SBA

Acquisition Standard

Office of Chief Financial Officer

Effective Date: June 13, 2013
Effective Date: June 13, 2013
INTRODUCTION
1. **Purpose.** To establish guidelines and procedures for executing SBA Acquisitions.

2. **Personnel Concerned.** All SBA employees.

3. **Directives Canceled.** The updated chapters in SOP 00 11 2 replace all of the prior version SOP 00 11 1H chapters EXCEPT for Chapter 13: SBA Grants and Cooperative Agreements.

   Cancelled Directives from SOP 00 11 1H:
   - Chapters 1-12,
   - Chapters 14-16
   - All prior Appendices

   Insert SOP 00 11 2:
   - Chapters 1-13
   - All updated Appendices

4. **Originator.** Office of the Chief Financial Officer

---

**AUTHORIZED BY:**
Jonathan Carver,
Chief Financial Officer and Associate Administrator for Performance Management

**EFFECTIVE DATE**
June 13, 2013

---

**PAGE**
1

---

Effective Date: June 13, 2013
Regulatory requirements for the acquisition process are set forth in the Federal Acquisition Regulation (FAR). FAR 1.301 provides for the issuance of additional internal agency guidance, including designations and delegations of authority, assignments of responsibilities, work-flow procedures, and internal reporting requirements. The SBA Acquisition Standard Operating Procedures serves this purpose by identifying relevant internal standard operating procedures to be followed by both procurement and program personnel who are involved in various aspects of the acquisition process.

The Acquisition Standard Operating Procedures consists of chapters that correspond to the FAR Parts.

NOTE: “Chief Acquisition Officer” as used in the SOP refers to the Chief Financial Officer. Head of the Contracting Activity” as used in the SOP refers to the Director, Acquisition Division.
The SOP will be issued and maintained by the Office of the Chief Financial Officer and will be amended to add material or to revise existing material as necessary.
# Table of Contents

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Chapter 1</strong></td>
<td></td>
</tr>
<tr>
<td>Contracting Authority and Responsibilities and Career Development</td>
<td>1</td>
</tr>
<tr>
<td>1. Entering/Signing Contracts</td>
<td>1</td>
</tr>
<tr>
<td>2. Contracting Officer Authority and Delegation</td>
<td>1</td>
</tr>
<tr>
<td>3. CAO Role and Responsibilities at the SBA</td>
<td>1</td>
</tr>
<tr>
<td>4. SPE Role and Responsibilities at the SBA</td>
<td>2</td>
</tr>
<tr>
<td>5. Unauthorized Commitment</td>
<td>3</td>
</tr>
<tr>
<td>6. Federal Acquisition Certification—Contracting</td>
<td>5</td>
</tr>
<tr>
<td>7. Warrant Management</td>
<td>5</td>
</tr>
<tr>
<td>8. FAC-COR Program</td>
<td>5</td>
</tr>
<tr>
<td>9. Individual Development Plans</td>
<td>5</td>
</tr>
<tr>
<td><strong>Chapter 2</strong></td>
<td>7</td>
</tr>
<tr>
<td>Improper Business Practices and Personal Conflicts of Interest</td>
<td>7</td>
</tr>
<tr>
<td>1. Standards of Conduct</td>
<td>7</td>
</tr>
<tr>
<td>2. Procurement Integrity and Ethics</td>
<td>7</td>
</tr>
<tr>
<td>3. Contractor Gratuities</td>
<td>7</td>
</tr>
<tr>
<td>4. Disclosing Source Selection Information</td>
<td>8</td>
</tr>
<tr>
<td>5. Improper Business Practices</td>
<td>9</td>
</tr>
<tr>
<td><strong>Chapter 3</strong></td>
<td>12</td>
</tr>
<tr>
<td>Administrative Matters</td>
<td>12</td>
</tr>
<tr>
<td>1. Contract Reporting</td>
<td>12</td>
</tr>
<tr>
<td>2. System for Award Management (CCR/FedReg, ORCA, and EPLS)</td>
<td>12</td>
</tr>
<tr>
<td>3. SBA Personal Identity Verification Procedures</td>
<td>12</td>
</tr>
<tr>
<td>4. Recording and Maintaining Contractor Performance Information</td>
<td>13</td>
</tr>
<tr>
<td>5. Contract Files</td>
<td>14</td>
</tr>
<tr>
<td>6. Public Release of Information</td>
<td>14</td>
</tr>
<tr>
<td><strong>Chapter 4</strong></td>
<td>16</td>
</tr>
<tr>
<td>Publicizing Contract Actions</td>
<td>16</td>
</tr>
<tr>
<td>1. Posting Requirement</td>
<td>16</td>
</tr>
<tr>
<td>2. Sources Sought Notices</td>
<td>16</td>
</tr>
<tr>
<td><strong>Chapter 5</strong></td>
<td>18</td>
</tr>
<tr>
<td>Competition Requirements</td>
<td>18</td>
</tr>
<tr>
<td>1. Justification for Other Than Full and Open Competition</td>
<td>18</td>
</tr>
<tr>
<td>2. Approving Authority</td>
<td>18</td>
</tr>
<tr>
<td>3. Synopsizing Proposed Non-Competitive Contract Actions</td>
<td>18</td>
</tr>
<tr>
<td>4. Documenting Justifications</td>
<td>19</td>
</tr>
<tr>
<td><strong>Chapter 6</strong></td>
<td>20</td>
</tr>
<tr>
<td>Acquisition Planning</td>
<td>20</td>
</tr>
<tr>
<td>1. Advanced Acquisition Strategy</td>
<td>20</td>
</tr>
</tbody>
</table>

Effective Date: June 13, 2013
2. Individual Acquisition Plans .................................................................................................................. 20
3. Standard Form 2 .................................................................................................................................. 22

Chapter 7 .............................................................................................................................................. 26

Required Sources of Supplies and Services .......................................................................................... 26
1. Ordering Procedures and Documentation ............................................................................................. 26
2. Streamlined Procedures for MAS Program Buys ................................................................................ 26
3. Brief Explanation vs. Debriefing ........................................................................................................... 27

Chapter 8 .............................................................................................................................................. 28

Contractor Qualifications ........................................................................................................................ 28
1. Small Business ..................................................................................................................................... 27

2. Initial Awards ..................................................................................................................................... 28
2. Exercising an Option Year .................................................................................................................... 28
3. Awarding Task Orders/Delivery Orders and all other actions in Excess of $25,000 ................. 29

Chapter 9 .............................................................................................................................................. 33

Simplified Acquisition Procedures ......................................................................................................... 33

Chapter 10 ............................................................................................................................................ 35

Contracting By Negotiation ..................................................................................................................... 35
1. Contracting Officer Role and Role of General Counsel ................................................................... 35
2. Scoring Methodologies ....................................................................................................................... 35
3. Evaluation Process ............................................................................................................................. 36
4. Debriefings ...................................................................................................................................... 37

Chapter 11 ............................................................................................................................................ 39

Small Business Programs ....................................................................................................................... 39
1. Small Business Goals ......................................................................................................................... 39
2. Contract Bundling and Consolidation .................................................................................................. 39
3. Actions Under the SAT ....................................................................................................................... 41
4. Actions Above the SAT ...................................................................................................................... 41
5. Subcontracting Plan Review ............................................................................................................. 42
6. Small Business Set Asides .................................................................................................................. 42
7. Limitations on Subcontracting (LOS) ............................................................................................... 42
8. Nonmanufacturer Rule ........................................................................................................................ 43

Chapter 12 ............................................................................................................................................ 46

Protests, Disputes, and Appeals .............................................................................................................. 47
1. Protests ............................................................................................................................................... 47
2. Disputes and Appeals .......................................................................................................................... 48

Chapter 13 ............................................................................................................................................ 49

Contract Administration ......................................................................................................................... 49
1. Post Award Conferences ..................................................................................................................... 49
2. COR Selection and Appointment ........................................................................................................ 49
3. Subcontracting ................................................................................................................................. 50

Effective Date: June 13, 2013
4. Termination Procedures ........................................................................................................... 50
5. Contract Closeout .................................................................................................................. 51

Appendix Forms .......................................................................................................................... 50
A-1 Memorandum to Client with Instructions for Requesting Ratifications ......................... 52
A-2 Report Recommending Approval of Ratification Action ................................................... 54
A-3 Security Requirements – Local Clause .............................................................................. 59
A-4 SBA File Folder Services Purchase Orders and Task Orders up to SAT ......................... 69
A-5 SBA File Folder Negotiated Acquisitions .......................................................................... 72
A-6 SBA File Folder Supplies Purchase Orders and Delivery Orders .................................... 74
A-7 Justification for Other than Full and Open Competition .................................................. 76
A-8 SBA Form 2255 .................................................................................................................... 80
A-9 Suitability for Contractor Performance Form .................................................................... 84
A-10 Acquisition Plan Non Complex Acquisitions ................................................................. 86
A-11 Acquisition Plan Formal .................................................................................................. 89
A-12 SBA Form 2 ....................................................................................................................... 95
A-13 Market Research Form .................................................................................................... 97
A-14 IGCE Form ....................................................................................................................... 99
A-15 8(a) Offer Letter .............................................................................................................. 101
A-16 Small Business Review Record ....................................................................................... 111
A-17 Appointment as Contracting Officer’s Representative Delegation Letter ................. 113

SBA SOP Chapters and Corresponding FAR Parts

<table>
<thead>
<tr>
<th>SBA SOP Chapter</th>
<th>Corresponding FAR Part</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chapter 1</td>
<td>FAR Part 1</td>
</tr>
<tr>
<td>Chapter 2</td>
<td>FAR Part 3</td>
</tr>
<tr>
<td>Chapter 3</td>
<td>FAR Part 4</td>
</tr>
<tr>
<td>Chapter 4</td>
<td>FAR Part 5</td>
</tr>
<tr>
<td>Chapter 5</td>
<td>FAR Part 6</td>
</tr>
<tr>
<td>Chapter 6</td>
<td>FAR Part 7</td>
</tr>
<tr>
<td>Chapter 7</td>
<td>FAR Part 8</td>
</tr>
<tr>
<td>Chapter 8</td>
<td>FAR Part 9</td>
</tr>
<tr>
<td>Chapter 9</td>
<td>FAR Part 13</td>
</tr>
<tr>
<td>Chapter 10</td>
<td>FAR Part 15</td>
</tr>
<tr>
<td>Chapter 11</td>
<td>FAR Part 19</td>
</tr>
<tr>
<td>Chapter 12</td>
<td>FAR Part 33</td>
</tr>
<tr>
<td>Chapter 13</td>
<td>FAR Part 42</td>
</tr>
</tbody>
</table>

Effective Date: June 13, 2013
Chapter 1 (FAR Part 1)

Contracting Authority and Responsibilities and Career Development

1. **Entering/Signing Contracts.**

Only contracting officers (COs) who have been delegated warrant authority in accordance with this policy may enter into and sign contract actions, including modifications, on behalf of the Government.

2. **Contracting Officer Authority and Delegation.**

CO authority and responsibilities are outlined in FAR Part 1.6. COs may delegate some of their authority to an appointed representative(s) such as a Contracting Officer Representative (COR). Any delegation of responsibility must be in writing to specified individuals (by name, not position) and clearly enumerate the delegated responsibilities and any limitations. A sample copy of a COR Designation letter can found at A-17 of this SOP. The COR does not have the authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract or order.

3. **CAO Role and Responsibilities at the SBA.**

SBA’s Chief Acquisition Officer (CAO) is responsible for the following:

   a. The primary duty of a CAO is acquisition management. A CAO shall advise and assist the head of the executive agency and other agency officials to ensure that the mission of the executive agency is achieved through the management of the agency’s acquisition activities.

   b. The CAO is also responsible for:

   (1) monitoring the performance of acquisition activities and acquisition programs of the executive agency, evaluating the performance of those programs on the basis of applicable performance measurements, and advising the head of the executive agency regarding the appropriate business strategy to achieve the mission of the executive agency;

   (2) enforcing, to the fullest extent possible, the SBA’s default policy of awarding SBA contracts and orders to small businesses so that the SBA fulfills its mission of advancing the interests of small business concerns;
(3) increasing the use of full and open competition in the acquisition of property and services by the executive agency by establishing policies, procedures, and practices that ensure that the executive agency receives a sufficient number of sealed bids or competitive proposals from responsible sources to fulfill the Federal Government’s requirements (including performance and delivery schedules) at the lowest cost or best value considering the nature of the property or service procured;

(4) increasing appropriate use of performance-based contracting and performance specifications where appropriate;

(5) making acquisition decisions consistent with all applicable laws and establishing clear lines of authority, accountability, and responsibility for acquisition decision-making within the executive agency;

(6) managing the direction of acquisition policy for the executive agency, including implementation of the unique acquisition policies, regulations, and standards of the executive agency;

(7) developing and maintaining an acquisition career management program in the executive agency to ensure that there is an adequate professional workforce; and as part of the strategic planning and performance evaluation process—

- assessing the requirements established for agency personnel regarding knowledge and skill in acquisition resources management and the adequacy of those requirements for facilitating the achievement of the performance goals established for acquisition management;
- developing strategies and specific plans for hiring, training, and professional development to rectify a deficiency in meeting those requirements; and
- reporting to the head of the executive agency on the progress made in improving acquisition management capabilities.

4. **SPE Role and Responsibilities at the SBA.**

a. SBA’s Senior Procurement Executive (SPE) is responsible for the following:

   (1) Managing the direction of the procurement system of the SBA;

   (2) Establishing an acquisitions process consistent with applicable laws and policy;

Effective Date: June 13, 2013
(3) Conducting reviews of the Contracting Officer’s performance of duties;
(4) Developing cost-effective approaches for the SBA’s contracting activities;
(5) Monitoring acquisition activities relating to agency small business goaling;
(6) Coordinating with the SBA’s CAO to implement new acquisition initiatives as set forth by OFPP;
(7) Managing strategic sourcing initiatives to ensure that the agency is “buying smarter”;
(8) Implementing any other procurement policies, regulations, and standards of conduct specific to the SBA’s Acquisition Division.

5. Unauthorized Commitment.

Personnel who do not have authority to commit the Government must not make any statements that could be interpreted by a vendor as a commitment to either commence work or to provide services/supplies. Payment cannot be made unless a CO has ordered the item(s) as a result of an awarded contract or an authorized Government Purchase Card cardholder is acting within her or his delegation of authority. Unauthorized commitments may sometimes be rectified through a process known as “ratification.” Ratification is a legal and regulatory process that makes the unauthorized commitment legal within the constraints of fiscal policy. The outcome of the ratification process is a contract that legally binds the Government. If SBA does not ratify the contract, the employee causing the unauthorized commitment may be liable to the vendor for the full amount of that commitment. Employees causing unauthorized commitments are also subject to disciplinary action irrespective of whether SBA elects to ratify the commitment. If an unauthorized commitment occurs the following action is required.

a. Contractor Actions and Documentation. The contractor must submit an invoice to the CO for the unauthorized work and include documentation that describes:

(1) What work was performed;
(2) Why the work was performed;
(3) Where the work was performed;
(4) When the contractor was instructed to do the work; and,
(5) Who instructed the contractor to do the work and in what form the instructions were given (verbal or written), including a copy of any written authorization.

—If the contractor cannot name the SBA individual(s) or representative(s) who authorized the work, the ratification request will be rejected. Ratification procedures will not be used when a contractor performs without implicit or explicit direction from SBA. In these cases, the contractor may file a claim under FAR Subpart 33.2, Disputes and Appeals.

—If an SBA employee directed the work, the CO will evaluate the contractor’s submission to determine if it provides a legitimate basis for payment.

b. Memorandum to Client with Instructions for Requesting Ratifications. The CO will provide the program office that directed the work with a Memorandum to Client with Instructions for Requesting Ratifications (Appendix A-1).

c. Program Office Actions. The program office will submit a signed statement to the CO that includes all information described in the Memorandum to Client with Instructions for Requesting Ratifications.

d. CO Actions. Upon receipt of the contractor’s and program office’s documentation regarding the unauthorized commitment, the CO will prepare a written recommendation report, Report Recommending Approval of Ratification Action, (Appendix A-2) documenting the findings and providing a recommendation to the Senior Procurement Executive (SPE) to either approve or deny the ratification action. The CO will submit the report to SBA’s Office of General Counsel (OGC) for review. When the CO recommends approval, the recommendation report must affirm that the goods and services are acceptable and the price is fair and reasonable, and that all requirements of FAR 1.602-3 have been met.

(1) Upon Approval of the Recommendation Report. The CO will notify the originator’s program office and take necessary action to modify the existing contract or issue a new contract.

(2) Upon Denial of the Request for Ratification. If the ratification is denied, the CO will provide the contractor with a letter disclosing the decision with a brief rationale. In addition, the CO will prepare a document (called Notification of Liability) for the SPE’s signature notifying the
employee of that employee’s potential liability to the vendor for the unauthorized commitment.

(3) **Documentation.** The CO will file all documentation supporting the approval or denial of the ratification action, including expenditure authority and contract modification or contract, in the official contract file.

6. **Federal Acquisition Certification–Contracting.**

All COs must be Federal Acquisition Certification—Contracting (FAC-C) certified at a level appropriate to their duties and responsibilities. The SBA Acquisition Career Manager will assist with any questions concerning FAC-C certification. See SOP 39 15, Acquisition Career Development Program.

7. **Warrant Management.**

The SBA is committed to ensuring that only fully qualified employees are delegated the authority to obligate the SBA in the expenditure of public funds through the acquisition system. All new warrants must be issued in accordance with the procedures stated within FAR 1.603. FAC-C and warrants are two separate certifications. An individual may obtain a FAC-C and not obtain a warrant but a warrant cannot be obtained without appropriate FAC-C certificate level.

8. **FAC-COR Program.**

The SBA is committed to ensuring that all appointed Contracting Officer Representatives (CORs) have the requisite training and qualifications to serve in this function. The SPE will ensure that all appointed CORs have a Federal Acquisition Certification for Contracting Officer Representatives (FAC-COR) certification at a level commensurate to the type and complexity of the contract being managed. See SOP 39 15, Acquisition Career Development Program.

9. **Individual Development Plans.**

All SBA acquisition staff are required to submit an Individual Development Plan (IDP) annually by November 1st of each year. IDPs will help the SPE estimate and coordinate fiscal year training requirements with courses offered by different academic institutions.

Effective Date: June 13, 2013
This page intentionally left blank
Chapter 2 (FAR Part 3)

Improper Business Practices and Personal Conflicts of Interest

1. **Standards of Conduct.**

In order to maintain the public’s confidence in the federal procurement process, SBA and contractor employees must follow exemplary standards of conduct. There are numerous statutory and regulatory provisions outlining the standards to be followed and the stringent penalties for noncompliance. Contractors are subject to a rescission of their contract and debarment and SBA employees are subject to suspension or dismissal for violations of standards of conduct. All procurement personnel are expected to complete annual Ethics Training.

2. **Procurement Integrity and Ethics.**

SBA Procurement Officials must comply with FAR Part 3, which addresses Improper Business Practices and Personal Conflicts of Interest. All SBA employees are required to report fraud, waste and abuse to the Office of the Inspector General. The contracting officer (CO) must forward the information required by FAR 3.104 to the Head of the Contracting Activity (HCA). The HCA will review the information and take appropriate action.

3. **Contractor Gratuities.**

a. **Gratuities Clause.** Agency personnel must report if he or she believes that the contractor, its agent, or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and intended, by the gratuity, to obtain a contract or favorable treatment under a contract. Agency personnel must report this to the CO, and may report such actions to the Office of Inspector General. Before taking any action against a contractor, the agency head or a designee must determine, after notice and hearing under agency procedures, that such actions were committed.

b. **Violations.** When the agency head or designee determines that a violation has occurred, the Government may—

   (1) Terminate the contractor’s right to proceed; and,

   (2) Initiate debarment or suspension measures as set forth in Subpart 9.4.
4. **Disclosing Source Selection Information.**

a. **Source Selection Information.** FAR 2.101 defines “source selection information” to include certain information that is prepared for use by an agency for the purpose of evaluating a bid or proposal to enter into an agency procurement contract, if that information has not been previously made available to the public or disclosed publicly. A list of source selection documents can be found at FAR 2.101.

b. **Procedures for Safeguarding Information, including Marking Information.** To properly safeguard source selection information and protect it from unauthorized disclosure, follow these procedures:

   (1) The workspaces used for the evaluation must be secured in terms of privacy and controlled access (e.g., close and lock office doors if you have source selection sensitive information);

   (2) All source selection sensitive information prepared by SBA must contain the following and comply with the requirements of FAR 3.104-4(c) with respect to the marking of pages, to notify the recipient that the document contains source selection information;

   **SOURCE SELECTION INFORMATION—See FAR 3.104. This document contains source selection information related to the conduct of a Federal agency procurement, the disclosure of which is restricted by Section 27 of Federal Procurement Policy Act (41 U.S.C. 423). The unauthorized disclosure of such information may subject both the discloser and recipient of the information to contractual, civil, and/or criminal penalties as provided by law.**

   (3) All rough drafts that are not required for retention in the official contract file must be placed in the document destruction bin;

   (4) All documentation within the work area must be secured at all times when not under the direct control of authorized persons;

   (5) Ensure strict control is maintained over oral communications about the acquisition;

   (6) Ensure strict control where discussions regarding the information or related acquisition are held; and,
(7) Technical Evaluation Panel (TEP) members requesting to take proposals out of the building for review must complete SBA Form 2199 (SENSITIVE MATERIAL SIGN OUT & IN SHEET) and obtain permission from the CO.

c. Disclosure of Information. If there is a request for release of information, SBA’s Office of General Counsel will recommend whether contractor bid or proposal information or source selection information may be disclosed.

5. Improper Business Practices.

One of the most serious threats to the integrity of the procurement process is the possibility of conduct by contractors that will improperly influence the decisions of COs and other SBA employees. To protect against this threat, there are a number of very strict criminal statutes. You should contact the HCA and your Designated Agency Ethics Official (DAEO) for questions relating to potential improper business practices.

a. Kickbacks. SBA personnel must report suspected violations of the Anti-Kickback Act (41 U.S.C. §§ 8701-8707) through the HCA to the Senior Procurement Executive (SPE) who must consult with the DAEO and Office of Procurement Law.

b. Bribery. 18 U.S.C. § 201(b) makes it a criminal offense to offer or give a bribe to a Government official or for a Government official to solicit or receive a bribe. To constitute bribery, the statute requires that something “of value” be given, offered, promised, solicited, or received. To establish a violation of the provision, a specific “corrupt” intent (an expectation of a favorable official act in return for the bribe) on the part of the giver or receiver of the bribe must be proved.

c. Gratuities. 18 U.S.C. § 201(b) makes it a crime to offer or give a gratuity (anything of value) to a Government official or for a Government official to solicit or receive a gratuity. The federal standards of conduct in 5 C.F.R. § 2635.203 contain extensive guidance on “gifts” to federal employees. The regulation contains nine exceptions to this definition, most notably accepting modest items of food and refreshments offered other than as part of a meal. These exceptions, however, do not apply where the employee: 1) accepts a gift in return for being influenced; 2) solicits or coerces the gift; or 3) accepts gifts from a source so frequently that a reasonable person would believe the employee was using public office for private gain.

SBA’s regulations, at 13 C.F.R. Part 105, also address Standards of Conduct and Employee Restrictions and Responsibilities. This part addresses the limitations on SBA assistance, which includes contracts, to former SBA employees or businesses where the former SBA employee is the employee, owner, partner, attorney, agent, owner of stock, officer, director, creditor or debtor.

Effective Date: June 13, 2013
Chapter 3 (FAR Part 4)

Administrative Matters

1. **Contract Reporting.**
   
a. **General.** SBA is responsible for collecting and reporting procurement data to Federal Procurement Data System—Next Generation (FPDS-NG) through SBA’s electronic procurement system, as required by and in accordance with FAR Subpart 4.6. Data contained in FPDS-NG must be accurate, complete, and submitted in a timely manner.

b. **FPDS-NG Reporting.** The contracting officer (CO) shall ensure the accuracy of the contract action report in FPDS-NG prior to release of the contract award. The responsibility for the submission and accuracy of the individual contract action resides with the CO who awarded the contract.

c. **FPDS-NG Validation and Verification.** The Senior Procurement Executive (SPE) shall validate and verify the accuracy, timeliness, and completeness of FPDS-NG reporting by contracting staff and report the findings to the Chief Acquisition Officer monthly.

2. **System for Award Management (CCR, ORCA, and EPLS).**

   Unless the acquisition is exempt under FAR 4.1102, the CO must verify that the prospective contractor is registered in the System for Award Management (SAM) before awarding a contract or agreement. COs are encouraged to check the SAM early in the acquisition process, after the competitive range has been established, and then communicate to the unregistered offerors that they must register.

3. **SBA Personal Identity Verification and Security Procedures.**

   Pursuant to FAR Subpart 4.13, agencies must follow FIPS PUB Number 201 and the associated OMB implementation guidance for personal identity verification for all affected contractor and subcontractor personnel when contract performance requires contractors to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system (including, but not limited to, computer systems, networks, or information technology infrastructure).

   If the contract will require the contractor or subcontractor personnel to have such routine access, the solicitation and contract must contain the appropriate FAR clause and if the contractor or subcontractor will have routine access to Federally-controlled information...
systems, the contract must contain *SBA Security Requirements—Local Clause* (Appendix A-3).

Data contained within all SBA computer systems are governed by Agency record disclosure and privacy regulations (13 C.F.R. part 102), IT Security regulations as well as other regulations, and statutes and guidance, including the Privacy Act of 1974, as amended (5 U.S.C. § 552a). These clauses ensure that the contractor and its subcontractors will be held accountable for adherence to these statutes, regulations and guidance, as well as following SBA requirements described in the clauses. Thus, anytime the term contractor is used, it shall be meant to include the contractor and all of its subcontractors working on this contract that have access to a federally-controlled facility and/or routine access to a federally-controlled information system (including, but not limited to, computer systems, networks, or IT infrastructure).

For further information regarding SBA’s IT PIV procedures, please refer to SOP 00 07, SOP 35 00 2A, SOP 90 43, and SOP 90 47 3.

4. **Recording and Maintaining Contractor Performance Information.**

COs must ensure performance reviews are completed in accordance with FAR Part 42. The CO for the contract/task order must—

- Initiate evaluations for assigned contracts.
- Input basic contract information, ratings & narrative for assigned contracts.
- Update incomplete evaluations for assigned contracts.
- Delete incomplete evaluations for assigned contracts.
- Review contractor comments for assigned contracts.
- View evaluations for assigned contracts.
- Modify evaluation following contractor comments, if required.
- Sign evaluation and releases to contractor.
The evaluation must include the contractor’s efforts to achieve the goals identified in the small business subcontracting plan when the contract includes the clause at 52.219-9, Small Business Subcontracting Plan, or its efforts to meet the subcontracting limitations requirements (if awardee is a small business on a set-aside, reserve, partial set-aside sole source, or application of the price evaluation preference, which requires the small business meet certain subcontracting limitation requirements).

5. **Contract Files.**

The SPE must establish procedures to ensure that COs maintain files containing the records of all contractual actions. The documentation in the files (see FAR 4.803) must be sufficient to constitute a complete history of the transaction. SBA file folder indexes must be used in all contract file records (Appendix A-4, A-5, A-6). While the record of contract file shall be maintained by the Acquisition Division in a paper medium, COs shall use PRISM to the maximum extent practicable. All solicitations must be prepared using PRISM and contract records must be stored electronically in PRISM as directed by the Chief Acquisition Officer.

6. **Public Release of Information.**

   a. **Availability of Information.** The SBA will make records, data, and information available to the public to the fullest extent possible, consistent with its interests, privacy rights of individuals, ownership of rights in the data requested, and the need to protect the SBA and other confidential business information from disclosure. SBA’s regulations concerning record disclosure are set forth in 13 C.F.R. Part 102.

   b. **Confidential Information.** SBA employees must not disclose confidential contract information. Maintaining confidential information includes:

      (1) Taking reasonable measures to avoid disclosure of confidential information to any unauthorized person; and,

      (2) Not disclosing procurement sensitive or source selection sensitive information, such as price, proprietary or financial information.
Chapter 4 (FAR Part 5)

Publicizing Contract Actions

1. **Posting Requirement.**

The Acquisition Division will post all solicitations, proposed contract actions and actual contract awards on FedBizOpps (FBO) in accordance with FAR Subpart 5.2 and 5.3. This includes any procurement actions using reverse auction procedures.

2. **Sources Sought Notices.**

Sources Sought notices may be used to solicit information from companies as part of market research (FAR Part 10) and may be posted in FBO at any time. Contracting officers (COs) may post Sources Sought notices in FBO for market research purposes to locate potential offerors which will aid in determining the suitability of a socio-economic set-aside. This type of notice is not to be considered a pre-solicitation notice as defined in FAR Part 5.

The notice must state clearly that it is a sources sought notice and that no award will be made based on responses received. The sources sought notice should request enough information to assess the extent to which businesses, especially small businesses, are interested in submitting an offer and may assess the extent to which they could have the capability to perform.
Chapter 5 (FAR Part 6)

Competition Requirements

1. Justification for Other Than Full and Open Competition.

A Justification for Other than Full and Open Competition (JOFOC) (Appendix A-7) is required when justifying the use of any of the exceptions to competition listed in FAR Subpart 6.3. JOFOCs are not required when issuing a set-aside under the authority of the 8(a), Historically Underutilized Business Zones (HUBZone), Service Disabled Veteran Owned Small Business Concern (SDVO SBC) or Women-Owned Small Business (WOSB) programs. However, a JOFOC is required for a sole-source HUBZone or SDVO SBC award, and for 8(a) contracts over $20 million.

2. Approving Authority.

<table>
<thead>
<tr>
<th>Proposed Contract Amount</th>
<th>Approving Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,000-$150,000</td>
<td>Senior Procurement Executive or delegated individual</td>
</tr>
<tr>
<td>$150,000-$1,000,000</td>
<td>Senior Procurement Executive</td>
</tr>
<tr>
<td>Over $1,000,000</td>
<td>Competition Advocate</td>
</tr>
</tbody>
</table>

The dollar value of the base year and all option years shall be included when determining the approval level of justification.

These approval thresholds shall apply to ALL sole source requests, including Federal Supply Schedules (FSS) Limited Sources Justifications (FAR 8.405-6), Soliciting from a single source (FAR Part 13.106-1(b)), Sole source (including brand name) acquisitions (FAR 13.501(a)) procurements, and Orders under multiple-award contracts made following FAR 16.505(b)(2).

No solicitation shall be issued or contract awarded without an approved justification.


When required by FAR 5.201, contracting officers (COs) will publicize a notice in FBO stating it is SBA’s intent to award a contract or modification to an existing contract on a sole source basis. The notice should include:

- a statement identifying sole source authority permitted under FAR 6.302;
- the information required by FAR 5.207(a);
- a complete and accurate description of the supplies or services as required by FAR 5.207(e); and

Effective Date: June 13, 2013
• the classification code required by FAR 5.207(e).

This notice should be published prior to the preparation of the JOFOC. The responses to the notice and SBA reviews of the responses are to be included in the JOFOC. If no responses are received, this should be noted in the JOFOC. The notice should be in addition to other forms of market research conducted for the requirement. The notice must be current and publicized for the requirement at hand, not for previous or other requirements.

4. **Documenting Justifications.**

All justifications must be documented in accordance with FAR 6.303-2. Each justification must contain sufficient facts and rationale to justify the use of the specific authority cited.
Chapter 6 (FAR Part 7)

Acquisition Planning

1. **Advanced Acquisition Strategy.**
   
   a. **Purpose.** In order to ensure prudent financial management of agency resources advanced acquisition planning is required. This is accomplished through completion of an *Advanced Acquisition Strategy* (SBA Form 2255) (Appendix A-8).
   
   b. **Responsibility.**
      
      (1) Planning for procurement is initially the responsibility of the program office. Since budget requests include the dollar amounts for anticipated procurements, acquisition planning should start at the time the fiscal year budget is being prepared.
      
      (2) Program offices must submit their planned acquisitions for each fiscal year on the Advanced Acquisition Strategy (AAS) (SBA Form 2255).
      
      (3) Program offices must include a *Statement of Suitability for Contractor Performance* (Appendix A-9) for service requisitions (new and option) over $150,000 in the AAS. Program offices must self-certify whether a service requisition above $25,000 and below $150,000 contains functions that are closely associated with inherently governmental work, critical functions of the agency, or other functions.
   
   c. **Approvals.** SBA Form 2255 must be reviewed, at a minimum, by a Director-level manager of the program office requesting a good or service. Each office should decide at what level it is appropriate to clear the form before sending it to the SPE. Final approval of SBA Form 2255 resides with the Acquisition Division.

2. **Individual Acquisition Plans.**
   
   a. **Requirement to Plan.** FAR Part 7 sets forth the policies and procedures for developing acquisition plans. The SBA utilizes one of two forms—*Acquisition Plan Non Complex Acquisitions* (Appendix A-10) and *Acquisition Plan Formal* (Appendix A-11).
   
   b. **Responsibilities.**
(1) Program offices. Program offices must complete individual acquisition plans for each requirement to be submitted with the requisition package. For IT-related acquisitions, the acquisition plan must note whether the SBA’s Business Technology Investment Council’s (or any successor council) approval for the services will be required.

(2) Contracting Office. The contracting officer (CO) is responsible for:

- Partnering with the planner to develop a comprehensive acquisition plan.
- Ensuring a timely contracting effort is accomplished with regular communications with the program office.
- Coordinating with the Procurement Center Representative (PCR) early in the acquisition planning process.

c. Review, Clearance and Approval of Acquisition Plans. All acquisition plans require some level of review and approval to ensure that an effective system of checks and balances is in place. At a minimum, this review is a level above the individual who prepared the acquisition plan. Depending on the dollar value of the proposed acquisition (see chart below), additional review and approval by the Office of General Counsel (OGC), Senior Procurement Executive (SPE), Competition Advocate, Procurement Center Representative (PCR) and the Head of the Contracting Activity (HCA) is necessary.

<table>
<thead>
<tr>
<th>Dollar Value</th>
<th>Under SAT</th>
<th>SAT - $249,999</th>
<th>$250,000 - $499,999</th>
<th>$500,000 and up</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required Approvals</td>
<td>• Planner</td>
<td>• Planner</td>
<td>• Planner</td>
<td>• Planner</td>
</tr>
<tr>
<td></td>
<td>• Program office official**</td>
<td>• Program office official**</td>
<td>• Program office official**</td>
<td>• Program office official**</td>
</tr>
<tr>
<td></td>
<td>• CO</td>
<td>• CO</td>
<td>• CO</td>
<td>• CO</td>
</tr>
<tr>
<td></td>
<td>• PCR</td>
<td>• PCR</td>
<td>• PCR</td>
<td>• PCR</td>
</tr>
<tr>
<td></td>
<td>• CIO</td>
<td>• CIO</td>
<td>• CIO</td>
<td>• CIO</td>
</tr>
<tr>
<td>Concurrence</td>
<td>• None</td>
<td>• Competition Advocate</td>
<td>• Competition Advocate</td>
<td>• Competition Advocate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• OGC</td>
<td>• OGC</td>
<td>• OGC</td>
</tr>
</tbody>
</table>

* For IT-related procurements only.

** Each office should decide at what level it is appropriate to approve the plan. At a minimum, the Program Office Official must be one level above the planner.

Effective Date: June 13, 2013
In cases where there is disagreement between SBA’s procurement center representative (PCR) and the CO over the suitability of a particular acquisition for a small business set-aside, the PCR may initiate an appeal to the HCA. If the HCA agrees with the CO, SBA may appeal the matter to the SBA Administrator. The time limits for such appeals are set forth in FAR 19.505.

3. **SBA Form 2.**

The requisition package (also referred to as the requirements package) is the basis for processing and awarding a contract. Program offices must complete **Standard Form 2** (Appendix A-12), conduct market research and document the findings on the **Market Research Form** (Appendix A-13), and prepare the **Independent Government Cost Estimate** (Appendix A-14). To ensure timely processing in accordance with the Procurement Administrative Lead Times (PALT) a complete requirements package must be submitted.

4. **Procurement Action Lead Time.**

The Procurement Action Lead Times (PALT)s, as shown below, are used for planning purposes. The PALT is the time required for Acquisition Division to review the procurement package, solicit the requirement, the offeror’s time to prepare and submit a proposal, and the award of a contract. The actual PALT may be shorter or longer based upon a variety of factors. Lead times assume that the requisition is complete in all respect with regard to specifications of the requirement. The volume of requirements at year-end or impact of other mission requirements will also affect the PALT. The dollar amounts listed include the total estimated contract amount to include the base and all option periods.

<table>
<thead>
<tr>
<th>Requirement Description</th>
<th>Required Lead Time (Business Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquisitions Between $3,000 and $25,000</td>
<td>15</td>
</tr>
<tr>
<td>New Purchases (includes new purchase orders above $25,000, contracts, and BPAs; does not include GSA purchases using Schedules)</td>
<td>45</td>
</tr>
<tr>
<td>- Estimated value under $150,000</td>
<td></td>
</tr>
<tr>
<td>- Estimated value over $150,000</td>
<td>120</td>
</tr>
<tr>
<td>Orders Under Existing Contracts/GSA Schedules</td>
<td></td>
</tr>
<tr>
<td>- Estimated value under $150,000</td>
<td>45</td>
</tr>
<tr>
<td>- Estimated value over $150,000</td>
<td>90</td>
</tr>
<tr>
<td>Contract Modifications</td>
<td></td>
</tr>
<tr>
<td>- Change Orders, Funding and Administrative Modifications</td>
<td>45</td>
</tr>
<tr>
<td>- Modifications Subject to Availability of Funds</td>
<td>45</td>
</tr>
</tbody>
</table>

Effective Date: June 13, 2013
Acquisitions Between $25,000 and $150,000
New Purchases
(Includes new purchase orders above $25,000, contracts and BPAs; does not include GSA purchases using Schedules)

<table>
<thead>
<tr>
<th>Step</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Receipt of Completed Package</td>
<td>5</td>
</tr>
<tr>
<td>2. Market Research</td>
<td>3</td>
</tr>
<tr>
<td>3. Prepare/Issue Synopsis/Solicitation</td>
<td>20</td>
</tr>
<tr>
<td>4. Receipt of Proposals/Evaluation</td>
<td>10</td>
</tr>
<tr>
<td>5. Award</td>
<td>7</td>
</tr>
<tr>
<td>PALT TOTAL</td>
<td>45</td>
</tr>
</tbody>
</table>

Acquisitions over $150,000
New Purchases
(Includes new purchase orders contracts, and BPAs; does not include GSA purchases using Schedules)

<table>
<thead>
<tr>
<th>Step</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Receipt of Completed Package</td>
<td>5</td>
</tr>
<tr>
<td>2. Market Research</td>
<td>5</td>
</tr>
<tr>
<td>3. Small Business Review (PCR)*</td>
<td>3</td>
</tr>
<tr>
<td>4. Acquisition Plan/Source Selection Plan Review</td>
<td>10</td>
</tr>
<tr>
<td>5. Reviews (Policy/Legal)</td>
<td>14</td>
</tr>
<tr>
<td>7. Synopsis</td>
<td>14</td>
</tr>
<tr>
<td>8. Develop/Issue Solicitation (Answer Questions)</td>
<td>30</td>
</tr>
<tr>
<td>9. Technical Evaluation</td>
<td>20</td>
</tr>
<tr>
<td>10. Award Documentation and Review (COR/Supervisor/Legal)</td>
<td>20</td>
</tr>
<tr>
<td>PALT TOTAL</td>
<td>120</td>
</tr>
</tbody>
</table>

If over $150,000 and not awarding as a set-aside under one of SBA’s socio-economic programs, please allow 3 days for Procurement Center Representative review.

Acquisitions Between $25,000 and $150,000
Orders Under Existing Contracts/GSA Schedules

<table>
<thead>
<tr>
<th>Step</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Receipt of Completed Package</td>
<td>5</td>
</tr>
<tr>
<td>2. Market Research</td>
<td>3</td>
</tr>
<tr>
<td>3. Prepare/Issue Synopsis/Solicitation</td>
<td>20</td>
</tr>
<tr>
<td>4. Receipt of Proposals/Evaluation</td>
<td>10</td>
</tr>
<tr>
<td>5. Award</td>
<td>7</td>
</tr>
<tr>
<td>PALT TOTAL</td>
<td>45</td>
</tr>
</tbody>
</table>
### Acquisitions Over $150,000
Orders Under Existing Contracts/GSA Schedules

<table>
<thead>
<tr>
<th>Step Description</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Receipt of Completed Package</td>
<td>5</td>
</tr>
<tr>
<td>2. Market Research</td>
<td>5</td>
</tr>
<tr>
<td>3. Small Business Review (PCR)*</td>
<td>3</td>
</tr>
<tr>
<td>4. Acquisition Plan/Source Selection Plan Review</td>
<td>10</td>
</tr>
<tr>
<td>5. Reviews (Policy/Legal)</td>
<td>14</td>
</tr>
<tr>
<td>7. Synopsis</td>
<td>14</td>
</tr>
<tr>
<td>8. Develop/Issue Solicitation (Answer Questions)</td>
<td>20</td>
</tr>
<tr>
<td>9. Technical Evaluation</td>
<td>10</td>
</tr>
<tr>
<td>10. Award Documentation and Review (COR/Supervisor/Legal)</td>
<td>21</td>
</tr>
<tr>
<td><strong>PALT TOTAL</strong></td>
<td>90 Days</td>
</tr>
</tbody>
</table>

Effective Date: June 13, 2013
This page intentionally left blank
Chapter 7 (FAR Part 8)

Required Sources of Supplies and Services

1. **Ordering Procedures and Documentation.**

COs must follow the ordering procedures for GSA’s Multiple Award Schedule (MAS) program (i.e., Federal Supply Schedule (FSS) as provided in FAR 8.405. Ordering procedures and documentation requirements differ based on dollar value, whether or not you are purchasing supplies or services, as well as whether or not the services you are purchasing require a statement of work.

SBA may set-aside orders issued against the MAS program for small businesses, including 8(a) Participants, Historically Underutilized Business Zones (HUBZone) small businesses, Service Disabled Veteran Owned Small Business Concerns (SDVO SBCs) and Women-Owned Small Businesses/Economically Disadvantaged Women-Owned Small Businesses (WOSBs/EDWOSBs). The rules applicable to each of those programs will apply to the order set-aside. For example, if the SBA is setting-aside the order for 8(a) Business Development (BD) Participants, the contracting officer (CO) must offer the requirement to the 8(a) BD program and SBA must accept the requirement into the program in accordance with the 8(a) BD regulations.

2. **Streamlined Procedures for MAS Program Buys.**

   a. If market research indicates SBA’s need for services can be filled by placing an order against a MAS contract, FAR Subpart 8.4 special ordering procedures are to be used.

   b. A statement of work may not be required such as when ordering supplies and services that are listed in the schedules contracts at a fixed price for the performance of a specific task. Depending on the dollar threshold, an RFQ may not be required (e.g., acquisitions below the simplified acquisition threshold (SAT) or micro-purchase threshold (MPT)).

   c. In addition, for MAS program buys, COs need not:

      • conduct a formal “negotiated procurement”
      • conduct a formal evaluation
      • undertake a cost/price realism analysis
      • seek contractors outside the Schedules program
      • synopsize the requirement on FedBizOpps
      • conduct a price evaluation on quoted Schedule rates (e.g., hourly rates)

Effective Date: June 13, 2013
• conduct “discussions”
• prepare extensive documentation
• conduct a formal debriefing
• determine the “competitive range” (FAR 15.3)
• require unduly burdensome proposal instructions (oral and written)
• require an excessive number of evaluation factors/subfactors


FAR 8.405-2(d) states, “After award, ordering activities should provide timely notification to unsuccessful offerors. If an unsuccessful offeror requests information, on an award that was based on factors other than price alone, a brief explanation of the basis for the award decision shall be provided.” The only time you have to provide a “brief explanation” is for services that require a statement of work. There are no requirements in FAR 8.405-1, to provide brief explanations to unsuccessful vendors when awarding an order using the FSS program for supplies, and services not requiring a statement of work.

If a contractor calls and requests a debriefing, the CO should make clear from the beginning of the conversation that information provided during the conversation is not a debriefing. The CO should explain the following: “This is a brief explanation of the basis of award per FAR 8.405-2(d) and not a debriefing pursuant to FAR Part 15.”

When requested, SBA should provide brief explanations to quotes. This could include explaining to the contractor what evaluation factors were used besides price. In addition it may help to provide the contractor with the rating the contractor received on the individual factors and the weaknesses in the contractor’s submittal that resulted in the lower ratings. The CO should not provide any comparisons between the other quotes or any other information from the other quotes.
Chapter 8 (FAR Part 9)

Contractor Qualifications

A Determination of Responsibility must be conducted in accordance with all applicable Federal procurement regulations and policies.

1. **Small Business.**

A contracting officer (CO) who determines that an apparently successful offeror that has certified itself to be a small business lacks any element of responsibility (including competency, capability, capacity, credit, integrity or tenacity or perseverance) must refer the matter in writing to the SBA Government Contracting Area Office (Area Office) serving the area in which the headquarters of the offeror is located for a Certificate of Competency (COC) determination.

In addition, SBA will review a small business that is not the apparent successful offeror for responsibility on a particular procurement if the referral sets forth an issue of non-responsibility that would preclude a small business from being considered for award of a contract (or even bidding on a contract). Some of these referrals involve evaluation of responsibility criterion where there is no “comparative analysis”. Instead, the agency evaluates the responsibility criterion on a “go/no go” or “pass/fail” basis. For example, a solicitation states that offerors must provide evidence of a minimum of three years’ experience that falls within the scope of the contract and if they do not, the proposal is rejected. This is a go/no go or pass/fail responsibility criterion and if the SBA rejects the small business’ proposal for failure to meet this criterion, it must be referred to SBA for a COC.

The COC procedures apply equally to sealed bidding and to negotiated procurements.

2. **Initial Awards.**

Per FAR 9.102, a determination of responsibility is only required for all proposed contracts with prospective contractors. A CO is not required to make a new responsibility determination before deciding whether to exercise an option.

3. **Exercising an Option Year.**

COs are required to check SAM to determine whether the contractor is on the Excluded Parties List System prior to exercising options as a part of their determination and findings requirement (see FAR 17.207). In addition, COs should consider the D&B Supplier Qualifier Reports (SQR) to assist with contractor responsibility determinations for all initial contracts.
awards, task orders, renewals, exercise of options, and all other acquisitions in excess of $25,000.

4. **Awarding Task Orders/Delivery Orders and all other actions in Excess of $25,000.**

When Awarding Delivery Orders (DOs) and all other actions in excess of $25,000, contracting officers (COs) should consider requesting the D&B Supplier Qualifier Reports. A full responsibility determination is not required when awarding TOs/DOs off the Federal Supply Schedule (FSS) or any local indefinite delivery/indefinite quantity (IDIQ) contracts. These contractors were already determined responsible on the initial contract award.

5. **Suspension and Debarment Referrals**

   a. Refer to the SBA Suspension and Debarring Official (SDO) matters involving serious contract improprieties or performance deficiencies. Even minor performance deficiencies that continue over a period of time or apply to more than one contract may warrant suspension or debarment. Refer to the SDO any other instances in which you believe a ground for suspension or debarment may exist. The grounds for suspension and debarment are listed in FAR 9.4. This can also include any misrepresentations of size or status related to SBA’s socioeconomic programs (8(a), Historically Underutilized Business Zone (HUBZone) small business, Service Disabled Veteran Owned Small Business Concern (SDVO SBC) and Women-Owned Small Business (WOSB)), or failure of the contractor to meet the limitations on subcontracting in 13 C.F.R. § 125.6. The Office of Procurement Law is available to provide guidance as to whether the conduct in question raises an issue that should be referred.

   b. When referring a case, prepare a memorandum to the SDO, Associate General Counsel, Office of Procurement Law. The memorandum must detail the reason(s) that SBA is recommending debarment/suspension and provide background information. The case must be accompanied by a complete statement of the facts along with a recommendation for action. The referral should include the following:

   (1) Name, address, and telephone number of the person making the referral.

   (2) A print out from the System for Award Management showing the name, contractor and Government entity (CAGE) code, DUNS number, and address of the contractor.

   (3) Name and addresses of the members of the board, principal officers, partners, owners, and managers of the contractor, if known.
(4) A complete summary of all pertinent evidence and the status of any legal proceedings involving the contractor.

(5) When appropriate, as an enclosure to the report:
   - Witness statements or affidavits;
   - Copies of investigative reports when authorized by the investigative agency;
   - A copy of any available determinations of nonresponsibility in accordance with FAR 9.105-2(a)(1); and
   - Any other appropriate exhibits or documentation.

c. On initial referral you do not need to provide the entire case file to the SDO. After reviewing the referral, the SDO will contact the referring party and discuss what further information may be necessary. After referring a case, the referring party should keep the file until such time as he or she is contacted by the SDO. The SDO will normally only request or need a copy of the file and/or documents. If a full file or parts of the file are requested by the SDO, the referring party/office should retain possession of the original file unless requested otherwise.

d. Where the statement of facts indicates the irregularities to be possible fraudulent or criminal activity, or for any other reason that further investigation is considered necessary, then the referral should also be sent to the Office of Inspector General.

e. Any individual who has information that raises concerns about a contractor’s or individual’s present responsibility can and should refer that matter to SBA’s SDO.

f. After the case is referred, the SDO will review the file and will contact the referring party. If necessary the SDO will coordinate further actions with SBA’s OIG regarding any possible civil or criminal actions. The SDO office will promptly notify the referring party/office of any of the following actions: of any declination of the referral; of any suspension, debarment, or proposed debarment action taken; of any other administrative actions taken by the agency, such as decertification or termination from any of SBA’s socioeconomic programs; of any civil or criminal action taken against the firms.
Chapter 9 (FAR Part 13)

Simplified Acquisition Procedures

SBA will use simplified acquisition procedures to the maximum extent practicable for all purchases of supplies or services not exceeding the simplified acquisition threshold (SAT) (including purchases at or below the micro-purchase threshold) unless SBA is meeting its requirement by using—

- Sources of supply under Part 8 (e.g., Federal Prison Industries, Committee for Purchase from People Who are Blind or Severely Disabled, and Federal Supply Schedule contracts);
- Existing indefinite delivery/indefinite quantity contracts; or
- Other established contracts.

Each acquisition of supplies or services that has an anticipated dollar value exceeding the micro-purchase threshold (MPT) and not exceeding the SAT is reserved automatically and exclusively for small business concerns (including the various socio-economic categories of small businesses) and shall be set aside (see FAR Part 19).
Chapter 10 (FAR Part 15)

Contracting By Negotiation

1. Contracting Officer Role and Role of Office of General Counsel.

Prior to the initiation of a FAR Part 15 competitive procurement, the contracting officer (CO) and General Counsel should brief the Source Evaluation Board (SEB) or the Technical Evaluation Panel (TEP) on the workings of the source selection process. The briefing should include an explanation of the evaluation process and pertinent documents, conflicts of interest, proposal security, and procurement integrity. The briefing should be designed to inform the evaluators of their responsibilities and provide guidance to the evaluators on how to review the proposals. If there are non-voting members on the technical evaluation panel, the CO should explain the limits of their involvement in the selection process. The CO should also advise the SEB/TEP members of the planned schedule for the evaluations, including the time allotted for individual evaluations, consensus discussions, completion of a draft evaluation report, and the anticipated date for completion of the final report. If the solicitation included a requirement for oral presentations by the offerors, the CO must explain the evaluation process for the oral presentations.

In any acquisition, the CO should involve the Office of General Counsel to the greatest extent possible, and as early in the process as possible. The Office of General Counsel should act as part of the team engaged in making this acquisition occur. At the latest, the Office of General Counsel should be consulted while the Request for Proposals (RFP) is being drafted.

2. Scoring Methodologies.

The relative strengths, deficiencies, significant weaknesses, and risks supporting proposal evaluation must be documented in the contract file. SBA strongly encourages the use of adjectival ratings. Adjectival ratings are not used to evaluate cost since it is not a rated factor. The sample language for defining the Standards below includes risk associated with the technical:

**Outstanding**: An outstanding proposal is characterized as follows:

- The proposed approach indicates an exceptionally thorough and comprehensive understanding of the program goals, resources, schedules, and other aspects essential to performance of the program.
- In terms of the specific factor (or significant sub-factor), the proposal contains major strengths, exceptional features, or innovations that should substantially benefit the program.
- There are no weaknesses or deficiencies.

Effective Date: June 13, 2013
- The risk of unsuccessful contract performance is extremely low.

**Good:** A good proposal is characterized as follows:

- The proposed approach indicates a thorough understanding of the program goals and the methods, resources, schedules, and other aspects essential to the performance of the program.
- The proposal has major strengths and/or minor strengths which indicate the proposed approach will benefit the program.
- Weaknesses, if any, are minor and are more than offset by strengths.
- Risk of unsuccessful performance is very low.

**Satisfactory:** A satisfactory proposal is characterized as follows:

- The proposed approach indicates an adequate understanding of the program goals and the methods, resources, schedules, and other aspects essential to the performance of the program.
- There are few, if any, exceptional features to benefit the program.
- The risk of unsuccessful performance is low.
- Weaknesses are generally offset by strengths.

**Marginal:** A marginal proposal is characterized as follows:

- The proposed approach indicates a superficial or vague understanding of the program goals and the methods, resources, schedules, and other aspects essential to the performance of the program.
- The proposal has weaknesses that are not offset by strengths.
- The risk of unsuccessful contract performance is moderate.

**Unsatisfactory:** An unsatisfactory proposal is characterized as follows:

- The proposed approach indicates a lack of understanding of the program goals and the methods, resources, schedules, and other aspects essential to the performance of the program.
- Numerous weaknesses and deficiencies exist. The risk of unsuccessful performance is high.

3. **Evaluation Process.**

Evaluators should review and become familiar with the source selection plan/rating plan, statement of work, evaluation scoring sheets, the evaluation criteria in sections L and M of the...
solicitation, and the established weights for each criterion and sub-criterion. The CO should discuss the unique aspects of the past performance criteria, and how evaluation of past performance differs from the other criteria. Evaluators shall be instructed to develop strengths and weaknesses for each criteria that are sufficiently detailed to support the assigned score or adjectival rating. Evaluators must be cautioned not to compare proposals against each other.

The CO must instruct the evaluators to refrain from making personal notes in the proposals and on other documents that are retained. These documents may become part of the source selection record, and personal notes may be used during a protest to show inconsistencies. Evaluators must be advised to stamp all documents and worksheets with “Source Selection Information” - See FAR 2.101 and 3.104.

4. **Debriefings.**

COs are required to offer debriefings to all unsuccessful offerors for all FAR Part 15 procurements. Debriefings need to be informative and professionally presented. FAR 15.505(e) (preaward) and 15.506(d) (postaward) set forth detailed lists of information to be provided and the applicable list provides a fairly good agenda for the debriefing.

The CO will chair any debriefing session. Individuals who conducted evaluations, and other technical representatives where appropriate, will provide support. A representative of the Office of General Counsel should be included where appropriate.
This page intentionally left blank
Chapter 11 (FAR Part 19)

Small Business Programs


The Small Business Act has established both prime contracting and subcontracting goals for small businesses. It requires 23% of all Federal prime contracts dollars to be awarded to small businesses. Included as part of the 23% goal, there are individual prime and subcontracting goals for each identified small business category. The following goals have been mandated by Congress:

- 5% of prime and subcontract dollars for socially and economically small disadvantaged businesses;
- 5% of prime and subcontract dollars for women-owned small businesses;
- 3% of prime and subcontract dollars for Historically Underutilized Business Zones (HUBZone) small businesses; and
- 3% of prime and subcontract dollars for service-disabled veteran-owned small businesses (SDVOSB).

In addition to the Government-wide goal, the Small Business Act requires each Federal agency to negotiate an annual goal with SBA that presents, for that agency, the maximum practicable opportunity for small businesses. The goal attained by the individual agency is then used to calculate the Government-wide small business goal. The Chief Acquisition Officer will negotiate the small business goals with SBA, on behalf of SBA.

All contract awards to small businesses, including those awarded in full and open competition, count toward these procurement goals. A significant portion of the small business goals are met through open competition. Where an eligible small business is awarded a contract, it is counted toward the goal in each of the categories in which it is eligible. For example, an award made to a small business that is also a HUBZone and SDVOSB counts toward the overall small business goal as well as the HUBZone and SDVOSB goals.

2. Contract Bundling and Consolidation.

As an advocate for small business, it is SBA’s policy to avoid “bundling” wherever possible, since by definition bundling results in a procurement that is unsuitable for award to small business.

   a. Contract Bundling. To determine whether a proposed solicitation is bundled, the acquisition strategy team must perform an analysis using the following criteria:
(1) The solicitation must consolidate two or more requirements for goods or services.

(2) Two or more of these requirements must have been performed by a small business or could have been performed by a small business;

(3) The solicitation must result in a single contract.

(4) The resulting contract (includes any contract or order (including those placed against a GSA Schedule Contract or an indefinite delivery/indefinite quantity contract) is likely to be unsuitable for award to a small business concern because:

- The work is too diverse, large, or specialized;
- The contract has too large an aggregate dollar value;
- The work is too dispersed geographically; or,
- Any combination of the above factors exists.

b. Consolidation. A requirement is consolidated when the solicitation is:

(1) For a single contract or a Multiple Award Contract to satisfy two or more requirements of the Federal agency for goods or services.

(2) The two or more requirements have been provided to or performed for the Federal agency under two or more separate contracts (includes any contract or order such as those placed against a GSA Schedule Contract or an indefinite delivery/indefinite quantity contract) by any business, including an other-than-small business or small business concern.

(3) Each of the separate contracts was lower in cost than the total cost of the contract for which the offers are solicited.

(4) The total cost of the resulting contract is anticipated to exceed $2 million (including options).

If the SBA proceeds with a bundled or consolidated contract, the FAR and SBA’s regulations have certain requirements and limitations that must be followed (e.g., justification for the bundled or consolidated solicitation). SBA must publish on its website a list and rationale for any bundled requirement for which it solicited offers or issued an award.
3. **SB Set-Aside Requirement Under the SAT.**

All actions under the SAT must be set aside for small businesses (including small business under the 8(a) Business Development (BD), HUBZone, SDVO SBC or WOSB Programs) unless there is not a reasonable expectation of obtaining offers from two or more responsible small business concerns that are competitive in terms of market prices, quality, and delivery. This includes all actions that are orders issued against the GSA Multiple Award Schedule. If the work is not set aside for small business, document in the contract file the reason for acquiring the service or product on an unrestricted basis.

4. **Actions Above the SAT.**

For actions exceeding the SAT, the CO shall set aside the acquisition for small business concerns when there is a reasonable expectation that offers will be obtained from at least two small business concerns that are competitive in terms of quality and delivery and award will be made at fair market prices. However, after conducting market research, the CO shall first consider a set-aside or sole source award (if the sole source award is permitted by statute or regulation) under the 8(a) BD, HUBZone, SDVO SBC or WOSB programs before setting aside the requirement as a small business set-aside. There is no order of precedence among the 8(a) BD, HUBZone, SDVO SBC or WOSB programs.

When considering which program to use for the acquisition, the CO must review SBA’s progress in fulfilling the various small business goals, as well as the results of market research, programmatic needs specific to the procuring agency, anticipated award price, and the acquisition history. The CO must document the contract file with the rationale used to support the specific set-aside, including the type and extent of market research conducted.

When issuing a solicitation that will result in a multiple award contract that is not set-aside for small businesses, the CO must consider using one of the following:

1. Set-aside part or parts of the multiple award contract for small business;

2. Reserve of one or more awards on multiple award contracts that are established through full and open competition for small businesses; or

3. Set-aside orders against the multiple award contract awarded pursuant to full and open competition that have not been set-aside, partially set-aside, or include a reserve for small businesses (including set-asides against the GSA Schedule).

If the CO issues a solicitation that is not set-aside for small businesses or does not utilize any one of the three above authorities, the CO must document the contract file appropriately to explain how the decision was made and whether these authorities were considered.

**Effective Date: June 13, 2013**
5. **Subcontracting Plan Review.**

Subcontracting Plan requirements are detailed in FAR Subpart 19.704. The CO must review the subcontracting plan for adequacy, ensuring that the required information, goals, and assurances are included.

6. **Small Business Set Asides.**

The Competition Advocate assists the CO in reviewing acquisitions to determine if they can be set aside or sole sourced for small businesses under the specific program authority (e.g., 8(a) set-aside) (Appendix A-15). For all acquisitions not set-aside or sole sourced under the authority of the small business, 8(a) set-aside, WOSB/EDWOSB, HUBZone, or SDVO SBC program, the CO must complete an **SBA Screening Form** (Appendix A-16) and have all appropriate parties sign the form.

7. **Limitations on Subcontracting (LOS).**

For acquisitions that are set-aside, partially set-aside, sole sourced, reserved or there is application of the HUBZone price evaluation preference, then the small business must meet certain limitations on subcontracting and nonmanufacturer rule requirements. See the chart below for guidance:

<table>
<thead>
<tr>
<th>Application for LOS</th>
<th>Small Business</th>
<th>8(a)</th>
<th>HUBZone</th>
<th>SDVO SBC</th>
<th>WOSB/EDWOSB</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LOS Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(except construction)</td>
<td>The concern will perform at least 50% of the cost of the contract incurred for personnel with its own employees</td>
<td>The concern will perform at least 50% of the cost of the contract incurred for personnel with its own employees</td>
<td>The qualified HUBZone SBC spends at least 50% of the cost of the contract performance incurred for personnel on the concern’s employees or on the employees of other qualified HUBZone SBCs</td>
<td>The SDVO SBC spends at least 50% of the cost of the contract performance incurred for personnel on the concern’s employees or on the employees of other SDVO SBCs</td>
<td>The concern will perform at least 50% of the cost of the contract incurred for personnel with its own employees</td>
</tr>
<tr>
<td><strong>LOS Supplies</strong></td>
<td>The concern will perform at least</td>
<td>The concern will perform</td>
<td>The qualified HUBZone SBC</td>
<td>At least 50% of the cost of</td>
<td>The concern will perform at least</td>
</tr>
</tbody>
</table>

Effective Date: June 13, 2013
<table>
<thead>
<tr>
<th>LOS Regulations</th>
<th>JV – General For each program there are separate rules on JV</th>
</tr>
</thead>
<tbody>
<tr>
<td>13 C.F.R. § 125.6(a)</td>
<td>Where an offeror is exempt from affiliation under § 121.103(h)(3) and qualifies as a small business concern, the LOS apply to the cooperative effort of the joint venture, not its individual members</td>
</tr>
<tr>
<td>13 C.F.R. § 125.6(a)</td>
<td>JV must meet the LOS</td>
</tr>
<tr>
<td>13 C.F.R. § 125.6(c); 13 C.F.R. § 126.700</td>
<td>JV must meet the LOS</td>
</tr>
<tr>
<td>13 C.F.R. § 125.6(b)</td>
<td>JV must meet the LOS</td>
</tr>
<tr>
<td>13 C.F.R. § 125.6(a)</td>
<td>JV must meet the LOS</td>
</tr>
</tbody>
</table>

50% of the cost of manufacturing the supplies or products (not including the costs of materials) at least 50% of the cost of manufacturing the supplies or products (not including the costs of materials) spends at least 50% of the manufacturing cost (excluding the cost of materials) on performing the contract in a HUBZone. One or more qualified HUBZone SBCs may combine to meet this subcontracting requirement. Manufacturing the supplies or products (not including the costs of materials), will be performed by the SDVO SBC prime contractor or other SDVO SBCs. 50% of the cost of manufacturing the supplies or products (not including the costs of materials).

The matter relating to whether or not a small business concern (including an 8(a), HUBZone, SDVO, or WOSB/EDWOSB) will meet the requisite subcontracting limitation requirements is a matter of responsibility (to be determined pursuant to the SBA’s COC program). However, if the proposal, on its face shows that such a business entity will not comply with the LOS, then it is a matter of proposal acceptability or bid responsiveness. If the business is awarded the contract and fails to meet the LOS, then it is a matter of a contract administration (performance).


The nonmanufacturer rule (NMR) applies only to procurements that have been assigned a manufacturing or supply North American Industry Classification System (NAICS) code and applies only to the supply component of a requirement classified as a manufacturing or supply contract. If a requirement is classified as a service contract, but also has a supply component,
the NMR does not apply to the supply component of the requirement. Rather, the LOS rule for services contracts applies.

a. **Manufacturer.** The manufacturer is the concern which, with its own facilities, performs the primary activities in transforming inorganic or organic substances, including the assembly of parts and components, into the end item being acquired. Firms which perform only minimal operations upon the item being procured do not qualify as manufacturers of the end item. Firms that add substances, parts, or components to an existing end item to modify its performance will not be considered the end item manufacturer where those identical modifications can be performed by and are available from the manufacturer of the existing end item. Firms that provide computer and other information technology equipment primarily consisting of component parts (such as motherboards, video cards, network cards, memory, power supplies, storage devices, and similar items) who install components totaling less than 50% of the value of the end item are generally not considered the manufacturer of the end item.

b. **Nonmanufacturer requirements.** A nonmanufacturer may not exceed 500 employees; is primarily engaged in the retail or wholesale trade and normally sells the type of item being supplied; takes ownership or possession of the item(s) with its personnel, equipment or facilities in a manner consistent with industry practice; and will supply the end item of a small business manufacturer, processor or producer made in the United States, or obtains a waiver of this requirement.

c. **Waivers of NMR.** If the procurement for supplies will be set-aside for small businesses (or partially set-aside, reserved, or application of the PEP), the program office must conduct market research to determine whether there are small business manufacturers that can provide the product. If there are not, then there are two types of waivers to the NMR that may apply:

1. **Individual waiver.** The Administrator or designee may waive the NMR if the CO has determined prior to issuance of the solicitation and award that no small business manufacturer or processor reasonably can be expected to offer a product meeting the specifications (including period for performance) required by a particular solicitation and SBA reviews and accepts that determination; or

2. **Class waiver.** SBA determines that no small business manufacturer or processor of the product or class of products is available to participate in the Federal procurement market. You can check SBA’s webpage to
d. **Exceptions to NMR.** Where the procurement of a manufactured item is processed under Simplified Acquisition Procedures, as defined in FAR 13.101 and where the anticipated cost of the procurement will not exceed $25,000, the offeror need not supply the end product of a small business concern as long as the product acquired is manufactured or produced in the United States, and the offeror does not exceed 500 employees.

e. **HUBZone Program.** In connection with a HUBZone award (i.e., a HUBZone set-aside, a HUBZone sole source, or an award based on the the HUBZone price evaluation preference in full and open competition), a nonmanufacturer must meet the requirements for the NMR set forth at § 121.406(b)(1) and the small manufacturer providing the end item for the contract must also be a qualified HUBZone SBC. There are no waivers to the nonmanufacturer rule for HUBZone contracts (there are no individual waivers and there are no class waivers). However, for HUBZone contracts at or below $25,000 in total value, a qualified HUBZone SBC may supply the end item of any manufacturer, including a large business, so long as the product acquired is manufactured or produced in the United States.
This page intentionally left blank.
Chapter 12 (FAR Part 33)

Protests, Disputes, and Appeals

1. Protests.

All protests received must be time/date stamped and logged.

   a. Protests to the Agency.

      (1) Protests to SBA will be decided by the Senior Procurement Executive (SPE). The SPE must obtain the assistance of the Office of General Counsel on this matter. The SPE will issue a decision on the protest within 35 calendar days, unless a longer period of time is needed. Within five calendar days of receipt of the protest, a letter shall be sent to the protester acknowledging receipt of the protest and indicating the projected date by which the protest will be decided. If the protest cannot be decided by the projected date, this information should be provided to the protester in writing, along with a revised estimate of the decision date.

      (2) Protest decisions must be in writing. Even if the decision is to dismiss the protest on a procedural ground (such as lack of timeliness, lack of interested party status), the protest decision should note the allegations of the protest. Protest decisions should be sent by expeditious means to the protester. If the protester has a designated representative, the decision must be sent to the representative. SBA should obtain verification of the receipt of the protest decision and this information should be included in the contract file. If there is a subsequent GAO or Court of Federal Claims protest, the date of receipt of the agency protest may be material. The contract file should include the protest decision and evidence of the protester’s receipt of the protest.

      (3) The CO should make every attempt to resolve the protest through direct negotiations with the offeror with due regard for the need to take corrective action, if appropriate.

      (4) The CO must prepare a report including the elements at FAR 33.104(a)(3)(iv) and assemble the information (including legal analysis) necessary to enable review of the protest and the issuance of a decision by the HCA. The report shall be signed by the CO. In order for the HCA
to render a protest decision within 35 calendar days, the CO shall brief the HCA on the status of the protest within 14 calendar days after receipt of protest, and provide the report to the HCA within 28 calendar days after receipt of the protest. The CO should provide a copy of the protest and the protest decision of the HCA to the OGC.

(5) The CO must report any protest that indicates a lack of responsibility to the Office of the Inspector General.

b. **Protests to the GAO.** Within one (1) day of receipt of a protest, the CO must give notice of the protest to the contractor, if award has been made, or, if no award has been made, to all offerors who appear to have a reasonable prospect of receiving award if the protest is denied. In most instances, the protest will be marked as containing “protected material” or will have a legend reflecting that the protester considers the information nonpublic. Any protest with a legend of that nature, or one filed by the protester “pro se” (that is, by itself and not by counsel) that appears to contain nonpublic information, may not be distributed to other offerors or to SBA personnel who are not involved in the procurement. In that event, the SBA attorney assigned to the protest will request a redacted version from the protester. The CO works with the counsel to the procurement in reviewing the merits of the protest, and preparing the agency report.

c. **Protests in Court of Federal Claims.** When a bid protest is filed with the Court of Federal Claims, the SBA will be represented by the U.S. Department of Justice.

d. Upon receipt of any protest or complaint to the GAO or federal court, the CO must immediately notify the Office of General Counsel.

2. **Disputes and Appeals.**

In accordance with the FAR, the CO must respond promptly with a written decision, including the reasons for each dispute received. The decision must be cleared through the Office of General Counsel before it is communicated to all interested parties.
Chapter 13 (FAR Part 42)
Contract Administration

1. **Post Award Conferences.**

A post award conference will ensure mutual understanding of all contract terms and conditions, and for clarification of any potential issues or misunderstandings. The CO is responsible for convening and chairing the post award conference; however, the COR leads the technical discussions. The CO will:

- Establish the time and place of the conference (must be held not later than one week after award);
- Prepare the agenda;
- Invite appropriate personnel (COR and other relevant personnel); and,
- Invite the contractor.

2. **COR Selection and Appointment.**

   a. **Selection.** The supervisor or higher authority of the requiring activity, who is familiar with the requirement and the nominee’s experience, training, and ability, will normally nominate the COR. Although the request for COR nomination is initiated by the requesting activity by submitting a written request for COR nomination to the CO, appointment of a COR is the CO’s decision/function. The CO will specifically designate the COR’s responsibilities and limitations of authority in the **COR Letter of Appointment** (Appendix A-17). The COR is authorized within the designated limits to ensure timely progress of contract performance.

   b. **Qualifications.** In appointing the COR, the CO must ensure that the individual possesses qualifications and experience commensurate with the authority with which he/she is to be empowered. To ensure this, the CO must verify the COR’s training certificate prior to appointment. A copy of the COR’s training certificate must be placed in the contract file.

   c. **Revocation/Termination of Appointment.** The CO may revoke the COR’s appointment at any time. If a COR needs to be replaced, the CO must be notified sufficiently in advance of reassignment or separation from the Government to permit the CO to have adequate time to select, train and designate a successor, in writing. CORs cannot re-delegate their authorities. CORs must return the signed copy of their appointment letter to the CO.
d. **Disposition of COR Files.** Upon termination of a COR appointment, the COR must promptly transfer the COR files to the successor COR, or forward them to the CO, whichever is instructed by the CO. Upon completion of the contract, the COR must forward the COR files to the CO for inclusion in the official contract file.

e. **Exceeding COR Authority.** The CO will prepare a letter to the COR pointing out the improper action and reminding the COR of the limitations of his/her authority under the COR appointment. It will specifically reserve the right of the Government to take further action against the individual for his/her improper acts. The letter will be forwarded to the COR through his/her department director and supervisor. Depending upon the nature of the abuse, the CO has the authority to revoke the COR appointment immediately. The CO may also take other actions required by law or regulation such as, when appropriate, referring the action to other investigative authorities.

3. **Subcontracting.**

a. **Privity of Contract.** Subcontracting permits SBA contractors to engage other firms (subcontractors) to assist in meeting their contract obligations. The SBA encourages its contractors to subcontract with small businesses (including 8(a) Business Development (BD) program participants, HUBZone Small Businesses, Service-Disabled Veteran-Owned Small Businesses (SDVO SBCs), Women-Owned Small Businesses (WOSBs), and Economically Disadvantaged Women-Owned Small Businesses (EDWOSBs). The prime contractor shall be responsible and accountable for the activity of every subcontractor under the contract. The COR and the CO will not interfere with the privity of contract between the contractor and its subcontractors. The CO will refer questions or issues on privity to OGC.

b. **Approval.** If provided in the contract, the SBA has the right to approve proposed subcontractors before a contractor can award a subcontract. The decision to approve new subcontractors during contract performance will be made in writing by the CO. A subcontractor will not be allowed to begin work until the CO provides written approval.

4. **Termination Procedures.**

The SBA may terminate contracts under two different procedures. The decision to terminate a contract for default or convenience will be made by the CO following a review by OGC. The CO must notify the SPE or the HCA of any decision to terminate.

Effective Date: June 13, 2013
5. **Contract Closeout.**

SBA contracts and small purchases shall be closed out in a timely manner in accordance with the standards established by the FAR, and this Chapter. A completed contract should not be closed if the contract is in litigation, under investigation, or pending a termination action. The CO is primarily responsible for contract closeout.

a. **Responsibilities.** The CO will—

   (1) Determine that the contractor has satisfactorily performed all required contractual obligations;

   (2) Complete and send the closeout memorandum to the COR to request closeout status;

   (3) Ensure that approval from the COR has been received;

   (4) Determine whether all payments to the contractor have been made;

   (5) Complete reconciliation of all advances within sixty days of the final delivery of goods or performance of service, if the contractor received advance payments;

   (6) Determine that all administrative actions have been completed, including claims, settlement of disputes, and litigation, if known;

   (7) Send a letter to the contractor, if required, to resolve SBA property issues and identify any contractor issues that would preclude closeout;

   (8) Collect all funds or fees due from the contractor including set-offs or demands for payments initiated by the SBA;

   (9) Ensure that the official contract file contains all necessary documentation;

   (10) Ensure performance reviews are completed in accordance with FAR Part 42;

   (11) Ensure all issues are resolved;

   (12) Complete the closeout checklist.

b. **Record Management.** Upon contract completion or termination, the CO will obtain the COR working files to the Acquisition Division for incorporation into

---

Effective Date: June 13, 2013

51
c. **Time Standards.** The time standards for closeout of contracts are as follows:

1. Files for contracts using simplified acquisition procedures should be considered closed when the CO receives evidence of receipt of property and final payment, unless otherwise specified by agency regulations.

2. Files for firm-fixed-price contracts, other than those using simplified acquisition procedures, should be closed within 6 months after the date on which the contracting officer receives evidence of physical completion.

3. Files for contracts requiring settlement of indirect cost rates should be closed within 36 months of the month in which the CO receives evidence of physical completion.

4. Files for all other contracts should be closed within 20 months of the month in which the CO receives evidence of physical completion.
Appendix Forms

Memorandum to Client with Instructions for Requesting Ratifications......... A-1
Report Recommending Approval of Ratification Action..................................A-2
Security Requirements – Local Clause............................................................A-3
SBA File Folder Services Purchase Orders and Task Orders up to SAT...........A-4
SBA File Folder Negotiated Acquisitions.....................................................A-5
SBA File Folder Supplies Purchase Orders and Delivery Orders...................A-6
Justification for Other than Full and Open Competition..............................A-7
SBA Form 2255..............................................................................................A-8
Suitability for Contractor Performance Form..............................................A-9
Acquisition Plan Non Complex Acquisitions..............................................A-10
Acquisition Plan Formal..............................................................................A-11
SBA Form 2..................................................................................................A-12
Market Research Form..................................................................................A-13
IGCE Form.....................................................................................................A-14
8(a) Offer Letter............................................................................................A-15
Small Business Review Record.....................................................................A-16
Appointment as Contracting Officer’s Representative Delegation Letter.......A-17
This page intentionally left blank
A-1

Memorandum to Client with Instructions for Requesting Ratifications

MEMORANDUM FOR: Program Office Director/COR

FROM: Contracting Officer

SUBJECT: Instructions for Requesting Ratifications

A determination has been made that an unauthorized commitment has occurred regarding (description of supplies/services received).

When an unauthorized procurement action has occurred, the Responsible Program Official is required to submit to the Acquisition Division a memorandum of all the facts concerning the unauthorized procurement action, including all pertinent records and documents. The memorandum shall include:

(1) A statement regarding the nature of the unauthorized procurement action and the individuals involved, including all managers who knew of the action and allowed it to take place;

(2) A discussion of the program requirements and an explanation of how the unauthorized procurement action occurred, and why it was considered valid and necessary to meet program requirements;

(3) Explain whether or not competition was sought. Provide an explanation of the initial selection of the proposed contractor, (i.e., market research or sole source justification) include names, addresses, phone numbers, and provide quotes received from any other sources that were considered;

(4) A statement of any approvals or clearances received for the unauthorized procurement action, including a listing of who told the contractor to proceed and on what date the contractor was so notified;

(5) A description of the work performed or products furnished, date inspected and accepted, including the date work started for services;

(6) The estimated or agreed to purchase price and the estimated or agreed to completion date and the date when they were agreed to (include how price or cost reasonableness was evaluated and who agreed to it);

Effective Date: June 13, 2013
(7) A copy of the most current invoice;

(8) A description of what has been done to prevent recurrence, including any disciplinary action taken against parties involved;

(9) A description of any attempts made to involve properly authorized procurement personnel before any commitment was made to the contractor (include any factors which prevented such involvement); and

(10) Provide a statement addressing whether or not funds were available at the time of commitment and whether or not they are still available to date.

(11) Any other pertinent information regarding the unauthorized procurement action or the ratification request.

Pursuant to FAR 1.602-3, the determination to ratify the subject action will be based upon the following verifications:

(1) Services have been provided to and accepted by the Government and the Government has obtained a benefit resulting from performance of the unauthorized commitment;
(2) The ratifying official has the authority to enter into a contractual commitment;
(3) The resulting modification would otherwise have been proper if made by an appropriate contracting officer;
(4) The contracting officer reviewing the unauthorized commitment determines the price to be fair and reasonable and recommends payment;
(5) Funds are available and were available at the time the unauthorized commitment was made; and
(6) The ratification is in accordance with any other limitations prescribed under agency procedures.

The ratification request memorandum should be written so as to provide sufficient information and detail that it adequately describes the circumstances and actions that necessitated the unauthorized commitment while including specific wording that addresses the requirements delineated in the above referenced guidelines. The request should also discuss any subsequent practices and safeguards that have been implemented to ensure that the situation does not reoccur.

The memorandum should be signed by the Program Office Director and forwarded to the attention of the Director, Acquisitions Division. If you have any questions, please contact (insert name and phone number of contract specialist).

Effective Date: June 13, 2013
A-2

Report Recommending Approval of Ratification Action

U.S. Small Business Administration

Denver Finance Center
Acquisition Office
721 19th Street, Suite 313
Denver, CO 80202

DETERMINATION AND FINDINGS
Ratification Recommendation for Unauthorized Procurement Action for [insert name]

On the basis of the following findings and determination, I, as Contracting Officer, recommend to the Ratifying Official that the unauthorized commitment described below be ratified. This ratification is authorized by Federal Acquisition Regulation (FAR) §1.602-3(b), and is in accordance with the procedures in FAR §1.602-3(c) and Standard Operation Procedures (SOP) XXXX of the U. S. Small Business Administration (SBA).

Findings

- The following events occurred, which now require ratification.
- Provide the background and history of the unauthorized commitment. Explain why the unauthorized commitment occurred.
- Provide the expired contract number, if applicable, and the period of performance.
- Explain that the supplies or services have been provided to and accepted by the Government or the Government has otherwise obtained a benefit from the performance of the unauthorized commitment.
- Provide what vendor shows as balance due from SBA. List invoices, dates, period of services.
- Provide amount to be paid for the unauthorized commitment. Show reconciliation if ratified amount does not equal vendor amount.
- Explain how price was determined to be reasonable and that money was available at the time the unauthorized commitment was made and is currently available.
- The following documents are attached and incorporated into this memorandum:

Effective Date: June 13, 2013
Attachment 1 – Quote/Information relating to price reasonableness determination
Attachment 2 – E-mail correspondence, if applicable
Attachment 3 – COR statement
Attachment 4 – Purchase Requisition Request (Form 2) showing funds are available
Attachment 5 – Document showing that money was available at the time of the unauthorized commitment
Attachment 6 – FAR 1.602-3, Ratification of Unauthorized Commitments
Attachment 7 – SAM Print out
Attachment 8 – Small Business Review Form
Attachment 9 - Other

**Statements**

**Statement of SBA Employee:**
- I certify that the above facts are accurate.
- A violation of SBA’s procurement policy was inadvertent and will not be knowingly repeated.

__________________________  ___________________________
[insert name of employee and program office]  Date

**Statement of Vendor:**
- The undersigned is the authorized representative of [insert name of vendor] and is authorized to sign on its behalf.
- I certify the above facts regarding actions taken by [insert name of vendor] are accurate.
- As a result of [insert services/supplies] provided to SBA from [insert dates], [insert name of vendor] is owed the sum of [insert sum] by the Government. This sum is based on the cost of [insert information relating to pricing].
- The costs incurred by [insert name of vendor] are supported by [insert services/supplies provided].

__________________________  ___________________________
[name of individual and name of vendor]  Date

**Statement by SBA Supervisor:**
- I am the supervisor of [name of SBA employee providing statement above].

Effective Date: June 13, 2013
• I am aware of the unauthorized procurement action and agree that the violation was inadvertent.
• I have counseled the employee as to the proper method for obtaining this procurement.
• I have taken actions to ensure that such an unauthorized procurement action will not occur in the future.
• Funding is currently available to cure this situation. An SBA Form 2 (Procurement Request) in the amount of [insert sum] is attached.

[insert name, supervisor of program office] Date

Contracting Officer Statement:
• I certify that the stated facts are true to the best of my knowledge.
• Satisfactory [insert services/supplies] have been rendered to the Government and accepted.
• A resulting [order/contract] would otherwise have been proper if made by a Contracting Officer following appropriate procedures.
• The amount proposed by [insert name of vendor] is considered fair and reasonable.
• Funds are available and were available at the time the unauthorized commitment was made.
• This ratification is in accordance with FAR 1.602-3 and with SBA SOP, XXXXX.
• An appointed Contracting Officer has the authority to enter into a contractual commitment for supplies and services received by the Government after approval by the Ratifying Official.

Determination

Therefore, based on the preceding findings and statements, I determine that the ratification of the unauthorized commitment is appropriate and is in the best interests of the Government. I recommend that this action be ratified by the Chief of the SBA Acquisitions Office and that payment be made.

[insert name] Contracting Officer Date

Legal Counsel Statement:
I have reviewed this determination and findings, and its attachments. I concur in the ratification of this unauthorized action.

Effective Date: June 13, 2013
Ratifying Official:
I have the authority to enter into a contractual commitment on behalf of the SBA. Based on the statements above, I ratify the unauthorized action as described in this memorandum and its attachments.

[insert name], Director of Acquisitions Date
A-3

Physical, Personnel and IT Security Requirements – Local Clause

Pursuant to Federal Acquisition Regulation (FAR) clause 52.204-9, incorporated into this solicitation and the resulting contract, each contractor and subcontractor must comply with Agency Personal Identity Verification (PIV) procedures when the contractor and subcontractor will have routine physical access to a federally-controlled facility and/or access to a federally-controlled information system (including, but not limited to, computer systems, networks, or information technology infrastructure).

In addition, each contractor and subcontractor must protect SBA data contained within all SBA or contractor computer systems, which are governed by Agency record disclosure and privacy regulations (13 C.F.R. part 102), IT Security regulations as well as other regulations, and statutes and guidance, including the Privacy Act of 1974, as amended (5 U.S.C. § 552a). The contractor and its subcontractors will be held accountable for adherence to these statutes, regulations and guidance, as well as following SBA requirements described in this clause. Thus, anytime the term contractor is used, it shall be meant to include the contractor and all of its subcontractors working on this contract that have access to a federally-controlled facility and/or routine access to a federally-controlled information system (including, but not limited to, computer systems, networks, or IT infrastructure).

In addition, various Federal requirements obligate SBA to establish controls to limit access to PII and sensitive information, as defined below, to authorized personnel. These include OMB Circular A-130, Appendix III, and OMB Memoranda M-07-16, M-06-16, M-06-15, M-10-25, M-10-26, and M-10-27.

a. General. The contractor, within 30 days of contract award, must develop a final Systems Security Plan (SSP), which shall be updated at least annually, if the contractor will be performing work and accessing Federally-controlled information systems at the contractor’s site. The SSP will be reviewed by the COR or designated technical point of contact. The SSP must establish administrative, technical, and physical security measures at the contractor’s computer facility to protect sensitive and personally identifiable information (PII) from unauthorized disclosure, alteration, or misuse; prevent unauthorized access to the contractor’s computer system; and protect the availability of data and services to SBA. Sensitive information includes: Sensitive but Unclassified (SBU) information; procurement sensitive information; For Official Use Only (FOUO) information; information generated by or in the possession of SBA that is commercially valuable, trade secret, market sensitive, proprietary, related to an SBA enforcement or examination matter, subject to privilege, protected by the Privacy Act (5 U.S.C. § 552a), or otherwise deemed sensitive, confidential or non-public by an SBA office head, and is not otherwise available to the public. This definition applies to sensitive information in any form, including documents, electronic mail, computer files,

Effective Date: June 13, 2013
conversations, and audio or video recordings. Examples of sensitive information include corporate financial data provided to SBA that has not been made public; SBA planned or contemplated courses of action regarding SBA examinations, investigations, and enforcement actions; and SBA personnel information covered by the Privacy Act, 5 U.S.C. § 552a.

b. Protection of Sensitive and PII Data. Physical access to the contractor’s office areas that contain sensitive and PII SBA data, including SBA loan and any other data subsequently identified by SBA as sensitive or PII, must be controlled to prevent unauthorized personnel from acquiring access to this data. Log-on passwords, identifiers, and access procedures must be safeguarded from unauthorized use and disclosure. Contractor personnel must comply as follows:

1. SBA Form 1228 “Computer Access/Clearance Form” (available from the SBA’s Employee Gateway page) must be read and signed.
2. Passwords must be changed every 90 days.
3. The contractor shall notify the COR as soon as it is known that a contractor will no longer be working on the contract. The contractor’s project manager must ensure that all personnel leaving this contract return all issued identification and any government property no later than the last day of their employment on the contract. Such identification and property must then be provided to the COR within 24 hours.
4. The contractor must not release SBA data outside of its facility, either orally or in written form, without the express written consent of the SBA COR. The contractor must refer all requests for SBA data to the assigned SBA COR for action.
5. SBA reserves the right to inspect the contractor’s security measures, data handling procedures and other security safeguards to determine the security posture of the contractor facility. The contractor shall provide SBA access to the contractor’s and subcontractor’s facilities, installations, operations, documentation, databases, and personnel used in performance of this contract, with no additional cost to SBA. Authorized SBA personnel include the Chief Information Security Officer (CISO), the Contracting Officer (CO), the COR, the Office of Inspector General (OIG) and other personnel designated by the Chief Information Officer (CIO).
6. Weaknesses in physical, personnel, or computer security noted by SBA during the accreditation process must be corrected as specified by the CISO. Quarterly updates of the status of the corrective actions must be in writing and forwarded through the COR to the information system owner.
7. Contingency plans must be implemented and tested annually, at a minimum, to avoid loss of SBA data and to minimize, within the provisions of the contract, the impact of contingencies (environmental failures, fire, severe weather, natural disasters, etc.) on services provided to SBA. Contractors must develop
and provide plans for responding to security incidents, as that term is used in OMB Circular A-130, Appendix III, involving sensitive data and PII, and procedures for making any changes to the data processing environment. Documentation must be provided to the COR within 30 days from the date of contract award. (See NIST 800 53, as revised.)

c. Information Handling and Disposition.

(1) Sensitive data and PII when distributed electronically must be protected against unauthorized disclosure and modification. At a minimum, draft and final documents must be encrypted.

(2) The CO’s approval is required prior to engaging in any contractual relationship (subcontractor) in support of this contract requiring the disclosure of sensitive information received under, generated under, or relating to this contract. The contractor support team will be required to abide by government and Agency guidance for protecting sensitive data and PII. Any such information made available in any format will be used only for the purpose of carrying out the provisions of this agreement. Such information will not be divulged or made known in any manner to anyone outside the Agency or removed from approved work sites without approval from the COR or other authorized SBA personnel. The contractor support team will immediately notify the COR upon discovery of any inadvertent disclosures of information. The contractor will not disclose sensitive or proprietary information of, or in the possession of, SBA or any of its operating units, contractors, or business partners to unauthorized persons. The contractor will be subjected to any and all penalties imposed by law for unlawful disclosure of SBA information which may include termination of the contract.

(3) Sensitive data and PII, and/or equipment will only be disclosed to authorized personnel with “a need-to-know” as described in the contract or order. The contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established prior to storing SBA data to ensure the security and confidentiality of this information. Data containing PII information is prohibited from being used as test data or stored in a non production-processing environment for development/testing.

(4) All contracts supporting SBA’s Information Systems shall require Internet Protocol Version 6 (IPv6) compliant products to be included in all new IT acquisitions using Internet protocol.

d. Contractor Background Investigations. The following guidelines apply to contractor background investigations:

Effective Date: June 13, 2013
Office of Management and Budget (OMB) Circular A-130 requires that as a condition for access to Government Automated Information System (AIS) (including data), SBA must screen contractor personnel commensurate with the level of risk presented by their access to sensitive SBA systems. Not all SBA automated information systems (AIS) and data are considered sensitive. SBA policy is to perform background investigations on personnel accessing sensitive data and PII to perform their primary job functions. (See SOP 90 47 3.)

SBA designates all contractor positions requiring access to AIS and physical access to a federally-controlled facility as Moderate Risk and requires a minimum background investigation (MBI) or higher level, if required by SBA, for all such contractor employees. An adjudicated background investigation is required for all contractor personnel who cannot show positive results of a recent MBI (one that was successfully adjudicated within the last five years or the contractor has not had a break as a contractor from the Federal Government exceeding two years) or higher level investigation, such as a Limited Background Investigation or other background investigation. The COR or designated staff may assign each contract labor category a higher security sensitivity rating, which will determine the type of background investigation to be performed for that labor position.

The Office of Security Operations (OSO) in the Office of Inspector General, Office of Investigations, will coordinate with the Office of Personnel Management (OPM), which will perform all required investigations. Any background investigation received by a contractor prior to employment on an SBA contract must have been conducted by OPM (or contracting firm approved by Defense Security Service (DSS) and/or OPM.) In order to be accepted by SBA, a contractor’s background investigation must be reviewed and approved by OSO to determine if it meets OPM’s standards.

The background investigation must also meet the requirements applicable to all other SBA contractor personnel. DEVIATION: SBA will pay OPM directly the total cost for each investigation (cost is subject to an increase by OPM each fiscal year). The FY 2012 cost is approximately $750 per investigation. Background investigations are not required if the contractor is not working in an SBA facility, not accessing an SBA information system, and working with non-sensitive, non-personally identifiable data.

Investigation results will be reviewed by OSO for adjudication. The COR will be informed of any issues requiring additional action by the contractor.

The COR will request the contractor to complete the SBA Form 1228 “Computer Access/Clearance Form” and provide additional information (e.g., social security number, date and place of birth, position description). This information will be submitted to OSO to initiate the clearance process.

Effective Date: June 13, 2013
e. Designation of a System Security Officer (SSO). The contractor shall designate a management official responsible for fulfilling the responsibilities of an SSO who is knowledgeable in information technology and computer security methodology if the contractor will be performing work and accessing Federally-controlled information systems at the contractor’s site. The SSO shall:

1. Ensure that an appropriate level of physical, operational, and technical security is maintained to protect the computing environment(s) and facility that process SBA information, and the information is processed in accordance with SBA policy. This must include implementing controls described in an SBA approved System Security Plan and ensuring vulnerability scanning is routinely conducted for all devices supporting Agency operations. Scanning should also be conducted by the contractor’s external auditors as a part of the scope of the SAS 70 Type II evaluation.

2. Assist SBA’s CISO in the investigation of information technology security breaches that affect processing at the contractor’s facility.

3. Implement, at the direction of SBA’s CISO, SBA AIS security policies, procedures, and standards that affect systems that process SBA information at the contractor’s facility.

4. Support SBA’s CISO in maintaining the system security plan and in conducting periodic information security audits and internal control reviews. Reviews will be scheduled and conducted at least every three years, and additionally, as required by changes in the system, data, and operating environment.

5. Recommend security enhancements and improvements where appropriate.

6. Ensure the timely correction or remediation of discrepancies found during the periodic information security audits and internal control reviews.

7. Ensure that an accurate inventory list of all networking devices and licensed software products is maintained.

8. Ensure that security patches and updates are applied to SBA-owned, contractor operated computing devices in a timely fashion.

9. Notify information system owner of all security incidents immediately after they are discovered. Detailed follow-up reports must be submitted to the CISO describing the incidents, successful/unsuccessful network penetrations, root or user account compromises, denial of service attacks, website defacing attacks, malicious code, viruses, probes and scans, etc.

10. Ensure that all contractors with access to SBA’s IT systems and/or sensitive data and PII, complete the annual Computer Security Awareness Training (CSAT) and report status of completion to SBA for tracking. New contractors must complete the CSAT within 45 days from starting to work as an SBA contractor.

11. Provide SBA with a copy of the facility’s Statement of Auditing Standard 70 (SAS-70) in accordance with Federal guidelines over hosted applications as outlined in NIST 800-53, Recommended Security Controls for Federal
Information Systems and Organizations and provisions of OMB Bulletin 07-04, Audit Requirements for Federal Financial Statements. The SAS-70 is a “Report on the Processing of Transactions by Service Organizations” where professional standards are set up to audit and assess internal controls of that specific service organization. In this instance, the specific organization would be the outsourcing facility that hosts and/or processes data belonging to SBA. The SAS-70 serves as SBA’s verification that the facility has satisfactory controls and safeguards in place to protect Agency data housed at a third party service provider.

(12) SBA system owners will ensure that all contractors that have been granted access to one or more of SBA’s information systems are provided with a copy of the system’s “Rules of Behavior” which is a group of standards detailing permissible actions while using the system.

f. Service Level for Reporting, Review and Resolution. SBA system owners and contractors hosting SBA systems off-site, must ensure the system is capable of logging and the logging feature is enabled. Logs should capture account, name, normal and exceptional activities time, data and source of occurrence. Logs for privileged accounts (e.g., administrator, auditor, database administrator) must be set up to capture all activities carried out with these accounts with controls that cannot be altered by an individual. The contractor shall include in their proposal an established process and designated resources for the review and monitoring of such logs.

(1) Frequency of review of system and audit logs
   a. Logs must be reviewed daily.
   b. Critical and High alerts must be addressed within one hour.

(2) Log Retention
   a. Logs must be kept for at least 90 days before deleting. After 90 days, logs must be archived offline.
   b. Archived logs must be kept for at least one year.

(3) Turn-around time for reporting of events such as security incidents and violations.
   a. Security incidents and violations need to be reported to SBA within one hour.

(4) Turn-around time for resolution of reported security problems
   a. Reported security problems must be resolved within three business days of initial report.

(5) Turn-around time for applying approved security patches, updates and changes
   a. Security patches, updates and changes need to be applied within one week from release date. However, quality assurance testing must be done on all patches, updates and changes before they are applied.

(6) Submission of reports such as periodic problems, audit and system reports
a. Weekly report submission is required.

g. SBA Information Technology Security Program Requirements. The following Federal laws, OMB/NIST/SBA Policies and Guidelines are applicable to operating or hosting all SBA systems. See documents and links below:

*SBA’s IT Security Policies*

Please access the website to review and comply with the following SOPs pertaining to SBA’s Information Security Program:

- SBA Standard Operating Procedure (SOP) 90 43, Personal Identity Verification (PIV) Credentials to Access SBA’s Facilities, Network and Information System OCIO
- SBA Standard Operating Procedure (SOP) 90 47 3, Information Systems Security Program
- SBA Standard Operating Procedure (SOP) 90 49 1, Appropriate Use of SBA’s Automated Information Systems
- Standard Operating Procedure (SOP) 90 50, Breach Notification Response Plan

Upon request, the contracting officer or the COR will provide you with copies of the following documents:

- SBA Procedural Notice 9000-1984 Password Management for SBA Financial and Information Systems
- SBA Procedural Notice 9000-1982 Reminder to Protect Sensitive Data and PII

SBA Procedural Notice 9000-1709: Protecting End User Files Containing Sensitive and Personally Identifiable Information

- SBA Information Notice 9000-1241: New Internet Monitor (November 22, 2000)
- SBA Information Notice 9000-1227: Computer Security Reminder, (September 21, 2000)
- SBA Information Notice 9000-1205: E-Mail Passwords (April 13, 2000)
- SBA Procedural Notice 9000-1383: Managing Security Alerts and Vendor Patches (October 22, 2000)
- SBA Procedural Notice 9000-1388: Information Technology System Interconnection Requirements (November 19, 2002)
- SBA Procedural Notice 9000-1391: Storage Media Handling and Disposal (November 26, 2002)
• SBA Procedural Notice 9000-1797 Computer Security Awareness and Training (May 14, 2009)
• SBA Procedural Notice 9000-1397: Telecommuting Security Policy (December 27, 2002)
• SBA Policy Notice 9000-1830: Wireless Security Policy (October 14, 2009)

Public Law and Statutes
http://www.whitehouse.gov/omb
• Privacy Act of 1974 (5 U.S.C. § 552a)
• Freedom of Information Act (5 U.S.C. § 522b)
• Computer Security Act of 1987 (P.L. 100-235, as amended)

Office of Management and Budget (OMB) Circulars and Bulletins:
http://www.whitehouse.gov/omb

Effective Date: June 13, 2013
• Executive Order (EO) 12656, Assignment of Emergency Preparedness Responsibilities (COOP Plans), Nov. 18, 1988, as amended by EO 13074, Feb. 9, 1998;
• EO 13011, Federal Information Technology, July 16, 1996;
• OMB Circular No. A-130, Appendix III establishes a minimum set of controls to be included in the Federal automated information security programs and links agency automated information security programs and agency management control systems established in accordance with OMB Circular No. A-123; OMB Bulletin 90-08, Guidance for Preparation and Submission of Security Plans for Federal Computer Systems that Contain Sensitive Information, July 9, 1990;
• Homeland Security Presidential Directive (HSPD-7), Critical Infrastructure Identification, Prioritization and Protection;
• HSPD-12, Policy for a Common Identification Standard for Federal Employees and Contractors;
• M-05-16 – Regulation on Maintaining Telecommunication Services During a Crisis or Emergency in Federally-owned Buildings;
• M-06-16 – Protection of Sensitive Agency Information;
• M-06-20 – FY 2006 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management;
• M-06-15 – Safeguarding Personally Identifiable Information;
• M-06-19 – Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments;
• M-07-11 – Implementation of commonly Accepted Security Configurations for Windows Operating Systems, March 22, 2007;
• FIPS-201, Personal Identity Verification (PIV) of Federal Employees and Contractors;
• FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems;
• FIPS PUB 200, Minimum Security Requirements for Federal Information Systems;
• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-18, Revision 1, Guide for Developing Security Plans for Federal Information Systems;
• NIST SP 800-37, Guide for the Security Certification and Accreditation of Federal information Systems;
• NIST SP 800-53, Recommended Security Controls for Federal Information Systems, and referenced supplemental guidance documents;
• NIST SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories.
Services Purchase Orders and Task Orders up to the SAT

**SBA Acquisition Division File Folder Index # 1**

<table>
<thead>
<tr>
<th>Order Number:</th>
<th>Parent Contract Number (FSS, GWAC, IDIQ, etc):</th>
<th>Total Award Value:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total # of OPTIONS:</td>
<td>Contractor:</td>
<td></td>
</tr>
</tbody>
</table>

**Base POP DATE:**

**Service Description:**

<table>
<thead>
<tr>
<th>Check One:</th>
<th>Filed-Price</th>
<th>Cost</th>
<th>Time and Materials</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check One:</td>
<td>Commercial Service</td>
<td>Non-commercial Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check One:</td>
<td>Seperable Service</td>
<td>Non-Seperable Service Hybrid</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FILE CONTENT</th>
<th>TAB</th>
<th>N/A</th>
<th>FILED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requisition or Funding Document</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial SOO / SOW / PWS</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Independent Government Estimate</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Market Research</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acquisition Planning and Small Business Utilization Form (if applicable)</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Justification and Approvals / Determinations and Findings/ Waivers and Other Required Documentation (Documentation Limiting Competition)</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advertising and Competition Requirements (eBuy posting, FBO posting, or vendor list)</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solicitation Review and Approval [Peer, Team, Branch, Solicitor]</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solicitation</td>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unsuccessful Quotes</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Misc. Correspondence</td>
<td>11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Successful Quote</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CCR, ORCA, EPLS</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Award Summary [including evaluation of offers]</td>
<td>14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Award Review and Approval [Peer, Team, Branch, Solicitor]</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FPDS-NG</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final SOO / SOW / PWS</td>
<td>17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Review Checklist</td>
<td>18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Award Document [Purchase Order or Delivery Order]</td>
<td>19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COR/COTR Documentation</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Misc. Post-Award Documentation</td>
<td>21</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Modifications [each tabbed separately]</td>
<td>22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>INVOICES (is separate folder required?)</td>
<td>Yes, see sub-Folder #</td>
<td>23</td>
<td></td>
</tr>
<tr>
<td>Order Closeout Documentation</td>
<td>24</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Required Activity Contact Information:**

SBA ACQUISITION DIVISION
SBA Acquisition Division File Folder Index
Version 1.0, JULY 1, 2011
## Negotiated Acquisitions

**Effective Date:** June 13, 2013

<table>
<thead>
<tr>
<th>SECTION I - ACQUISITION PLANNING</th>
<th>TAB</th>
<th>FILED</th>
<th>N/A</th>
<th>SECTION IV - AWARD</th>
<th>TAB</th>
<th>FILED</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>REQUISITION OR FUNDING DOCUMENT</td>
<td>1</td>
<td></td>
<td></td>
<td>AWARD Review &amp; Approval (Perc, Legal, etc)</td>
<td>21</td>
<td></td>
<td></td>
</tr>
<tr>
<td>INITIAL SOW/SOOP/PAWS</td>
<td>2</td>
<td></td>
<td></td>
<td>FPMR - NS</td>
<td>22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>INDEPENDENT GOVERNMENT ESTIMATE</td>
<td>3</td>
<td></td>
<td></td>
<td>CONTRACT REVIEW CHECKLIST</td>
<td>23</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(GE)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MARKET RESEARCH</td>
<td>4</td>
<td></td>
<td></td>
<td>FINAL SOW/SOOP/PAWS</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACQUISITION PLANNING DOCUMENTATION</td>
<td>5</td>
<td></td>
<td></td>
<td>AWARD DOCUMENT (PURCHASE ORDER OR TASK ORDER)</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ J&amp;A/DSF / SBA SCREENING FORM, etc.</td>
<td>6</td>
<td></td>
<td></td>
<td>MODIFICATIONS (TABBED SEPARATELY WITH INDEP)</td>
<td>26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Documentation Limiting Competition</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ DSF for Options, T&amp;M/LH</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ SBA SCREENING FORM</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION II - SOLICITATION</th>
<th>TAB</th>
<th>FILED</th>
<th>N/A</th>
<th>SECTION V - POST-AWARD</th>
<th>TAB</th>
<th>FILED</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>MISC. PRE-AWARD CORRESPONDENCE</td>
<td>7</td>
<td></td>
<td></td>
<td>CORRector DOCUMENTATION (TRAINING, APPOINTMENT LETTER)</td>
<td>28</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADVERTISING &amp; COMPETITION (e-Buy, FBO)</td>
<td>8</td>
<td></td>
<td></td>
<td>NOTICE TO UNSUCCESSFUL OFFERORS AND DEBRIEFINGS</td>
<td>29</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SOLICITATION REVIEW AND APPROVAL</td>
<td>9</td>
<td></td>
<td></td>
<td>SUBCONTRACTING PLAN (and related documents)</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SOLICITATION AMENDMENTS (QA, etc.)</td>
<td>10</td>
<td></td>
<td></td>
<td>GASP or CONTRACT ADMINISTRATION PLAN</td>
<td>31</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SECURITY DOCUMENTATION - Security forms (DD 254)</td>
<td>32</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION III - AWARD DECISION</th>
<th>TAB</th>
<th>FILED</th>
<th>N/A</th>
<th>SECTION V - POST-AWARD</th>
<th>TAB</th>
<th>FILED</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>RECORD OF ORAL PRESENTATIONS</td>
<td>11</td>
<td></td>
<td></td>
<td>RECORD OF POST-AWARD CORRESPONDENCE</td>
<td>33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>UNSUCCESSFUL PROPOSALS (turn to CD or cross-referenced if filed elsewhere)</td>
<td>12</td>
<td></td>
<td></td>
<td>INVOICES</td>
<td>34</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SOURCE SELECTION EVALUATION TEAM APPOINTMENTS</td>
<td>13</td>
<td></td>
<td></td>
<td>INTERIM POST PERFORMANCE EVALUATIONS</td>
<td>35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TECHNICAL EVALUATION</td>
<td>14</td>
<td></td>
<td></td>
<td>DISPUTES CLAIMS</td>
<td>36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMPETITIVE RANGE DETERMINATION</td>
<td>15</td>
<td></td>
<td></td>
<td>CONTRACT COMPLETION STATEMENT</td>
<td>37</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RECORD OF EXCHANGES</td>
<td>16</td>
<td></td>
<td></td>
<td>POC CONTACT INFO:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COR, ORDA, EPS</td>
<td>17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRICE NEGOTIATION MEMORANDUM</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SOURCE SELECTION DECISION</td>
<td>19</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUCCESSFUL PROPOSAL</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SBA Acquisition Division File Folder Index Services Purchase Orders and Task Orders up to the SAT, Revision July 1, 2011**
INDEX #3

Supplies Purchase Orders and Delivery Orders

SBA Acquisition Division File Folder Index # 3

Order Number: ____________  Parent Contract Number (FSS, GWAC, IDIQ, etc): ____________
Total Award Value: ____________  Contractor: ____________
Base POP DATE: ____________  Total # of OPTIONS: ____________

Service Description: ____________  NAICS Code: ____________  FSC: ____________

Check One: □ Fixed-Price  □ Cost  □ Time and Materials  □ Other ____________
Check One: □ Commercial Service  □ Non-commercial Service
Check One: □ Severeable Service  □ Non-Severable Service Hybrid

<table>
<thead>
<tr>
<th>FILE CONTENT</th>
<th>TAB</th>
<th>N/A</th>
<th>FILED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requisition or Funding Document</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Market Research</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acquisition Planning and Small Business Utilization Form (if applicable)</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Justification and Approvals / Determinations and Findings/ Waivers and Other Required Documentation (Documentation Limiting Competition)</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advertising and Competition Requirements (eBay posting, FBO posting, or vendor list)</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solicitation Review and Approval [Peer, Team, Branch, Solicitor]</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solicitation</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Abstract of Quotes (including copies of all quotes received)</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Misc. Correspondence</td>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Successful Quote</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CCR, ORCA, EPLS</td>
<td>11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Award Summary</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Award Review and Approval [Peer, Team, Branch, Solicitor]</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FPDS-NG</td>
<td>14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final SOO / SOW / PWS</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Review Checklist</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Award Document [Purchase Order or Delivery Order]</td>
<td>17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Modifications [each tabbed separately]</td>
<td>18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Order Closeout Documentation</td>
<td>19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>INVOICES (is separate folder required?) □ Yes, see sub-Folder # ____________</td>
<td>20</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SBA Acquisition Division
Supplies Purchase Orders and Delivery Orders
Version 1.0 – July 1, 2011

Effective Date: June 13, 2013

82
A-7

Justification for Other than Full and Open Competition

Name of Office Originating the Requirement: Identification Number (purchase request/solicitation number):

1. Identification of the agency and the program office (including the point person and the person’s phone number), and specific identification of the document as a “Justification for Other than Full and Open Competition.”

2. The nature and/or description of the action being approved, i.e. sole source, limited competition, establishment of a new source, etc.

3. A description of the supplies or services required to meet the agency’s needs and estimated value.

4. The statutory authority permitting other than full and open competition.

5. A statement demonstrating the unique qualifications of the proposed contractor or the nature of the action requiring the use of the authority.

6. A description of the market research conducted and efforts made to ensure that offers were solicited from as many potential sources as is practicable. Attach a copy of information supporting your market research. Include whether or not a FedBizOps announcement was made and what response, if any, was received. Include a list of interested sources. Include the exception under FAR 5.202 when not synopsizing. Describe whether any additional or similar requirements are anticipated in the future. (This may not be included as an addendum, but must be in the body of the JOFOC.)

Effective Date: June 13, 2013
7. Cite the anticipated dollar value of the proposed acquisition including options if applicable and a determination by the Contracting Officer that the anticipated cost to the Government will be fair and reasonable.

8. Any other facts supporting the use of other than full and open competition, such as:
   a. Explanation of why technical data packages, specifications, engineering descriptions, statements of work or purchase descriptions suitable for full and open competition have not been developed or are not available.
   b. When FAR Subpart 6.302-1 is cited for follow on acquisition as described in FAR 6.302-1(a)(2)(ii), an estimate of cost to the Government that would be duplicated and how the estimate was derived.
   c. When FAR 6.302-2 is cited, data, estimated cost, or other rationale as to the extent and nature of the harm to the Government.

9. A statement of actions the agency may take to remove or overcome any barriers to competition if subsequent acquisitions are anticipated.
The information contained in this Justification for Other than Full and Open Competition, including any supporting documents, is certified accurate and complete to the best of my knowledge and belief.

**Acquisition Initiator**

________________________________________________________________________

Signature __________________ Date __________

**Contracting Officer**

________________________________________________________________________

Signature __________________ Date __________

**Reviews and Approvals**

(See FAR 6.2, 6.3 and 6.5 for review and approval requirements under specific circumstances)

**Contracting Activity Program Senior Official** (or designee) __________________

Signature __________________ Date __________

**Legal Counsel** (if > $650,000) ________________

Signature __________________ Date __________

**Contracting Activity Competition Advocate**

(if > $650,000) __________________

Signature __________________ Date __________

**Head of Contract Activity**

________________________________________________________________________

Signature __________________ Date __________

**Senior Procurement Executive**

________________________________________________________________________

Signature __________________ Date __________

Effective Date: June 13, 2013
A-8

SBA Form 2255

Purpose & Instructions:

**Purpose:** SBA's program offices are being asked to provide their planned acquisitions for FY 2013 to ensure prudent financial management of agency resources.

**Instructions:** In the excel format provided on the following tab, please input the required information for EVERY procurement your office anticipates to request during FY 2013. If your program office will be requesting more than 20 contracts in FY 2013, please save additional copies of this file with appropriate naming conventions ([Office name] - Part 1, Part 2, etc.) and submit to OCFO.

Definitions of Requested Fields:

*Input information in the first 10 fields for ALL expected procurements in FY 2013*

1. **Contact Persons:** Office Name - Enter the name of the SBA office with budgetary resources to obligate for each procurement; Unit Manager - The manager in charge of the program office requesting this procurement; Proposed COR - The program office Representative who will be working the contract; Program Manager - The procurement's Program Manager (If applicable).

2. **Project Title and Statement of Need** - Provide a brief description of the procurement's general title and a statement of need.

3. **Type of Procurement** - Indicate whether the procurement you are planning will be a new contract; modification to an existing contract; task order against an existing contract or BPA; or the exercise of an option year on an existing contract.

4. **Existing Contract Number** - For each procurement that is attached to a previously awarded contact, enter the associated SBA Contract# into this field.

5. **Period of Performance:** Expected Submission Date of Procurement Package - Enter the date that each procurement package will be submitted to the acquisition division by the requesting program office; Anticipated Need Date for Performance or Delivery of Goods - Enter the date that the requesting program office expects goods to be delivered or services under the contract to start; Projected Contract Duration in terms of total # of months (Includes Option Years) - Enter the expected period of performance for each contract, including option years, in terms of the total # of months (Ex: 1 Year = 12 months, 1 year + 4 option years = 60 months).

6. **Expected Cost Estimates** - Enter the estimated initial award amount as well as the estimated total award including the cost of all options years. Submit as a separate attachment the basis for this estimate.

7. **Proposed Competition Type** - Select the type of competition expected for each procurement.

8. **Market Research** - Enter three potential sources for vendors to deliver/perform the goods/services being requested based on the program office's market research.

9. **Procurement Category** - Select the category of procurements that best describes each request. (IT/Computer Related procurements must enter additional information)

10. **Inherently Governmental Work** - Indicate whether the acquisition is for services above $150K, the simplified acquisition threshold. If yes, the program office will have to complete additional documentation to address "inherently governmental" work as defined in OMB Policy Memo 11-01 until any acquisition begins.

Effective Date: June 13, 2013
**Input information in these 4 fields for IT-related procurements only in FY 20XX.**

11. **Nature of IT Work.** - Select the nature of IT work for each IT related procurement.
12. **IT Life Cycle State.** - Indicate which life cycle state this IT procurement is currently in.
13. **Capital Planning & Investment Control.** - Provide the capital planning and investment control details requested for each IT procurement.
14. **Proposed Cost Type.** - Select the costing structure for each IT procurement.

### Advanced Acquisition Strategy: FY

<table>
<thead>
<tr>
<th>Question</th>
<th>Item Description</th>
<th>Contract #1 Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Contact Persons</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Office Name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Unit Manager:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Proposed COR:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Project Manager:</td>
<td></td>
</tr>
<tr>
<td>2. Project Title &amp; Statement of Need</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Type of Procurement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. New Effort</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Modification to Existing Contract</td>
<td>(Include Contract Number in #4)</td>
<td></td>
</tr>
<tr>
<td>c. Task Order (Include Contract or BPA Number in #4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Exercise of an option year (Include Contract Number in #4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Existing Contract Number</td>
<td>If Applicable, enter the contract number associated with this acquisition:</td>
<td></td>
</tr>
<tr>
<td>5. Period of Performance</td>
<td>Expected Submission Date of Procurement Package:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Anticipated Need Date for Performance or Delivery of Goods:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Projected Contract Duration in terms of total # of months (Includes Option Years):</td>
<td></td>
</tr>
<tr>
<td>6. Expected Cost Estimates</td>
<td>Est. Initial Award Amount (min):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Est. Total Award Amount (Include all option years):</td>
<td></td>
</tr>
<tr>
<td>7. Proposed Competition Type</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Full and Open Competition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Small Business Set-aside</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. 8(a) sole source</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. 8(a) set-aside (competitive)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. HUBZone sole source</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Market Research</td>
<td>Potential Source 1:</td>
<td></td>
</tr>
<tr>
<td>--------------------</td>
<td>--------------------</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Potential Source 2:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Potential Source 3:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. Procurement Category</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Services – General</td>
<td>b. Services – Management</td>
</tr>
<tr>
<td>c. Advisory or Assistance Service</td>
<td>d. Office Furniture/Office Supplies</td>
</tr>
<tr>
<td>e. General and Administrative Support</td>
<td>f. Training – Services</td>
</tr>
<tr>
<td>g. Training – Facilities</td>
<td>h. Commercial Item or Service</td>
</tr>
<tr>
<td>i. Construction</td>
<td>j. IT/Computer Related (complete additional info)</td>
</tr>
<tr>
<td>k. Other</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10. Inherently Governmental Work</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this a contract for Services above $150K (Yes/No): (If yes, you will need to prepare documentation complying with OMB Policy Memo 11-01 before any acquisition can go forward)</td>
<td></td>
</tr>
</tbody>
</table>

**Information for IT Contracts** (This section must be completed when the proposed acquisition includes budgeted IT costs)

<table>
<thead>
<tr>
<th>11. Nature of IT Work</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Maintenance</td>
<td>b. Development</td>
</tr>
<tr>
<td>c. Mixed</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12. IT Lifecycle State Type</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Planning</td>
<td>b. Acquisition</td>
</tr>
<tr>
<td>c. Development</td>
<td>d. Maintenance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13. Capital Planning &amp; Investment Control</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>BTIC Briefed and Approved (Yes/No):</td>
<td>Will Require BTIC Brief and Approval (Yes/No):</td>
</tr>
</tbody>
</table>
### 14. Proposed Cost Type

<table>
<thead>
<tr>
<th>Needs Statement Completed (Yes/No):</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Firm Fixed Price</td>
</tr>
<tr>
<td>b. Fixed Price Labor Rate</td>
</tr>
<tr>
<td>c. Time &amp; Materials</td>
</tr>
<tr>
<td>d. Share In Savings</td>
</tr>
</tbody>
</table>

This page intentionally left blank
Suitability for Contractor Performance Form

Office Name: [Insert]
COR Name: [Insert]
Requisition or Contract Number: [Insert]
Common Contract Name or Reference: [Insert]

The work to be performed under this contract for the purposes described in the requisition documentation is determined to be suitable for outsourcing consistent with applicable agency policy for the following reasons:

1. Functions to be contracted do not appear on the list of inherently governmental functions in OFPP Memo 11-01, Appendix A.
2. Functions to be contracted are not identified in statute as an inherently governmental function.
3. Functions to be contracted do not otherwise qualify as inherently governmental because it does not involve the exercise of sovereign powers (e.g., sentencing a person).
4. Functions to be contracted do not otherwise qualify as inherently governmental as defined in OFPP Memo 11-01, §5-1(a).
5. The proposed role for the contractor is not so extensive that the ability of senior agency management to develop and consider options or take an alternative course of action is or would be preempted or inappropriately restricted.
6. If the function is closely associated with an inherently governmental one—
   (i) Special consideration has been given to using Federal employees to perform the function in accordance with applicable law and implementing guidance;
   (ii) the program office has sufficient capacity and capability to give special management attention to contractor performance, limit or guide the contractor's exercise of discretion, ensure reasonable identification of contractors and contractor

---

1 For example, it does not require the exercise of discretion, which would commit the government to a course of action where two or more alternative courses of action exist. Also, any decision making is limited by guidance that identifies specified ranges of acceptable decision or conduct and subjects the decision or conduct to meaningful oversight and final approval by agency officials.

Effective Date: June 13, 2013
work products, avoid or mitigate conflicts of interest, and preclude unauthorized personal services;

(iii) The program office will comply with the checklist of responsibilities in OFPP Memo 11-01, Appendix C.

(7) If the function is a critical function, the agency has sufficient internal capability to control its mission and operations as set forth in OFPP Memo 11-01, §5-1(b).²

Explain whether any of the functions are closely associated with inherently governmental functions or critical functions. Provide any additional justification or analysis here, including any cost analysis if applicable (or as an attachment):

Attach Statement of Work to this form.

Concur [ ] Does not Concur [ ]

Associate Administrator or
Program Office Head [Signature]

Chief Human Capital Officer,
Office of Human Resources
Solutions
[Insert Name]

[Insert Name]

---

² Sufficient internal capability generally requires an agency to have adequate positions filled by Federal employees with appropriate training, experience and expertise to properly manage the contractor’s work product and continue critical operations in-house in the event of a contractor default. It also requires that an agency have the ability and internal expertise to oversee and manage any contractor used to support the Federal workforce.

Effective Date: June 13, 2013
A-10

Acquisition Plan Non Complex Acquisitions
(Cost < than $150K and Period of Performance 12 months or less)

Requiring Office: Provide Office, Contact Name and Phone #

Statement of Need: Provide a brief statement of need, i.e. specifically, what is to be procured by this effort.

Risk: Describe the risk or impact if this effort is not completed.

Need by Planning Date: Generally, supplies have delivery dates, services have periods of performance. This date should be a definitive date based on Procurement Acquisition Lead Times (PALT) and all other efforts associated with this effort. ASAP is not a valid response. PALT for this category will typically range from 30-120 calendar days. Need by dates in 1st Qtr of the FY should include planning for the extensive holiday periods. The clock for PALT to start begins when the full funding and all supporting documentation are properly transmitted through Oracle (financial system) to Prism (contacting system).

- Delivery Date (Supplies):
- Or Period of Performance (Service): Provide a range, i.e. May 1, 11 – Sep 30, 11

Options required (for recurring need): Yes _____ No _ (The total period of performance cannot exceed 12 months. If options are needed/desired, the base and the options cannot exceed 12 months.)

- How many Option Periods? Provide the desired number of options and reasoning for options.

Independent Government Estimate (IGE): The IGE must cover costs for the base and each/any options. The IGE must include a brief explanation of basis, e.g., historical pricing from a previous award, or market research of published pricing from known suppliers of the supply/service, etc.

Suggested Sources: Provide more than one prospective source for the needed supplies or services. The supply must be a licensed distributor and/or reseller of the supply/service. For all efforts under $150K, the sources must be small businesses. If the principle purpose of the acquisition is to acquire supplies, the manufacturer must be a small business, unless a waiver is requested and received prior to issuance of the solicitation. For actions above $150K this form will typically not be appropriate to address the requirements of an advanced acquisition plan. The Acquisition Division will target sub categories of small business and in the absence of proper documentation, all efforts will be filled by competitive methods available under regulations.

Effective Date: June 13, 2013
o **Only One Responsible Source.** Provide adequate justification to support why only one source can satisfy the minimum requirements of the Agency. Include the completed form “Justification for Other than Full and Open Competition.”

o **Brand Name or Equal (Supplies):** Provide salient characteristics to allow for quality and price comparisons.

o **Brand Name Only:** Only one brand-name will satisfy the need of the Program Office. Describe the basis for establishing delivery or performance-period requirements and provide reasons for any urgency.

**Basis of Cost:** Cost basis typically include Firm Fixed Price (FFP), Time and Material (T&M) or Labor Hour (LH) cost structures. A FFP structure for a service effort means the vendor is paid the same amount each invoice period whether they work zero hours per month or every hour of the month/billing period. If the basis of billing is use of hours, it is probably a T&M or a LH effort, which must include a ceiling price (an amount at which the contractor cannot exceed). SBA does not do cost type efforts. If the desired/needed effort is other than FFP, the rationale must be detailed and the surveillance and inspection methodology must be addressed. Surveillance of efforts is necessary to protect the interest of the government.

**Source Selection Procedure:** For simple, non complex acquisitions, selection should be on the lowest price, technically acceptable offer. Other selection procedures include best value, which is typically based on price and other factors. If the desired selection process is other than price, the selection process must be pre planned and the criteria documented and provided along with the other supporting documentation for the effort. If using best value for a simple, non complex acquisition, the technical factors should be limited.

**Inherently Governmental Effort:** All service efforts must include a minimum determination regarding this criterion. For services under the simplified acquisition threshold (SAT), a review must be conducted and documented in accordance with Federal Acquisition Regulation (FAR) Part 7.5. Additional documentation is required if the estimated costs is above SAT.

**Government Furnished Property:** List any/all or Not Applicable to show whether government property is to be furnished and who will be responsible for providing the listed property and by when. By when should be expressed in time from date of award.

**Government Furnished Information:** List any/all or Not Applicable to show the government information to be furnished and who will be responsible for providing the listed information and by when. By when should be expressed in time from date of award. Explain whether this information should be part of the request for quotes to assist businesses with their offer.

**Environmental and Energy Conservation Objectives:** Discuss and provide all environmental and/or energy conservation objectives related to this supply or services. Almost any commodity purchase will require this information. This information must be addressed either here or in the Statement of Work/Performance Work Statement. If the latter, state in this paragraph.

**Security Considerations:** If delivery of an item or performance of a service entails the vendor accessing a government facility or use of a government system, describe the need, frequency and level of access/clearance necessary. Information regarding access/clearance should be addressed to Agency personnel responsible for access/clearance and their response should be addressed in this section.

Effective Date: June 13, 2013
Point of Contact/COR nominee. Provide contact information and training certificates, if needed.

Procurement of Information Technology (IT): IT equipment or service must be listed. Signature from the OCIO or designee is required on the Acquisition Plan. Explain whether BTIC approval is required and whether you have attained this approval.

Program Office signature  Date

Effective Date: June 13, 2013
A-11

Acquisition Plan Formal
(Cost > $150K/Period of Performance > 12 months)

Requiring Office: Provide Office, Contact Name and Phone #

Statement of Need: Introduce the plan by a brief statement of need. Summarize the technical and contractual history of the acquisition. Discuss feasible acquisition alternatives, the impact of prior acquisitions on those alternatives, and any related in-house effort. State the proposed deliverables.

Applicable Conditions: State all significant conditions affecting the acquisition, e.g. --

- Requirements for compatibility with existing or future systems or programs and
- Any known cost, schedule, and capability or performance constraints.

Cost: Set forth the established cost goals for the acquisition and the rationale supporting them, and discuss related cost concepts to be employed, including, as appropriate, the following items:

- Life-cycle cost. Discuss how life-cycle cost will be considered. If it is not used, explain why. If appropriate, discuss the cost model used to develop life-cycle-cost estimates.
- Design-to-cost. Describe the design-to-cost objective(s) and underlying assumptions, including the rationale for quantity, learning-curve, and economic adjustment factors. Describe how objectives are to be applied, tracked, and enforced. Indicate specific related solicitation and contractual requirements to be imposed.

See Independent Government Estimate (IGE): The IGE must cover costs for the base and each/any options. The IGE must include a brief explanation of basis, e.g., historical pricing from a previous award, or market research of published pricing from known suppliers of the supply/service, etc.

Capability or Performance: Specify the required capabilities or performance characteristics of the supplies or the performance standards of the services being acquired and state how they are related to the need.

Delivery or Performance-Period Requirements: Describe the basis for establishing delivery or performance-period requirements and explain the justification and need for expedited delivery or performance periods.

Effective Date: June 13, 2013
Trade-offs: Discuss the expected consequences of trade-offs among the various cost, capability or performance, and schedule goals.

Risks: Discuss technical, cost, and schedule risks and describe what efforts are planned or underway to reduce risk and the consequences of failure to achieve goals. If concurrency of development and production is planned, discuss its effects on cost and schedule risks.

Need by Planning Date: Generally, supplies have delivery dates, services have periods of performance. This date should be a definitive date based on Procurement Acquisition Lead Times (PALT) and all other efforts associated with this effort. ASAP is not a valid response. PALT for this category will typically range from 120-180 calendar days. Need by dates in 1st Qtr of the FY should include planning for the extensive holiday periods. The clock for PALT to start begins when the full funding and all supporting documentation are properly transmitted through Oracle (financial system) to Prism (contacting system).

- Delivery Date (Supplies): or
- Period of Performance (Service): Provide a range, e.g., May 1, 11 – Sep 30, 11

Option periods required (for recurring need): Yes _____ No____(The total period of performance with all options cannot exceed 60 months. If options are needed/desired individual option periods can be structured for periods of less 12 months.)

- How many Option Periods? Provide the desired number of options and reasoning for options.

Sources: Indicate the prospective sources of supplies or services that can meet the need. Consider required sources of supplies or services. The selection criteria must be pre planned and the criteria documented and provided along with the other supporting documentation for this effort. When the proposed acquisition strategy involves bundling or consolidation, identify the incumbent contractors and contracts affected by the bundling. Describe market research conducted to identify small businesses, 8(a) Participants, HUBZone small businesses, service-disabled veteran-owned small businesses, women-owned or economically disadvantaged women-owned small businesses.

Competition:

- Describe how competition will be sought, promoted, and sustained throughout the course of the acquisition.
- Identify the major components or subsystems. Discuss component breakout plans relative to these major components or subsystems. Describe how competition will be sought, promoted, and sustained for these components or subsystems.

Effective Date: June 13, 2013
Source-Selection Procedures: Discuss the source-selection procedures for the acquisition, including the timing for submission and evaluation of proposals, and the relationship of evaluation factors to the attainment of the acquisition.

Acquisition Considerations:

- For each contract contemplated, discuss contract type selection (see Part 16); use of multiyear contracting, options, or other special contracting methods (see Part 17); any special clauses, or special solicitation provisions; whether sealed bidding or negotiation will be used and why; whether equipment will be acquired by lease or purchase (see Subpart 7.4) and why; and any other contracting considerations. Provide rationale if a performance-based acquisition will not be used or if a performance-based acquisition for services is contemplated on other than a firm-fixed-price basis (see 37.102(a), 16.103(d), and 16.505(a)(3)).

- For each contract or order contemplated, discuss—
  a. For information technology acquisitions, how the capital planning and investment control requirements of 40 U.S.C. 11312, OMB Circular A-130, and SBA guidance will be met (see 7.103(t) and Part 39); and
  b. Why this action benefits the Government, such as when—
    • The agency can accomplish its mission more efficiently and effectively (e.g., take advantage of the servicing agency’s specialized expertise; or gain access to contractors with needed expertise); or
    • When ordering through an indefinite delivery contract facilitates access to small disadvantaged business concerns, 8(a) contractors, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns, or service-disabled veteran-owned small business concerns.
  c. For information technology acquisitions using Internet Protocol, discuss whether the requirements documents include the Internet Protocol compliance requirements specified in 11.002(g) or a waiver of these requirements has been granted by the agency’s Chief Information Officer.

Budgeting and Funding: Include budget estimates, explain how they were derived, and discuss the schedule for obtaining adequate funds at the time they are required. Full funding for periods of performance must be provided with the acquisition package.

Product or Service Descriptions: Explain the choice of product or service description types (including performance-based acquisition descriptions) to be used in the acquisition.

Effective Date: June 13, 2013
Priorities, Allocations, And Allotments: When urgency of the requirement dictates a particularly short delivery or performance schedule, certain priorities may apply. If so, specify the method for obtaining and using priorities, allocations, and allotments, and the reasons for them (see Subpart 11.6).

Contractor vs. Government Performance: Address the consideration given to OMB Circular No. A-76 and OFPP Policy Notice 11-01

Inherently Governmental Functions: All service efforts must include a minimum determination regarding this criterion. For services under the simplified acquisition threshold (SAT), a review must be conducted and documented in accordance with Federal Acquisition Regulation (FAR) Part 7.5 and SBA Procedural Notice 2000-823. Additional documentation is required if the estimated costs is above SAT.

Management Information Requirements: Discuss, as appropriate, what management system will be used by the Government to monitor the contractor’s effort. If an Earned Value Management System is to be used, discuss the methodology the Government will employ to analyze and use the earned value data to assess and monitor contract performance. In addition, discuss how the offeror's/contractor's EVMS will be verified for compliance with the American National Standards Institute/Electronics Industries Alliance (ANSI/EIA) Standard-748, Earned Value Management Systems, and the timing and conduct of integrated baseline reviews (whether prior to or post award). (See 34.202.)

Test and Evaluation: To the extent applicable, describe the test program of the contractor and the Government. Describe the test program for each major phase of a major system acquisition. If concurrency is planned, discuss the extent of testing to be accomplished before production release.

Logistics Considerations: Describe—

- The assumptions determining contractor or agency support, both initially and over the life of the acquisition, including consideration of contractor or agency maintenance and servicing (see Subpart 7.3), support for contracts to be performed in a designated operational area or supporting a diplomatic or consular mission (see 25.301-3); and distribution of commercial items;
- The reliability, maintainability, and quality assurance requirements, including any planned use of warranties (see Part 46); and
- The requirements for license agreements or contractor data (including repurchase data) and data rights, their estimated cost, and the use to be made of the data (see Part 27); and
Standardization concepts, including the necessity to designate, in accordance with agency procedures, technical equipment as “standard” so that future purchases of the equipment can be made from the same manufacturing source.

**Government-Furnished Property:** Indicate any Government property to be furnished to contractors, and discuss any associated considerations, such as its availability or the schedule for its acquisition.

**Government-Furnished Information:** Discuss any Government information, such as manuals, drawings, and test data, to be provided to prospective offerors and contractors. Indicate which information that requires additional controls to monitor access and distribution (e.g., technical specifications, maps, building designs, schedules, etc.), as determined by the agency, is to be posted via the enhanced controls of the Government Point of Entry.

**Environmental and Energy Conservation Objectives:** Discuss all applicable environmental and energy conservation objectives associated with the acquisition (see Part 23), the applicability of an environmental assessment or environmental impact statement (see 40 CFR 1502), the proposed resolution of environmental issues, and any environmentally-related requirements to be included in solicitations and contracts.

**Security Considerations:** For Information Technology acquisitions, discuss how agency information security requirements will be met. For acquisitions requiring routine contractor physical access to a Federally-controlled facility and/or access to a Federally-controlled information system, discuss how agency requirements for personal identity verification of contractors will be met.

**Contract Administration:** Describe how the contract will be administered. In contracts for services, include how inspection and acceptance corresponding to the work statement’s performance criteria will be enforced.

**Other Considerations:** Discuss, as applicable:
- Standardization concepts;
- The Occupational Safety and Health Act;
- Any other matters germane to the plan not covered elsewhere.

**Milestones for the Acquisition Cycle:** Address the following steps and any others appropriate:
- Acquisition plan approval.
- Statement of work.
- Specifications.
- Data requirements.

Effective Date: June 13, 2013
Completion of acquisition-package preparation.
Purchase request.
Justification and approval for other than full and open competition where applicable and/or any required D and F approval.
Issuance of synopsis.
Issuance of solicitation.
Evaluation of proposals, audits, and field reports.
Beginning and completion of negotiations.
Contract preparation, review, and clearance.
Deliverables Schedule
Contract award.

**Identification of Participants in Acquisition Plan Preparation:** List the individuals who participated in preparing the acquisition plan, giving contact information for each.

**Procurement of Information Technology (IT):** IT equipment or service must be listed. Signature from the OCIO or designee is required on the Acquisition Plan.

<table>
<thead>
<tr>
<th>Program Office Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>OCIO Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>
# SBA Form 2

**REQUISITION for Supplies, Services & Federal Assistance**

**RESPONSIBILITY:**

Person executing Block 6 "Authorized Signature" is responsible for:

1. The fact that Article or Service is needed and authorized.
2. That the funds cited in Block 7 Appropriation Code" are for the purpose authorized by Congress and may be used for the article or services requisitioned.
3. The reasonableness of the date shown in Block 2 “Date Required” and Block 2a "Priority Assigned".
4. That this requisition is completed pursuant to SOP 00-11.

**INSTRUCTIONS:** For the proper completion of this form, see SOP 00-11.

1. Date of Requisition
2. Date Supplies or Services Required
3. Requisitioning Office No.
4. For Information Call (Name and Title) Contracting Officer’s Representative (COR)
5. Ext.
6. Name and Title of Certifying Official
7. Appropriation Code
8. Budget Approval (Initial and Date)
9. Potential Source of Supply
10. Consignee and Destination (Ship To)

**For Procurement Office Use Only**

11. P.O. Number
13. Time of Delivery
14. Discount Terms
15. F.O.B. Point
16. Procurement Approval (Initials)
17. Gov’t B/L No.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ARTICLES OR SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
MARKET RESEARCH MEMORANDUM

TO: PRE-AWARD FILE – ACQUISITION DIVISION

FROM: ____________________________, (TITLE, OFFICE/DIVISION) DATE: _____________

SUBJECT: MARKET RESEARCH

DESCRIPTION OF PROCUREMENT:

REQUISITION #: __________________________
NAICS CODE: __________________________

INDEPENDENT GOVERNMENT ESTIMATE (IGE)/EXPECTED TOTAL VALUE OF THE CONTRACT PERIOD: __________________________

SUBMIT INFORMATION VERIFYING IGE (IGE IS THE PRICE THAT THE END USER BELIEVES MAY BE A FAIR PRICE TO PAY FOR THE SUPPLY OR SERVICE).

DATE: XXXX

This memorandum is in accordance with Federal Acquisition Regulation (FAR) Part 10.000 and FAR Part 19, which describes the policies and procedures for conducting market research in order to determine the most suitable approach to acquiring, supplies and services and to determine whether the acquisition can be set-aside or sole sourced using one of SBA’s small business programs.

I. Background Information: (May be provided as an attachment)
   Required Delivery / Performance Time: __________________________

II. Market Analysis
   A. The results of market research have determined that the Government’s needs can be met by:
      Items of a type customarily available in the commercial marketplace (with/without modification).

   B. The following methods were utilized to conduct Market Research:
      □ FedBizOpps - Sources Sought Synopsis;
      □ FedBizOpps - Request For Information from Industry
      □ Searched GSA Advantage
      □ Searched SAM;
      □ Searched DSBS;
      □ Searched Ability One or FPI/Unicor;
      □ Searched previous purchases of similar/identical acquisitions;
      □ Searched the Internet;
      □ Under $150K, set aside for small business concerns
      □ Other search(es) __________________________

Effective Date: June 13, 2013
III. Based on the Market Research, recommendation is (explain whether or not the requirement can be sole sourced or set-aside for one of SBA’s small business programs):

Attachments:

Basis for IGE

Documents supporting market research (e.g., print outs from DSBS or SAM, internet)

Cc: Contract file
# Independent Government Cost Estimate for Services

<table>
<thead>
<tr>
<th></th>
<th>Project Title</th>
<th>Project Manager</th>
<th>Period of Performance</th>
<th>Description of Cost Elements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>From</td>
<td>To</td>
</tr>
</tbody>
</table>

## 4. Direct Labor (list labor categories) | Estimated Hours | Rate per Hour ($) | Estimated Cost ($) | Total Estimated Cost ($) |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

## 5. Overhead | Rate(%) | Total Labor ($) | Total Estimated Cost ($) |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

## 6. Materials/Services (excluding Information Technology (IT)) | |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

## 7. Information Technology Support | |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

## 8. Travel | |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

## 9. Subcontractor(s)/Consultant(s) | |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

## 10. Other Direct Costs | |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

## 11. Total Estimated Cost | 0 |

---

Effective Date: June 13, 2013
<table>
<thead>
<tr>
<th>12. Name and Title</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>13. Office/Division/Branch</td>
<td>Date</td>
</tr>
</tbody>
</table>

This page intentionally left blank
A-15

8(a) Offer Letter

“Insert Date”

IN REPLY
REFER TO: Solicitation No: "Insert Solicitation Number"
For: "Insert Project Title"

U.S. Small Business Administration
ATTN: XXXX, Lead Business Opportunity Specialist
XXX District Office

Subject: 8(a) Offering Letter – Sole Source Award – Nominated Concern

Dear XXX:

The U.S. Small Business Administration (SBA) would like to offer "Insert Project Title" at "Insert Place and Location" to SBA’s 8(a) Business Development (BD) Program. Specifically, SBA would like to offer the requirement as a sole source award on behalf of “Name of 8(a) Concern,” which is served by your district office. Pursuant to SBA’s regulations, 13 C.F.R. § 124.502, and the Federal Acquisition Regulation (FAR) 19.804-2(1) through (16), the following information describes this acquisition:

(1) A description of the work to be performed or items to be delivered, and a copy of the statement of work, if available: “If SOW is not provided insert detailed description here; if SOW is provided insert brief description.”

(2) The estimated Period of Performance (including options – if applicable):

Base Year: xx/xx/xxxx to xx/xx/xxxx
Option I: xx/xx/xxxx to xx/xx/xxxx
Option II: xx/xx/xxxx to xx/xx/xxxx
Option III: xx/xx/xxxx to xx/xx/xxxx
Option IV: xx/xx/xxxx to xx/xx/xxxx

(3) The NAICS code that applies to the principal nature of the acquisition:

Effective Date: June 13, 2013
(4) The anticipated dollar value of the requirement, including options, if any: “If this is an Indefinite-Delivery, Indefinite-Quantity (IDIQ), provide maximum contract dollar value.”

(5) Any special restrictions or geographical limitations on the requirement (for construction include the location of the work to be performed):

(6) Any special capabilities or disciplines needed for contract performance: XXXXX

(7) The type of contract anticipated: XXXX

(8) The acquisition history, if any, of the requirement, including the names and addresses of any small business contractors that have performed this requirement during the previous 24 months: XXXX

(9) A statement that prior to the offering no solicitation for the specific acquisition has been issued as a small business, HUBZone, Service-Disabled Veteran-Owned Small Business (SDVOSB), Women-Owned Small Business (WOSB) or Economically Disadvantaged Women-Owned Small Business (EDWOSB) set-aside and that no other public communication (such as a notice through the Government-wide point of entry (GPE)) has been made showing the contracting agency’s clear intention to set-aside the acquisition for small business, HUBZone small business, SDVOSB, WOSB or EDWOSB small business concerns: XXX

(10) Identification of any particular 8(a) concern designated for consideration, including a brief justification, such as: XXXX

(i) The 8(a) concern, through its own efforts, marketed the requirement and caused it to be reserved for the 8(a) Program or: XXXX

(ii) The acquisition is a follow-on or renewal contract and the nominated concern is the incumbent: XXXX

(11) Bonding requirements, if applicable: XXXX

(12) Identification of all known 8(a) concerns that have expressed an interest in being considered for the specific requirement:

(13) Identification of all SBA field offices that have asked for the acquisition for the 8(a) Program: XXXX

Effective Date: June 13, 2013
(14) A request, if appropriate, that a requirement with an estimated contract value under the applicable competitive threshold be awarded as an 8(a) competitive contract (see 19.805-1(d)): If applicable

(15) A request, if appropriate, that a requirement with a contract value over the applicable competitive threshold be awarded as a sole source contract (see 19.805-1(b)): XXXX

(16) Any other pertinent and reasonably available data:

(17) The location of the work to be performed for construction procurements.

If you have any questions regarding this offering letter, please contact "Insert Name" at "(XXX) XXX-XXXX" or email ____________.

Sincerely,

“Insert Name and Title”
Contracting Officer or Contract Specialist

Attachments:

(1) Statement of Work
(2) Independent Government Cost Estimate (IGCE)
8(a) Offer Letter

“Insert Date”

IN REPLY
REFER TO: Solicitation No: "Insert Solicitation Number"
For: "Insert Project Title"

U.S. Small Business Administration
ATTN: XXXX, Lead Business Opportunity Specialist
XXX District Office

Subject: 8(a) Offering Letter – Sole Source Award – Open Requirement

Dear XXX:

The U.S. Small Business Administration (SBA) would like to offer "Insert Project Title" at "Insert Place and Location" to SBA’s 8(a) Business Development (BD) Program. Specifically, SBA would like to offer the requirement as a sole source award. Pursuant to SBA’s regulations, 13 C.F.R. § 124.502, and the Federal Acquisition Regulation (FAR) 19.804-2(1) through (16), the following information describes this acquisition:

(1) A description of the work to be performed or items to be delivered, and a copy of the statement of work, if available: “If SOW is not provided insert detailed description here; if SOW is provided insert brief description.”

(2) The estimated Period of Performance (including options – if applicable):

Base Year: xx/xx/xxxx to xx/xx/xxxx
Option I: xx/xx/xxxx to xx/xx/xxxx
Option II: xx/xx/xxxx to xx/xx/xxxx
Option III: xx/xx/xxxx to xx/xx/xxxx
Option IV: xx/xx/xxxx to xx/xx/xxxx

(3) The NAICS code that applies to the principal nature of the acquisition:

(4) The anticipated dollar value of the requirement, including options, if any: “If this is an Indefinite-Delivery, Indefinite-Quantity (IDIQ), provide maximum contract dollar value.”

Effective Date: June 13, 2013
(5) Any special restrictions or geographical limitations on the requirement (for construction include the location of the work to be performed):

(6) Any special capabilities or disciplines needed for contract performance: XXXXX

(7) The type of contract anticipated: XXXX

(8) The acquisition history, if any, of the requirement, including the names and addresses of any small business contractors that have performed this requirement during the previous 24 months: XXXX

(9) A statement that prior to the offering no solicitation for the specific acquisition has been issued as a small business, HUBZone, Service-Disabled Veteran-Owned Small Business (SDVOSB), Women-Owned Small Business (WOSB) or Economically Disadvantaged Women-Owned Small Business (EDWOSB) set-aside and that no other public communication (such as a notice through the Government-wide point of entry (GPE)) has been made showing the contracting agency’s clear intention to set-aside the acquisition for small business, HUBZone small business, SDVOSB, WOSB or EDWOSB small business concerns: XXX

(10) Identification of any particular 8(a) concern designated for consideration, including a brief justification, such as: XXXX

(i) The 8(a) concern, through its own efforts, marketed the requirement and caused it to be reserved for the 8(a) Program or: XXXX

(ii) The acquisition is a follow-on or renewal contract and the nominated concern is the incumbent: XXXX

(11) Bonding requirements, if applicable: XXXX

(12) Identification of all known 8(a) concerns that have expressed an interest in being considered for the specific requirement:

(13) Identification of all SBA field offices that have asked for the acquisition for the 8(a) Program: XXXX
(14) A request, if appropriate, that a requirement with an estimated contract value under the applicable competitive threshold be awarded as an 8(a) competitive contract (see 19.805-1(d)): If applicable

(15) A request, if appropriate, that a requirement with a contract value over the applicable competitive threshold be awarded as a sole source contract (see 19.805-1(b)): XXXX

(16) Any other pertinent and reasonably available data:

(17) The location of the work to be performed for construction procurements.

If you have any questions regarding this offering letter, please contact "Insert Name" at "(XXX) XXX-XXXX" or email __________.

Sincerely,

“Insert Name and Title”
Contracting Officer or Contract Specialist

Attachments:
(1) Statement of Work
(2) Independent Government Cost Estimate (IGCE)
8(a) Offer Letter

“In Insert Date”

IN REPLY
REFER TO: Solicitation No: "Insert Solicitation Number"
For: "Insert Project Title"

U.S. Small Business Administration
ATTN: XXXX, Lead Business Opportunity Specialist
XXX District Office

Subject: 8(a) Offering Letter – Competitive Award

Dear XXX:

The U.S. Small Business Administration (SBA) would like to offer "Insert Project Title" at "Insert Place and Location" to SBA’s 8(a) Business Development (BD) Program. Specifically, SBA would like to offer the requirement as a competitive award because the estimated value of the requirement will exceed the 8(a) competitive threshold and there is a reasonable expectation that at least two 8(a) Participants will submit offers at fair market price. Pursuant to SBA’s regulations, 13 C.F.R. § 124.502, and the Federal Acquisition Regulation (FAR) 19.804-2(1) through (16), the following information describes this acquisition:

(1) A description of the work to be performed or items to be delivered, and a copy of the statement of work, if available: “If SOW is not provided insert detailed description here; if SOW is provided insert brief description.”

(2) The estimated Period of Performance (including options – if applicable):

Base Year: xx/xx/xxxx to xx/xx/xxxx
Option I: xx/xx/xxxx to xx/xx/xxxx
Option II: xx/xx/xxxx to xx/xx/xxxx
Option III: xx/xx/xxxx to xx/xx/xxxx
Option IV: xx/xx/xxxx to xx/xx/xxxx

(3) The NAICS code that applies to the principal nature of the acquisition:

Effective Date: June 13, 2013
(4) The anticipated dollar value of the requirement, including options, if any: “If this is an Indefinite-Delivery, Indefinite-Quantity (IDIQ), provide maximum contract dollar value.”

(5) Any special restrictions or geographical limitations on the requirement (for construction include the location of the work to be performed):

(6) Any special capabilities or disciplines needed for contract performance: XXXXX

(7) The type of contract anticipated: XXXX

(8) The acquisition history, if any, of the requirement, including the names and addresses of any small business contractors that have performed this requirement during the previous 24 months: XXXX

(9) A statement that prior to the offering no solicitation for the specific acquisition has been issued as a small business, HUBZone, Service-Disabled Veteran-Owned Small Business (SDVOSB), Women-Owned Small Business (WOSB) or Economically Disadvantaged Women-Owned Small Business (EDWOSB) set-aside and that no other public communication (such as a notice through the Government-wide point of entry (GPE)) has been made showing the contracting agency’s clear intention to set-aside the acquisition for small business, HUBZone small business, SDVOSB, WOSB or EDWOSB small business concerns: XXX

(10) Identification of any particular 8(a) concern designated for consideration, including a brief justification, such as: XXXX

(i) The 8(a) concern, through its own efforts, marketed the requirement and caused it to be reserved for the 8(a) Program or: XXXX

(ii) The acquisition is a follow-on or renewal contract and the nominated concern is the incumbent: XXXX

(11) Bonding requirements, if applicable: XXXX

(12) Identification of all known 8(a) concerns that have expressed an interest in being considered for the specific requirement:

(13) Identification of all SBA field offices that have asked for the acquisition for the 8(a) Program: XXXX

Effective Date: June 13, 2013
(14) A request, if appropriate, that a requirement with an estimated contract value under the applicable competitive threshold be awarded as an 8(a) competitive contract (see 19.805-1(d)): If applicable

(15) A request, if appropriate, that a requirement with a contract value over the applicable competitive threshold be awarded as a sole source contract (see 19.805-1(b)): XXXX

(16) Any other pertinent and reasonably available data:

(17) The location of the work to be performed for construction procurements.

If you have any questions regarding this offering letter, please contact "Insert Name" at "(XXX) XXX-XXXX" or email ____________.

Sincerely,

“Insert Name and Title”
Contracting Officer or Contract Specialist

Attachments:
   (1) Statement of Work
   (2) Independent Government Cost Estimate (IGCE)
<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Appropriated</td>
<td>% Non-Appropriated</td>
</tr>
<tr>
<td>4. Program Office Name</td>
<td>5. Program Office Code</td>
</tr>
<tr>
<td>6. Initiate (Name &amp; Phone)</td>
<td></td>
</tr>
<tr>
<td>7(a).</td>
<td>7(b).</td>
</tr>
<tr>
<td>Large Business</td>
<td>Small Business</td>
</tr>
<tr>
<td>NAICS Code</td>
<td>Federal Supply Schedules (FSS)</td>
</tr>
<tr>
<td>8. Contract Specialist (Name, Code &amp; Phone)</td>
<td></td>
</tr>
<tr>
<td>9. Small Business Participation Considered In The Preparation Of This Procurement, And The Following Is Recommended:</td>
<td></td>
</tr>
<tr>
<td>10(a). Subcontracting Plan Required</td>
<td></td>
</tr>
<tr>
<td>10(b). Synopsis Required</td>
<td></td>
</tr>
<tr>
<td>11. Contracting Officer's Recommendation (Attach Supporting Narrative)</td>
<td></td>
</tr>
<tr>
<td>12. Small Business Program Manager's Review (REQUIRED FOR ALL Procurements Valued Greater Than $35,000 not set-aside for small business)</td>
<td></td>
</tr>
<tr>
<td>13. SBA-PCR Review (Procurements Valued Greater Than The Simplified Acquisition Threshold)</td>
<td></td>
</tr>
<tr>
<td>14. SBA OSIBU Review (Procurements Valued Greater Than $1 million)</td>
<td></td>
</tr>
</tbody>
</table>

Effective Date: June 13, 2013
This page intentionally left blank
A-17

COR Delegation Letter

Interoffice Memorandum

To:

From: , Contracting Officer

Date:

Re: Appointment as Contracting Officer’s Representative (COR)

You are formally appointed as the Contracting Officer’s Representative (COR) for SBAHQ-____. Written modifications to the contract will be forwarded to you as they occur.

As the COR, you are authorized as my direct representative in the technical monitoring and administration of this contract with very specific limitations. As a COR you shall:

a) Act as the Contracting Officer’s (CO) authorized representative for contract administration functions that do not involve changes to the scope, price, schedule, terms and conditions of the contract.

b) Monitor the contractor’s performance of the technical requirements including, but not limited to, review and approval of invoices/vouchers.

c) Provide suggestions to the CO for improvements and changes that would facilitate better work performance or streamline processes to the advantage of the Government and/or contractor.

d) Coordinate with the program office actions relating to funding and changes in scope of work.

e) Ensure that changes in the work or services, and resulting effects on delivery schedule, are formally effected by written modification issued by the CO before the contractor proceeds with the changes.

f) Ensure prompt review of draft reports and provide approval to the contractor so that distribution of reports can be within the specified completion date of the contract, and assuring prompt inspection and acceptance or rejection of other deliverable items.

Effective Date: June 13, 2013
g) Maintain a contract-working file to include a copy of the contract and all modifications, correspondence, invoices/vouchers, financial tracking, reviews and past performance information.

h) Refer to the CO those matters, other than purely technical problems, which may affect the contract.

i) Inform the CO in writing when a contractor is known to be behind schedule, with reasons therefore, and coordinating with the CO corrective action necessary to restore the contract schedule.

j) Provide the CO with a copy of Government contractor conference reports and correspondence. Coordinate with the CO on the content of any contractually significant correspondence addressed to the contractor. These steps will be taken to prevent possible misunderstanding or the creation of a condition that may later be made the basis of a claim.

k) Request the CO authorize Government furnished property and, when requested by the CO, provide disposition advice on Government-furnished property or contractor-acquired property.

l) Monitor contract financial management controls.

m) For a contract having a period or delivery due date of one year or less—promptly (but no later than 10 Government working days) evaluate the contractor’s performance upon completion of all contractual requirements.

n) For a contract having a period of performance or delivery due date greater than one year—but the exercise of an option is not involved—promptly (but no later than 10 Government working days) evaluate the contractor’s performance upon completion of all contractual requirements.

o) For a contract having a period of performance or delivery due date greater than one year—and having one or more options—(1) no later than 30 calendar days prior to the planned exercise date of an option, evaluate the contractor’s performance; and, (2) evaluate the contractor’s performance promptly (but no later than 10 Government working days) upon completion of all contractual requirements.

p) Report any suspected procurement fraud, waste, abuse, bribery, conflict of interest or other improper conduct to the CO and proper SBA Office.
q) Review and submit recommendations to the CO on subcontracts, considering the privacy of contract that exits between the prime contractor and subcontractor.

r) Ensure that the contractor submits proper security clearance forms, as required by the contract, and coordinate with the appropriate officer(s).

s) Ensure the contractor has a current facility clearance, as well as other appropriate clearances for contractor personnel to have access to classified material, as soon as it is determined that access to classified material will be required to complete the contractual requirements.

t) Ensure the proper SBA offices are notified of departing contractor employees during contract performance, and at contract conclusion ensure collection of badges, cancellation of systems access and security clearances.

u) Recommend approval or disapproval to the CO, concerning a contractor’s request for public release regarding work being performed under the contract.

v) Notify the CO of inventions by the contractor during the performance of the contractor.

w) Provide the CO with a formal request for termination, when required.

x) Evaluate contractor requests for travel.

y) Review the contractor’s invoices/vouchers to ensure that they reflect accurately the work completed in accordance with the requirements of the contract, and certify acceptance of the delivered items. Submit certified invoices/vouchers to the Debt Management Center and copies to the CO in a timely manner.

z) Respond to requests for information relating to contract closeout support, including furnishing the CO a notice of satisfactory or unsatisfactory completion.

The Contracting Officer’s Representative (COR) shall not:

a) Make commitments or promises to contractors relating to award of contracts.

b) Discuss procurement plans or any other advance information that might provide preferential treatment to one firm over another when a solicitation is issued for a competitive procurement.

c) Write contract requirements around the product or capacity of one source.
d) Solicit proposals.

e) Modify the stated terms and conditions of the contract.

f) Direct a contractor to begin work prior to contract award date (or Notice to Proceed letter).

g) Issue instructions (oral or written) to a contractor to start or stop work.

h) Approve items of cost not specifically authorized by the contract.

i) Direct changes (oral or written) or provide any guidance in the work to the contractor, which contradict the contract’s scope and terms and conditions or which may be misinterpreted as properly changing the contractual terms and conditions, but actually jeopardize the rights of, or the benefits to the government, the contract, or both.

j) Execute supplemental agreements to the contract.

k) Participate in negotiations with a contractor outside the presence of a CO.

l) Render a decision on any dispute or question of fact under the Disputes Clause of the contract.

m) Take any action with respect to termination, except to notify the CO that the action is desired and to assist with the process as required.

n) **SHALL NOT PASS COR DUTIES TO ANYONE ELSE. NOTIFY THE CONTRACTING OFFICER OF CIRCUMSTANCES THAT PREVENT YOU FROM PERFORMING AS THE COR.**

You shall notify the CO promptly of:

- any violation of, or deviation from, the technical requirement of the contract/order;
- inefficient or wasteful practices in use by the contractor;
- any requests for changes from the contractor;
- issues that require clarification or resolution;
- inconsistencies between invoiced charges and performance, including the use of improper labor categories; or
- **any circumstances that prevent you from performing your COR responsibilities.**

Your authority is limited and does not include commitments or changes that affect price, quality, quantity, or other terms and conditions of the contract. Only a warranted Contracting Officer may...
Office has the authority to make those changes to the contract. Keep these limitations in mind during your interactions with the contractor employees:

1) Do not ask the contractor to change the description of services to be performed, the time of performance, or the place of performance for services.

2) Do not ask the contractor to change the specifications, the shipping method, or the place, method, or time of delivery for products.

3) Do not supervise the contractor’s employees: Treating the contractor’s employees as if they were Federal Government employees is supervision under the Office of Personnel Management Regulations.

Your actions as the COR for this contract become a matter of record and should be completely documented in the contract-working file. I strongly encourage you to ask questions if you are uncertain of your authority and responsibility. Your relationship with the contractor must be beyond reproach. The Small Business Administration requires strict compliance with established Standards of Conduct and Conflict of Interest rules.

Responsibilities outlined in this memorandum are not intended to be all-inclusive. If a specific situation arises that you think requires my attention, please do not hesitate to call me. Your appointment shall become effective on the date of this memorandum and remain throughout the life of the contract, unless otherwise revoked. Please notify me immediately if you can no longer serve as the appointed COR on this contract, or if you leave your current position so that a contract turnover can be performed. You cannot re-delegate COR authority.

You are required to acknowledge receipt of this appointment (see below) and return it to the Acquisitions Office.

Contracting Officer’s Representative Acknowledgement

Contract No.: SBAHQ-

Receipt and understanding of the COR Appointment for the above referenced contract is hereby acknowledged. I further understand that my performance as a COR will be evaluated and documented on an annual basis by the Contracting Officer. I certify that I have taken the required training to obtain the SBA Acquisition Certification for CORs in accordance with SBA SOP 39 15 02. In addition, I certify that I will take the mandatory skills currency training to maintain my certification during the duration of this appointment.

Effective Date: June 13, 2013

127
<table>
<thead>
<tr>
<th>Contracting Officer’s Representative</th>
<th>Date</th>
</tr>
</thead>
</table>

Effective Date: June 13, 2013