for a full on-site review cycle, for HCA approval. Revisions to the schedule shall be coordinated through the SEA and approved by the HCA. A copy of the approved/revised schedule will be forwarded to the SCO-A and Contracting Centers no later than five (5) calendar days after approval.
- (b) Identify focus areas for each fiscal year for the review and concurrence by the HCA. Focus areas already identified for FY 14 include: Manager's Internal Control Program (MICP), PMR Corrective Action Plans (CAP), Contracting Officer's Representative (COR) management, contract closeout, and oversight/management of the Field Ordering Officer (FOO) and Commander's Emergency Response Programs (CERP).
- (c) Ensure findings identified in the most recent DASA(P) level PMR or higher level special interest items, if applicable, are identified as a focus area.
- (d) Ensure findings from previous higher level PMRs and corrective actions identified in CAP are incorporated into the onsite review processes, as applicable.
- (e) Notify Contracting Centers of their PMRs and transmittal of PMR requirements.
- (f) Identify contract actions for review.
- (g) Assign team members' workload (areas to be reviewed) for each PMR.
- (h) Identify, collect, analyze, and disseminate historical PMR data to team members relative to the Contracting Center to be reviewed.
- (i) Schedule unique on-site requirements, such as interviews with leadership, CORs, legal, discussions with customers, etc. on an as needed basis.
- (j) Manage the on-site process.
- (k) Participate as a working member of the PMR team.
- (l) Provide a daily status update to the Contracting Center Chief, Deputy SCO-A, and SCO-A.
- (m) Provide a Leadership Debrief to the HCA, SCO-A, and Contracting Center Chief.
- (n) Prepare or oversee the preparation of the PMR report.
- (o) Ensure all documentation created by the PMR team during the PMR event is retained.
- (p) Respond to questions and concerns raised by the Contracting Center as a result of the PMR process and report.
- (q) Review corrective action(s) proposed and taken by the Contracting Center reviewed.
- (r) Perform follow-up, as necessary, to closeout the final PMR report.

**CC-303 -- PMR Team Member(s) Responsibilities.** Team members, whether standing members or augmentees, will receive all work assignments and direction directly from the PMR Team Leader. PMR responsibilities will be each team member's primary duty for the duration of the review, unless an earlier release has been agreed to or directed by the PMR Team Leader.

**CJTSCC ACQUISITION INSTRUCTION (AI)**  
**APPENDIX CC – Army Procurement Management Review Program**  
**CJTSCC Supplement**

(1) A team member's analysis of the Contracting Center begins before arriving to the on-site location. The member should review advance information and study previous PMR Reports to identify follow-up requirements, especially pertaining to repeat findings.

(1) Team members must take thorough notes on material reviewed and during the personnel interviews. This includes documentation of contract files reviewed, on-site observations, findings, and preliminary recommendations.

(2) Each team member must report his / her results of the area(s) reviewed and recommendations must be addressed within the documentation. Should the Team Leader determine the documentation provided by the team member is insufficient, the Team Leader will provide the member with feedback on the area(s) that need improvement, and the paperwork will be returned to the member for completion.

(2) Provide input for the exit brief. All findings shall be recorded in the Army Single Face to Industry (ASFI), Procurement Management Review Module

(<https://acquisition.army.mil/asfi/registered/pmr1/pmrhome.cfm>).

(3) Ensure findings identified in the most recent DASA(P) level PMR or higher level special interest items, if applicable, are identified as focus areas.

(4) Provide one-on-one training, as required, based on findings and corrective actions.

**CC-304 -- SCO-A Responsibilities.**

(a) Ensure Contracting Center Chiefs conduct periodic self-inspections.

(b) Ensure Contracting Center Chiefs implement approved CAP requirements.

(c) If requested, provide PMR augmentees. Augmentees will not come from the Contracting Center under review.

**CC-305 -- CJTSCC Program Coordinators/Functional Proponent Responsibilities.**

(a) Provide recommendations to the SEA on potential CJTSCC PMR program focus areas.

(b) If program is selected as a focus area (i.e. Vendor Vetting, FOO, CERP, Quality Assurance, etc) provide inspection question recommendations to the SEA.

(c) Augment the PMR team, if requested and mission permits, to evaluate the program requirement compliance using the established PMR program checklist.

(d) Provide guidance and expertise necessary to explain program requirements to the PMR team and SCO-A to promote continuity of operations.

**CC-306 -- Contracting Center Responsibilities.**

(a) Develop CAP based on PMR report results.

(b) Submit CAP, through the SCO-A, to SEA for review / comment.

(c) Schedule and present CAP to HCA.

(d) Track CAP open items and ensuring follow through of approved plan.

**Part 4 – Evaluation Standards and Rating Summaries**

**CC-400 - Evaluation Standards.**

**CJTSCC ACQUISITION INSTRUCTION (AI)**  
**APPENDIX CC – Army Procurement Management Review Program**  
**CJTSCC Supplement**

(a) Findings. Specific actions that do not comply with regulatory or statutory requirements or indicate a trend of actions that poses an unnecessary risk to efficient and effective operations. Once identified, findings noted in the PMR report will include a recommendation for correcting. Findings will be categorized as follows:

(1) Critical – violations of statutory law, fiscal law, etc. and issues that have a widespread impact.

(2) Major – deficiencies that could have a significant impact on CJTSCC. (c) Minor – deficiencies that are procedurally incorrect, but have only modest impact.

(b) Observation. Any issue that is not statutory or regulatory in nature. Evidence of positive / negative actions or trends – once identified, observations noted in the PMR report may include a recommendation for correcting the deficiency.

(c) Commendations / Best Practices. Outstanding procedures exhibited by the Contracting Center that exceed the standards and / or best practice.

**CC-401 - Assessment Criteria.**

(a) Deficiencies. Risk ratings are assigned at the question and category levels by the Army Single Face to Industry (ASFI) PMR system using the Risk Rating Matrix at enclosure 4. Deficiencies will be categorized as follows:

(1) Low Risk / Green. Successfully meets 90% of the inspection standards with no findings. *Normal operations*, the organization is at risk of receiving *only minor criticism* or experiencing only slightly adverse impact to contracting operations or customer mission requirements.

(2) Medium Risk / Amber. Successfully meets 75% of the inspection standards with no findings. The organization is at risk of receiving *moderately negative criticism* or experiencing moderately adverse impact to contracting operations or customer mission requirements. The Contracting Center will address PMR team recommendations and mitigate medium risks *immediately* upon receipt of the PMR report, unless the HCA grants a waiver or an extension.

(3) High Risk / Red. Achieved less than 75% of the inspection standards or a finding(s) is / are identified. The organization is at risk of receiving *severe criticism* or may suffer serious adverse impact to contracting operations or customer mission requirements. Recommendations will be addressed and high risks *mitigated immediately* unless a waiver or extension has been obtained from / granted by the HCA.

(b) Overall Risk Assessment. Once each question is evaluated as low, medium, or high risk – the ASFI PMR system automatically aggregates the results at the category level based on the weighting and risk assigned to each individual question. There are eleven categories as part of the PMR program; however, only categories that apply to the specific Contracting Center are applicable to their PMR. *When any category receives a category rating of “High Risk / Red,” then the overall PMR risk assessment will also be rated as “High.”*

(1) Management

**CJTSCC ACQUISITION INSTRUCTION (AI)**  
**APPENDIX CC – Army Procurement Management Review Program**  
**CJTSCC Supplement**

- (2) General Contracting
- (3) Commodities
- (4) Services
- (5) Construction
- (6) Contract Closeout
- (7) Quality Assurance / CORs
- (8) FOO (i) CERP
- (9) Terminations
- (10) Unauthorized Commitments (UACs)

**Part 5 -- Procedures**

**CC-500 – Scheduling.** The PMR team will conduct reviews at each of the CJTSCC subordinate activity a minimum of once every 12 months, with a preference of conducting a PMR every six months.

**CC-502 – Approach of Procurement Management Reviews.**

(a) PMR Team Composition. PMR team composition includes the following members, at a minimum: 1) PMR Team Lead; 2) Contract Specialist; 3) Quality Assurance; 4) Legal, as needed; and 5) Augmentee from another Contracting Center.

(b) PMR Timeline.

EVENT	SCHEDULE
Phase 0 - SCO-A Self-Inspection Program	As per SCO-A SIP SOP
Phase 1 - Notification of Review	30 calendar days before scheduled PMR
Phase 2 - Remote PCF Review	Scheduled PMR (7 to 10 calendar days)
Phase 2 - On-site Review	End of PCF Review + 1 calendar day
Phase 2 - PMR Leadership Debrief	Last day of PMR
Phase 3 - Initial Report	Last day of PMR + 14 calendar days
Phase 3 - CAP	Initial Report + 10 calendar days
Phase 3 - HCA CAP Approval Brief	CAP + 2 calendar days
Phase 3 - Final Report	HCA CAP Approval Brief + 4 calendar days
Phase 4 - CAP Follow-Up	No later than 60 calendar days after issuance Final Report

**CC-503 –Procurement Management Review Phases.**

The PMR Program will consist of five (5) phases: Phase 0 – SCO-A Self-Inspection Program; Phase 1 – PMR Preparation; Phase 2 – PMR Inspection; Phase 3 – PMR Reporting; and Phase 4 – PMR Follow-Up.

(a) PHASE 0 – SCO-A SELF-INSPECTION PROGRAM (SIP)

**CJTSCC ACQUISITION INSTRUCTION (AI)**  
**APPENDIX CC – Army Procurement Management Review Program**  
**CJTSCC Supplement**

The SCO-A SIP is addressed under the SCO-A Self-Inspection Program SOP. The SIP is an effective means of assessing mission performance and organizational effectiveness through internal review. Diligent completion of the checklists under the SIP helps identify the critical areas that need to be corrected to better accomplish the mission. Self-inspections are the Contracting Center's responsibility and are integral to ensuring the successful completion of the PMR Program.

**(b) PHASE 1 – PMR PREPARATION**

(1) Introduction. When preparing for a PMR, planning is indispensable to the success of the review. With proper preparation, the review team will know about the organization to be reviewed, its mission, workload, staffing, and known strengths and weaknesses before the review begins. This reduces the need for extensive on-site briefings, interviews, and study of internal and external directives or instructions. The adequacy of pre-PMR planning and preparation will be reflected during the PMR and in the quality of the Final Report. Planning should include the use of other reports, e.g., Department of Defense Inspector General (DoDIG), Army Audit Agency (AAA), Special Inspector General for Afghanistan Reconstruction (SIGAR), and previous PMR reports.

(2) Notification of Review. The PMR Team Lead will contact the Contracting Center Chief via e-mail at least 30 calendar days prior to the PMR using the sample provided in enclosure 1. No later than one (1) week prior to the on-site review, the Contracting Center Chief will be provided a copy of the PMR Rules of Engagement and the names of the PMR team members expected to participate in the PMR and if necessary the on-site review.

(3) Preparation for Review. If a contract file selected for review is maintained in hard copy, then the Contracting Center will stage it in a centralized area for the PMR Team's review.

**(c) PHASE 2 – PMR INSPECTION**. This section provides a structured approach to guide PMR team members during reviews. It is imperative that the members stay focused and meet the purposes of a PMR as outlined in Section 1. The PMR review will consist of three (3) components, the Remote PCF Review, On-Site Review, and the PMR Leadership Debrief.

(1) Remote PCF Review. As part of the PMR, the team will randomly validate the SIP results conducted under Phase 0 for the prior quarter. As part of the PCF review, the team will review an additional 50 randomly selected contracts using PCF.

(2) On-site Review. Upon arrival, the PMR Team Lead will provide an in-brief to the Contracting Center leadership using the template at enclosure 2. The length of time required to perform the on-site review will depend upon the size of the Contracting Center, the size of the review team, and the SCO-A and depth of reviews. During the On-site Review, the PMR Team will conduct the management interview, KO interview, and any other interviews deemed necessary.

(3) PMR Leadership Debrief. The PMR Team Lead will provide the HCA, SCO-A, and the Contracting Center Chief with a post PMR brief upon completion of the review using the template at enclosure 6. The HCA, SCO-A, and the Contracting Center Chief will be in attendance as well as Contracting Center Branch Chiefs / Key Staff, C-SPO, Policy, Quality Assurance, and Legal. This will ensure command resources can be leveraged, if necessary, for immediate training and staff assistance to support Contracting Center Chief with corrective action.

(4) Review Methods.

**CJTSCC ACQUISITION INSTRUCTION (AI)**  
**APPENDIX CC – Army Procurement Management Review Program**  
**CJTSCC Supplement**

a. Introduction. The purpose of the review is to provide on-site assistance and training and to assess the efficiency and effectiveness of the Contracting Center’s acquisition function. This is accomplished by reviewing local processes and procedures; studying organizational charts, strategic business plans, management control checklists; analyzing purchase card information and Acquisition Common Operating Picture (ACOP) / Army Contracting Business Intelligence System (ACBIS) data; and conducting interviews with appropriate personnel, e.g., contracting staff members, customers, policy, and legal.

b. Reference Materials. Material that may be utilized for the review should include: standard operating procedures, internal forms, contracts, purchase / delivery / task orders, blanket purchase agreements (BPAs), files, peer / legal reviews, exceptions to policy under which the organization is operating, and management information system data, such as workload data. The material selected for review, the amount of material, and the adequacy of the Contracting Center’s documentation will largely determine the effectiveness of the team.

c. Interviews. Interviews with contracting and other personnel should be used to expand upon findings, determine rationale for actions, or pursue leads noted during the review of selected written material. Interviews provide an excellent forum for team members to better understand the Contracting Center’s management philosophy and its overall approach to acquisition and day-to-day operations at the contracting officer’s level. Interviews also allow PMR team members to discuss deficiencies and present ideas for enhancing local operations. Finally, interviews allow team members to discuss issues deemed “significant findings” to ensure that all facts and rationale for actions are considered before a finding is incorporated into the draft report.

d. Checklists. While adequate samples of contracting procedures, procurement actions and personal interviews should enable each team member to identify significant trends and operational strengths and / or weaknesses within the Contracting Center’s operations, more targeted file reviews and interviews may be required to determine the significance of the finding. The sample PMR Toolkits, enclosure 5, will be used to assist PMR team members with reviewing files and determining whether the procurement organization is technically compliant and managing key procurement processes. The checklist contains events and procedures in a logical sequence covering the entire acquisition process from acquisition planning and purchase request initiation to contract administration and closeout. The checklist promotes consistent analysis and provides systematic means of organizing the file review process. Results of each file review will be recorded in the electronic format prescribed in enclosure 3, ASFI PMR Instructional Guide.

e. Distinguishing Between Observations and Findings.

i. It is essential that all PMR team members understand the difference between an “Observation” and a “Finding.” After participating in several PMRs, most members will become proficient at making this distinction.

ii. Many process improvements, inefficient operations, and one-time technical non-compliances will be noted during the review that do not warrant being written up as a finding, yet should be corrected. The PMR team members will treat these occurrences as “Observations” and document them in the “comments” of the ASFI PMR module.

**CJTSCC ACQUISITION INSTRUCTION (AI)**  
**APPENDIX CC – Army Procurement Management Review Program**  
**CJTSCC Supplement**

iii. Occasionally, the Team Lead may determine that it is necessary to address in the PMR Report Observations that exhibit the potential to become findings. The PMR team member noting such observation, or the Team Leader, should provide on-site assistance and training to the contracting professional responsible for each of these actions.

iv. Findings are significant or material deficiencies in terms of impact and sometimes occurrence. Particular attention should be paid to “Repeat Findings.”

v. When a trend is noted and the deficiency is sufficient to warrant documenting a Finding, it shall be documented in the ASFI PMR Module.

vi. The Team Leader or PMR team member will label a one-time or isolated occurrence, as a Finding when necessary. This occurs when the event or observation is so significant that it could have an adverse impact on the overall operation of the procurement organization. Examples include exceeding certified funding levels; exceeding the contracting officer’s warrant authority; and failure to follow ratification procedures for an unauthorized commitment.

(5) Examining Files.

a. PMR team members are likely to examine a variety of files during a review. For example, in addition to contract and purchase orders, members will review BPAs, SOPs, Contracting Officer appointment, internal management controls, as well as an various other types of administrative files. In all cases, team members must determine whether the processes, procedures, and decisions documented in the files indicate that the procurement organization is following sound procurement and business practices and complying with FAR, DFARS, Army AFARS, DoD guidance, CJTSCC AI, fiscal law, and local procedures.

b. Files / contract actions should typically be limited to those awarded since the last review.

c. Reviewers will examine files in a systematic manner. A summary of each file reviewed will be logged in the ASFI PMR Module. This practice will aid the reviewer in determining when sufficient occurrences have been noted to indicate a trend.

d. The PMR team will retain all files and contract actions until returned to the organization. Files will be returned in the same condition they were in when they were provided to the PMR team.

(6) Conducting Interviews. Interviews with key personnel should be part of the On-site Review. The objective of each interview is to support the overall appraisal of the quality, effectiveness, and efficiency of procurement operations at the Contracting Center. The Team Leader may choose to accompany team members when they conduct face-to-face discussions with senior managers within the procurement organization. Sample interview questionnaires are provided at enclosure 5.

(7) Improving Interviews. Interviews can be substantially improved by keeping the following principles in mind:

a. Be clear, concise, courteous, constructive, and professional throughout the interview.

b. Begin each interview by providing background information regarding the purpose of the interview.

**CJTSCC ACQUISITION INSTRUCTION (AI)**  
**APPENDIX CC – Army Procurement Management Review Program**  
**CJTSCC Supplement**

c. Provide a clear explanation of the purpose of the PMR, i.e., improve efficiency and effectiveness, and enhance employee development through quality training and job experience.

d. Inform the individual being interviewed that the source of the information provided will not be disclosed as part of the Final Report. (Explain that the notes taken by the interviewer are to keep facts straight, not identify the source.) effort.

e. Ask the individual to provide any information that would help the PMR

f. Ask open-ended questions. (i.e. Who, what, when, where and how questions.)

g. Keep the interview on track, and moving toward accomplishing the defined objective.

h. Allow enough flexibility throughout the interview to enable the interviewee to provide additional leads and / or identify other deficiencies.

i. End the interview with a restatement of facts presented. Thank the interviewee for his / her time and assistance.

(8) Time Management. The most prevalent challenge for PMR team members is determining when to terminate each file review, write it up and move on to the next action. As a result, far too much time is spent on the first few actions reviewed and too little time on the remaining areas. Less experienced reviewers should seek the advice of the Team Leader or other experienced team members when identifying deficiencies during their first few reviews to determine when to prepare write-ups and when to move on to the next action. After participating in several PMRs, most members will overcome this challenge and become adept at determining how to identify both Findings and Observations and determining when it is appropriate to conclude their review and move on to the next action.

(9) Providing Assistance and Training. One of the primary objectives of the PMR is to assist the Contracting Center with improving the operational efficiency and effectiveness of their organization. The PMR Team, SCO-A, and/or Policy will coordinate and conduct training as required at the Contracting Center.

(10) Preparing Findings.

a. Reviewers should prepare Findings as soon as a significant deficiency or undesirable trend is noted and confirmed through an interview or file review.

b. Each Finding will consist of three parts: a succinct statement of the Finding (i.e., problem or deficiency); the extent of the problem and all the pertinent details and circumstances regarding the Finding; and a recommendation.

c. Repeat Findings from the last PMR should be clearly noted.

**CJTSCC ACQUISITION INSTRUCTION (AI)**  
**APPENDIX CC – Army Procurement Management Review Program**  
**CJTSCC Supplement**

d. Each recommendation should tell the Contracting Center Chief what actions should be taken to correct each deficiency. Reviewers should proofread their write-ups and ensure that their notes sufficiently back up their Findings.

(d) Phase 3 – Procurement Management Review Reporting.

(1) Introduction. The PMR Team Leader is responsible for ensuring the PMR Report is released within 30 calendar days after completion of the on-site review. Issuing the report in a timely fashion enables the Contracting Center to initiate needed corrective action immediately. Further, the specific details associated with the Findings are still fresh thereby facilitating the expedient resolution of any unresolved issues between the PMR team and the Contracting Center. The report will convey findings and observations to the Contracting Center Chief, SCO-A, and HCA, which in the cumulative, provide an overall assessment of the health of the Contracting Center and CJTSCC. Because of the on-site staff assistance and training, the PMR Report will not address minor or inconsequential problems.

(2) Reports. The report will convey findings, observations and commendations / best practices to the HCA and SCO-A, which in the cumulative will provide an overall assessment of the health of the Contracting Center. The final report will focus on the most significant findings. The reporting schedule is as follows:

(a) Daily Out Briefs. The SEA/PMR Team will conduct a daily out brief with the Contracting Center, the Deputy SCO-A, and the SCO-A to discuss preliminary findings, observations, and best practices / commendations during the on-site portion of the PMR review.

(i) Functional proponents (i.e. policy, legal, COR, etc.) may be included to clarify policy and procedural questions, if required.

(i) SEA will provide the preliminary AD HOC High Risk Contract Report prior to each out brief. A sample excerpt of the report is provided at enclosure 10. The preliminary report provides supporting information for the preliminary observation(s) and/or finding(s) to be discussed during the out brief. While this is preliminary information, it does provide the Contracting Center Chief an opportunity to conduct internal assessments and provide any additional supporting documentation to facilitate the SEA/PMR Team Leads validation process. The Contracting Center Chief should coordinate with their designated Contracting Center SIP manager and/or the PMR Team Member to validate any specific file review questions.

(b) Preliminary Findings and Observations. Upon completion of the review and prior to departure, the PMR Team Lead will provide the Contracting Center a preliminary draft copy of all PMR findings. The draft will identify findings, observations, and strengths. The Contracting Center Chief should utilize the preliminary draft, in conjunction with the final AD HOC High Risk Contract Report, to conduct an internal review of the findings and observations with their flight/branch chiefs and their SIP manager. The Contracting Center Chief shall identify any validation concerns to the SEA, with a copy to the SCO-A, within three (3) days of receiving the preliminary PMR findings. While the SIP manager has the ability to provide details on the reviewer notes from the automated system, the SIP managers are not authorized to make any changes to the information contained in the system.

**CJTSCC ACQUISITION INSTRUCTION (AI)**  
**APPENDIX CC – Army Procurement Management Review Program**  
**CJTSCC Supplement**

(c) Initial Report. The PMR Team Lead will publish an initial report no later than 14 calendar days after the PMR Leadership Debrief. A copy will be sent to the HCA, SCO-A, and Contracting Center Chief.

(d) Corrective Action Plan (CAP). The Contracting Center Chief shall review the initial report and within 10 calendar days of receipt, use the root cause analysis chart at enclosure 8, and submit a CAP to the SEA in the sample format identified in enclosure 9. For tracking purposes, all findings must have a corrective action completion date. The corrective action completion date should normally be no longer than 60 calendar days from date of Final Report. However in the event additional time is required, the Contracting Center Chief may request an exception to policy from the SEA. The CAPs will address how the actions will have an enduring corrective impact. The Contracting Center Chief will also submit a CAP decision brief for presentation to the HCA at the same time as the CAP.

(e) HCA CAP Approval Brief. Within two (2) calendar days of submission of the Contracting Center CAP, Contracting Center Chiefs will present a CAP decision brief to the HCA, SCO-A, and SEA. The HCA will either approve or disapprove the Contracting Center's CAP.

(f) Final Report. No later than four (4) calendar days after approval of the CAP, the SEA will issue the Final Report, which will include the approved CAP and milestones.

(3) Format for Report. Enclosure 7, PMR Report Format, serves as an outline for writing the report, and provides a basis for maintaining uniformity and consistency among reviews of the Contracting Centers. Additional information may be added to address the differences in each Contracting Center's mission, organization, and methods of contracting. However, at a minimum, each PMR report must adhere to the PMR Report Format.

(4) Coordination and Approvals. The Team Leader should provide team members with an opportunity to review and comment on the draft PMR Report.

(5) Management Milestones. The PMR Team Leader is responsible for management of the milestones for all aspects of the PMR process, including coordinating the issuance of the report by the SEA and responding to questions and concerns that arise as a result of the report. **The final PMR Report will be issued within 30 calendar days after completion of the On-site Review.** If an extension is granted, the PMR Team Leader will provide the reviewed Contracting Center with a revised release date.

(6) Report Distribution. The Director, SEA will issue each report to the Contracting Center Chief, with a courtesy copy provided to the HCA, SCO-A, C- SPO, and J3. A sample transmittal is provided at enclosure 7. A copy of all PMR reports will be saved on the Audits and Oversight SharePoint page and on the CJSCC K: drive.

**Part 6 – Proponent**

**CC-600** - The CJTSCC Audits and Oversight office is the functional proponent for this SOP. Questions, concerns, and recommendations for improvement should be submitted to the Audits and Oversight office at [centcom.as-sayliyah.c-jtsc.mbx.c-jtsc-audits-and-oversights@mail.mil](mailto:centcom.as-sayliyah.c-jtsc.mbx.c-jtsc-audits-and-oversights@mail.mil).

**CJTSCC ACQUISITION INSTRUCTION (AI)**  
**APPENDIX CC – Army Procurement Management Review Program**  
**CJTSCC Supplement**

**Part 7 – References and Samples**

**CC-700 References**

- a. Federal Acquisition Regulation (FAR)
- b. Defense Federal Acquisition Regulation Supplement (DFARS)
- c. Army Federal Acquisition Regulation Supplement (AFARS) Appendix CC, Army Procurement Management Review Program
- d. CJTSCC Acquisition Policy Memorandum (APM) #14-12, Procurement Management Reviews (PMR)
- e. CJTSCC AI Subpart 1.304-120 Agency Control and Compliance Procedures
- f. CJTSCC SOP #14-04 Self-Inspection Program, as revised

**CC-701 Enclosures**

- a. Enclosure 1 – Sample E-mail Notification of Review
- b. Enclosure 2 – Sample In-Brief
- c. Enclosure 3a – ASFI PMR Instructional Guide dated 11 Apr 14
- d. Enclosure 3b – Sample ASFI PMR Question Matrix
- e. Enclosure 4 – Risk Definitions – Ratings Matrix
- f. Enclosure 5 – Sample PMR Toolkits
- g. Enclosure 6 – Sample Leadership Debrief
- h. Enclosure 7 – Sample PMR Report Format
- i. Enclosure 8 – Root Cause Analysis Model
- j. Enclosure 9 – Sample CAP Summary of Results
- k. Enclosure 10 – Sample AD HOC High Risk Contract Report

Note: Enclosures provided above are sample documents. Refer to the CJTSCC A&O SharePoint portal at [https://3rdarmy.arcent.army.mil/subordinate\\_units/cjtsc/auditsandoversight/PMR/SitePages/PMR\\_Shared\\_Files\(CJTSCCOnly\).aspx](https://3rdarmy.arcent.army.mil/subordinate_units/cjtsc/auditsandoversight/PMR/SitePages/PMR_Shared_Files(CJTSCCOnly).aspx) for the most current version.