



U.S. Department of Justice
Federal Bureau of Prisons

Technical Reference Manual

OPI: ADM/ACQ
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DATE: 5/19/2004
SUBJECT: Acquisition

ACQUISITION

PART 1

GENERAL

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PART 1. - GENERAL

SUBPART 1.1 - PURPOSE, AUTHORITY, ISSUANCE

1.101 - Purpose, Authority, and Issuance

- a. The Acquisition Technical Reference Manual (TRM) is established to provide uniform acquisition guidance and supplemental procedural instructions for Bureau facilities. The TRM supplements the Bureau of Prisons Acquisition Policy (BPAP). Contracting Officers should consult all sources to ascertain the total acquisition policy in any area.
- b. The development of the Acquisition TRM manual is in accordance with Federal Acquisition Regulation (FAR) Subparts 1.301(d) and 1.304 and Justice Acquisition Regulations (JAR) 2801.304. In accordance with the Directives Management Manual, Subpart 7.2, authority to issue the TRM has been further delegated to the Assistant Director for Administration. The Acquisition TRM is maintained by the Administration Division, Procurement Executive Office, Acquisitions Branch.
- c. Instructional and reference materials contained in the TRM cover areas where procedural implementation is required by the BPAP, or where consistent and compatible procedures and instructions are suggested for training and oversight purposes.
- d. The Acquisition TRM is subdivided into parts which correspond to the BPAP.
- e. The numbering system permits immediate identification of each TRM Part with coverage of the same subject matter in the BPAP.

SUBPART 1.2 - ADMINISTRATION

1.201 - Maintenance of the Acquisition TRM

The Assistant Director for Administration issues revisions to the TRM as necessary. Suggestions for revisions should be submitted to the BOP Procurement Executive.

SUBPART 1.6 - CAREER DEVELOPMENT, CONTRACTING AUTHORITY, AND RESPONSIBILITIES**1.602-3 - Ratification of Unauthorized Commitments**

Invoices for unauthorized commitments cannot be paid until the approval for ratification has been received and the unauthorized commitment has been ratified. Upon receipt of the invoice from the contractor/vendor, a letter should be issued to the contractor/vendor advising that the purchase was not authorized by a warranted Contracting Officer and must be ratified prior to making payment. (See Attachment 1-A of the TRM).

Approved requests are returned to the appropriate Chief Executive Officer for distribution to the applicable Contracting Officer, and for issuance of the necessary acquisition documents.

1.603 - Selection, Appointment, and Termination of Appointment**1.603-2 - Selection**

Nominations for Contracting Officer warrant appointments should be in the form of a memorandum from the immediate supervisor through the Chief of the Contracting Office to the BOP Procurement Executive.

Each nomination is to include a signed, and dated, Optional Application for Federal Employment (OF-612) or a resume including the criteria specified in the Declaration for Federal Employment (OF-306), the supervisor's verification of completed On-the-Job Training (OJT) units of the Contract Specialist Training Blueprints, a Certificate of Competency signed by the nominee's supervisor, and a copy of the nominee's individual training record. The Chief of the Contracting Office may adjust the required OJTs based on updates to FAR with the approval of the BOP Procurement Executive. The Contract Specialist Training Blueprints can be found at the website <http://www.gsa.gov/staff/v/training.htm>.

It is the responsibility of the Chief of the Contracting Office to evaluate the request to ensure the proposed warrant level is appropriate. If applicable, the Chief of the Contracting Office will submit a written request (see Attachment 1-B, TRM) for issuance of the Contracting Officer warrant to the BOP Procurement Executive. This request must include the Contracting Officer's name (as it will appear on the warrant certificate) and the warrant level recommended. If the request is for an upgrade in warrant level, the current Certificate of Appointment Number must also be included.

Copies of the above, as well as a copy of the Contracting Authority, are to be retained by the Chief of the Contracting Office. All Contracting Officers will also maintain complete documentation records.

Contracting Authority levels do not preclude contract "administration" duties for higher dollar contracts.

a. Examples of acquisition training courses are:

- Special Level I Authority - Trust Fund Basic
Trust Fund Only (One Course) Procurement
or Simplified
Acquisitions
- Level I Authority - Basic Procurement or
(Entry Level Contracting Simplified
Officers & Inventory Acquisitions
Management Specialists (one
course)
- Level II Authority - Basic Procurement or
(Entry Level & Level I Simplified
Contracting Officers - a Acquisitions/
total of two courses) Commercial Items/
Contract
Administration
- Level III Authority - Contract Formation I/
(Three Additional Courses) Contract
Formation II/
Negotiation
Techniques/Contract
Administration/
Performance Based
Contracting/
Construction
Contracting
Economics
Accounting
Communications
(e.g., English,
Literature)

- Level IV Authority - Cost or Price
(Five Additional Courses) Analysis
Contract Law
Protests &
Claims/Terminations
Business Law
Business Finance
Cost Accounting
An Advanced Contract
or College Level
Course

Examples of acquisition courses are provided for guidance. Courses not taken at a prior level of authority may be taken to satisfy warrant requirements at the next level of authority. (i.e., if a Contracting Officer takes Basic Procurement and Commercial Items to satisfy the Level II authority requirements, Contract Administration may still be taken to satisfy Level III authority).

College courses in any area other than Business/Communications must be approved by the BOP Procurement Executive or designee.

45U Funds may be used for Contracting Officers and Inventory Management Specialists for acquisition related courses only.

Note: Deviation from required courses and substitutions may be approved by the BOP Procurement Executive.

b. Required Federal Acquisition Institute (FAI) Contract Specialist Training Blueprints OJT units are listed in Attachment 1-C, TRM.

c. In order to receive Real Property Leasing Authority, the following procurement training classes shall be completed:

- 1) Federal Real Property Leasing;
- 2) Federal Real Property Lease Law;
- 3) Lease Administration;
- 4) Cost and Price Analysis of Lease Proposals; and
- 5) Techniques of Negotiating Federal Real Property Leases.

SUBPART 1.7 - CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**1.701-70 - Contracting Officer's Technical Representative**

A Contracting Officer may appoint a certified Contracting Officer's Technical Representative (COTR) to monitor daily contractor performance. Examples of contracts usually requiring appointment of a COTR are: Construction Contracts (the COTR is usually referred to as a Project Representative or Construction Representative), Medical Contracts, Nonpersonal Services Contracts, etc. When an individual has successfully completed the COTR training course, the local Employee Development Manager (EDM) or Employee Development Administrator issues a memorandum of course completion to the participant and promptly notifies the Institution Supervisory Contract Specialist (SCS), Inventory Management Specialist (IMS) (for Regional Office designations), or Central Office designees.

The COTR test shall be administered in a controlled setting. The test booklet is immediately returned to the Institution SCS, IMS or Central Office designee, who will submit a memorandum requesting a Certificate of Contracting Officer's Technical Representative Appointment be issued, to the Chief, Field Acquisition Office (for institution or Regional Office designations) or Chief Acquisitions Branch (for Central Office designations). The memorandum must be accompanied by a signed copy of a Procurement Integrity Certification for Procurement Officials, the original answer sheet, and a copy of the memorandum of course completion.

Upon receiving a written request from the SCS, IMS or Central Office designee and ensuring successful completion of the test (minimum passing score of 70 percent) the Chief of the Contracting Office issues a Certificate of Contracting Officer's Technical Representative Appointment, Form DOJ-539. Contracting Officer's Technical Representative Certificate of Appointments are valid until rescinded in writing, or until the individual is separated from the BOP.

The COTR prepares written monitoring reports (Form BP-722 - available on BOPDOCS) quarterly and with each request for payment (if required). The Contracting Officer may require monitoring reports more frequently, if determined necessary in light of the contractor's performance. The reports shall be forwarded to the Contracting Officer and filed in the official contract file.

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Part 1, Attachment 1-A

S A M P L E

(Letterhead)

(Date)

(Vendor Name)

(Address)

(City, State Zip code)

Attn:

Re: Invoice #

Dated:

Received:

Please be advised only Contracting Officers have authority to enter into contracts to the extent of their warrant. When ordering supplies or services, the Contracting Officer will provide either a Purchase Order number, a Request for Purchase number, or Purchase Card Number.

The supplies/services, for which your company invoiced the Bureau of Prisons, were ordered by an individual who lacked procurement authority. The Federal Acquisition Regulation at 1.602-3 prohibits the Government from making payment until the unauthorized commitment is ratified by an official who has authority to do so.

We regret any inconvenience this may cause and we wish to assure you that every effort will be made to handle this action in a timely manner.

Sincerely,

(Contracting Officer's name)

(Title)

(Phone Number)

CERTIFICATE OF COMPETENCY

I hereby certify that _____ (Name), _____ (Title)
is competent to perform applicable Contracting Officer's duties
required by the _____ (Warrant Level) Contracting Authority.

Based on the results of an interview and review of the
individual's prior education, procurement training, and work
experiences, he/she has the requisite knowledge to perform the
applicable Contracting Officer's duties. He/she has
satisfactorily demonstrated a functional and operational
knowledge of the On-The-Job Training Units contained in the
Contract Specialist Training Blueprints, completed the
appropriate acquisition courses found at Bureau of Prisons
Acquisition Policy (BPAP) Part 1.603-2, and maintained a
Level _____ (Warrant Level) Warrant for the appropriate amount of time.

Upon the basis of the preceding findings and pursuant to BPAP
1.603-2, it has been determined that _____ (Name) is
eligible to receive _____ (Warrant Level) (_____ (Dollar Amount))
Contracting Authority.

(Immediate Supervisor)
(Facility)

(Date)

CONCURRENCE: _____
Section Chief

Facility
Mailing Address:

Certificate of
Appointment number

"LOCAL REPRODUCTION AUTHORIZED"

LEVEL I OJT UNITS

Unit 3	Procurement Requests
Unit 5	Identifying Possible Sources
Unit 6	Limiting Competition
Unit 7	Socioeconomic Requirements
Unit 30	Receiving Quotations and Proposals
Unit 44	Responsibility
Unit 45	Preparing Awards
Unit 54	Task and Delivery Order Contracting
Unit 65	Invoices

LEVEL II OJT UNITS

Unit 1	Customer Business Analysis and Strategic Planning
Unit 4	Requirements Analysis
Unit 8	Offer Evaluation Factors
Unit 9	Method of Acquisition
Unit 10	Pricing Arrangements
Unit 11	Recurring Requirements
Unit 17	Publicizing Proposed Acquisitions
Unit 19	Oral Solicitation
Unit 20	Solicitation Preparation
Unit 22	Pre-Quote/Pre-Bid/Pre-Proposal Conferences
Unit 23	Amending/Canceling Solicitation
Unit 24	Receiving Bids
Unit 25	Bid Acceptance Period
Unit 26	Late Bids
Unit 27	Mistake in Bids
Unit 28	Price Analysis (Sealed Bidding)
Unit 29	Responsiveness
Unit 31	Evaluating Non-Price Factors
Unit 39	Award Without Discussions
Unit 47	Debriefing
Unit 48	Protests
Unit 49	Contract Administration Planning
Unit 52	Contract Modifications and Adjustments
Unit 53	Options

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Unit 56 Commercial/Simplified/Remedies

Unit 59 Assignment of Claims

Unit 67 Collecting Contractor Debts

Unit 69 Resolving Disputes

Unit 70 Termination

Unit 71 Closeout

LEVEL III OJT UNITS

Unit 12	Unpriced Contracts
Unit 13	Contract Financing
Unit 14	Obtaining Bonds
Unit 15	Method of Payment
Unit 16	Documenting the Source Selection Plan
Unit 18	Subcontracting Requirements
Unit 21	Inquiries and Freedom of Information Act Requests
Unit 32	Pricing Information from Offerors
Unit 36	Price Analysis (Negotiated Acquisitions)
Unit 37	Cost Analysis
Unit 38	Evaluating Other Terms and Conditions
Unit 40	Communications
Unit 41	Establishing the Competitive Range
Unit 42	Negotiation Strategy
Unit 43	Conducting Discussions/Negotiations
Unit 46	Issuing Awards and Related Notices
Unit 50	Post-Award Orientations
Unit 51	Monitoring Subcontract Management
Unit 55	Performance Management
Unit 62	Allowability of Costs
Unit 63	Price and Fee Adjustment
Unit 64	Defective Pricing
Unit 66	Fraud/Exclusions
Unit 68	Administering Special Terms and Conditions

LEVEL IV OJT UNITS

- Unit 33 Accounting and Estimating
- Unit 34 Cost Accounting Standards
- Unit 35 Audits
- Unit 57 Non-Commercial Acquisition Remedies
- Unit 58 Documenting Past Performance
- Unit 60 Administering Securities
- Unit 61 Administering Financing Terms

PART 3

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PART 3. - IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST

SUBPART 3.1 - SAFEGUARDS

3.104 - Procurement Integrity

a. **Training Procedures for Procurement Integrity.** A training video has been developed and distributed for Procurement Integrity training. The training and publications satisfy the minimum training requirement and provide sufficient information to enable individuals to make the necessary certification.

b. **Ethics Advisory Opinions.** An employee or former employee who is or was a Procurement Official may request an ethics advisory opinion. Requests for ethics advisory opinions shall be submitted in writing to:

Ethics Officer
Office of General Counsel
Federal Bureau of Prisons
320 First Street, NW
Washington DC 20534

Part 4

ADMINISTRATIVE MATTERS

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4.802-70 Contract File Numbering System Identification

4.804-5-70 Closeout Procedures for Contracts

PART 4. - ADMINISTRATIVE MATTERS**SUBPART 4.1 - CONTRACT EXECUTION****4.101-70 - Reviews Prior to Contract Award**

When a pre-award review is required, the complete contract and solicitation file, including original papers, abstract, and unsuccessful bids/proposals, must be submitted for review.

SUBPART 4.6 - CONTRACT REPORTING**4.602 - Federal Procurement Data System (FPDS)**

The following are **not** included in the FPDS reporting system:

- a. Trust Fund Purchase Orders and contracts are **not** included in the FPDS reports because the Trust Fund operation involves non-appropriated funds;
- b. Individual Delivery Orders placed against National BOP Contracts are **not** reported in the FPDS reports, regardless of dollar value. These delivery order actions are collected using Financial Management Information System (FMIS) through the use of designated project codes and are reported by the National Contracts and Policy Section to FPDS; and
- c. Micro-purchases made with the Government Commercial Purchase Card shall **not** be included in the FPDS reports.

4.602-70 - Federal Procurement Data System (FPDS) Reports

- a. **Individual Contract Action Report (ICAR) (SF-279)**. All facilities will use the computerized ICAR within the Intelligent Procurement System (IPRO) to ensure accuracy and data collection.
- b. **Summary of Procurement Actions of \$25,000 or Less (SF-281)**. The SF-281 reports shall be submitted to the Chief, Field Acquisition Office for verification and/or correction of errors. The Chief, Field Acquisition Office shall ensure corrections are made and submitted to the Acquisitions Management Section (AMS) by the 15th day following the end of each quarter (i.e., January 15, April 15). Statistical information required for the SF-281 shall be extracted and reported by AMS to the Department of Justice from IPRO quarterly.

c. **Certification of Reporting Requirements (Attachment 4-A of the Acquisition TRM).** This form shall be completed as specified in the BPAP.

d. **Designation Codes.** Designation Codes shall be recorded on each Request for Purchase and entered into IPRO. The designation code shall be made up of four characters. The first character shall be an alpha character representing the Contractor Type Business. The second character shall be a numeric character representing the Reporting Period. The third character shall be an alpha character representing the Method Used. The fourth character shall be a numeric character representing the Preference Program Used (i.e., A4C1, This code would represent an order awarded to a Small Business, in the 4th quarter, utilizing SAP Competitive procedures, and it was a Small Business Set-aside).

Contractor Type (A - W)

A - Small Business	M - HubZone Small Disadvantaged Business (SDB)
B - Small Disadvantaged Business	N - HubZone Woman Owned Small Business
C - Women-Owned Small Business	O - HubZone Woman Owned SDB
D - Large Business	P - Service Disabled Veteran Small Business
E - Outside U.S.	
F - JWOD	Q - Service Disabled Veteran SDB
G - HBCU/MI	R - Service Disabled Veteran Woman Owned SB
H - Small Dis (Min) & Woman Owned	S - Service Disabled Veteran Woman Owned
I - Other Entities	T - Veteran Owned Small Business
J - Tariff/Regulated Business	U - Veteran Owned SDB
K - Foreign/International Organization	V - Veteran Woman Owned Small Business
L - HubZone Small Business (SB)	W - Veteran Woman Owned SDB

Reporting Period (1 - 4)

1 - 1st Quarter
2 - 2nd Quarter
3 - 3rd Quarter
4 - 4th Quarter

Method Used (A - Q)

A - Tariff	I - Federal Schedules, Competitive
B - Foreign	J - Federal Schedules Non Competitive
C - SAP, Competitive	K - Federal Schedules, Not Available
D - SAP, Non Competitive	L - Other Orders, Competitive
E - SAP, Not Available for Competition	M - Other Orders, Noncompetitive
	N - Other Orders, Not Available
F - GSA, Competitive	O - Other Methods, Competitive
G - GSA, Non Competitive	P - Other Methods, Noncompetitive
H - GSA, Not Available for Competitive	Q - Other Methods, Not Available

Preference Program Used (0 - 4)

- 0 - None
- 1 - Small Business Set-aside
- 2 - Small Disadvantaged Business Set-aside
- 3 - 8(a) Set-aside
- 4 - HubZone Program

SUBPART 4.8 - GOVERNMENT CONTRACT FILES**4.802-70 - Contract File Numbering System Identification**

Request for Proposals (RFP)/Invitation for Bids (IFB), (SF-1449, or SF-1442) are numbered consecutively, preceded by the facility alpha abbreviation code and a hyphen (e.g., LVN-0001, ALD-5555) and continued until the limit of four digits is reached (e.g., HOU-9999) without regard to fiscal year. Trust Fund, and Building and Facilities (B&F) invitations are to be included in the same series.

Contracts are numbered as follows - Each starts with a "J" and the facility FMIS code followed by a small letter "c" and hyphen (e.g., J51105c-) followed by a three digit number assigned in sequence beginning with 001 and continuing through 999 without regard to fiscal year (General Accounting Office (GAO) Policy and Procedure Manual for Guidance of Federal Agencies, page 7.6-2). For Central Office contracting sections, the numbering will be as follows:

Acquisitions Management Section:	JA00c-
Community Correction Contracting Section:	J200c-
National Acquisitions Section:	JNASc-
Privatized Contracting Section:	J1PCc-
Construction Contracting Section:	JX00c-
Field Acquisition Office:	JFAOc-

Request for Quotations (RFQ) (SF-1449 or SF-18) are numbered consecutively. The identification number is preceded by the facility FMIS code and a hyphen (e.g., RFQ-50907-0001). RFQs shall be numbered by fiscal year (e.g., RFQ 40904-0005-03 indicates RFQ #5 for Fiscal Year 2003).

For the Central Office Contracting Sections, the numbering will be as follows:

Acquisitions Management Section	RFQ-AMS-001-3
Community Correction Contracting Section:	RFQ-CCC-001-3
National Acquisitions Section:	RFQ-NAS-001-3
Privatized Contracting Section:	RFQ-1PC-001-3
Construction Contracting Section:	RFQ-X00-001-3
Field Acquisition Office:	RFQ-FAO-001-3

Purchase/Task/Delivery Orders are numbered using the YREGDOC number, preceded by the facility alpha abbreviation code.

Requests for Purchase (RPs) - Contracting staff shall continue to assign a RP number to each document submitted to the Contracting Office for action (except Purchase Card Acquisition forms) and shall maintain a RP log, cross-referencing the YREGDOC number. RPs shall be numbered consecutively by fiscal year beginning with 0001 (i.e. R.P. 0001-03).

For the Central Office Construction Contracting Section, Property and Construction Branch and B&F new facility construction sites, RPs shall be numbered consecutively (regardless of fiscal year) beginning with 0001 until the completion of the project.

Blanket Purchase Agreements (BPAs) for Salaries and Expenses (S&E), Building and Facilities (B&F) and Trust Fund - This type of acquisition may be used when purchases of a wide variety of items, in a broad class of goods or services from several vendors, are routinely made. Obligations for these types of goods and/or services are made using an RP. BPAs are numbered consecutively. The identification number is preceded by the facility FMIS code and a hyphen, followed by the fiscal year (e.g., BPA-50907-0001-03).

For the Central Office Contracting Sections, the numbering will be as follows:

Acquisitions Management Section	BPA-AMS-001-3
Community Correction Contracting Section:	BPA-CCC-001-3
National Acquisitions Section:	BPA-NAS-001-3
Privatized Contracting Section:	BPA-1PC-001-3
Construction Contracting Section:	BPA-X00-001-3
Field Acquisition Office:	BPA-FAO-001-3

Contract, Purchase/Task/Delivery Order, Modification and RP Registers shall be maintained in accordance with the information required in Attachment 4-B of the Acquisition TRM.

4.804-5-70-1 - Detailed Procedures For Closing Out Contract Files

a. Major B & F Construction Projects

1. Requirements for Final Payment

- i. Final inspections and punch list have been completed and accepted;
- ii. All warranties, guarantees, and operating manuals have been received including complete equipment operation and maintenance instructions;
- iii. Sufficient funds have been set aside to offset any liquidated damages or other indebtedness of the Contractor to the BOP under the contract;
- iv. Clearance has been obtained from the surety company confirming that the Contractor has met all obligations. There are no outstanding litigation, appeal, or termination actions;
- v. There are no pending labor disputes;
- vi. All as-built drawings have been received; and
- vii. Contractor's final invoice has been submitted.

2. Contractor's Closeout Checklist

- i. The Contractor has submitted a "Contractor's Affidavit Release of Lien" (AIA document G706A) and "Contractor's Affidavit of Debts and Claims" (AIA document G706) pertaining to payment of Subcontractors and suppliers;
- ii. All as-built drawings have been received;
- iii. Contractor's final invoice has been submitted;
- iv. Release of Claims Form; and
- v. Consent of Surety Company to Final Payment [AIA form G707].

AIA forms can be obtained from The American Institute of Architects, 1735 New York Avenue NW, Washington, DC 20006-5292.

3. The Contracting Officer is required to furnish the following items:

- i. Certificate of Substantial Completion (AIA Form G704) (If granted);
- ii. Certificate of Contract Completion;
- iii. Multiple Payment Register (From Accounting);
- iv. Contracting Officer's Completion Statement; and
- v. Contract Close-out Checklist.

4. The Project Representative/Contracting Officer's Technical Representative is required to submit:

- i. Contractor's Performance Evaluation [SF-1420 (Construction) or SF-1421 (A&E)];
- ii. A memorandum to the Contracting Officer stating:
 - a. Final inspection has been completed;
 - b. Punch list items have been corrected;

- c. Location of all warranties, guarantees, operations manuals, and keying schedule;
- d. Location of "as-built" drawings and A/E prints; and
- e. Statement that all deliverables have been received and that the contract should be considered complete.

5. Job Closeout - Contracting Officers shall assure the following actions have been accomplished prior to job closeout:

- i. Transfer
 - a. Keys
 - b. Utilities
- ii. Obtain From the Contractor:
 - a. Letter establishing warranty dates
 - b. As-built documents including record documents, final shop drawings, etc.
 - c. Complete list of subcontractors with telephone numbers and points of contact
 - d. Guarantees and warranties
 - e. All balance and test reports
 - f. Equipment operating and maintenance instructions
 - g. Final Modification, confirm final payment due Contractor
 - h. All permits and certifications

b. Contracts Other Than Construction Greater Than \$100,000 (i.e., Nonpersonal, National Contracts, etc.)

The procedures set forth in FAR 4.804 shall be followed to include, but not limited to, the following:

- 1. Contractor Final Performance Report;
- 2. Evidence of final payment;
- 3. Statement from Program Manager that all services have been completed or all goods/supplies have been received;
- 4. Release of Claims from the contractor; and
- 5. Contracting Officer's Completion Statement.

c. Contracts Less Than \$100,000

1. Contractor Final Performance Report;
2. Evidence of final payment;
3. Statement from Program Manager that all services have been completed or all goods/supplies have been received.

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Part 4, Attachment 4-A

U. S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF PRISONS

FY _____

Institution

Quarter _____

Region

CERTIFICATION

I, _____,
_____, under
(NAME)

(TITLE)

the penalties of perjury have examined the information to be submitted by (facility name) to the Central Office of the Federal Bureau of Prisons, for making information returns on behalf of the Department of Justice to the Internal Revenue Service, and certify that this information has been prepared pursuant to the requirements of Section 26 U.S.C. 6050M and that it is to the best of my knowledge and belief, a compilation of records maintained in the normal course of business for the purpose of providing true, correct, and complete returns as required by 26 U.S.C. 6050M.

Signature*

Date

*Must be certified as follows:

Institutions - Wardens

Regions - Regional Director

Central Office - Director (or Designee)

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Part 4, Attachment 4-B, Page 1

"LOCAL REPRODUCTION AUTHORIZED"

FEDERAL BUREAU OF PRISONS
CONTRACT REGISTER

[illegible]

[illegible]

FEDERAL BUREAU OF PRISONS
CONTRACT MODIFICATION REGISTER

[illegible]

[illegible]

[illegible]

PART 7

ACQUISITION PLANNING

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SUBPART 7.1 - ACQUISITION PLANS

7.105-70 Requests for Purchase (Specification Cards)

PART 7. - ACQUISITION PLANNING**SUBPART 7.1 - ACQUISITION PLANS****7.105-70 Request for Purchase (Specification Cards)**

Cost Center Managers (CCM) may use the "Recurring Items Specification Card" (BP-S134.044) (or other approved computerized form), for their recurring requirements, including those acquired with the Government Commercial Purchase Card. Specification (Spec) Cards may be used in lieu of RPs. When used, each item of a recurring nature (e.g., warehouse stock, shop stock, medical or food supplies) will be listed on a separate form. When properly prepared, signed and approved for funds availability by the CCM, these forms provide the authorization and information required by the Contracting Officer to place orders for the quantities listed on the form.

For the Food Service Cost Center only, the BP-S134.044 is used in conjunction with the Food Service Form BP-281. Since the space for listing and describing individual items is limited on the BP-281, a corresponding Spec Card which fully describes the item may be used when necessary to adequately describe the item.

The Spec Cards are to be maintained by the CCM. On the first day of the second month of each quarter the CCM will review the Spec Cards for insertion of the ensuing quarter's requirements.

The CCM completes both front and back of the Spec Card (except areas indicated for Contracting Officer use only). Because the Food Service Form BP-281 continues to be used by the Food Administrator as a planning tool, the use of the CCM's portion of the Spec Card is optional for all edible food items. All other portions of the card should be completed. All entries should be made in ink since the cards become a record.

Upon acquisition of the Spec Card item, the Contracting Officer (or Purchase Card Cardholder), is responsible for completing the information in the blocks marked "Contracting Officer Responsibility." If the amount of the purchase is significantly different from the estimated total cost, the Contracting Officer should notify the CCM involved prior to award. The CCM reviews the cost center budget concerned to determine the impact of the increased/decreased cost and makes adjustments where necessary.

JUSTIFICATION FOR MEMBERSHIP

In accordance with Title 5, United States Code, Section 5946, appropriated funds may not be used to pay membership fees of an employee of the U.S. Government, regardless of the resulting benefit to the agency. However, an agency may purchase a membership in its own name i.e., (Bureau of Prisons, Federal Correctional Institution, etc.) upon administrative determination that the expenditure would further the agency's mission. Upon completion of this form, such a determination has been made for _____ (facility name).

(1) Name and brief description of the organization:

(2) Benefits to agency derived by the membership:

(3) Cost and time period the membership is to cover:

I have reviewed the benefits and costs, and determined that this membership will further the mission of the Federal Bureau of Prisons. Further, the primary purpose of this membership is not to obtain benefits or reduced costs for individual employees.

COST CENTER MANAGER

Date

The membership being acquired has met the justification of the "necessary expense."

CONTROLLER/COMPTROLLER

Date

CHIEF EXECUTIVE OFFICER

Date

"LOCAL REPRODUCTION AUTHORIZED"

PART 8

REQUIRED SOURCES OF SUPPLIES AND SERVICES

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SUBPART 8.0 - GENERAL

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**SUBPART 8.6 - ACQUISITION FROM FEDERAL PRISON INDUSTRIES, INC.
(UNICOR)**

8.604 Ordering Procedures

PART 8. - REQUIRED SOURCES OF SUPPLIES AND SERVICES**SUBPART 8.0 - GENERAL****8.002-70 - Use of Other Government Supply Sources**

a. **Motor Vehicle Acquisition.** Pursuant to Federal Property Management Regulations (FPMR) 101-26.501, the BOP is required to purchase new motor vehicles from GSA. The following procedures apply to acquisition of all motor vehicles:

1. The Facility Manager submits a Vehicle Acquisition Form, (Program Statement, "Facilities Operations") to the facility Chief Executive Officer for approval, and then to the Bureau Fleet Coordinator, Central Office. If the request is approved, the Bureau Fleet Coordinator assigns an approval number to the form and returns the form to the submitting Chief Executive Officer.

GSA publishes a vehicle acquisition catalog, "Federal Standards for Automobiles, Light, Medium, and Heavy Trucks." The publication is available by utilizing GSA Form 1781 "Vehicle Requisition" submitted to the address below:

General Services Administration
Centralized Mailing List Service
7 CAFL
PO Box 6477
Ft. Worth TX 76115
Ask for mailing code: AUTO-0001

Note: Agency Order No.: refers to Purchase Order No.
 Color: always indicate "White"
 Requisitioner: must always reflect the following
 address:

Federal Bureau of Prisons
Fleet Operations Office, Rm. 5008
320 First Street, NW
Washington DC 20534

2. Copies of all documents will be returned to the individual at the institution who requested the acquisition. Upon receipt of approval of the Vehicle Acquisition Form from the Bureau Fleet Coordinator, a copy of the approval, along with an RP, is forwarded to

the Contracting Office by the requestor. The Contracting Office completes and submits a GSA Form 1781 directly to GSA in accordance with the Facilities Management Manual.

SUBPART 8.4 - FEDERAL SUPPLY SCHEDULES (FSS)

8.405-2 - Order Placement

a. A uniform requisitioning and issuance system for obtaining supplies and equipment from GSA, the Department of Defense, and the Veterans Administration is prescribed in FPMR 101-26.2. Detailed instructions are contained in the "Fedstrip Operating Guide," a handbook issued by GSA. If not otherwise prohibited, the purchase card may be used.

b. Procedures for obtaining, changing, or deleting an Activity Address Code (AAC) are as follows:

1. Facilities desiring action on AACs shall address their request to the Chief, Acquisitions Branch;
2. Requests must contain the information required by the Fedstrip Operating Guide. In addition, the institution's Agency Location Code (ALC) must be provided on the request;
3. Requests, if approved, will be forwarded to GSA by the Chief, Acquisitions Branch; and,
4. Upon receipt from GSA, a copy of the document assigning the AAC will be furnished to the requesting facility.

c. New institutions must file an application with the GSA Customer Supply Center (CSC) before ordering supplies. The telephone number for the CSC to make application is 800-525-8027.

PART 11

DESCRIBING AGENCY NEEDS

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SUBPART 11.2 - USING AND MAINTAINING REQUIREMENTS DOCUMENTS

11.201-70 Disposition of Deceased Inmates

PART 11. - DESCRIBING AGENCY NEEDS**SUBPART 11.2 - USING AND MAINTAINING REQUIREMENTS DOCUMENTS****11.201-70 - DISPOSITION OF DECEASED INMATES**

The following specifications and procedures outlining shipment of a deceased inmate are provided for guidance purposes. For notification procedures, Contracting Officers shall follow their local Program Statement on Escapes/Deaths Notification.

These specifications are in accordance with 28 CFR, Chapter 5, Part 571, Subpart c, and indicate the quality and character of material and service the BOP requires. The contractor agrees that the quality of all material and services furnished hereunder will not be inferior to these specifications.

All state and interstate shipment laws relating to the embalming, preparation, burial, and shipment of bodies must be fully observed and complied with, and in any case wherein the state law contains requirements more rigid than the requirements set forth herein, such laws will be controlling.

a. **General.** The contractor shall pick up the body and transport to the contractor's funeral parlor in a suitable closed conveyance. After embalming and dressing, the contractor shall transport the body to the railway station, air terminal, or local cemetery as directed by the Contracting Officer or designee. The contractor shall secure or furnish all necessary papers and permits for shipment or interment. Suitable space in the undertaking establishment shall be available for the performance of postmortem examinations when requested by the Government.

b. **Burial Cases.** There are, in general, two different types of burial cases. Each body shall be embalmed according to its condition and in a manner to ensure thorough preservation of all tissues. All body orifices shall be treated and closed in accordance with state laws.

A post-embalming inspection of each body shall be made by the embalmer to determine whether the preservation is uniform and complete, or whether further treatment is required. If further treatment is required, it shall be given before final delivery of the body. The body must be in an acceptable state of preservation at the time of final delivery.

1. **Normal Cases.** Appropriate when death has been due to disease or other causes, and where there has been little or no mutilation or breakdown of body tissue. For such cases, preservation shall be accomplished by a thorough cavity treatment. Standard preservative solutions shall be used for the arterial injections and cavity saturation.

2. **Autopsied Cases.** This will be where a partial or complete autopsy has been made to an extent which will not permit a normal arterial embalming operation. Sectional embalming shall be used to thoroughly preserve the body, including organs, and the inside of the body cavity shall be treated with a hardening compound. The cranial cavity shall be filled with plaster of paris or other suitable material and the calvarium securely replace. All incisions shall be tightly sutured and treated to prevent leakage.

c. **Preparation of Body.** Complete embalming services will be performed including all standard practices to conform to applicable state laws.

1. The contractor shall restore the body to be as lifelike in appearance as is possible.

2. The contractor will furnish and dress the body in all appropriate clothing.

d. **Casket.** A standard size casket, manufactured in accordance with minimum industry standards shall be furnished. If a requirement for a sealed or oversize casket arises, the contractor shall notify the Contracting Officer for authorization.

e. **Outside Container.** Each casket shall be furnished with the types of outside container required by industry standards. The type of container may differ depending on the mode of transportation required.

f. **Shipping of Body.** In the event of an inmate death, the same regulations apply as those for transportation for an inmate release. Per the Program Statement for Release Gratuities, Transportation, and Clothing, the BOP pays for transportation to the inmate's residence of record or place of trial. If the inmate's family wants the body returned to an alternate location, the family is responsible for pickup of the body from that point or directly from the burial services contractor. The following methods are authorized for transportation:

1. **Air/Train Transportation.** If the location is such that transportation by air or train is beneficial to the Government, these transportation services can be acquired.

2. **Ground Transportation.** If the location is such that transportation by ambulance or hearse is beneficial to the Government, the burial contract mileage rate will be the rate in the burial services contract.

PART 13

SIMPLIFIED ACQUISITION PROCEDURES

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SUBPART 13.3 - SIMPLIFIED ACQUISITION METHODS**13.301-70 - Governmentwide Commercial Purchase Card Program**

The general standards, guidelines, and procedures for all cardholders are located in the "Federal Bureau of Prisons Purchase Card Handbook," (Attachment 13-A of the TRM).

a. Special Acquisition Procedures for Trust Fund Cardholders: Trust Fund staff are authorized to acquire resale items for \$25,000 or less. The Approving Official for Trust Fund acquisitions for resale items is the Trust Fund Supervisor. For Trust Fund resale items a Receiving Report is required. Training for Trust Fund cardholders shall be in accordance with BPAP Part 1.603-2(b)(1).

b. Procedures for Contracting Officer Cardholders for Acquisitions for Other Cost Centers: Contracting Officers may use the purchase card on behalf of other Cost Centers for amounts in excess of \$2,500, but not exceeding \$25,000. These procedures do not permit the purchase of an otherwise prohibited supply or service.

1. Institutions may use the purchase card under the terms of this Part, providing Contracting Officer staffing and workloads at the each location have been taken into consideration.

2. The institution's internal procedures shall not place an undue burden on the Contracting Officer. This shall be accomplished by delegating all responsibilities normally belonging to the Cardholder, except final statement reconciliation, to the representative Cost Center.

3. The SCS is the Approving Official for reconciliation purposes only, and carries additional oversight responsibilities to ensure applicable purchasing procedures were followed and that the file contains the appropriate documentation (e.g., approvals, competition, or when applicable, the same documentation required as if a Contracting Officer processed the order by any other method).

4. The Contracting Officer will apply all purchase card acquisitions to one card, which will result in the Contracting Officer designating the correct re-post accounting information on each line item listed on the purchase card statement. The Contracting Office may

choose to set up additional purchase cards to support acquisitions on behalf of a single cost center. However, it is recommended additional purchase cards should be limited to larger cost centers with frequent acquisitions between \$2,500 and \$25,000 (i.e., Food Services, Health Services, Mechanical Services).

5. The Cost Center may present a pre-approved and funded Purchase Card Acquisition Form or RP Form that is estimated above the micro-purchase threshold, but not more than \$25,000, to the Contracting Officer Cardholder. Each Cost Center must include the "master" accounting information for re-post purposes. The request must contain an adequate commercial description, but must be appropriate for oral price quotes. The request should not contain line items so numerous that receipt of oral price quotes would be impracticable. **Note:** This does not preclude the Contracting Officer Cardholder from obtaining fax quotes. Three vendors should be suggested/listed, along with their telephone numbers.

6. Those quotations resulting in a price in excess of \$2,500, but not exceeding \$25,000, will be ordered by the Contracting Officer using the purchase card. Ordering procedures listed in the Purchase Card Handbook should be followed. The Purchase Card Acquisition Form or RP (showing agreed-upon pricing, etc.), is immediately faxed to the Receiving area, and to the person responsible for receipt/pick-up.

7. Variations between the quoted purchase price and the funded amount shall be reported immediately to the Cost Center Manager, and if necessary, some type of notation (or e-mail), is to be provided to document the Cost Center's concurrence for additional funding availability.

8. Once competed, any purchase card/RP resulting in \$2,500 or less shall be returned to the Cost Center.

9. The Cost Center shall be responsible for pick-up from the Warehouse or vendor.

10. Under no circumstances will the Contracting Officer's card number be compromised by assigning the statement reconciliation to the Cost Center. The Cardholder shall reconcile the statement, using the documentation provided by the Cost Center.

11. At the time of reconciliation of the Cardholder's monthly statement, it shall be the Contracting Officer's responsibility to notify Cost Center Managers of the actual amount of the charges made and/or any disputed amounts applicable to their Cost Center(s). This should also include information of any outstanding orders not yet appearing on the statement. Once the Contracting Officer has reconciled each monthly statement, he/she shall forward the entire package to the SCS/Approving Official for approval of the statement.

For these types of acquisitions affecting multiple Cost Centers, a copy of these files shall be maintained by the CCM. However, this does not preclude the Contracting Officer Cardholder from keeping copies of documents necessary for future reconciliations, etc.

These procedures are not intended to prompt the Cost Center to combine, and consequently divert what were previously separate purchase card actions back to the Contracting Officer. Nor are these procedures intended to result in a more complicated or cumbersome reconciliation process than if the supplies or services were ordered via Blanket Purchase Agreements or Purchase Orders.

**FEDERAL BUREAU OF PRISONS
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11. **OVERSIGHT**

1. PURPOSE OF THE BUREAU OF PRISONS PURCHASE CARD HANDBOOK.

The purpose of this Handbook is to provide standards and guidelines for the implementation, management, and use of the Governmentwide Commercial Purchase Card Program for acquisitions of \$2,500 or less. Section 5 of the Purchase Card Handbook also describes standards and guidelines for the use of the Governmentwide Commercial Purchase Card for acquisitions not exceeding \$25,000.

2. BACKGROUND.

The Purchase Card Program is intended to streamline and simplify acquisition and payment procedures; give staff the opportunity to make practical business decisions in obtaining products or services for which they are knowledgeable; improve Government cash management practices by consolidating payments, and reducing administrative burdens, while providing comprehensive monthly financial reports; and enabling Cost Center Managers (CCM) to improve management control and decision making. The program delegates micro-purchase authority to each CCM/Approving Official (AO) (and their designees).

The Procurement Executive has direct overall responsibility for the Purchase Card Program within the BOP. The BOP's Level I APC, shall be located in the Acquisitions Branch, Acquisitions Management Section (AMS) and is the BOP's primary representative to the Purchase Card Bank (PCB). The Chief, Field Acquisition Office is the Level II APC. The facility Controller/Business Administrator or equivalent/designee and the Regional Comptroller are the Level III APCs, and have direct overall responsibility for the Purchase Card Program at each location.

3. GUIDELINES FOR IMPLEMENTING THE PURCHASE CARD PROGRAM AT LOCAL OFFICES.

- a. In order to participate in the program, each facility establishes an internal obligation document (e.g., Blanket Purchase Agreement) each fiscal year to facilitate payment of the purchase card invoice.
- b. In order to allow the PCB to administer the BOP's accounts, each facility shall complete an Authorized Signer form containing the following information:
 - (1) Original signatures for the Level III APC and alternates;

- (2) Facility name, address, telephone and fax numbers, and Internet **office** e-mail address;
 - (3) Level III Identification Number: Facility Financial Management Information System (FMIS) Allotment Code (five-digit identification number);
 - (4) Level III APC (facility Controllers/Business Administrators/Regional Comptrollers and their respective designated alternates) to include individual name, addresses, telephone numbers, individual Internet e-mail addresses, and fax numbers, etc.
- c. **Payment Support.** The PCB provides a BOP-wide summary invoice at the conclusion of each billing cycle to the Central Office, who pays the invoice in full, and then charges each BOP location for their monthly charges. BOP Controllers/Business Administrators/Regional Comptrollers are responsible for: ensuring accruals are properly established for purchase card acquisitions; ensuring the purchase card payment transactions are properly recorded in the BOP FMIS; and for reconciling the Central Office monthly charge with the PCB's monthly charge statements, the amounts entered into FMIS, and for ensuring appropriate reposting, when applicable.
- d. Individual charges placed against the purchase card are **not** reported in the Federal Procurement Data System (FPDS).

4. **DEFINITIONS.**

The following definitions are applicable for the Governmentwide Commercial Purchase Card Program.

a. **Definition of Positions:**

- (1) Agency Program Coordinator (APC) (Level III): The facility Controller/Business Administrator or equivalent/designee, or Regional Comptroller is the APC for each facility and Regional Office, respectively.
- (2) Approving Official (AO) (Level IV): The AO is usually the CCM. However, the CCM can designate another staff member from his cost center to be the AO for his/her cost center. An alternate AO

(or acting) shall be designated to avoid statement processing delays and late payment penalties in case of absence.

An AO may not be organizationally subordinate to his/her Cardholders; nor may a Cardholder be his/her own AO. Therefore, if an AO holds a card, a separate AO must be designated within the local organization. A Cost Center Manager who is a cardholder need not obtain pre-approval for expenditure of his/her own funds. However, all miscellaneous approval in Section 9(b) must be obtained; and post-approval by the AO must be obtained at the time of statement reconciliation.

- (3) Cardholder: The individual, Government employee, granted a written Delegation of Cardholder Authority, or a warranted Contracting Officer authorized to use the purchase card. The card is in the cardholder's name and can be used only by the cardholder to pay for official acquisitions in compliance with the Federal Acquisition Regulation (FAR) and BOP's internal procedures.
- (4) Purchase Card Bank (PCB): The PCB may provide service to support the BOP during the contract, as arranged by the Central Office. The PCB produces and disseminates purchase card statements and investigates all amounts disputed by the Cardholder and Disputes Office Contact. The PCB aids the Level III APC in account set-up, coordination, disputes, etc., of the Purchase Card Program.
- (5) Billing Office Contact (BOC): The Central Office Finance Branch coordinates payment for the PCB. The Central Office makes payments to the PCB on behalf of the entire BOP.
- (6) Disputes Office Contact: The Level III APC is the disputes office contact.
- (7) Financial Management: The Controller/Business Administrator/Regional Comptroller (or respective designee), is responsible for monthly verification of his/her facility's purchase card charges. Monthly Cardholder statement charge totals from the PCB are reconciled with the purchase card payment total assessed the facility by the Central

Office Finance Branch. This position is also the coordinator for the settlement of discrepancies or disputes that arise from defective, faulty, undelivered, or returned merchandise, credits for sales tax refunds, and credits for billing errors with the PCB **only** after the Cardholder has exhausted all avenues for disputes/discrepancies.

- (8) Supervisory Contract Specialist (SCS): The SCS (or designee), is responsible for providing technical advice regarding acquisition regulations to all staff involved in the Purchase Card Program. The SCS is also the AO for Contracting Officer Cardholders authorized to make acquisitions not exceeding \$25,000 on behalf of other Cost Centers.
- (9) Chief, Field Acquisitions Office (FAO): The Chief, FAO, is responsible for issuing the "Delegation of Cardholder Authority" for Regional and field locations. This authority may not be further delegated. The Chief, FAO is also responsible for oversight requirements specified in the BPAP.
- (10) Chief, National Contracts and Policy (AMS): The Chief, AMS is responsible for issuing the "Delegation of Cardholder Authority" for Central Office.

b. **Definition of Reports:** The PCB is capable of providing a series of standard reports to the BOP. The BOP may also determine its own reporting requirements, and establish which of the available reports are necessary for its particular need. Other reports may be required and specified to the PCB by the Central Office. Each Level III APC receiving these reports shall maintain and use them appropriately. However, at a minimum, the following copies are required for financial reconciliation:

- (1) Cardholder Monthly Statement: A monthly statement sent by the PCB to each Cardholder itemizing all purchase card transactions made within the established billing period.

- (2) Approving Official (Level IV) Summary: A monthly report sent by the PCB to each AO summarizing the transactions and acquisitions of each Cardholder under the AO's control.
- (3) Finance Office (Level III) Summary: A monthly report for each BOP Financial Management Office summarizing monthly purchase card charge accounts.

c. **Forms:**

- (1) Authorized Signer Form (available on BOPDOCS): A request that is prepared by the local APC and approved by the Level I APC in order for the local APC and/or designated alternates to be able to process Cardholder Maintenance requests. If a facility does not have a designated authorized signer, the request will require only the approving signature of the Level I APC.
- (2) Cardholder Maintenance Form (available on BOPDOCS): A request that is prepared by the APC or designee when a request for a new Cardholder is required, any type of change is necessary for an existing Cardholder, or to cancel an existing cardholder account.
- (3) Disputes Form (available on BOPDOCS): When a Cardholder discovers a discrepancy with his/her monthly statement (i.e., amount, quantity, etc.), the Cardholder must immediately seek to resolve the problem with the vendor. However, if the Cardholder is unable to resolve the issue with the vendor within a short period of time, the Cardholder should complete a Dispute form, indicating the nature of the problem, and forwarding it to the Level III APC, who notifies the PCB of the dispute. A copy must also be forwarded along with the Cardholder's monthly statement to the AO.

Note: The Cardholder may attempt to dispute sales tax charged erroneously, if in excess of authorized amounts. In accordance with Treasury procedures, the BOP may pay the sales tax, but Cardholders should make an effort to obtain a credit from the vendor.

- (4) Hierarchy Level 3 Form (available on BOPDOCS): A request prepared to establish, change or delete a local APC. Filing this form with the PCB enables the PCB to send monthly reports to the appropriate APC.
- (5) Hierarchy Level 4 Form (available on BOPDOCS): A request prepared to establish, change or delete an AO. Filing this form with the PCB enables the PCB to send the monthly AO reports to the appropriate facility APC.
- (6) Purchase Card Acquisition Form (available on BOPDOCS): A request that is prepared by the Cardholder and approved by the AO prior to placing a purchase card order. The form should include a complete description of items to be ordered, quantities, unit prices, line item totals, shipping charges, and other applicable information. Distribution of this form is as noted in Section 5, "General Acquisition Procedures." This documentation shall be used by the Cardholder to reconcile their monthly statement. To ensure the Purchase Card Acquisition form contains the information necessary for reconciliation, it is recommended that Cardholders use the Purchase Card Acquisition Form available on BOPDOCS.

Note: The standard BOP RP shall not be used for purchase card acquisitions below \$2,500.

- (7) Request for Delegation of Cardholder Authority (Exhibit A): The application form to obtain a Delegation of Authority for Cardholders.

d. **General Definitions:**

- (1) Account Set-Up Information: The specific information required by the PCB for each Cardholder or AO so that an active account can be established for that Cardholder. This information is supplied to the PCB by the APC. The AO at each facility completes the Cardholder Maintenance form, and the Hierarchy Level IV AO form and forwards to the Level III APC.

- (2) Delegation of Cardholder Authority: After receiving the required training, and prior to making application to the PCB, each prospective Cardholder shall obtain specific purchase authority for use of the purchase card. This is accomplished via written request from the Controller/Business Administrator or Regional Comptroller. Once granted, this delegation is made in writing by the Chief, FAO, for the amount of \$2,500, and references the cite where prohibited items are listed. Warranted Contracting Officers's do not need to obtain a separate Delegation of Cardholder Authority Letter.
- (3) Single Purchase Limit: The limitation on the amount a Cardholder is permitted to purchase at any one time. An acquisition will not be authorized by the PCB if the acquisition exceeds the Cardholder's single purchase limit. This limit (set by the Approving Office) applies to total amount, not per item or line item total. Except for Warranted Contracting Officers or Trust Fund staff with Special Level I authority for re-sale items, the single purchase limitation is a maximum of \$2,500 per transaction for those Cardholders holding a Delegation of Cardholder Authority Letter. The single purchase limit cannot exceed the Cardholder's Delegation of Cardholder Authority.
- (4) Monthly Cardholder Purchase Limit: The monthly purchase limitation (set by the AO) is the amount that each Cardholder may purchase during the monthly billing cycle, and may be reflective of funding limitations.

5. **GENERAL ACQUISITION PROCEDURES.**

Use of the purchase card is governed by the FAR, Part 13, and the BPAP, Part 13.3.

If the price of an item is unknown before making an acquisition by telephone or in person, the Cardholder contacts the vendor and obtains the complete pricing, shipping, and delivery information as required in micro-purchase procedures.

When procuring items by telephone or over the counter, the Cardholder must inform the vendor that the acquisition is for official U.S. Government purposes and therefore, is not subject to state or local sales tax. The BOP tax identification number is 53-0205705.

Items purchased over the counter should be available immediately. Those supplies ordered by telephone should be delivered as soon as practicable. Vendors should be advised that partial orders and back orders are discouraged. Cardholder shall obtain confirmation from the vendor that the purchase card will be charged only when shipment is made.

Cardholders must notify vendors to place the following information on the shipping document:

1. Department Name or Cost Center;
2. Last Name of Requestor or Cardholder;
3. Notation that it is a Purchase Card order;
4. YREGDOC number;
5. Include receipt/packing slip; and
6. Include any Material Safety Data Sheets (MSDS).

The vendor should also be informed that due to security concerns, if the delivery does not contain the above information, the order may be returned. The cardholder should direct the vendor delivering to the institution not to place the purchase card number on any of the shipping documents.

For supplies, partial orders and back orders should not be accepted for Purchase Card acquisitions. In cases where partial orders and/or backorders occur, the Cardholder is responsible for ensuring all supplies are received, and future monthly statements are properly reconciled. A copy of the original Purchase Card Acquisition form should be used along with the statement and any receipt/packing slip. It is the Cardholder's responsibility to resolve any discrepancy, whether in quantity or price.

Vendor selection is made on the basis of a reasonable price or value to the Government. Cardholders should rotate vendors, and avoid splitting orders to circumvent the \$2,500 competition threshold.

The Cardholder/requestor shall prepare a Purchase Card Acquisition Form to reflect all detailed item descriptions, unit prices, extended totals, shipping/handling charges, and other applicable information (i.e., pre-approvals, accounting information, signatures). The Cardholder obtains the AO's signature and a YREGDOC number on the form prior to placing the

order. Once the order is placed, a copy of this form is forwarded to the Warehouse **prior** to receipt of the order, unless the order is to be picked up by the Cardholder. Upon receipt of the Cardholder's monthly statement, the original copy is forwarded with receipts, packing lists, etc., to the AO, and retained for a period of not less than three years. Additionally, the Cardholder is responsible for maintenance of all records, reports, packing slips, or receipts to verify charges against their monthly statement until forwarded to the AO. These Cardholder records are retained for future review purposes. If the Cardholder cannot substantiate the acquisition was necessary and for official use, the institution must address this situation by referring it to the Office of Internal Affairs, and if warranted, requiring reimbursement by the employee.

6. **DELEGATIONS/RESPONSIBILITIES.**

- a. **Cardholder:** Each cardholder must take the BOP Purchase Card Training and Ethics Training. Once training is completed, the cardholder is submitted for Delegation of Cardholder Authority and receives a copy of the BOP Purchase Card Handbook. After receipt of the Delegation of Cardholder Authority, the APC submits the Cardholder's purchase card application to the PCB. The Cardholder is responsible for the following activities:
 - (1) Upon receipt of a purchase card, immediately use the PCB's Voice Response Unit to activate the card.
 - (2) Abide by the local institution's administrative control for obtaining authority to place an individual purchase card order.
 - (3) Abide by the acquisition guidelines and documentation requirements as trained, and described in Section 5 and 9 of this handbook. The Cardholder shall consult the SCS, or designated Contracting Officer, for technical acquisition assistance, if questions arise regarding acquisition regulations.
 - (4) Maintain complete records of each order placed, including detailed item description, quantity, unit prices and extended subtotals, shipping/handling charges, and totals on the Purchase Card Acquisition form.

Note: If the **merchandise is to be delivered to the Warehouse**, the Cardholder must **send a copy of the form to the Warehouse, prior to delivery.**

- (5) Maintain itemized receipts and/or packing slips.
- (6) Document any follow-up action with vendors concerning undelivered orders.

Each month, the PCB will provide a monthly statement for acquisitions made with the Cardholder's purchase card. Upon receipt, the Cardholder shall perform the following duties:

- (1) Reconcile Purchase Card Acquisition form with the receipt/packing slip verifying each item, quantity, price, line item total and shipping/handling charges. This information is then reconciled with the monthly statement to ensure the total charges reported on the statement are correct.
- (2) Assign the correct accounting classification information to each expenditure **only** if the information is different from the cardholder's default accounting code.
- (3) Sign the statement, attach all Purchase Card Acquisition Forms and itemized receipts or packing slips, and forward to the AO as soon as possible after statement is received.
- (4) If unable to resolve any discrepancy with the vendor, the cardholder is to immediately forward a Dispute Form to the APC and aid any investigation of disputed charges (see Section 10(b), "Disputed Charges").
- (5) Mutilate and return the purchase card to the APC upon termination or demand made by the AO or APC.
- (6) Responsible for proper use of the purchase card. Improper use of the purchase card may result in disciplinary action.

Note: **Cardholder accounts without any transactions for six (6) consecutive months will be automatically cancelled by the Level I APC.**

- b. **Agency Program Coordinator (APC) (Level III):** This APC shall oversee the technical and administrative aspects of the Purchase Card Program at each respective facility. The APC (or alternate), shall serve as coordinator between the PCB, and each facility's staff. The APC shall ensure Authorized Signer forms with original signatures are submitted for the APC and all alternates through the Level I APC to the PCB.

All applications for new cardholders, cancellations, changes to limits, etc., shall be forwarded to the local APC (or alternate) who shall notify the PCB. APC's responsibilities include:

- (1) Receiving AO's applications, collecting any information needed, and forwarding to PCB. Prior to forwarding, the APC ensures that all AO applicants have received the training specified in Section 8, "REQUIRED TRAINING," by verifying and maintaining documentation on the AO's Training Record.
- (2) Receiving Cardholder's applications, verifying and maintaining documentation of appropriate training, maintaining Delegation of Cardholder Authority on each Cardholder, and collecting any information needed.
- (3) Ensuring a default accounting classification code is inserted on each Cardholder application in accordance with designated accounting procedures, including project code and sub-object. The exact entry on the application shall be inserted in block entitled, "Account Class Code."
- (4) Ensuring each application has the approved single purchase limit (not to exceed the Cardholder Delegation of Authority), and the monthly cycle limit, as specified by the AO.
- (5) Forwarding Cardholder and AO applications and maintenance forms to the PCB.
- (6) Keeping an updated master list of Cardholders for each AO (including single purchase limits and monthly cycle limits).
- (7) Ensuring accruals (when applicable), are properly established for purchase card acquisitions in

accordance with the current Accounting/Budgeting policies.

- (8) Ensuring the purchase card payment transactions are properly recorded in FMIS.
- (9) Reconciling the monthly Central Office charges with the monthly Cardholder's statement from the PCB, the amounts entered into FMIS, and reposted amounts, (when applicable).
- (10) Collecting, cancelling, and appropriately disposing purchase cards.
- (11) Providing written and/or electronic confirmation of all card cancellations to the PCB.
- (12) Providing written and/or electronic information on disputes to the PCB.

c. **Approving Official(AO):** Upon verification of training by the APC, each CCM or their designee may be designated as an AO. Each proposed AO shall complete an application and forward to the APC. An AO may not be organizationally subordinate to his/her Cardholders. Should a AO desire to become a Cardholder, a separate AO must be designated within the organization. AO responsibilities include:

- (1) Satisfying the training requirements as specified in Section 8, "REQUIRED TRAINING," (to include alternate AOs for those in an acting capacity).
- (2) Obtaining a copy of the current BOP "Purchase Card Handbook" (available on BOPDOCs).
- (3) Nominating Cardholders and initiating issuance of purchase cards through the APC. This includes providing a copy of the Cardholders Delegation Authority Letter to the APC. The AO ensures that the number of Cardholders under his/her control is not so excessive that it unnecessarily exposes the BOP to waste, fraud, and abuse.
- (4) Specifying the single purchase limit and monthly cycle limit for all Cardholders within his/her responsibility.

- (5) Tracking budgetary restraints in accordance with national policy and local supplements, and authorizing individual acquisitions on the Purchase Card Acquisition Form for Cardholders under their responsibility. Estimate monthly accruals and submit to Financial Management, when applicable. In cases when the AO is the Cardholder, the budgetary duties shall remain the CCM's responsibility).
- (6) Pre-approval of all Cardholder acquisitions.
- (7) Receiving, on a monthly basis, Cardholder's monthly statements, from each Cardholder under their responsibility. Upon receipt, the AO performs the following:
 - (a) Review each cardholder's statement to determine if the acquisitions are appropriate and necessary Government acquisitions, and are in accordance with acquisition guidelines;
 - (b) Verify the charges appearing on the Cardholder's monthly statement, and verify account classification codes, and if different from the default code, include the appropriate codes for re-posting purposes;
 - (c) Sign each monthly statement as the AO and forward to the Financial Management Office as soon as possible after receipt of statement.
- (8) Receiving the Monthly AO Summary, which is a composite of all charges by the individual Cardholders assigned to each AO. The CCM (if different from the AO) shall be responsible for keeping the "official" purchase card files for review purposes. The CCM should consider that Cardholder numbers are included in these files and should be appropriately secured. AOs will be responsible for keeping their own copies of purchase card statement summaries on file, as well as a copy of each individual Cardholder's statements (with attachments) for five years. The attachments will include:
 - (a) Purchase Card Acquisition Form;

- (b) Customer copy of receipt(s) and/or packing slip(s); and
 - (c) Any other documents or pertinent information (e.g., approvals, etc.).
 - (9) Authorizing the PCB, through the APC, to accept deviations from the pre-established single purchase and/or monthly cycle dollar limits in emergency situations.
 - d. **Financial Management Staff:** Responsibilities of the Financial Management staff include the following:
 - (1) Reconcile monthly AO's Summary Report and/or Cardholder's monthly statements to the charges made by the Central Office Finance Branch in FMIS.
 - (2) Assist in resolution of disputes regarding purchase card charges, and report to the APC.
 - e. **Supervisory Contract Specialist (SCS) (or other designated Contract staff):** The SCS serves as technical acquisition advisor to Cardholders, AOs and others involved in the program. The SCS shall also be the AO for Contracting Officer Cardholder's making purchases between \$2,500 and \$25,000 on behalf of other Cost Centers.
- Note: The Trust Fund Supervisor shall be the AO for Trust Fund staff Cardholders.**
- f. **Finance Branch:** Responsibilities of the Central Office Finance Branch include the following:
 - (1) Making timely payments for each facility and then billing each facility by using FMIS.
 - (2) Serving as each facility's higher level Disputes Office, when needed.
 - g. **Warehouse Staff:** The following procedures shall be implemented and included in the local Institution Supplement addressing receiving procedures:

- (1) Upon receipt of a Purchase Card Acquisition Form, the Warehouse staff establishes and maintains the form in a separate, alphabetical file, by vendor name.
- (2) The Purchase Card Acquisition Form is used in the identification of deliveries. Warehouse staff are responsible for identification of the order and notifying the appropriate staff member for order pick-up. Warehouse staff are not responsible for checking-in merchandise for conformance or completion.
- (3) The Warehouse staff establishes and maintains a Closed Purchase Card Acquisition file.

7. **FUNDING.**

Funding for Cost Centers and individual Purchase Card Acquisitions forms are accomplished and documented in accordance with current Accounting and Budgeting Policies.

Note: Trust Fund accounting procedures remain the same as current practices for resale items purchased.

8. **REQUIRED TRAINING.**

Personnel designated to become cardholders or an AO must first receive approved Ethics and Purchase Card training and complete appropriate certifications. Personnel designated to be Cardholders must also obtain a Delegation of Cardholder Authority or must hold a Contracting Officer Warrant. Applicants may be credited for the ethics portion of the training if they have completed the CCM self study course, the COTR self study course, or Procurement Integrity training.

At a minimum, training for the Purchase Card Program, includes viewing the BOP's Purchase Card Training CD. The training covers the fundamentals of making acquisitions for \$2,500 or less, such as mandatory sources, and additional prohibitions against the use of the purchase card.

When an individual has completed the required training, the local Employee Development Manager or Employee Development Administrator issues a document certifying training completion (i.e., memorandum, e-mail, certificate, etc.).

Individuals with Delegation of Cardholder Authority are considered procurement officials, as defined under Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. § 423), and must receive procurement ethics and procurement integrity training and complete the BOP Procurement Integrity Certification form (available on BOPDOCS).

9. AUTHORIZED PURCHASES.

The card may be used to pay for commercially available goods and services within the \$2,500 threshold, and for other allowable acquisitions. However, some acquisitions are limited:

a. Prohibited Items:

- (1) In accordance with the PCB's contract, the purchase card may not, under any circumstances, be used for: rental or lease of land or buildings, major telecommunications (telephone) services, or **personal use items**.
- (2) Due to accountability requirements, and as specified by BOP's internal controls or various policies, the following shall not be procured with a purchase card: cash advances/ATM withdrawals; meals, lodging, rental of vehicles, or airline tickets in conjunction with employee travel; uniform allowance items; incentive awards (except authorized by Human Resource Departments); advisory and assistance services; lethal and non-lethal weapons; and ammunition.

Note: The purchase of prohibited items may result in disciplinary action.

b. Regulated Acquisitions: The use of the purchase card is **limited in the following ways:**

- (1) Due to requirements specified in various BOP Program Statements, the following may be procured with the purchase card, once the advance approvals and/or other requirements have been met: paid advertisements; business cards; temporary services; lease or purchase of Information Technology (IT) software, and computer equipment (e.g., printers, monitors, internal modems, repairs. etc). See BPAP Part 7.105-73(c) for required approvals and the Property Management

Manual for a list of controlled items. If appropriate approvals are first obtained, the acquisition of such supplies/services may be accomplished with the purchase card.

- (2) Controlled Property as identified in the current Property Management Manual may be procured with a purchase card, **except** for controlled property identified in Section 9.a.(2) of the Purchase Card Handbook. However these items must be
 - (a) received in the Warehouse;
 - (b) receive Federal Prison System (FPS) numbers; and
 - (c) have a Receiving Report.
- (3) It is not mandatory that drugs procured off the VA Pharmaceutical Contract be procured with the purchase card.
- (4) Purchase Card usage is not required for any mandatory contract where the vendor does not accept the Purchase Card.

UNDER NO CIRCUMSTANCES SHALL THE CARD BE USED FOR PERSONAL PURCHASES. VIOLATIONS MAY RESULT IN DISCIPLINARY ACTION.

10. PROCEDURES.

- a. **Federal Procurement Data System (FPDS) Reporting:**
Individual charges placed against the purchase card are not reported in the FPDS. Accordingly, internal documents developed to facilitate accruals should reflect four asterisks as the designation code.
- b. **Disputed Charges:** If any statement item is found to be incorrect, the Cardholder adheres to the following procedures:
 - (1) Immediately attempt to resolve the disputed charges with the vendor involved, so that a credit appears on the next Cardholder's monthly statement.

- (2) If a resolution with the vendor is not possible, or the credit does not appear on the next statement, the Cardholder immediately prepares a Disputes form (one for each item in question). The Disputes form can be obtained from the local APC. Shipping and handling charges or sales taxes may also be disputed using this form (see "Note" in Section 4(c)(3) of the Purchase Card Handbook for clarification).
 - (3) Send the original Disputes Form to the APC and make two additional copies of this completed form. One copy, with backup documentation, shall accompany the monthly statement, and one copy is to be retained by the Cardholder for tracking purposes. The original shall be sent to the PCB by the APC.
 - (4) Track disputed items and ensure all acquisitions due are received.
- c. **Card Security:** It is the Cardholder's responsibility to safeguard the purchase card and account number at all times. Staff are reminded to take the necessary precautions to ensure that **under no circumstances are inmates to have access to a card number** (i.e., by processing/filing records, when placing orders by telephone, etc.). The Cardholder must not allow anyone to use his/her card or account number. A violation of this security and trust may result in disciplinary action.
- d. **Lost/Stolen/Compromised Cards:** The BOP will not be liable for any unauthorized use of the purchase card. Unauthorized use is defined as use of a purchase card by a person other than the Cardholder, who does not have actual, implied, or apparent authority for such use, and from which the Cardholder receives no benefit. However, the BOP may be responsible for charges against the card if a loss or theft is not reported to the PCB within the specified time. The Cardholder will not be personally responsible for charges on a lost or stolen card if reported properly. If a card is lost or stolen, the Cardholder must:

- (1) Immediately (within one working day of knowledge that the purchase card was lost or stolen) notify the AO, the APC, and the PCB via telephone. The PCB's toll free telephone number is 1-888-297-0781. For locations outside the U.S., call collect at 847-488-4441.
- (2) Submit a written report to the AO within five workdays, which will be forwarded through the APC to the PCB. The report shall include:
 - (a) Card Number;
 - (b) Cardholder's complete name, as it appears on card;
 - (c) Date card was stolen or lost;
 - (d) Location loss occurred (if known);
 - (e) If stolen, date reported to police;
 - (f) Date the PCB was telephonically notified; and
 - (g) Purchase Card acquisitions made the day the card was lost or stolen.

A new card will be mailed upon the reported loss or theft.

- e. **Employment Termination of Cardholder:** When Cardholder employment is terminated, the AO obtains the mutilated card from the Cardholder, and immediately notifies the APC, who notifies the PCB via telephone or electronically (within one working day) of the discontinuance of the card.

- (1) Submit a written report within five working days, which will be forwarded through to the APC to the PCB. The report shall include:
 - (a) Card Number;
 - (b) Cardholder's complete name, as appears on the card;
 - (c) Date of termination of the card;

- (d) Date the PCB was telephonically or electronically notified; and
 - (e) Any purchases made on the last day of employment.
- f. **Transfer of Cardholder:** When a Cardholder transfers to another BOP facility, the Cardholder will turn his/her purchase card over to the APC for cancellation. The APC shall follow the normal procedures for cancellation of purchase cards.

11. **OVERSIGHT.**

The overall responsibility for the integrity of the Purchase Card Program is with all Cardholders. However, the AO ensures each acquisition is in accordance with policy, and in the best interest of the Government. Accordingly, Program Review objectives shall be added to each discipline's guidelines to monitor program compliance. Additionally, the Chief, FAO (or designee) shall biennially review at least five Cost Center's files at each institution to determine program compliance (i.e., mandatory sources, reconciliation of statements, personal convenience items, etc.). A written report of the review is forwarded to the Chief, Acquisitions Branch. Each local APC shall review semi-annually each Cost Center's cardholder files for the same and in accordance with the BPAP. A report of this review shall be forwarded to the Chief, FAO.



U.S. Department of Justice

Federal Bureau of Prisons

Washington, DC 20534

MEMORANDUM FOR (NAME), CHIEF
FIELD ACQUISITION OFFICE

FROM:

Agency Program Coordinator (APC)
(Facility Controller/Regional Comptroller)

Name of Facility

SUBJECT: Request for Delegation of Cardholder Authority
for the Governmentwide Commercial Purchase Card

This shall serve as a request to delegate Cardholder authority
for use with the Governmentwide Commercial Purchase Card Program
to the below-named individual.

Cardholder Name/Address: _____

Single Purchase Limit: _____ \$2,500

Point of Contact Name/Telephone Number: _____

Attached is the applicant's certification of training completion
and the Procurement Integrity Certification for Procurement
Officials.

Attachment

"LOCAL REPRODUCTION AUTHORIZED"

PART 17

SPECIAL CONTRACTING METHODS

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SUBPART 17.2 - OPTIONS

17.208 - Solicitation Provisions and Contract Clauses

When a solicitation will include option periods, the following fill-in information should be used:

- a. FAR Clause 52.217-8, Option to Extend Services: The Contracting Officer may exercise the option by written notice to the Contractor prior to expiration of the current contract period.
- b. FAR Clause 52.217-9, Option to Extend the Term of the Contract: The Government may extend the term of this contract by written notice to the Contractor prior to expiration of the current contract period.

SUBPART 17.5 - INTERAGENCY ACQUISITIONS

17.502 - General

This chapter provides samples of various basic agreement types to be used as specified in the BPAP.

Sample Interagency Agreement (IAG) (Attachment 17-A)
Sample Memorandum of Understanding (MOU) (Attachment 17-B)
Sample Intergovernmental Agreements (IGA) (Attachment 17-C and 17-D)
Sample Reimbursement Agreement (RA) (Attachment 17-E)
Sample Determination and Findings (D&F) (Attachment 17-F)

INTERAGENCY AGREEMENT (IAG) 668-02
between the
Department of Health and Human Services
National Institutes of Health, Office of Research Services
Center for Alternative Dispute Resolution (CADR)
and the
Department of Justice, Federal Bureau of Prisons (BOP)

I. PURPOSE AND SCOPE:

This Agreement is between the Department of Health and Human Services, National Institutes of Health, Office of Research Services, Center for Alternative Dispute Resolution (hereinafter CADR) and the Department of Justice, Federal Bureau of Prisons (hereinafter BOP). Under the terms of this Agreement, the CADR agrees to conduct mediation on behalf of the BOP in exchange for reimbursement of all authorized national and local travel expenses associated with mediation performed at the request of the BOP.

II. AUTHORITY:

Authority to enter into this Agreement is provided by the Economy Act, 31 U.S.C. § 1535 and the Administrative Dispute Resolution Act of 1996 (Public Law 104-320), 5 U.S.C. § 583. Additional authority is provided as follows:

A. President's Memorandum For Heads of Executive Departments and Agencies, 1998 Designation of Interagency Committees to Facilitate and Encourage Agency Use of Alternate Means of Dispute Resolution

B. National Performance Review - Agency Expansion on Use of Alternative Dispute Resolution, March 3, 1993

C. Equal Employment Opportunity Commission Regulations, 29 CFR Part 1614

III. TERM OF AGREEMENT:

This agreement shall become effective retroactive to October 1, 2001 and shall remain in effect indefinitely until modified or terminated by the parties in accordance with the provisions of this agreement.

IV. RESPONSIBILITIES:**A. BOP Responsibilities**

1. The BOP Counsel for Dispute Resolution will contact the CADR Point of Contact (POC) noted in this agreement via e-mail or telephone to schedule mediation sessions.

2. Upon receipt of a faxed copy of a National Institute of Health (NIH) approved travel voucher from the CADR representative, the BOP Counsel for Dispute Resolution will certify Travel Vouchers/Invoices for payment and submit to the Central Office Business Office (COBO).

3. The BOP, COBO will initiate the BOP obligation process following receipt of certified Travel Vouchers/Invoices from the BOP Counsel for Dispute Resolution. All travel performed on behalf of the BOP will be reimbursed by the BOP using Travel and Per Diem billed at the standard Government rate. BOP payment to NIH will be made via the Interagency Payment and Collection (IPAC) system.

B. NIH Responsibility and Requirements

1. THE CADR will provide mediation services to the BOP which involve national and local travel to various BOP institutions. The CADR POC will coordinate directly with the BOP Counsel for Dispute Resolution to schedule mediation requests on an as needed basis.

2. The National Institute of Health (NIH), Office of Research Services (ORS) will authorize and pay for Temporary Duty (TDY) performed on behalf of the Bureau of Prisons. Upon completion of all travel on behalf of the BOP the ORS CADR representatives will:

a. Prepare and submit all travel vouchers to the appropriate NIH ORS administrative office for processing ;

b. After NIH processing of the voucher, the ORS CADR representatives will submit a faxed copy of the approved voucher to the BOP Counsel for Dispute Resolution for certification to initiate the BOP billing and obligation process.

3. The ORS CADR representatives will submit a copy of the approved travel voucher to the NIH Office of Financial Management for billing the BOP utilizing the Interagency Payment and Collection (IPAC) system.

e. AGENCY POINTS OF CONTACT (POC):

Federal Bureau of Prisons

Mina Raskin, EEO Officer/Senior Counsel for Dispute Resolution

Federal Bureau of Prisons

Office of General Counsel

320 First Street, N.W. - Room 754

Washington, D.C. 20534

Phone: (202) 305-0195, Fax: (202) 307-2995

Email: mraskin@BOP.gov

National Institute of Health, Office of Research Services

Dinah Huffer, Administrative Officer

NIH, Office of Research Services, Office of

Administrative Management

31 Center Drive, MSC 234

Bldg 31, Rm 4B30

Bethesda, Maryland 20892-2324

Phone: (301) 402 - 0770, Fax: (301) 402 -2204

E-mail: hufferd@ors.od.nih.gov

Dorethea Taylor Kennedy, Program Director,

NIH ORS Center for Alternative Dispute Resolution

45 Center Drive, Bethesda, MD 20892

Phone: (301) 435-2329, Fax: (301) 480-9882

E-mail: taylord@exchange.nih.gov

f. BILLING AND PAYMENT:

A. **Funding** - There is no amount certain established for this Agreement since services will be provided by CADR at no cost and the BOP will provide reimbursement only for authorized travel on an as needed basis.

B. **Billing** -

1. Request for payment shall be submitted to the BOP upon completion of all travel associated with mediation performed by the ORS, CADR on behalf of the BOP.

Requests for payment shall include Interagency Agreement Number and a copy of the approved travel voucher.

2. In the event of termination by either agency, the BOP shall only be responsible for costs incurred by the CADR through the end of the outstanding voucher(s).

3. The ORS, CADR will bill the BOP for authorized travel only utilizing the Interagency Payment and Collection (IPAC) system and the following BOP accounting information:

Appropriation: 1521060

Cost Center: FP07003503

Agency Location Code (ALC): 15100001

C. **Payment** - BOP payment will be made to the ORS, CADR for all authorized travel upon receipt of approved travel vouchers. BOP payment will be made utilizing the IPAC system and the following ORS, CADR accounting information:

Appropriation: 7523966

Cost Center: 2-8338508

Agency Location Code (ALC): 75080031

VII. ANTIDEFICIENCY ACT:

Nothing contained herein shall be construed to obligate the BOP to any expenditure or obligation of funds in excess or in advance of appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.

VIII. MODIFICATION:

This Agreement, or any of its specific provisions, may be modified in writing by either party with the written concurrence of the other party.

IX. TERMINATION:

This Agreement may be terminated by either party upon 30 days written notice of termination to the other party.

X. APPROVAL:

**National Institute of Health
Office of Research Services**

Federal Bureau of Prisons

**Stephen Ficca
Associate Director for ORS
Office of the Director
National Institute of Health**

Procurement Executive

MEMORANDUM OF UNDERSTANDING 528-5

between

**Federal Bureau of Prisons (BOP), U.S. Department of Justice (DOJ)
320 First Street NW, Washington, DC 20534**

and the

**Defense Fuel Supply Center (DFSC), Defense Logistics
Agency (DLA), Department of
Defense, Cameron Station, Alexandria, VA 22304**

for

**Providing reliable delivery of direct supply natural gas at the
lowest competitive cost to the Bureau of Prison facilities.**

1. Scope: Deregulations within the natural gas industry allows direct purchase of natural gas supplies with delivery via open access transportation through the interstate pipelines. Free market, competitive direct supply natural gas (DSNG) contracts may offer significant cost savings to end-users, such as BOP facilities, compared to tariff gas delivered at sales service rates under utility services contracts with local distribution companies (LDCs). Where estimated cost savings exist and the BOP facility is a candidate for DSNG, DFSC shall have sole responsibility for providing DSNG procurement support to BOP facilities.

2. Term of Agreement: Indefinite.

3. Basis for Agreement: Procurement support is provided as an interagency acquisition under the Economy Act, 31 U.S.C., Section 1535 as prescribed by Federal Acquisition Regulation (FAR) Part 17.5.

4. General Responsibilities: DFSC as DLA's agent, has sole responsibility for providing procurement support for DSNG deliveries to BOP facilities. Natural gas requirements-type contracts will be competitively awarded through consolidated regional solicitations. In order to place a BOP facility under contract prior to the regional acquisition, DFSC's Blanket Ordering Agreements (BOAS) for interim buys may be used. Regardless of which contracting instrument is utilized, DFSC will have a contract in place for either firm or interruptible delivery of DSNG on the date required by the BOP facility. Contracts will only be awarded when determined cost effective and

consistent with providing secure and reliable delivery in support of the BOP facilities' mission. Such contracts shall be awarded and administered according to the highest standards, as well as industry practices. BOP facilities shall provide to DFSC, either upon request, or independently, utility/natural gas invoices for the previous 12-month period, for calculation by DFSC of the cost savings potential and feasibility of transporting DSNG. If included in the DSNG Program, each BOP facility will provide the necessary support to perform the specific functions described below before and after award of a contract by DFSC.

5. Specific Responsibilities:

DFSC WILL:

- a. Analyze BOP facilities' natural gas utility bills and determine the feasibility of transporting DSNG and the projected estimated cost savings that may be realized over a 12-month period.
- b. Solicit, negotiate, and award competitive DSNG contracts in accordance with the FAR, which have consolidated requirements, as much as practicable from DoD installations, BOP facilities, and other Federal Civilian customers.
- c. Require the DFSC contractor provide supply management when requested by a BOP facility.
- d. Assist BOP facilities, in execution of transportation agreements with servicing LDCS, when requested.
- e. Analyze follow-on requirements for cost savings as described herein.
- f. Keep BOP participating facilities current about information relevant to the program and/or the natural gas industry.
- g. Provide initial and ongoing training to BOP facility personnel.
- h. Act as the Central Manager for California facilities.

BOP WILL:

- a. Provide DFSC with natural gas utility invoices for the last 12 months.
- b. Where load management is to be performed under the DFSC contract, provide DFSC with natural gas monthly consumption over the past five (5) years.
- c. Use the Natural Gas Requirements form (enclosure 1) for submission of requirements to DFSC.
- d. Budget for and fund requirements submitted for inclusion in the DSNG Program.
- e. Ensure LDC (or pipeline) transportation agreements are executed prior to award of the DFSC contract.
- f. If supply management is required under the DFSC contract, ensure that the LDC (or pipeline) telemetering devices and software, if applicable, are installed prior to the contract's starting delivery date.
- g. Participate in postaward conferences, where appropriate.
- h. Issue delivery orders and obligate funds for requirements of DSNG with copies provided to DFSC (except for California).
- i. Administer individual delivery orders and make timely payments to DFSC contractors for gas deliveries pursuant to those delivery orders (except for California).

6. Agency Interface:

Director	Energy Program Manager
Alternative Fuels	Federal Bureau of Prisons
Defense Fuel Supply Center	320 First Street, NW - 5008
Defense Logistics Agency	Washington, D.C. 20534
Cameron Station	PHONE: (202) 514-6652
Alexandria, VA 22304-6160	FAX: (202) 514-8848
PHONE: (703) 274-7423	
FAX: (703) 274-4557	

7. Anti-Deficiency Act: Nothing contained herein shall be construed to obligate the Federal Bureau of Prisons to any expenditure or obligation of funds in excess or in advance of appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C., Section 1341.

8. The following authorized individuals agree herewith:

**DEFENSE FUEL SUPPLY CENTER
DEFENSE LOGISTICS AGENCY**

**DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF PRISONS**

CAPT, SC, USN
Acting Commander, DFSC

Date

Procurement Executive

Date

or

CEO

Concur:

Regional Director



U.S. Department of Justice

Federal Bureau of Prisons

Washington, DC 20534

TRM IGA SAMPLE

IGA 527-5

INTERGOVERNMENTAL AGREEMENT

State of Louisiana

This Agreement is entered into between the U.S. Department of Justice, Federal Bureau of Prisons, referred to herein as "BOP," and the State of Louisiana referred to herein as "State," pursuant to the authority of 18 USC 5003 and under the exception to the Federal Grant and Cooperative Agreement Act of 1977 (P.L. 95-224).

WHEREAS, the BOP is willing to house sentenced State prisoners in return for appropriate reimbursement from the State,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PERFORMANCE**: Subject to the availability of suitable space, BOP agrees to accept sentenced State prisoners, referred to herein as "inmates," from the State, and to undertake their custody, housing, safekeeping, and subsistence at a Federal detention facility.

2. **PERIOD OF PERFORMANCE**: This agreement shall become effective upon the date of acceptance by the BOP and remain in effect until amended, superseded, or terminated as provided herein.

3. **PAYMENT**: In consideration for the BOP's performance under the terms and conditions of this Agreement, the State shall make payment to the BOP for each State inmate accepted and housed by BOP. Payment will be made at a rate equal to the cost per inmate per day of the Federal institution at which the inmate is housed. This rate, which shall be established by BOP, is the per diem rate for the support of one inmate per manday and shall include the day of arrival and the day of departure.

Bills for which payment has not been received within 30 days are considered past due and late charges will be computed monthly for each overdue bill. The interest rate will be determined by the current value of funds to the U.S. Treasury.

4. **BILLING PROCEDURE:**

a. Invoices - Invoices shall itemize each inmate by name, register number, dates of stay, and appropriate manday rate. Billing shall be based upon the actual number of mandays used. The invoices will be based upon the established daily per diem rate for each institution. The per diem rates will be adjusted on a quarterly basis.

b. Invoice Submissions - BOP shall submit all invoices to the State at the following address:

Accountant Manager
Louisiana Department of Public Safety
and Corrections, Corrections Services
P.O. Box 94304 Capitol Station
Baton Rouge, Louisiana 70804-9304
PHONE: (504) 342-6548

c. Payment - State shall make payments to BOP on a monthly basis promptly after receipt of an appropriate invoice which shall contain a remittance address.

5. **OVERPAYMENT:** If it is determined that the State has overpaid BOP, all such overpaid amounts shall be repaid immediately.

6. **APPLICATION FOR TRANSFER:** A written application shall be submitted by the State to BOP requesting permission to transfer a State inmate to the care and custody of BOP. A separate application shall be submitted for each inmate proposed for transfer.

Each application for transfer shall include the following:

- a. Copies of all relevant documents which relate to the inmate's case history, physical and clinical record;
- b. Certified copies of all judicial and administrative rulings and orders relating to the inmate and the sentences pursuant to which confinement is to be had or continue; and
- c. Reason(s) for the requested transfer.

The BOP shall retain the discretion to reject any transfer application for any reason when the Director determines that such rejection would be in the best interest of the BOP.

7. **DELIVERY OF INMATE**: Upon receipt of approval from the BOP, the State, at its own expense, shall deliver the inmate to be transferred at a location agreed upon by the parties.

8. **TRANSPORTATION COSTS**: All costs incident to the transfer of an inmate, as well as transportation costs related to the release of an inmate, shall be the responsibility of the State.

9. **TRANSFER OF INMATE FUNDS**: Funds belonging to a transferred inmate shall, upon written application by the inmate, be transmitted to the State Inmate Trust Fund.

10. **RESPONSIBILITY FOR CUSTODY**: It shall be the responsibility of BOP to provide for the custody, housing, safekeeping, and subsistence of sentenced inmates accepted from the State under the terms of this Agreement.

11. **MEDICAL SERVICES**: State inmates shall receive the same degree of medical care and attention regularly provided by BOP. The cost of any special or extraordinary medical services, including transportation, medication, equipment, and surgical or nursing care, shall be paid by the State. The BOP shall have sole discretion in determining the meaning of "special or extraordinary medical services."

In the event of emergency, BOP shall proceed immediately with necessary medical treatment. In such event, BOP shall notify the State as soon as practicable regarding the nature of the transferred inmate's illness or injury, type of treatment provided, and the estimated cost thereof.

12. **DISCIPLINE**: In accordance with Wolff v. McDonnell, 94 S Ct. 2963, 418 US 539, 41 L.ED. 2d 935, BOP shall have physical control over, and power to exercise disciplinary authority upon, a transferred inmate. While in the custody of BOP, the inmate shall be subject to Federal laws, rules, and regulations not inconsistent with the sentence imposed. Nothing contained herein shall be construed to authorize or permit the imposition of a discipline prohibited by law.

13. **ESCAPE**: If a transferred inmate escapes, BOP shall promptly notify the State and shall thereafter have the primary responsibility and authority to direct the pursuit and retaking of such escaped inmate. BOP shall use all reasonable means to

recapture the escaped inmate. All reasonable costs in connection therewith shall be borne by BOP.

14. **DEATH OF INMATE:** In the event of the death of a transferred inmate, BOP shall immediately notify the State of the death, furnish information as requested, and follow appropriate instructions with regard to the disposition of the body.

The body shall not be released except upon written order of the State. All expenses relative to the necessary preparation and disposition of the body, as well as the duty to notify the nearest relative of the deceased inmate, will be the responsibility of the State.

The provisions of this paragraph shall govern only the contractual relationship between BOP and the State, and shall not affect the responsibility of relatives or other persons for the disposition of the deceased and for expenses connected therewith.

15. **INTER-INSTITUTIONAL TRANSFERS:** BOP may relocate a State inmate from one detention facility under its control to another whenever it seems such action is appropriate. Notice of such transfer shall immediately be sent to the State. All costs associated with any inter-institutional transfers of a State inmate because of medical or discipline reasons shall be paid by the State.

16. **RETAKING OF INMATES UPON RELEASE:** Upon the lawful termination of an inmate's commitment, the State shall accept delivery of the inmate at its own expense. However, by agreement between the parties and the inmate, such inmate may be discharged, conditionally or otherwise, at a mutually agreed upon location.

Upon 30 days advance notice, the BOP, at its sole discretion, may return an inmate to the State.

17. **GRATUITIES AND EXPENSES UPON RELEASE:** Clothing and supply gratuities attendant to the release of a State inmate shall be at the expense of the State.

18. **TERMINATION:** This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Within a reasonable time of the giving or receipt of such notice, the State shall retake custody of all inmates transferred to BOP under this Agreement.

19. **MODIFICATION:** This Agreement may be modified or amended in writing by mutual consent of the parties.

20. **OTHER CONTRACTS UNAFFECTED:** Nothing contained in this Agreement shall be construed to abrogate, impair, alter, or amend any agreement or contract now in effect between the parties relating to the confinement and care of State or Federal inmates.

21. **MAILING ADDRESSES:** All notices, reports, applications, and correspondence to the respective parties to this Agreement shall be sent to the following:

Secretary
Louisiana Department of Public Safety
and Corrections, Corrections Services
P.O. Box 94304 Capitol Station
Baton Rouge, Louisiana 70804-9304
PHONE: (504) 342-6741
FAX: (504) 342-3095

Federal Bureau of Prisons
Procurement Executive Office
320 First Street, NW. - 5006
Washington, D. C. 20534
Attn: Property Management
PHONE: (202) 307-2068
FAX: (202) 307-5755

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the State of Louisiana and the Federal Bureau of Prisons:

State of Louisiana
Department of Public Safety
and Corrections, Corrections
Services

Federal Bureau of Prisons

Secretary

Procurement Executive

Date

Date

**INTERGOVERNMENTAL AGREEMENT #545-6
between**

**UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF PRISONS
and the**

LOUISIANA NATIONAL GUARD

I. PURPOSE

This Agreement establishes the terms and conditions through which the use of four barracks and the leadership response course will be provided to the United States Department of Justice, Federal Bureau of Prisons, hereinafter referred to as the BOP, by the Louisiana National Guard, Camp Beauregard, hereinafter referred to as LNG.

II. SCOPE

This Agreement is limited to the BOP South Central Region Special Operations Response Team (SORT) participants and support staff.

This Agreement becomes effective when signed by both parties and will remain in effect until terminated as outlined in paragraph V.

III. AUTHORITY

This Agreement is entered into under authority Of Title 31 of the United States Code (31 U.S.C. 6305).

IV. PERIODIC REVIEW

This Agreement is subject to review at any time upon written request of either party.

V. CHANGES OR TERMINATION

a. Changes to this Agreement by either party will be documented, sequentially numbered, signed by both parties to this Agreement, and attached to this document as a permanent part hereof. The required approval level for these changes shall be the signatories of this agreement or the proper designated representatives.

b. This Agreement will be terminated concurrent with completion of the Intergovernmental Agreement.

VI. **AGENCY INTERFACE**

a. The following individuals are responsible for coordinating the implementation of this Agreement within their respective organizations. Copies of this document and pertinent correspondence, changes, or other transactions pertaining to this Agreement shall be furnished to these individuals:

1. Louisiana National Guard
Commander 225th Engineer Group
718 E. ST.CP Beauregard
Pineville, LA 71360-3737
PH #: 318-640-2080 ext. 249
FAX: 318-641-3342
2. Federal Bureau of Prisons
P.O. Box 5050
East Whatley Road
Oakdale, LA 71463
PH #: 318-335-4070 ext. 161
FAX: 318-335-1924

b. Principals identified above may delegate the functions of administration and coordination of this agreement. Negotiation of modification to this Agreement is reserved to the principals identified in paragraph VI above.

VII. **FUNDING**

Funds will be obligated when this Agreement is fully executed. BOP obligation under the terms of this Agreement will not exceed \$1,848.00. The total was arrived at in the following manner:

Four barracks at \$42.00 per barrack per day for six days (\$1,008.00) & Linen is \$4.00 per person (210 participants x \$4.00 = \$840.00).

VIII. **BILLING AND PAYMENT**

Billing for reimbursement will contain a detailed list indicating cost for barracks, linen & unique cost for supplies.

a. Bills will reference Intergovernmental Agreement 545-6.

b. Address for billable office:

Federal Bureau of Prisons
Controller
P.O. Box 5050
Oakdale, LA 71463

IX. **ANTI-DEFICIENCY ACT**

Nothing contained herein shall be construed to obligate the Federal Bureau of Prisons to any expenditure or obligation of funds in excess or in advance of appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C., Section 1341, as amended.

X. **BOP RESPONSIBILITIES**

- a. Staff shall conduct themselves in accordance with rules and regulations of Camp Beauregard.
- b. Provide a single point of contact to serve as BOP Technical Representative.
- c. Provide a forecast of anticipated number of participants for the supply of linen.
- d. Provide modifications to the Agreement as required.

XI. **LNG RESPONSIBILITIES**

- a. Provide a single point of contact to serve as LNG Representative.
- b. Provide barracks and linen for SORT participants.
- c. Provide use of leadership response course.
- d. Provide other services as required and accepted between LNG and BOP.

Acquisition

T4101.04

5/19/2004

Part 17, Attachment 17-D, Page 4

ACCEPTED
U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF PRISONS

By: _____
Regional Director

Date: _____

ACCEPTED
LOUISIANA NATIONAL GUARD
CAMP BEAUREGARD

By: _____
Commander,
225th Engineer Group

Date: _____

ACCEPTED
LOUISIANA NATIONAL GUARD
STATE OF LOUISIANA

By: _____
COL, GS, LAARNG
Director,
Facilities Engineering

Date: _____

U.S. Department of Justice Reimbursement Agreement Between Agencies						Bar Code			
Parties to the Agreement:									
Provider Agency				Customer Agency					
Provider Cost Center:		RCN:	RCN Description:		Customer Contact:		Phone:		
Provider Contact:			Phone:						
Customer Number:			Customer Alias:						
Provider Name:				Customer Name: (If billing address is different, specify on reverse side.)					
Address:				Address:					
City:		State:	Zip:	City:		State:	Zip:		
Duration:									
This agreement shall become effective on: _____, and shall continue through: _____.									
Provide the Following Services or Goods:									
Brief explanation of work or services to be performed and basis for determining cost:									
<div><div><div>Authority: 31 USC § 1535, The Economy Act. Executive Order 12564, 51 FR 32889</div><div>Termination/Modification:</div></div></div>									
<div><div>Agency Location Code:</div><div>Appropriation Symbol:</div><div>Cost Center/SOC Charging:</div><div>DOI Reference:</div></div>						Estimated Amount: (NOT to exceed)			
(Attach additional sheet for continuation of explanation, if necessary.)									
Customer Financing:									
(Customer agency will indicate account to be charged. Federal agencies will be billed by OPAC, except for the OBDs,									
Agency Location Code: BOP: 15-10-0900		Appropriation Symbol: BOP: 1571060		Cost Center: 92M19740043U2514Y FP090022XM		YRegDoc: N/A	Obl Month: N/A	Obl SOC: N/A	Pay SOC:
Approvals:									
(See reverse side of form.)									
Approved for Provider Office:				Approved for Customer Office:					
Organization:				Organization:					
Signature:				Signature:					
Title:				Title:					

INTERAGENCY AGREEMENT (IAG)

**Federal Bureau of Prisons
"Determination and Findings"**

TECHNICAL SYNOPSIS

(1) Description: The Federal Bureau of Prisons (BOP), will be provided with M-16 Rifles by the U.S. Army Munitions/Chemical Command (AMCC), Rock Island, Illinois. Under the Agreement, BOP will utilize AMCC weapons shipped from AMCC to Regional BOP Logistics sites to meet security requirements of current and future activations of BOP institutions.

(2) This Determination and Finding is based upon The Economy Act, 31 U.S.C. S 1535.

(3) The particular circumstances, facts, and essential reasoning which necessitate this action are as follows;

(a) The costs associated with this Agreement are most efficient and economical to the Government since AMCC can provide the number of weapons required from existing stock to minimize the critical time frame for completion of the project.

(b) AMCC has the resources necessary to provide the above referenced work.

(c) Weaponry supplied will allow BOP to provide necessary security to activating institutions within a critical timeframe.

(4) This action is determined to be justified under The Economy Act, 31 U.S.C. S 1535.

(5) This Determination and Finding expires concurrent with culmination of the Interagency Agreement.

In accordance with the Federal Acquisition Regulation (FAR) 17.502 and 17.503 the following finding is provided for Interagency Agreement:

Legal authority is provided by The Economy Act,
31 U.S.C. S 1535.

This action does not conflict with any other agency's authority or responsibility.

This acquisition does not involve the use of a commercial or industrial activity operated by the servicing agency.

I hereby determine this action is in the Government's interest to do so.

Signature: _____

_____ Date

Name: _____

Branch: Procurement Executive

Signature: _____

_____ Date

Name: Assistant Administrator

Branch: Correctional Services Branch
(Program Representative)