

Contract



**ASSIGN
BUSTER**

CON 234 EXAM REVIEW ETHICS 1. The amount of gift that can be accepted from a prohibited source per year \$50 2. Three most common fraud offenses ??“ Briberies, gratuities, and kickbacks 3. When confronted with sex trafficking issues, what is the first thing CCO should do Report up through chain of command and to legal 4. What is the first thing you do if you receive a gift Try to return it immediately; if unsuccessful, contact Legal 5. How many tenets of Government service are there 14 AUTHORITIES AND STRUCTURE 1.

The person who warrants the CCO is the SCO or PARC (Senior Contracting Official or Principal Assistant Responsible for Contracting) 2. This person acquires supplies and services for the war fighter ??“ CCO 3. This person establishes policies and procedures for developing, reviewing, and managing the contingency contracting process to include administration plans ??“ SCO/PARC 4. Who appoints the SCO/PARC ??“ Head of Contracting Agency (HCA) 5. This command is stood-up for large scale CONUS deployments ??“ Joint Theatre Contracting Command CONTINGENCY FUNDING 1. This rule provides that a fiscal year (FY) appropriations only be obligated to meet a genuine need arising in or sometimes before the FY for which the appropriation was made ??“ Bona Fide Need Rule 2.

Construction contracts obligated and awarded late in a FY must have a performance start within 90 days of award 3. Funds used for the day to day expenses incurred during training exercises, deployments, and operating and maintaining installations ??“ O&M Funds 4. The two required elements of a Purchase Request (PR): a. Clear description b. Certified funds 5. The contracting phase is characterized by a reception and bed down of the main

body of deploying forces – PHASE II ??" Joint Reception, Staging, Onward Movement, and Integration (JRSOI) PLANNING AND GUIDANCE 1.

This type of contracting environment is characterized by little to no infrastructure ??" Immature Environment . HINT ??" need to also know definition of mature environment 2. Three basic Financial constraints ??" Time, Purpose, and Amount 3. This document is an integral part of the contingency and crisis action planning process and should included in the Contracting Annex ??" CSIP (Contracting Support Integration Plan) 4. Besides contracting authority papers, the most important document the CCO should take on deployment is his/her passport.

NOTE: also take civilian clothes. KO??™s are NOT provided blank checks 5.

One role of this agency is to provide Contract Administration for the delegated LOGCAP ??" DCMA CONTRACTING PROCESSES 1. A special form of written approval by an authorized official that is required by statute or regulation as a prerequisite to taking certain contract actions is a Determination and Findings (D&F) 2. The micro-purchase threshold for a declared contingency OCONUS \$30, 000 3.

External support contract for logistics ??" LOGCAP (know definition) 4. A simplified method of filling anticipated repetitive needs for supplies or services by establishing ??? charge accounts??? with qualified sources of supply ??" Blanket Purchase Agreements (BPA) 5. What are the exceptions to Other than Full and Open Competition (total of 7) a. Only one responsible source b.

Unusual and compelling urgency c. Industrial mobilization d. International Agreement e. Authorized by Law f. National Security g. Public Interest

CONTRACT ADMINISTRATION 1. Qualified individuals appointed and trained by the CCO to assist in the technical monitoring or administration of a contract ??“ COR (Contracting Officer??™s Representative) 2. A unilateral change signed by the KO directing the contractor to make changes under the various changes clauses is a Change Order 3.

The only person authorized to make changes to a contract is the Contracting Officer 4. Three documents needed for closeout: a. Final Invoice b. Receiving Report c. Release of Claims d. NOTE ??“ always need to complete the 1594 Completion Form!! 5. In addition to the essential paperwork required in a contract, all contract documentation shall address these two things: e. Rationale for the action taken f.

Provide a clear audit trail

PROTESTS AND APPEALS 1. Protest ??“ a written objection by an interested party 2. When protests are file through the GAO, the Agency has 30 days to respond to the GAO. The GAO has 100 days to respond to the protest. 3. To be timely, an offeror has to protest within these limitations: a. 5 days after the debriefing date b. 10 days after contract award 4.

Essential elements of the Alternative Disputes Resolution (ADR) process are: c. Existence of an issue in controversy d. A voluntary election by both parties to participate in the ADR process e. An agreement on alternative procedures and terms f.

Both parties have the desire and authority to settle 5. What is the CCO supposed to do within the first 24 hours of receiving a protest ??” g. Transmit a copy of the protest to the Legal Office h.

Confirm the identity of the attorney assigned to work the protest i. Discuss allegations with the attorney and the impact on mission if a delayed award is triggered by a protest j. Discuss with the attorney if the HCA authorizes contract performance k. Identify key persons who are knowledgeable about the protest

SITUATIONAL AWARENESS 1. Most business conducted overseas is by negotiation 2. OPSEC (Operational Security) - The process of identifying critical information and subsequently analyzing friendly actions attendant to military operations and other activities 3. The CCO can enter into contracts with foreign governments under these situations: NEVER 4.

Three reasons why local contractors (overseas) may require immediate payment: a. Local business practices b. Less than stable environment c. They lack the knowledge of DoD procedures 5. Five factors that help determine fair and reasonable prices overseas a.

Availability of supply b. Feasibility of procurement c. Urgency of Need d. Consideration of local market e. DISASTER RESPONSE 1. FEMA ??” is the lead federal agency responsible for coordinating contracting support for domestic emergency operations 2.

The micro-purchase threshold for a declared contingency CONUS – \$15, 000 3. The framework that defines the key principles on how we respond to domestic emergencies is the National Response Framework (NRF) 4. What part of the FAR deals with Acquisition & Emergency flexibilities FAR Part 18

5. This act requires preference be given to state & local governments during disasters ??“ Stafford Act POTPOURRI 1. What if the limitation on a single gift per occasion \$20 2.

The four factors considered when warranting a contracting officer are: a. Experience b. Knowledge c. Training d. Education 3. The Government document that summarizes the negotiation process and serves as a record for determining the price to be fair and reasonable is the Price Negotiation Memorandum (PNM) 4.

Willful violation of this act includes a \$5, 000 penalty and imprisonment ??“ Anti-Deficiency Act 5. The first person a CCO contacts upon receipt of a protest is Legal 6. This statute provides that agencies shall apply appropriations only to the objects for which the appropriations were made, except as otherwise provided by law – PURPOSE 7. For actions under \$30, 000, the CCO needs to establish price reasonableness 8. For actions over \$30, 000, the CCO needs to establish competition to the maximum extent practicable 9. The Joint Contracting Command Staff function that requires contracting experience ??“ J2/3/5 10.

The annual financial disclosure document that the CCO must file with legal advisor is the OGE450 11. The US government system of record for contractor personnel accountability and visibility is the Synchronized Predeployment Operational Tracker (SPOT) 12. The type of authority that includes the authority and responsibility for effectively using available resources and for planning the employment of, organizing, directing, coordinating and controlling military forces for the accomplishment of

assigned missions ??“ Command Authority 13. Two reasons that commercial items under FAR Part 12 can be terminated e. Termination for Convenience f. Termination for Cause 14. Construction Projects would be terminated by default if contractor does not perform 15.

The size and duration that LOGCAP can support ANY size or duration 16. This document defines requirements in terms of desired results – Performance Work Statements (PWS) 17. Absence of direction should be interpreted as permitting innovation and use of sound business judgment 18. Who, in the requirements activity would be most likely to change a contract based on apparent authority The COR