

Contract is an acquisition

- Grant and cooperative agreement are for public purpose
- Federal Grants and Cooperative Agreements Act of 1977 (handout slide 3)

Procurement, Lease or Barter = Acquisition

Buyer/Seller,

Responsible and Responsive (an explanation of both terms)

Five elements of a contract

- Offer
- Acceptance
- Consideration, something of value
- Competent authority (estoppel) (handout slide 3)
- Lawful

Product or service (what is research)

- Basic, applied, or developmental (policy says basic belongs to a grant or cooperative agreement) (handout slide 4)

The government's stated objective: equity, responsiveness, competition

Competition

- Including exceptions, SBA, HUB, 8A etc (handout slide 5)

Other than full and open competition (handout slide 5)

- Contracting by Negotiation (all but sealed bids)
- Simplified purchases (handout slide 5)

Commercial items (handout slide 5)

The FAR

Definitions

- Talk about chapter 2 but also definitions in the individual parts

Prescriptions and clauses

Uniform Contract Format

- Explain that it does have to be used but we'll have elements of it even in casual proposals
- Discuss the sections and where there may be issues. (handout slide 6)

Flow down from and to

- Five types of flow down clauses (handout slide 6)
- The correct clauses and alternates for the subawardee
- What permission required

Types of contracts

Fixed Price and Cost Reimbursement

- When appropriate
- Different types (handout slide 7)

Combination FP/CR or other combinations of contract types

Basic ordering agreements (handout slide 8)

- Not a contract

Task Order Contracts (for services) and delivery order contracts (for supplies) (handout slide 8)

Options

Cooperative Research and Development Agreement (CRADA) (handout slide 8)

Memorandum of Agreement (or Understanding, legally they are same thing)

- (what is the value if there is no exchange of funds?)

Other Transactions, are these coming down the road?

Subcontracting

Definition of Subcontracting (handout slide 9)

Distinguish between a subaward and other subcontracts

Contractor Procurement System Review (CPSR)

When do subcontracts need prior approval

Small Business Plan (handout slide 9)

When required (slide)

What if goals not met

Limitation of Costs and Limitation of Funds (handout slide 10)

Payments

A-133 and A-21 in the FAR (handout slide 10)

Inspection and inspection systems (handout slide 10)

- FAR 52.246-7,8,9

What should you do if there is a termination (handout slide 11)

- Stop work
- T for C
- T for D

FOB origin and destination

Disputes and Appeals

- FAR 52-233-1 defines the process

Authorization and Consent – an explanation

Patent Indemnity why a problem

Inventions

- FAR 52.227-11 (flow down 52, 227-12 where appropriate)

#### Data

- FAR 52.227-14 with Alt 2 (handout slide 12)

#### Special Works

- FAR 52. 227-17 (only unusual circumstances)

#### Work for Hire

#### Audits (handout slide 12)

##### Cognizant audit agency

- For systems
- Procurement, property, A-133
- For an individual award

#### Deliverables (CDRL, DID's) (handout slide 13)

#### Government Property

- Who owns GFP
- Who owns equipment purchased with federal funds through contract
- Correct alternates

#### Amendments

##### Why an amendment

#### Rolls and responsibilities of the Federal players

- Office of Federal Procurement Policy – OFPP (handout slide 14)
- Contracting Officer
- Contracting Officer Representative
- Administrative Contracting Office – Subpart 42.3 (handout slide 14)

#### Negotiation

- Knowledge
- Respect
- Reasons
- Risks
- Approvals
- Must/Should/CO's decision
- Going from prescription to the clause or the clause to the prescription