

Acquisition

UNITED STATES TRANSPORTATION COMMAND (USTRANSCOM)  
ACQUISITION PROGRAM

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OPR: TCCS-AQ (MAJ R.G. Cross, USA)

Certified by: TCCS (MG Pair, USA)

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The purpose of this instruction is to establish policies, responsibilities, and procedures for acquisition of supplies and/or services from commercial sources. This instruction is applicable to USTRANSCOM directorates and Direct Reporting Elements (DREs) at Scott AFB IL.

### SUMMARY OF REVISIONS

Revises the USTRANSCOM procurement process. Directors and Chiefs, DREs may now approve contracting actions valued less than \$100,000 and other actions valued at less than \$500,000 after staff coordination. Deletes requirements of USTRANSCOM Instruction 63-3, Contracts Review Board (CRB), establishes the Acquisition Strategy Review Panel, and clarifies acquisition package processing procedures. *Note:* Since this directive has been revised in its entirety, asterisks will not be used to identify revised material.

**1. References and Terms.** References, related publications, and terms used in this publication are listed in Attachment 1.

### SECTION A—ACQUISITION

#### 2. Acquisition Policy:

**2.1.** Supplies and services shall be obtained from commercial sources after determining that the supplies or services cannot be provided effectively through governmental channels or through the use of Government manpower/resources.

**2.2.** Requirements shall support USTRANSCOM's goals and objectives and state only the Command's minimum needs. Contracts shall not duplicate functions already authorized or available within the Command.

**2.3.** All requirements shall be fully defined, thoroughly reviewed, and approved in accordance with (IAW) this instruction.

**2.4.** Acquisition planning shall commence during requirement development. Initial contact with USTRANSCOM's Chief Counsel (TCJA); Command Acquisition (TCCS-AQ); Air Mobility Command Contracting Flight (AMC CONF/LGCF); 375th Contracting Squadron (375th CONS/LGC), or other contracting organizations shall be done as early as possible. The status of requirements funding or lack

thereof should not prevent these discussions, but must have funding approved prior to submission of final acquisition package. Early planning and coordination should streamline the acquisition process and reduce the acquisition lead-time for contract award.

**2.4.1.** The Program Office of Primary Responsibility (OPR) shall coordinate with TCCS-AQ, those offices listed in paragraph 2.4, and Directorate of Program Analysis and Financial Management (TCJ8) and Directorate of Command, Control, Communications and Computer Systems (TCJ6) for Information Technology (IT) issues to form an Integrated Product Team (IPT). TCCS-AQ will be responsible for the scheduling and administration of the IPT. The IPT will develop the acquisition strategy for the program.

**2.4.2.** During acquisition strategy development, the IPT will conduct market research, determine performance requirements, contract type, competition requirements, incentives or award fees, contract administration responsibilities, and determine program milestones. If no agreement can be reached within the IPT, then the acquisition will be forwarded to the Acquisition Strategy Review Panel for review.

**2.5. Acquisition Strategy Review Panel.**

**2.5.1.** The purpose of the Acquisition Strategy Review Panel will be to review all major programs' acquisition strategy. Major programs, determined by the IPT, status can be based on funding, visibility, oversight, etc. The acquisition strategy determined by the IPT will be briefed to the panel by the program manager/action officer. Any non-concurrence within the IPT in regards to the acquisition strategy will be forwarded to the Acquisition Strategy Review Panel for review and approval.

**2.5.2.** The Chief, Command Acquisition (TCCS-AQ) will chair the panel. This panel will be made up of representatives from the TCJA, TCJ8 and TCJ6. As needed, members can be added from other directorates.

**2.5.3.** The objective of the panel is to ensure each acquisition develops a consistent, sound, disciplined, and functionally integrated strategy.

**2.5.4.** The panel will review all new IT programs with an estimated procurement cost of \$15 million, require an interface to support joint operations, or require development. The panel will determine, prior to initiation of a new/modified USTRANSCOM IT program, if cost complexity, or risk warrant a request to a Service to provide formal Acquisition Category (ACAT) management of the program. The panel will make a recommendation to the Deputy Commander as to whether such factors warrant a request for formal ACAT program management.

**2.6.** Table 2.1 identifies the review and approval levels for all requirements prior to release outside of USTRANSCOM (i.e., sent to contracting organization) except as identified in paragraphs 2.7 and 2.8 . Requirements shall not be split into smaller requirements to avoid the below listed review and approval levels.

| <b>DOLLAR THRESHOLD</b> | <b>REVIEWING AUTHORITY</b> | <b>APPROVING AUTHORITY</b> |
|-------------------------|----------------------------|----------------------------|
| < \$100,000             | Directors and Chiefs, DRE  | Directors and Chiefs, DRE* |
| \$100,000 to \$500,000  | Directors                  | Directors, DRE**           |
| > \$500,000             | Directors                  | Deputy Commander***        |

**Table 2.1**

\*A copy of all requirements less than \$100,000 shall be forwarded to TCCS-AQ when processed.

\*\*Approve/disapprove all acquisition packages, that involve the incremental funding or the exercising of options, regardless of dollar amount, for projects that were previously approved by the Deputy Commander. Approval authority shall be limited to the dollar value and scope of the contract that was briefed to, and approved by, the Deputy Commander. Contracts with incremental funding or option years must be reviewed by TCJA, TCCS-AQ to determine if the package requires further staffing. TCCS-AQ will advise TCJ8 to process purchase requests on option years.

\*\*\*Approve/disapprove all acquisition packages, regardless of amount, which are forwarded as a result of staff non-concurrence.

**Note** – When acquisition uses General Defense Intelligence Program (GDIP) funds, or other specialized funds, coordinate with TCCS-AQ for coordination requirements.

**2.7.** Use of the International Merchant Purchase Authorization Card (IMPAC) is encouraged for single purchases totaling less than \$2,500. Expendable supplies, low-cost equipment and non-personal services may be procured with IMPAC. Authorized IMPAC cardholders shall obtain training from the 375th CONS and follow the policy guidance as established in the handbook on the use and administration of the IMPAC program. IMPAC cardholders must comply with AFI 64-117 and USTC Policy Directive 90-9.

**2.8.** Requirements that utilize a Military Interdepartmental Purchase Request (MIPR) will be reviewed and approved as noted in the table 2.1. All requirements that utilize a MIPR and are to be sent to a non-Department of Defense (DOD) agency, regardless of dollar amount, shall be coordinated with the staff. Requirers shall make maximum use, in obtaining contracting services from the AMC CONF/LGCF and 375 CONS to save USTRANSCOM from surcharges normally charged by other contracting organizations.

**2.9.** Warranted Contracting Officers are the only persons authorized to commit Government funds for a contract. An unauthorized commitment occurs when someone other than a Contracting Officer commits the Government, either written or orally, to purchase goods or services. Unauthorized commitment of Government funds shall be investigated and appropriate action taken against the responsible individual(s) as defined in Federal Acquisition Regulation (FAR) Part 1. Upon discovery of an unauthorized commitment, discovering organization must notify TCCS-AQ immediately.

**2.10.** USTRANSCOM will preplan and properly utilize interagency acquisition procedures for the obligation of funds IAW the Economy Act of 1932 as amended (31 United States Code (U.S.C.) 1535). The Economy Act permits DOD to order supplies and services from another federal agency under certain conditions. The Act was designed to promote economy in Government operations by permitting efficient use of Government resources even though they may be in another agency. This eliminates duplication of effort in order to build expertise in several agencies and allows a federal agency to take advantage of another federal agency's substantial experience in a specific area. The Economy Act also promotes the economy that results from consolidating requirements; i.e., quantity discounts and other tangible or intangible benefits. All procurements under the Economy Act require a Determination and Findings (D&F), except as noted in paragraph 2.10.2. Coordination should be made with TCCS-AQ to develop a D&F.

**2.10.1.** When acquiring supplies and services through General Services Administration (GSA), Federal Systems Information Management (FEDSIM), Federal Information System Support Program (FISSP), or Federal Acquisition Service for Technology (FAST), interagency agreements are executed under the authority of the Clinger-Cohen Act of 1996, and thus are controlled by this Act and not the Economy Act.

**2.10.2.** A Determination and Findings (D&F) is not required to purchase information technology with one of these GSA programs.

**2.11.** Personnel shall comply with DOD Directive (DODD) 5500.7, Standards of Conduct; DOD Regulation 5500.7-R, Joint Ethics Regulation; and the Procurement Integrity Act, at all times when dealing with commercial sources. Contact USTRANSCOM TCJA office for training and/or information on compliance standards.

**2.12.** Advisory and Assistance Services (A&AS). Determination/Decision Documents (for A&AS) are a legitimate way to support USTRANSCOM's mission and operations. Accordingly, A&AS may be used at all organizational levels to help managers achieve maximum effectiveness or economy to meet mission requirements. Subject to FAR Subpart 37.205 and DODD 4205.2, Acquiring and Managing Contract Advisory and Assistance Services, USTRANSCOM may contract for A&AS when essential to its mission to:

**2.12.1.** Obtain outside points of view to avoid too limited judgment on critical issues;

**2.12.1.1.** Obtain advice regarding developments in industry, university, or foundation research;

**2.12.1.2.** Obtain the opinions, special knowledge, or skills of noted experts;

**2.12.1.3.** Enhance the understanding of, and develop alternative solutions to, complex issues;

**2.12.1.4.** Support and improve the operation of organizations; or

**2.12.1.5.** Ensure the more efficient or effective operation of managerial or hardware systems.

**2.12.2.** Advisory and assistance services shall not be --

**2.12.2.1.** Used in performing work of a policy, decision-making, or managerial nature which is the direct responsibility of USTRANSCOM officials. Used to perform inherently Governmental functions. (See Attachment 1, Section C, for an expanded definition of inherently governmental function.)

**2.12.2.2.** Used to bypass or undermine personnel ceilings, pay limitations, or competitive employment procedures.

**2.12.2.3.** Contracted for on a preferential basis to former Government employees;

**2.12.3.4.** Used under any circumstances specifically to aid in influencing or enacting legislation; or

**2.12.3.5.** Used to obtain professional or technical advice, which is readily available within USTRANSCOM or another federal agency.

**2.12.3.6.** Obtained through assistance instruments (such as grants, cooperative agreements, and other transactions).

**2.12.4.** Requests for A&AS shall be identified in the budget and forwarded to Office of Secretary of Defense (OSD).

### **3. Responsibilities:**

#### **3.1. Deputy Commander, TCDC:**

**3.1.1.** Approve/disapprove all acquisition packages as described in Table 2.1.

#### **3.2. Directors/Chiefs, DREs:**

**3.2.1.** Approve/disapprove all acquisition packages as described in Table 2.1.

**3.2.2.** Ensure assigned personnel comply with this instruction and that all acquisition-related, as required by Table 2.1, actions are coordinated with TCCS-AQ.

#### **3.3. Director of Program Analysis and Financial Management (TCJ8):**

**3.3.1.** Validate the adequacy of available funds and budget impact during the staff review.

**3.3.2.** Review and validate purchase requests executing USTRANSCOM monitored funds. Funds authority received on MIPRs will be controlled by the function office executing the funds.

**3.3.3.** During the budget process, TCJ8 will review funding at a contract detail level and integrate CPRP direction. Budget review will include budget hearings and issuing marks.

**3.4. Office of Chief Counsel (TCJA):** Ensure that acquisition packages, to include incremental funding and option year packages, conform to applicable laws and regulations.

#### **3.5. Requiring Activity OPR:**

**3.5.1.** Ensure that the acquisition packages are prepared IAW this instruction.

**3.5.2.** Act as advocate to the staff on acquisition package, and monitor status of the acquisition package through the award of a contract. As the Contracting Officer's Technical Representative (COTR)/Contracting Officer's Representative (COR), monitor the resulting contract through final delivery and payment.

**3.5.3.** Contractor past performance will be evaluated using questionnaire at attachment 8. COR/COTR has responsibility to monitor and document contractor performance through the life of the contract. Any resulting documentation will be forwarded to the contracting officer and a copy provided to TCCS-AQ.

**3.5.4.** Provide contract and MIPR information/data to TCCS-AQ for the monthly Command Contracts/MIPR Report.

**3.5.5.** Comply with the requirements of USTRANSCOMI 63-4, Continuation of Essential USTRANSCOM Contractor Services During Crisis Situations.

**3.6.** *Command Acquisition, TCCS-AQ:*

**3.6.1.** Provide the Commander, Deputy Commander, and staff with acquisition and procurement advice and guidance.

**3.6.2.** Ensure that acquisition packages have been prepared IAW the FAR and supplements thereto.

**3.6.3.** Perform administrative review of acquisition packages submitted by requiring activity OPR.

**3.6.4.** Review USTRANSCOM's acquisition plans, source selection plans, statements of work (SOW), and all acquisition-related documents for procurements as identified in Table 2.1.

**3.6.5.** Provide advice, guidance and review on all acquisitions utilizing interagency acquisition procedures for the obligation of funds IAW the Economy Act of 1932.

**3.6.7.** Assist staff OPR in completing Determination/Decision Document for Advisory and Assistance Services (A&AS) contracts while reviewing acquisition packages in coordination with Directorate of Manpower and Personnel (TCJ1).

**3.6.8.** Provide current guidance and information on the IMPAC program to the Command.

**3.6.9.** Perform liaison with contracting activities that support USTRANSCOM.

**3.7.** *Director of Manpower and Personnel (TCJ1):* Review acquisition packages including A&AS that impact USTRANSCOM manpower.

**3.8.** *Director of Command, Control, Communications and Computer Systems (TCJ6):*

**3.8.1.** Review all acquisition packages that will procure Command, Control, Communications and Computer (C4) systems, equipment or services for the Command. Ensures the use of ACSRD process.

**3.8.2.** Validate requirements as a bona fide C4 need.

**3.8.3.** Ensure all C4 items procured are compatible with the current USTRANSCOM C4 architecture. Review and approve Automated Communications-Computer Systems Requirements Documents (ACSRDs).

**3.8.4.** Coordinate and provide applicable Energy Star specification or obtain an exemption to this FAR requirement.

**3.8.5.** All Transportation Working Capital Fund (TWCF) Information Technology (IT) programs are reviewed by the Chief Information Officer (CIO) Program Review Process (CPRP) in accordance with

USTRANSCOM Instruction 33-34, Corporate Investment Process. The CPRP is responsible for approving investment decisions, based upon recommendations from the CIO.

*USTRANSCOM Intelligence Directorate (TCJ2):* Approves Information Technology (IT) investment decisions for all Top Secret Special Compartmented Information (TS/SCI) General Defense Intelligence Programs (GDIP) based upon recommendations from the Systems Integration Management (SIM) process. It includes the Executive Systems Management Board (ESMB), co-chaired by the TCJ2 and TCJ6, the Functional Requirements Working Group (FRWG), the Technical Assessment Review Board (TARB), and the TCJ2 Information Technology Sustainment and Modernization (ITSM) reviews.

#### **4. Acquisition Packages:**

**4.1.** Acquisition packages shall include the following:

**4.1.1.** *AF Form 1768, Staff Summary Sheet (SSS).*

**4.1.2.** *Statement of Work.* See Air Force Instruction 63-124 for performance-based format. Secretary of the Air Force, Acquisition and Contracting (SAF/AQC) Contracting Toolkit, Part 37 at <http://www.safaq.hq.af.mil/contracting/> provides additional information on performance based service contracts. Consult with TCCS-AQ on all service contracts for assistance in preparing proper documentation.

**4.1.3.** *Financial Documents.*

**4.1.3.1** AF Form 9. Ozone depleting chemicals (ODCs) requirement. All acquisition packages, regardless of price, shall contain a written statement that USTRANSCOM does not require the contractor to deliver or use Class I ODCs in the performance of the contract or an approved waiver to the contracting officer. The following statement is required when submitting an AF Form 9, Request for Purchase, *"I have reviewed the requirement, including technical documentation, and believe that it does not require the Contractor to use Class I Ozone Depleting Chemicals (ODCs) in performance of the contract, nor does it require delivery of a separately identifiable Class I ODC as an item of supply or as a part of any service."*

**4.1.4.** MIPR. *Independent Government Cost Estimate (IGCE)*, required for acquisitions over \$50,000. See <http://www.tradoc.army.mil/tpubs/pams/p715-6.htm> for example and preparation guidance.

**4.1.5.** *Determination/Decision Document (DDD)*, required for all acquisitions requesting A&AS. Attachment 5 provides guidance on A&AS contracts and outlines the criteria that identifies whether A&AS or not. Information required within a DDD is also identified in this attachment.

**4.1.5.1.** Approval. For proposed contract actions estimated at \$50,000 or more, the approval authority may not be delegated below: (1) An Senior Executive Service (SES) manager. (2) A general or flag officer. (3) An officer in the grade of O-6 filling a general or flag officer position, or Director position.

**4.1.5.2.** All A&AS documents shall be maintained in a file by the requiring activity to include a copy of the approved procurement request and appropriate supporting documentation, listing, or summary of contract items delivered, and documentation of Government acceptance.

**4.1.6.** *Justification and Approval (J&A)* for other than full and open competition, Title 10 U.S.C. section 2304 and Title 41 U.S.C. section 253 requires Contracting Officers to promote and provide for full and open competition in soliciting offers and awarding Government contracts; however, the statutes provide for limited exceptions as identified in FAR 6.302. Requirers seeking to limit competition shall closely evaluate whether their proposed acquisitions meet the stringent criteria outlined in FAR 6.302.

Attachment 6 provides an example identifying specific information requirements. Requirements for brand name products shall also be supported by a J&A, see Attachment 7. OPRs are encouraged to consult closely with TCJ3/4-LQ and TCJA before proposing an acquisition requiring a J&A.

**4.1.7.** *Past performance questionnaire*, see Attachment 8 for example. Coordinate with the supporting contracting officer for submission deadlines.

**4.1.8.** *Evaluation criteria* for acquisitions being competed using best value source selection procedures. Attachment 9 provides an example of evaluation criteria for best value acquisitions against the General Services Administration schedule.

**4.1.9.** *Approved ACSRD*, where applicable, validating the requirement.

**4.2.** MIPR acquisition packages to a non-DOD agency. All interagency acquisition packages utilizing a MIPR (regardless of dollar value) that will be sent to a non-DOD agency for execution will contain the following information and/or documents that either respond to the following questions or provide backup:

**4.2.1.** A statement that details the requirement and assesses it as a bona fide need of USTRANSCOM.

**4.2.2.** If appropriate, an approved ACSRD that validates the requirement.

**4.2.3.** A statement of how the requirement will support USTRANSCOM's goals and objectives.

**4.2.4.** A Statement of Work (SOW) that adequately explains the acquisition.

**4.2.5.** A delivery schedule, if appropriate, including status of the acquisition prior to completion.

**4.2.6.** A D&F (see Attachment 10) which justifies the use of another agency's contract. The D&F shall include:

**4.2.6.1.** A statement that the proposed work is within the scope of the agency's existing contract and if the existing contract has been reviewed.

**4.2.6.2.** A statement that a private contractor under an Air Force or other DOD contract cannot perform the requirement as conveniently and/or more economically.

**4.2.6.3.** A statement that contract administration procedures used by the receiving agency are adequate for USTRANSCOM.

**4.2.6.4.** A statement that the action does not conflict with any other agency's authorities or responsibilities (i.e., delegated procurement authority), and if legal authority for the acquisition exists.

**4.2.7.** A statement that the cost for the requirement and any administrative fee charged by the agency has been determined to be fair and reasonable and provide basis for this determination.

**4.2.8.** Any approval/authorization required by the Air Force, the Command, or DOD policy. See Attachment 1.

**4.2.9.** Attachment 2 provides a sample AF Form 1768 which shall be utilized to coordinate this type of acquisition.

**4.2.10.** A contracting officer (AMC CONF/LGCF) will review the D&F and provide written Business Review comments and recommendations to the approving official responsible for signing the D&F. TCJ4-LQ, Command Acquisition Officer, will provide a transmittal sheet to the acquisition package requesting contracting officer Business Review.

**4.2.11.** An SES/flag/general officer from the requesting directorate will execute the D&F once the contracting officer completes the Business Review. If the requesting activity; i.e., DRE, is not headed by a SES/flag/general officer, the first SES/flag/general officer in the chain of command will execute the D&F.

**4.3.** Coordination sequence. The staff will review acquisition packages for adherence to this instruction and adequacy of the package to support contract award. Packages will be coordinated with the appropriate staff members before approval. Coordination via e-mail is acceptable.

**4.3.1.** TCCS-AQ (draft may be submitted at anytime).

**4.3.2.** TCJ3/4

**4.3.3.** TCJA

**4.3.4.** TCJ8

**4.3.5.** TCJ6 (if acquisition involves C4 supplies or services).

**4.3.6.** TCJ1 (if acquisition is for contractor services or impacts on manpower, see Attachment 7).

**4.3.7.** Force Protection (TCFP) (if acquisition grants contractors access to classified information and/or equipment or access to controlled areas and any that involve a DD Form 254).

**4.3.8.** TCRC (if acquisition involves commercial publications, subscriptions, or video tapes).

**4.3.9.** AMC CONF/LGCF (MIPRs to non-DOD agencies).

**4.3.10.** TCCS (if required).

**4.3.11.** TCDC (if required).

**4.3.12.** Routing for option years and incremental funding packages will be TCJA, TCCS-AQ, and TCJ8.

## ***Section B – Vendor Discussions/Demonstrations***

### **5. Policy:**

**5.1.** USTRANSCOM may engage in discussions, or accept information and literature, briefings, or demonstrations, which provide useful information on industry-wide development or background knowledge concerning the capabilities of a specific corporate entity.

**5.2.** Utmost caution shall be exercised by all personnel receiving such information in order to protect sensitive governmental planning data and proprietary commercial information, to prevent a conflict, or appearance of conflict of interest, and to otherwise maintain fairness in the procurement process (i.e., equal competitive opportunity for all contractors).

**5.3.** Additional guidance is available in DOD Directive 5500.7, Standards of Conduct; DOD 5500.7-R, Joint Ethics Regulation; as well as FAR Part 3, Improper Business Practices and Personal Conflicts of Interest. If this guidance is inadequate, consult with TCJA for further advice and instructions.

**6. Procedure.** Staff elements that receive unsolicited requests for contractor discussions or demonstrations will comply with the following procedures:

**6.1.** The action officer who desires to participate in a discussion or demonstration will prepare and forward a Demonstration Agreement (Attachment 10). The form must be coordinated with TCJA, and other affected staff agencies with TCCS-AQ approval.

**6.2.** The Directorate/DRE action officer will provide copies of discussion, presentation, and demonstration material to TCCS-AQ for approval.

**6.3.** The Directorate/DRE action officer is responsible for ensuring that TCFP is provided with all data required for contractor personnel and equipment requiring access to USTRANSCOM. Information should be provided at least 10 working days prior to the arrival of vendor/contractor personnel.

**6.4.** USTRANSCOM participants shall not enter into any written or oral agreement with the contractor to buy or use the product or service discussed or demonstrated.

## ***Section C -- Unsolicited Proposals (USPs)***

### **7. Policy:**

**7.1.** USTRANSCOM may accept for review USPs that meet the FAR Subpart 15.5 requirements for USPs. (Coordination with the Command Acquisition Officer, TCCS-AQ, is required. See paragraph 9.)

**7.2.** By their very nature, USPs are developed and prepared without any Government supervision or assistance.

**7.3.** USPs will not be used by the Government to avoid development of a Government Statement of Work (SOW) or specification.

**7.4.** The following are *not* USPs:

**7.4.1.** Advertising material designed to acquaint the Government with a prospective contractor's present products or potential capabilities, or to determine the Government's interest in buying these products.

**7.4.2.** Commercial product offer; i. e., an offer of a commercial product that is usually sold to the general public.

**7.4.3.** Contribution. A concept, suggestion, or idea presented to the Government for its use when the source does not intend to devote any further effort to it on the Government's behalf.

**8. Staff Responsibilities:**

**8.1.** Directors/Chiefs, DREs will:

**8.1.1.** Appoint an OPR to perform a technical review on USPs forwarded to them for action.

**8.1.2.** Ensure that USPs are safeguarded IAW FAR 3.104.

**8.2.** The OPR performing technical review will comment on the USP using the following criteria:

**8.2.1.** Unique and innovative methods, approaches, or concepts demonstrated by the proposal.

**8.2.2.** Overall scientific, technical, or socioeconomic merits of the proposal.

**8.2.3.** Potential contribution of the effort to USTRANSCOM's mission.

**8.2.4.** The offeror's capabilities, related experience, facilities, techniques, or unique combinations of these, which are integral factors for achieving the proposal objectives.

**8.2.5.** The qualifications, capabilities, and experience of the proposal principal investigator, team leader, or key personnel who are critical in achieving the proposal objectives.

**8.2.6.** Ensure that USPs are covered and marked IAW FAR 3.104.

**8.3.** TCCS-AQ will do the following regarding USPs:

**8.3.1.** Notify either 375th CONS/LGC or AMC CONF/LGCF so that a formal acknowledgment of receipt of the USP can be sent to the contractor.

**8.3.2.** Ensure that USPs are covered and marked IAW FAR 3.104.

**8.3.3.** Determine which directorate/DRE within USTRANSCOM should be OPR for the technical review of the USP.

**9. Procedures:**

**9.1.** Upon receipt by any USTRANSCOM Directorate or DRE, all USPs shall be forwarded directly to TCCS-AQ before any additional processing takes place.

**9.2.** TCCS-AQ will review all USPs to determine if they meet the FAR criteria entitling them to be processed as USPs.

**9.3** TCCS-AQ will notify either 375th CONS/LGC or AMC CONF/LGCF so that a formal acknowledgment of receipt of the USP can be sent to the contractor.

**9.4.** TCCS-AQ will forward the USP to the appropriate Directorate/DRE and the technical review will be performed using the criteria at paragraph 8.2.

**9.5.** The appropriate Directorate/DRE shall designate an OPR. The OPR will ensure that the USP is reviewed using the criteria in paragraph 8.2. The reviewing OPR shall forward the completed review to TCCS-AQ.

**9.7.** After proper review, TCCS-AQ will forward the USP, technical review, and AF Form 1768 to either 375th CONS/LGC, AMC CONF/LGCF, or appropriate procurement office for their reply to the contractor.

#### **Section D - Funds**

**10.1.** Funds that are allocated to a program that are not used for that program will be returned to TCJ8 for reallocation. Directorates/DREs do not have the authority to redistribute these funds to other programs within the organization.

CARLOS D.PAIR  
Major General, U.S. Army  
Chief of Staff

#### 10 Attachments:

1. Glossary of References and Supporting Information
2. Acquisition Package Development Steps
3. Expansion of Acquisition Package Criteria and Document Preparation Guidance
4. Sample Independent Government Cost Estimate
5. Sample Determination/Decision Document
6. Sample Required Format, Justification and Approval for Other than Full and Open Competition
7. Sample Required Format for Brand Name Justification
8. Past Performance Questionnaire
9. Evaluation Criteria
10. Sample Required Format for Demonstration Agreement

## **GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION**

### ***References***

Federal Acquisition Regulation (FAR) and Department of Defense (DOD)/Service Supplements thereto  
DOD Directive (DODD) 4205.2, Acquiring and Managing Contracted Advisory and Assistance Services (CAAS)  
DODD 5000.1, Defense Acquisition  
DOD Instruction (DODI) 5000.2, Defense Acquisition Management Policies and Procedures  
DOD Manual 5000.2-M, Defense Acquisition Management Documentation and Reports  
DODD 5500.7, Standards of Conduct  
DOD Regulation 5500.7-R, Joint Ethics Regulation (JER)  
DOD Manual 7920-2M, Automated Information System Life Cycle Management Manual  
DODD 8120.1, Life Cycle Management (LCM) of Automated Information Systems (AISs)  
DODI 8120.2, Automated Information System (AIS) Life Cycle Management (LCM) Process, Review and Milestone Approval Procedures  
USTRANSCOM Regulation (USTRANSCOMR) 15-1, Internal Management Control (IMC) Program  
USTRANSCOMR 700-4 (under revision as USTRANSCOM Instruction 33-4) USTRANSCOM Requirements Process for Command, Control, Communications and Computer (C4) Systems (C4S)  
Air Force Instruction (AFI) 33-104, Base Level Planning and Implementation.

## *Terms*

**Acquisition** - The obtaining by contract (including task orders and the exercise of options), regardless of source of appropriate funds, supplies and/or services (including construction) by and for the use of the Government.

**Acquisition Package** - Consists of a purchase request, identified deliverable end item/service, independent Government cost estimate, specification and/or performance work statement, and any required supporting documentation.

**Acquisition Plan** - A formal written document reflecting the specific actions necessary to execute the approach established in the approved acquisition strategy and guiding contractual implementation. See Federal Acquisition Regulation (FAR) Subpart 7.1 and Defense Federal Acquisition Regulation Supplement (DFARS) Subpart 207.1 for contents of acquisition plan.

**Acquisition Planning** - The process by which the efforts of all personnel responsible for an acquisition are coordinated and integrated through a comprehensive plan for filling the need in a timely manner at a reasonable cost. It includes developing the overall strategy for managing the acquisition.

**Advisory and Assistance Services (A&AS)** - Those services acquired by contract from nongovernmental sources to support or improve organization policy development, decision-making, management and administration, program and/or project management and administration, or to improve the effectiveness of management processes or procedures. All advisory and assistance services are to be classified in one of the following definitional subdivisions:

**Management and Professional Support Services.** i.e., contractual services that provide assistance, advice or training for the efficient and effective management and operation of organizations, activities (including management and support services for research and development activities (R&D), or systems. These services are normally closely related to the basic responsibilities and mission of the agency originating the requirement for the acquisition of services by contract. Included are efforts that support or contribute to improved organization of program management, logistics management, project monitoring and reporting, data collection, budgeting, accounting, performance auditing, and administrative/technical support for conferences and training programs;

**Studies, Analyses and Evaluations,** i.e., contracted services that provide organized, analytical assessments/ evaluations in support of policy development, decision-making, management, or administration. Included are studies in support of R&D activities. Also included are acquisitions of models, methodologies, and related software supporting studies, analyses or evaluations; or

**Engineering and Technical Services,** i.e., contractual services used to support the program office during the acquisition cycle by providing such services as systems engineering and technical

direction to ensure the effective operation and maintenance of a weapon system or major system as defined in Office of Management and Budget (OMB) Circular No. A-109 or to provide direct support of a weapon system that is essential to research, development, production, operation or maintenance of the system.

**Approving Official** - An individual designated in this instruction authorized to approve the request for commitment of funds for a contracted requirement.

**Automated Communications-Computer Systems Requirements Document (ACSRD)** - A document that describes a required communications-computer capability, justifies the need, identifies resources, and documents the validation and approval of the requirement. Processed in accordance with USTRANSCOM Regulation 700-4(to be USTCI 33-34). manufacturer, producer, or distributor.

**Brand Name Product** - A commercial product described by brand name, make, model number, or other appropriate nomenclature by which such product is offered for sale to the public by the particular

**Commercial Source** - This term includes all civilian vendors/contractors, General Service Administration (GSA) schedule contracts, and nonprofit organizations (e.g., universities).

**Commitment** - The act of reserving funds for an approved requirement.

**Contract** - A mutually binding legal relationship obligating the seller to furnish the supplies or services and the buyer to pay for them.

**Contract Type(s)** - Some of the more commonly used types of contracts used in Federal procurement and governed by the FAR are:

**Cost Reimbursement Contract** - A contract that provides for payment to the contractor of allowable incurred costs to the extent provided in the contract. They are suitable for use only when the uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed-price contract. Associated with level of effort type contracts where deliverables are not the basis for payment but only the expending of resources by the contract are required for payment. Some types of cost contracts are:

**Cost-Plus-Award Fee (CPAF) Contract** - This type of contract provides for a fee consisting of (1) a Base Fee (which may be zero) fixed at inception of the contract and (2) an Award Fee, based upon a periodic judgmental evaluation by the Government, sufficient to provide motivation for excellence in such areas as quality, timeliness, technical ingenuity, and cost-effective management during contract performance. Fee is the amount the contractor receives above cost of performing the contract, this term is sometimes called profit.

**Cost-Plus-Fixed Fee (CPFF) Contract** - This type of contract provides for payment to the contractor of a negotiated fee (profit) that is fixed at the inception of the contract. This fixed fee does not vary with actual cost but may be adjusted as a result of changes in the work to be performed under the contract. Permits contracting for efforts that might otherwise present too great a risk to contractors, but gives the contractor less incentive to control costs than a fixed-price contract.

**Cost-Plus-Incentive Fee (CPIF) Contract** - This type of contract provides for the initially negotiated target fee to be adjusted later by a formula based on the relationship of total allowable costs to total target costs. This contract type specifies a target cost, a target fee, a minimum fee, a maximum fee, and a fee adjustment formula. After contract performance, the fee payable to the contractor is determined in accordance with the formula. To encourage the contractor to manage the contract effectively, the formula provides, within limits, for increases in fee above target fee when total allowable costs are less than target costs, and decreases in fee below target fee when total allowable costs exceed target costs.

**Firm-Fixed Price (FFP) Contract** - This type of contract provides for a price that is not subject to adjustment on the basis of the contractor's cost experience in performing the contract. FFP contracts are generally subject to adjustment in accordance with contract clauses providing for equitable adjustments or price adjustments. The contractor assumes maximum risk and full responsibility for all costs and resulting profit or loss. They provide maximum incentive for the contractor to control costs and perform effectively and impose a minimum administrative burden upon the contracting parties.

**Contracting Officer** - An individual authorized to enter into, administer, and/or terminate contracts and make related findings and determinations. The contracting officer is the only person authorized to obligate the Government.

**Contracting Officer's Technical Representative (COTR)** - A person who assists the contracting officer in matters related to inspection, acceptance, and other duties; a person without specific contracting authority acting as an extension of the contracting officer to facilitate communications with the contractor.

**Delivery Order** - An order placed against an established contract for supplies and services. The terms and conditions for a delivery order can be found in the contract that the order is placed against.

**Determination and Findings (D&F)** - A written approval by an authorized official that is required by statute or regulation as a prerequisite to certain contracting actions. Used in conjunction with Economy Act issues and reviewed by a contracting officer.

**Economy Act of 1932** - Permits a federal agency to order supplies and services from another federal agency under certain conditions. The Act was designed to promote economy in Government operations by permitting efficient use of Government resources, even though they may

be in another agency. This eliminates duplication of effort to build expertise in several agencies and allows a federal agency to take advantage of another federal agency's substantial experience in a specific area. The Economy Act also promotes the economy that results from consolidating requirements; i.e., quantity discounts and other tangible or intangible benefits.

**Fair and Reasonable Price** - A fair and reasonable price is one that is fair to both parties considering the agreed-upon conditions, promised quality, and timeliness of contract performance.

**Federally Funded Research and Development Center (FFRDC)** - A center operated, managed, and/or administered by either a university or a consortium of universities, a not-for-profit organization, or an industrial firm such as an autonomous firm or as an identifiable separate operating unit of a parent organization. Enables agencies to use private sector resources to accomplish research and development tasks that are integral to agency missions and operations.

**Independent Government Cost Estimate (IGCE)** - An estimate of the cost for goods and/or estimate of services to be procured by contract. Such estimates are prepared by Government personnel independent of contractors. (See Attachment 9, paragraph 3, for more information on IGCEs.)

**Inherently Governmental Functions** - An inherently Governmental function is a function that is so intimately related to the public interest as to mandate performance by Government employees. These functions include those activities that require either the exercise of discretion in applying Government authority or the use of value judgments in making decisions for the Government. Government functions normally fall into two categories:

**The act of governing** - The discretionary exercise of Government authority.

**Monetary transactions and entitlements** - Control of treasury accounts and money supply. An inherently Governmental function involves the determination of policy and the direction and control of Federal employees or, in some cases, of activities and property of private citizens. Does not encompass functions considered "commercial" as defined in Office of Management and Budget (OMB) Circular No. A-76.

**Interagency Acquisition** - A procedure by which one Government agency needing supplies or services (the requesting agency) obtains them from or through another (servicing agency). For the purposes of USTRANSCOM, any acquisition that is placed with other than a DOD organization can be considered as being placed with another agency. Under the Economy Act, 31 U.S.C. 1535, an agency may place orders with any other agency for supplies or services that the servicing agency may be better able to supply, render, or obtain by contract, if it is determined by the head of the requesting agency, or by a designee, that it is in the Government's interest to do so. Agencies are forbidden to use interagency acquisition as a means of avoiding the requirement to obtain full and open competition.

**International Merchant Purchase Authorization Card (IMPAC)** - IMPAC is the official Government-wide credit card used for purchases \$2,500 or less of supplies or non-personal

services. The card is used similarly to any commercial credit card and is currently a VISA card issued in the cardholder's name. Training is required for the cardholder and authorizing official who oversees the cardholder's purchases. Unauthorized purchases are outlined in the IMPAC Program Guide available from 375th CONS.

**Market Survey** - The process of ascertaining whether qualified sources capable of satisfying the Government's requirement exists. Testing of the market place may range from written or telephone contracts with knowledgeable federal and non-federal experts regarding similar or duplicate requirements, and the results of any market test recently undertaken, to the more formal sources-sought announcements in the Commerce Business Daily (CBD), or solicitations for information or planning purposes.

**Non-Personal Services Contract** - A contract under which personnel rendering the services are not subject, either by the contract terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

**Performance-Oriented Work Statement (PWS)** - A document, which states the minimum requirements of the Government for, services to be provided by a commercial source.

**Personal Services Contract** - A contract that by its expressed terms or as administered makes the contractor personnel appear, in effect, Government employees.

**Purchase Description (PD)** - A description of the essential physical characteristics and functions required to meet the Government's minimum needs.

**Purchase Request (PR)** - A document that, when submitted to a contracting office, officially initiates a particular procurement action. Purchase requests provide the official basis for deciding how a procurement will be conducted and how a contract will be awarded. It contains a description of the requirement, required authorizations (i.e., fund cite), and necessary administrative details that enable the contracting officer to prepare and issue a solicitation and develop a contract document. For this instruction, AF Form 9, DD Form 448, and AF Form 616, are the only authorized forms of purchase requests.

**Requirement** - The specific item(s) of supply or type(s) of service(s) required.

**Requiring Activity** - The functional area having a need for the supply and/or service.

**Resource Manager** - Individual appointed by a director or chief of direct reporting element to monitor and help prepare estimated requirements for resources; participate in the development of obligation and expense targets; monitor the use of resources in day-to-day operations; represent the directorate or direct reporting element as a member of the Resource Management Board (RMB) and provide assistance to the comptroller during fiscal year-end close-out.

**Quality Assurance Evaluator (QAE)** - The authorized representative of the contracting officer for contract inspection, monitoring, and technical recommendations.

**Source Selection Plan** - A plan, prepared for approval of the source selection authority, for organizing and conducting the evaluation and analysis of proposals and selection of the source(s).

**Specification** - A clear and accurate description of the essential technical requirements, quantities, performance dates, and a statement of the required quality.

**Statement of Work (SOW)** - Describes the actual work to be done by means of specifications or their minimum requirements, quantities, performance dates, and a statement of the required quality.

**Task Order** - A SOW used in conjunction with a requirements contract. Used by the Government to request work under the contract by issuance of a delivery order or modification to the contract.

**Unsolicited Proposal (USP)** - A proprietary written proposal, submitted on the initiative of the submitter, for the purpose of obtaining a contract with the Government. A marketing technique, an attempt to create a need, thereby allowing the contractor to fill it. A valid USP can result in a contract award on other than fully competitive terms.

**Vendor Demonstrations** - Presentations by representatives of the commercial community for the purpose of demonstrating equipment methods, capabilities, or procedures.

**Vendor Discussions** - Presentations by representatives of commercial firms desiring to produce or to furnish goods or services to the Government. May include the exchange of technical information between the Government and representatives of commercial firms.

## ACQUISITION PACKAGE DEVELOPMENT STEPS

The following steps are provided as a guide for the preparation of acquisition packages in USTRANSCOM. Because of the diverse nature of requirement satisfaction, there may be other actions required in preparation of specific acquisition packages. TCCS-AQ will assist in the development of acquisition packages and coordinate actions with contracting activities.

- STEP 1** Identify a bona fide need for USTRANSCOM. Determine what the requirement is, and determine the optimal solution that will satisfy it. Obtain approval to initiate the package from the appropriate Director or Chief, Direct Reporting Element.
- STEP 2** Define the requirement. As appropriate, write the following:
- a. Purchase Description (Attachment 6, paragraph A6.1.1.).
  - b. Specification (Attachment 6, paragraph A6.1.2.).
  - c. Statement of Work/Performance Based Document (Attachment 6, paragraph A6.1.3.).
- STEP 3** Define and state deliverable end item/service (e.g., a supply item, report, etc.) to be delivered to the command. Define and state a period of performance or delivery date.
- STEP 4** If applicable (\$2,500 or less), purchase using IMPAC.
- STEP 5** If required, develop an acquisition plan/strategy (FAR 7.1 and DFARS 207.1). Include on SSS the result of the program strategy briefed to ASRP.
- STEP 6** If required, develop a Source Selection Plan (FAR 15.615).
- STEP 7** Prepare an Independent Government Cost Estimate (IGCE) when the requirement exceeds \$50,000. (Attachment 6, paragraph A6.3.).
- STEP 8** Define inspection standards or criteria for each item. (Attachment 6, paragraph A6.4.).
- STEP 9** If required, prepare one or more of the following:
- a. Request for Other Than Full and Open Competition (Attachment 6).
  - b. Brand name justification (Attachment 7).
- STEP 10** Prepare an appropriate purchase request (e.g., AF Form 9, DD Form 448, or AF Form 616).

- STEP 11** If access to classified information/equipment by the contractor is required, coordinate with Office of Security (TCFP) for preparation of DD Form 254, Contract Security Classification Specification.
- STEP 12** If required, develop an Determination/Decision Document for Advisory and Assistance Services, FAR 37.2. (Attachment 5)
- STEP 13** If utilizing a MIPR:  
a. To a Non-DOD agency, prepare package IAW paragraph 4.3. Attachment 2, and Attachment 7.  
b. To a DOD agency, prepare package IAW Attachments 3 or 4.
- STEP 14** If utilizing an AF Form 9 or AF Form 616:  
Prepare package IAW Attachment 3 or 4.
- STEP 15** If a new project and oversight are required to ensure contractor performance, nominate in writing a Quality Assurance Evaluator (QAE)/ Contracting-Officer Representative (COR). This should be the position(s) in your office that will be responsible for evaluating a service contractor's performance or determining the acceptability of contractor-furnished supplies. (Attachment 6, paragraph A6.6.).
- STEP 16** If required, prepare a list of the Government Furnished Property (GFP), with quantity and availability dates, to be included in the procurement package. Prior to submitting package, a letter certifying GFP availability or scheduled availability must be included. (Attachment 6, paragraph A6.10.).
- STEP 17** Coordinate package with staff IAW this instruction.
- STEP 18** **AFTER** coordination and approval, submit funding request to TCJ8 for review and forwarding.
- STEP 19** After commitment of funds, forward acquisition package to the cognizant procuring activity.

Note: Because acquisitions vary from case to case, there may be additional steps required. TCCS-AQ is available for assistance and maintains a comprehensive library related to the FAR.

## **EXPANSION OF ACQUISITION PACKAGE CRITERIA AND DOCUMENT PREPARATION GUIDANCE**

**A3.1. Definition of Requirement.** A requirement can be defined using a purchase description, specification, or Statement of Work (SOW)/Performance Based Document (PBD).

**A3.1.1. Purchase Description.** This is the simplest method of describing a requirement. It is primarily used for defining supply and general service requirements.

**A3.1.1.1.** An adequate purchase description shall set forth the essential physical and functional characteristics of the material(s) or service(s) required. As many characteristics as are necessary to express the requiring activity's minimum requirements shall be used in preparing purchase descriptions:

**A3.1.1.1.1.** Common nomenclature.

**A3.1.1.1.2.** Kind of material; i.e., type, grade, alternatives, etc.

**A3.1.1.1.3.** Electrical data, if any.

**A3.1.1.1.4.** Dimensions, size, or capacity.

**A3.1.1.1.5.** Principles of operation.

**A3.1.1.1.6.** Restrictive environmental conditions.

**A3.1.1.1.7.** Intended use, including:

**A3.1.1.1.7.1.** Location within an assembly; and

**A3.1.1.1.7.2.** Essential operating condition(s).

**A3.1.1.1.8.** Equipment with which the item is to be used.

**A3.1.1.1.9.** Other pertinent information that further describes the item, material, or service required.

**A3.1.1.2.** Purchase descriptions shall not be written to specify a product or a particular feature of a product peculiar to one manufacturer; thereby, precluding consideration of a product manufactured by another company, unless it is determined that the particular feature is essential to the command's requirements and that other companies' similar products lacking the particular

feature would not meet the minimum requirements for the item. This determination must be reduced in writing (i.e., a brand name justification, format at Attachment 10).

**A3.1.1.2.1.** The minimum acceptable purchase description for supplies is the identification of a requirement by use of a brand name followed by the words "or equal." This technique should be used only when an adequate specification or more detailed description cannot feasibly be made available by means other than inspection and analysis in time for the acquisition under consideration. Additionally, "brand name or equal" purchase description should set forth those salient physical, functional, or other characteristics of the referenced products which are essential to the needs of the Government. For example, when interchangeability of parts is required, such requirements should be specified. Purchase descriptions shall contain the following information to the extent available, and include other information as is necessary to describe the item required:

**A3.1.1.2.1.1.** Complete common generic identification of the item required;

**A3.1.1.2.1.2.** Applicable model, make, or catalog number for each brand name product referenced, and identity of the commercial catalog in which it appears; and

**A3.1.1.2.1.3.** Name of manufacturer, producer, or distributor of each brand name product referenced (and address if known).

**A3.1.2.** Specification. This type of document is used to define construction projects on highly technical requirements where exacting standards (e.g., tolerances) must be satisfied. Specifications may be stated in terms of:

**A3.1.2.1.** Function, so that a variety of products or services may qualify;

**A3.1.2.2.** Performance, including specifications of the range of acceptable characteristics or of the minimum acceptable standards; or

**A3.1.2.3.** Design requirements.

*NOTE:* Once the specification is stated in one of these three ways, specific standards for measuring the delivered item are required. These standards may be locally developed or developed by another organization (e.g., GSA prepares standards commonly used by Government agencies). Regardless of how developed, standards must be included in a specification as a basis for determining the contractor's compliance with the specification.

**A3.1.3. PBD.** This document is written in a manner which clearly and accurately describes the essential tasks the contractor is to perform successfully. Included are the standards used to determine whether tasks have been met. To ensure this Command's PBD accurately and completely describe the requirements, requiring activities shall ensure each PBD contains the following major sections.

**A3.1.3.1. Section 1--General.** This section provides a broad overview of the PBD and contains a subsection describing the scope of work. Additionally, this section tells the contractors what kind of quality control they will be required to have.

**A3.1.3.2. Section 2--Definitions.** A definitions section includes all special terms and phrases used in the PWS. The definitions must clearly establish what is meant so that the contracting parties will fully understand them.

**A3.1.3.3. Section 3--Government- Furnished Property and Services.** If the command will provide any of these for the contractor's use in providing the required services, use this section to describe what will be provided. If the list(s) is fairly extensive, prepare a technical exhibit(s) and include at the end of the PBD rather than in the main body.

**A3.1.3.4. Section 4--Contractor-Furnished Items.** In this section, describe material and equipment that the contractor must provide. As with Government-furnished property, if the list is lengthy, it is made a technical exhibit and referenced in this section.

**A3.1.3.5. Section 5--Specific Tasks.** Specific tasks are the heart of the PBD. Tasks should include the work to be accomplished---the end result. The tasks shall not specify actions the contractor should take when satisfying requirements (e.g., manpower requirements, how the contractor should manage their personnel). Further, this section should specify what the Government will evaluate and how the contractor's performance level will be determined.

**A3.1.3.6. Section 6--Applicable Technical Orders, Specifications and Directives.** Include a list of current applicable directives, with date, in this section. Explain what happens when a directive has been revised during the life of the contract (e.g., the contractor complies with the revisions).

**A3.1.3.7. Technical Exhibits.** Technical exhibits are used to include voluminous documents in the PBD.

**A3.2. *Deliverable End Item.*** All procurement packages must clearly specify an end item (e.g., a supply item, report, preparation and delivery of a specific piece of software, etc.) to be delivered to the command.

**A3.3. *IGCE.*** This is required whenever a requirement is projected to exceed \$50,000. The estimate shall be prepared in as much detail as though the Government would be competing for award of a contract. For example, the Government estimate should reflect numbers and types of

employees required for a service, estimated rates of pay, an allowance for supplies (if contractor furnished), and an amount for overhead and profit (if appropriate). Rationale for each element of cost must be provided. Information contained in the IGCE shall only be disclosed to individuals whose official duties require knowledge of the estimate. These individuals include budget personnel, staff procurement officer, and finance personnel. All Government estimates shall be stamped "For Official Use Only" and placed in an envelope attached to the resultant purchase request. When preparing an IGCE, the project officer must bear in mind information being provided will be used by the contracting officer to determine price fairness and reasonableness. Thus, any information provided must be well documented and clearly show how the IGCE was developed.

**A3.4. *Inspection Standards/Criteria.*** For each item of supply or service, specific inspection standards/criteria must be established by the requiring activity. Standards/criteria can be as simple as using those included in an existing contract, we may be "piggy backing" onto a locally prepared inspection program used by in-house personnel. They must clearly convey how the Government will objectively evaluate, if the provided supplies/services meet contractual requirements. (See FAR 46.2 for detailed inspection standards.)

**A3.5. *Purchase Requests.*** All acquisition packages must include a purchase request (e.g., AF Form 9, DD Form 448, or an AF Form 616). These forms are used in specific situations. When requesting funds for contracting actions either by AMC CONF/LGCA or 375th CONS/LGC, use the AF Form 9. If the requirement is to be satisfied by another Air Force organization, an AF Form 616 or DD Form 448 may be used. Should you have a requirement for funds to another Governmental agency (e.g., Army, Navy, Department of Energy, etc.), the DD Form 448 is to be used. All of these documents are initiated by the requiring activity. The AF Form 9 and DD Form 448 are similar in basic identifying information (e.g., purchase request number, requester and contracting office) and contain a block for a clear, concise description of the item or service required. This description could be as simple as Federal Stock Number with a noun or include a list of characteristics (e.g., length, width, color, fit, etc.). Whatever type of purchase description is used, remember, it must clearly and fully define the item/service you need. On service requirements, a statement of work/performance work statement would be attached and referenced in the body of the purchase request. Additionally, the purchase request must identify, as a minimum, delivery date or performance period; the ship to/mark for address of specific location where service(s) are to be performed; any data requirements we might have; identify the individual who will receipt for supplies/services; and any special packaging requirements needed.

**A3.6. *Non-personal Services.*** The DoD can contract for services which are not inherently Governmental functions. When these types of services are contracted out, the contracting officer must prepare a memorandum of the facts and rationale supporting the conclusion that the resultant contract will be non-personal in nature. A "non-personal services contract" is one in which the personnel rendering the services are not subject, whether by the contract's terms or by the manner in which it is administered, to the supervision and control of Government personnel. To reach this conclusion, the contracting officer will rely on the requiring activity for the facts on which to base their conclusion.

**A3.7. Other than Full and Open Competition.** It is the policy of the DoD that contracting officers shall promote and provide for full and open competition (i.e., all responsible sources are permitted to compete) when soliciting offers and awarding Government contracts. Under certain circumstances, it is permissible to exclude certain sources from full and open competition. This can only be done when (a) it is necessary to establish or maintain an alternative source or sources for the supplies or services being acquired, or (b) the acquisition is set aside for small business or labor surplus area concerns. Competitive procedures will, however, be used after a source or sources have been excluded. Contracting without providing full and open competition after exclusion of sources is a violation of statute, unless permitted by one of the following exceptions:

**A3.7.1.** There is only one responsible source and no other supplies or services will satisfy the Command's requirements.

**A3.7.2.** There is an unusual and compelling urgency which precludes use of competitive procedures because the delay would cause serious injury, financial or otherwise, to the Command.

**A3.7.3.** The Government must award a contract to a particular source in order to maintain industrial mobilization or establish an essential engineering, reach, or developmental capability.

**A3.7.4.** International Agreement(s)--Treaties between the United States Government and a foreign government or international organization; or the written direction of a foreign government reimbursing an agency for an acquisition.

**A3.7.5.** Purchase from a sole source authorized or required by statute (e.g., Federal Prison Industries--18 U.S.C. 4124).

**A3.7.6.** The disclosure of the Government's need(s) through competitive solicitation would compromise national security.

**A3.7.7.** The agency head determines it is not in the public interest to compete a specific requirement.

**A3.7.8.** A "set-aside" for small business and labor surplus area concerns to fulfill statutory requirements relating to Section 8(a) of the Small Business Act, as amended by Public Law 100-656, contracting officers may limit competition to eligible Section 8(a) contractors.

**NOTE 1:** Prior to using or requesting authority to use one of the above exceptions, the contracting officer must justify why the exception is appropriate. The requiring activity must provide supporting rationale with the acquisition package. The formats at Attachments 3 or 4 will be used when providing this rationale. **NOTE 2:** FAR 6.301(C) states: "Contracting without providing for full and open competition shall not be justified on the basis of (1) a lack of advance planning by the requiring activity, or (2) concerns related to the amount of funds

available (e.g., funds will expire) to the agency or activity for the acquisition of supplies or services."

**A3.8. *DD Form 254, Contract Security Classification Specification.*** This form must be coordinated with Force Protection (TCFP) and included in the procurement package if the contractor is to have access to classified information or equipment. It will specify the security levels of contractor's facility, employee clearances, unique handling instructions, applicable security regulations and agreements, and who will have overall Government responsibility for security.

**A3.9. *QAE/COTR/COR Nominations.*** When the acquisition package is submitted for staff coordination, specify the positions in your office which will be responsible for evaluating a service contractor's performance or determining the acceptability of contractor furnished supplies. (*NOTE: "Other" duties of the QAE/COTR/COR must not conflict with QAE/COTR/COR responsibilities.*) Once a contract is awarded, you will be asked by the contracting office for the name of the individual assigned to the position. This individual will be the only one who can evaluate the service or supply using contractually established inspection standards or criteria.

**A3.10. *Government Furnished Property (GFP).*** If the Government is to furnish any form of materials or equipment to the successful contractor, a list of the GFP (i.e., items of supply, equipment, or facilities) with quantity and availability dates should be a part of the acquisition package. Prior to the package being submitted to the contracting office, a letter certifying GFP availability, or if scheduled availability will be required. When preparing this certificate, ensure all GFP are specified and are available, or will definitely be available on a specific date. This is necessary to preclude possible contractor claims against the Government due to non-availability of GFP.

**A3.11. *Types of Contracts.*** In Government contracting, two basic types of contracts are used, firm-fixed price (FFP) and cost reimbursement. In some cases an FFP may be preferred over a cost reimbursement, when the objective is to place the burden of cost control on the contractor. An FFP contract should be used when a specific requirement can be fully defined (e.g., acquisition of an off-the-shelf computer). Cost contracts, on the other hand, may be appropriate when a specific requirement cannot be fully defined (e.g., a research and development effort) or there are uncertainties involved in contract performance which do not permit costs to be estimated with sufficient accuracy to use an FFP contract. When using a cost contract, you can reimburse the contractor for their costs and set fee (i.e., cost plus a fixed fee) or incentive to minimize costs and maximize technical performance (e.g., cost plus incentive fee).

**A3.12. *Options.*** An option is a unilateral right in a contract for a specified period of time and price. The Government may elect to purchase additional supplies or services called for by the contract or may elect to extend the term of the contract. Options extending the term of a contract may be for a set period of months, an additional quantity of an item, or on an annual basis. Options are exercised to preclude the Government from incurring the high costs associated with

resoliciting a requirement. This option is only exercised if the price, contractor performance, and other considerations are in the best interests of the Government as determined by the contracting officer.

**A3.13. *Preproposal Conference.*** On complex negotiated acquisitions, a preproposal conference may be held to brief prospective offerors on the acquisitions/solicitation. During the conference, prospective offerors are afforded the opportunity to inspect the work location, review applicable publications and documents; and ask questions regarding the requirement. Answers provided by the Government representative (i.e., the contracting officer, technical OPR, etc.) are reduced to written response and provided to all offerors.

**SAMPLE INDEPENDENT GOVERNMENT COST ESTIMATE**

**A4.1.** The following format can be used when preparing Independent Government Cost Estimates (IGCE) for acquisition packages. More information and preparation assistance can be obtained from Army TRADOC Pam 715-6.

| <u>Item</u>        | <u>Job Title/<br/>Classification</u> | <u>Qty</u> | <u>Hourly<br/>Rate</u> | <u>Total<br/>Hours</u> | <u>Direct<br/>Labor</u> |
|--------------------|--------------------------------------|------------|------------------------|------------------------|-------------------------|
| 1                  | Project Manager                      | 1          | \$15.00                | 2087                   | \$ 31,305               |
| 2                  | Secretary                            | 1          | \$ 7.50                | 2087                   | \$ 15,653               |
| 3                  | Supv Custodian                       | 1          | \$ 8.20                | 2087                   | \$ 17,113               |
| 4                  | Custodian                            | 10         | \$ 6.40                | 20870                  | \$133,568               |
| 5                  | Plumber                              | 2          | \$10.80                | 4174                   | \$ 45,079               |
| 6                  | Electrician                          | 3          | \$10.80                | 6261                   | \$ 67,619               |
| 7                  | Carpenter                            | 5          | \$10.80                | 10435                  | \$112,698               |
| 8                  | Storekeeper                          | 2          | \$ 6.80                | 4174                   | \$ 28,383               |
| 9                  | Warehouseman                         | 4          | \$ 6.60                | 8348                   | \$ 55,097               |
| Total Direct Labor |                                      |            |                        |                        | \$ 506,515              |

**A. Materials**

| <u>Item Description</u> | <u>Qty</u> | <u>Unit<br/>Cost</u> | <u>Extended<br/>Amount</u> |
|-------------------------|------------|----------------------|----------------------------|
| 1. Paint                | 2016 Gal   | \$ 10.09             | \$20,341.44                |
| 2. Paint remover        | 30 Qts     | \$ 1.25              | \$ 37.50                   |
| 3. Plaster              | 4 Bx       | \$ 10.00             | \$ 40.00                   |
| 4. Joint compound       | 5 Gal      | \$ 2.80              | \$ 14.00                   |
| 5. Joint tape           | 2 Roll     | \$ 5.00              | \$ 10.00                   |
| 6. Wallboard            | 4 Shts     | \$ 10.75             | \$ 43.00                   |
| 7. Paint thinner        | 203 Gal    | \$ 3.00              | \$609.00                   |
| Total Material Cost     |            |                      | <u>\$21,094.94</u>         |

## B. Supplies

| <b><u>Item Description</u></b> | <b><u>Qty</u></b> | <b><u>Unit Cost</u></b> | <b><u>Extended Amount</u></b> |
|--------------------------------|-------------------|-------------------------|-------------------------------|
| 1. Paint roller                | 35 Ea             | \$ 3.97                 | \$ 138.95                     |
| 2. Brushes                     | 11 Ea             | \$ 6.72                 | \$ 73.92                      |
| 3. Trim roller                 | 16 Ea             | \$ 1.43                 | \$ 22.88                      |
| 4. Roller handles              | 7 Ea              | \$ 7.70                 | \$ 53.90                      |
| 5. Handrail broom              | 1 Ea              | \$ 7.00                 | \$ 7.00                       |
| 6. Bent scrapers               | 6 Ea              | \$ 4.86                 | \$ 29.16                      |
| 7. Knives                      | 20 Ea             | \$ 1.55                 | \$ 31.00                      |
| 8. Razors                      | 11 Pk             | \$ 1.19                 | \$ 13.09                      |
| 9. Drop cloths                 | 16 Ea             | \$ 22.87                | \$ 365.92                     |
|                                | Total Supplies    |                         | <u>\$735.82</u>               |

## C. Equipment

| <b><u>Item Description</u></b> | <b><u>Qty</u></b> | <b><u>Unit Cost</u></b> | <b><u>Extended Amount</u></b> |
|--------------------------------|-------------------|-------------------------|-------------------------------|
| 1. Ladders                     | 2 Ea              | \$ 45.00                | \$ 90.00                      |
| 2. Scaffolding                 | 50 Ft             | \$ 22.00                | \$ 1,100.00                   |
| 3. Extensions                  | 3 Ea              | \$ 125.00               | \$ 375.00                     |
|                                | Total Equipment   |                         | <u>\$ 1,565.00</u>            |

**D. Additional Other Direct Costs (e.g., travel, per diem)**

| <b><u>Item Description</u></b>   | <b><u>Qty</u></b> | <b><u>Unit Cost</u></b>        | <b><u>Extended Amount</u></b> |
|--|-------------------|--------------------------------|-------------------------------|
| 1. Round Trip airfare (to and from St Louis, MO) for environmental protection conference | 1 trip            | \$ 683.00                      | \$ 683.00                     |
| 2. Per diem, St Louis  | 3 nights          | \$ 108.00                      | \$ 324.00                     |
|  |                   | Total Other Direct Costs       | <u>\$ 1,007.00</u>            |
|  |                   | Grand Total Other Direct Costs | <u>\$24,402.76</u>            |

**SAMPLE DETERMINATION/DECISION DOCUMENT (DDD)****Using Contracted  
Advisory and Assistance Services (A&AS)****Section 1:**

- I. Description of the requirement: (Provide a short description of the requirement.)
- II. Level of effort: (The number of A&AS in terms of Man-Year Equivalents broken out in the categories provided in Attachment 1, Section C.)
- III. Types of Skills: (e.g. grade, series, step level if in-house resource would be used and anticipated title, level, experience required from an A&AS contractor)
- IV. Period of Performance: (Duration of Requirement)

**Section 2:**

Availability of In-House Personnel: In this section the requiring organization must determine the availability of in-house personnel. The requiring activity, prepares the A&AS Determination/ Decision Document (DDD) and shall determine whether queries shall be made at the task level or the contract level, based on which is more reasonable for the acquisition. The requiring activity may choose to query for each task order rather than the entire contract. If this is done, the requiring activity will perform a general search (which is less detailed than the Initial Contact Award Proposal Evaluations and Analyses (ICAPEA) query process) to ensure that releasing the Request for Proposal (RFP) for the contract is still cost effective and reasonable. In all cases, this search for in-house personnel must be thoroughly documented.

For the purposes of this section, it makes a difference how the A&AS resources are to be used. The search requirement for availability of in-house personnel prior to using A&AS in support of ICAPEA is more stringent than the search requirement for in-house personnel prior to using A&AS for non-ICAPEA support. Therefore, in this section, the requiring organization must determine if the A&AS requirement is for ICAPEA or other support services. If the work is in support of ICAPEA, then use paragraph (a) below; if the work is in support of other tasks, then use paragraph (b) below:

(a) Querying procedures for ICAPEA must be more detailed as directed in the Federal Acquisition Streamlining Act of 1994 (FASA), Section 23 and as implemented in the FAR sections 7.103(o) and 37.203/204/205 by FAC 90-33 dated 1 Oct 95. In order to comply with this legislation, a query must be conducted by the requiring organization (or the functional process resource owner) to ensure that personnel with adequate skills and capabilities are not readily available within DoD and associated organizations. Therefore, the requiring organization (or functional process resource

Federal Agency outside of the AirForce. (For this purpose, other military services/agencies are considered “Federal Agencies”). The requiring activity should contact another Federal Agency most likely to employ the skills necessary to support the required ICAPEA prior to releasing the Request for Proposal (RFP).

(b) Conduct a general query to ensure that personnel are not readily available within USTRANSCOM.

**Section 3:**

Cost Comparison: This section must be completed if in-house personnel are identified in Section 2 and the requirement is estimated to be equal to or over \$100,000. To perform the cost comparison:

(a) estimate the cost of performing the requirement with contractor personnel based on the information provided in Section 1.

(b) develop the government estimate using in-house composite rates for military and civilian employees. (TCJ8 can assist with this requirement.)

**Section 4:**

Additional Required Certificates: (Approval of the DDD represents that these statements are true.)

I. This A&AS effort will not circumvent personnel ceilings.

II. This A&AS effort will not replace displaced government personnel with A&AS contractors unless proven to be financially advantageous to the Federal Government.

III. This A&AS effort will not be performing inherently governmental functions as defined in Office of Federal Procurement Policy (OFPP) Policy Letter 92-1 and FAR Section 7.501.

\_\_\_\_\_  
Approving Official (See Note.)

Dated: \_\_\_\_\_

**Note:** All A&AS procurement requests shall, as a minimum, be approved by an official at a level above the requiring activity. Additionally, approval for all A&AS procurement requests initiated during the fourth quarter of the fiscal year, for award during the same fiscal year, shall be by an official at a second level or higher, above the requiring activity. For proposed contract actions estimated at \$50,000 or more, the approval authority may not be delegated below: (1) An SES manager. (2) A general or flag officer. (3) An officer in the grade of O-6 filling a general or flag officer position. (4) An officer in the grade of O-6 who has subordinate SES personnel.

## **GUIDANCE FOR PREPARATION OF JUSTIFICATION AND APPROVAL (J&A)**

### **AMC JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION**

Include this page heading at the top of all justifications. In addition, include the following underlined/bold information item descriptions to enable coordinators/approvers to determine easily whether the information provided adequately satisfies the information request. Examples and/or guidance for responding to each item are provided in parentheses.

1. **CONTRACTING ACTIVITY.** (e. g., Department of the Air Force, 375th Contracting Squadron, Scott AFB IL 62225-5302)
  
2. **NATURE AND/OR DESCRIPTION OF ACTION BEING PROCESSED.** (Describe the contractual action you are taking, i.e., type of contract, whether it is a new contract or an out-of-scope modification to an existing contract, whether you are going sole source or just restricting competition. Also list the name and address of the proposed contractor(s).) Identify in this paragraph if this is a class J&A.
  
3. **DESCRIPTION OF THE SUPPLIES/SERVICES REQUIRED TO MEET THE AGENCY'S NEEDS.** (Identify the requiring agency. Describe the requirements you are procuring and estimate the dollar value, including options, the total of which dictates the coordination and approval level. If more than one item of equipment is being purchased, give a listing by stock number, nomenclature, manufacturer, part number, quantity, unit of issue, unit cost, and total cost. If J&A is for a service, provide the performance time for the basic contract and any applicable option periods.)
  
4. **STATUTORY AUTHORITY PERMITTING OTHER THAN FULL AND OPEN COMPETITION.** (Merely cite the authority under one of the “seven exceptions” listed under FAR 6.302. An example would be “10 USC 2304(c)(1), Only One Responsible Source”.)
  
5. **DEMONSTRATION THAT THE CONTRACTOR'S UNIQUE QUALIFICATIONS OR NATURE OF THE ACQUISITION REQUIRES THE USE OF AUTHORITY.** (Put the authority you are using in the blank portion of the heading, e.g., “ONLY ONE RESPONSIBLE SOURCE.” *This paragraph is the most important part of the J&A and should spell out why you have to restrict competition on this acquisition. If using only one responsible source as your authority, explain in detail the specific requirements of your customer (not what the equipment or process is capable of doing), why only one contractor is capable of fulfilling those requirements, and where other proposed contractors fail to meet those requirements. If using unusual and compelling urgency as your authority, explain in detail why the urgency was not the result of poor planning. You must paint the full picture of how you got in this emergency situation and why it was not the user or contracting office's inability to plan that turned a normal acquisition into an urgent one.)*

**6. DESCRIPTION OF EFFORTS MADE TO ENSURE THAT OFFERS ARE SOLICITED FROM AS MANY POTENTIAL SOURCES AS DEEMED PRACTICABLE.**

(Information on FedBizOps (FBO) notice or a reason and a FAR 5.202 reference for not synopsisizing **must** be included in this paragraph. If the Commerce Business Daily notice was already issued, give date of issuance. A good ending to this paragraph would be “All interested sources will be considered”.)

**7. DETERMINATION BY THE CONTRACTING OFFICER THAT THE ANTICIPATED COST TO THE GOVERNMENT WILL BE FAIR AND REASONABLE.**

(This determination is made to give the coordinator/approver a warm fuzzy that you are acting in the best interests of the government by obtaining a fair and reasonable price even though you are restricting competition. Without such a rational determination, approval will probably not be forthcoming. This paragraph should always begin with “The contracting officer determines that the anticipated price(s) will be fair and reasonable based on .....” Your basis for determining fairness and reasonableness of price should be detailed if necessary to include price and cost analysis and Defense Contract Audit Agency audit; but could be a more simple determination like “based on comparison of prices of items sold in substantial quantities to commercial concerns” or “competitive offers” under an unusual and compelling urgency authority J&A.)

*For IT contracts comparing hourly rates of 2 other schedule holders to proposed contractor is a good way to show price fairness.*

**8. DESCRIPTION OF THE MARKET RESEARCH CONDUCTED AND THE RESULTS, OR A STATEMENT OF THE REASONS MARKET RESEARCH WAS NOT CONDUCTED.**

(Guidance from Air Staff emphasized the need for detailing the results of market research in all J&As and also eliminated the issuance of a CBD synopsis as a substitution for market research. All J&As must include the results of your market research prior to a J&A being approved. Any reason for not conducting market research must be supported in detail. The only reasons deemed supportable would be “FAR 5.202(a)(1) where disclosure of the details of the acquisition would impact national security” and “FAR 5.202(a)(2) when you lack time on an emergency acquisition with competitive offers.” On a sole source acquisition, the only possible way you can state in paragraph 5 of the J&A that there is only one contractor who can fulfill your needs is if you performed some sort of formal or informal market research.)

As indicated in the guidance, there must be some kind of market research.

**9. ANY OTHER FACTS SUPPORTING THE USE OF OTHER THAN FULL AND OPEN COMPETITION.**

(If lack of technical data package is the reason for other than full and open competition, are actions being taken to remedy the situation described in the J&A? **When FAR 6.302-1 is cited, an estimate of duplicate costs or additional costs incurred and how the estimate was derived must be included in this section (FAR 6.303-2(9)(III)).** If FAR 6.302-2 is cited, the data, estimated cost, or other rationale is needed to support the extent and nature of harm to the US Government. (FAR 6.303-2(a)(iv).)

**10. A LISTING OF SOURCES, IF ANY, THAT EXPRESSED, IN WRITING, AN INTEREST IN THE ACQUISITION.** (List the names and addresses of sources that expressed a written interest in the acquisition. If you did not receive any, state “none”.)

**11. A STATEMENT OF THE ACTIONS, IF ANY, THE AGENCY MAY TAKE TO REMOVE OR OVERCOME ANY BARRIERS TO COMPETITION BEFORE MAKING ANY SUBSEQUENT ACQUISITION FOR THE SUPPLIES OR SERVICES REQUIRED.** (This section deals with **future** acquisitions for this same item(s). What are you going to change to turn this noncompetitive action into a competitive one? For example, revising overly technical specifications, acquiring data rights, etc.)

**12. CONTRACTING OFFICER’S CERTIFICATION.**

I certify that the data supporting the recommended use of other than full and open competition is accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Signature Block)

\_\_\_\_\_  
Date

**13. TECHNICAL/REQUIREMENTS PERSONNEL CERTIFICATION.**

I certify that the data supporting the recommended use of other than full and open competition is accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Signature Block)

\_\_\_\_\_  
Date

**SAMPLE FORMAT**

**FOR BRAND NAME JUSTIFICATION**

**A7.1. Contracting Agency** - Specify the contracting agency (e.g., 375 CONS/LGC, Air Force Material Command, etc.) to be used.

**A7.2. Description of Supplies** - Describe the supplies to be acquired. Include the quantity, estimated unit value, and estimated total value (including options if any).

**A7.3. Reason(s) for Brand Name Request** - Describe why this action can only be satisfied by purchasing a particular brand. Clearly state what is so unique about the brand which precludes similar products from other companies being considered for award.

**A7.4. Market Survey** - Describe the extent of any market survey(s) (Attachment 1) conducted to identify any other acceptable product and the results; or, only if justified, reasons why one was not conducted.

**A7.5. Other Factors** - Discuss any other factors supporting the request for a brand name item, such as, procurement history. Include contract number(s) and date(s) of the previous award(s) for this item.

**A7.6. Technical Certification** - Include the following statement: " I certify that the supporting data under my cognizance which are included in this request are accurate and complete to the best of my knowledge and belief." (This certification is to be signed by the requiring activity POC.)

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

**A7.7. Requirements Certification** - ( Include the statement in paragraph 6. This certification shall be signed by the immediate supervisor of the requiring activity POC.)

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

**Past Performance  
USTRANSCOM  
YOUR REQUIREMENT TITLE**

Please provide concise comments regarding your overall assessment of the offeror's performance on the contract or workload identified below. **Your ratings (i.e. Satisfactory, Exceptional, etc.) should include comments for any question rated exceptional or lower than satisfactory.** Please respond by sending the entire completed questionnaire, including these instructions, via e-mail to the address below.

**AMC CONF/LGCFA  
ATTN:  
Scott AFB IL 62225-5015  
E-mail:  
Fax :**

Please call if you experience any problems e-mailing or faxing your response.

**NOTE:** Contractor Performance Assessment Reporting System (CPARS) may be reviewed for the offerors as well as responses to this questionnaire. Although you may have filed a CPARS for the contract listed, we would appreciate your response to this questionnaire because some of the questions relate to areas not covered by CPARS.

Index Number \_\_\_\_\_ (To be completed by AMC CONF/LGCF upon receipt of completed questionnaire.)

**I. WORK PERFORMED IDENTIFICATION**

Contractor (Company/Division):

\_\_\_\_\_  
\_\_\_\_\_

Contract Number/Type (Firm Fixed Price, Cost Plus Fixed Fee, etc-

\_\_\_\_\_

Work Performed Title: -

\_\_\_\_\_

Brief Description of Work: -

\_\_\_\_\_

Dollar value: \$\_\_\_\_\_

Period of Performance: \_\_\_\_\_ – \_\_\_\_\_

**II. RESPONDENT(S) TO QUESTIONNAIRE**

Name:

\_\_\_\_\_

Position/Title:

\_\_\_\_\_

Business Address:

\_\_\_\_\_

Relation to Program:

\_\_\_\_\_

Phone:

(DSN) \_\_\_\_\_ (Commercial) \_\_\_\_\_

**FAX: (DSN)** \_\_\_\_\_ **(Commercial)** \_\_\_\_\_

Other suggested points of contact: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Give a brief, general description of what the contractor was required to provide/deliver. Please note that if your response indicates a weakness in the contractor's performance, a notification may be submitted to the contractor, and they may be made aware of the comment. The contractor will not be made aware of the commentor's name or office.

*REMARKS:* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**III. PERFORMANCE EVALUATION**

*NOTE: Remarks may be continued on separate pages. Please identify category and question number.*

**1. Staffing**

a. Were the types of personnel (skill and expertise) the offeror used adequate to accomplish the effort without government intervention?

Exceptional \_\_\_ Very Good \_\_\_ Satisfactory \_\_\_ Marginal \_\_\_ Unsatisfactory \_\_\_ N/A \_\_\_

REMARKS: \_\_\_\_\_  
\_\_\_\_\_

b. Did the contractor provide replacement personnel of the same quality and skills of vacancies with minimum disruption to the support effort?

Exceptional \_\_\_ Very Good \_\_\_ Satisfactory \_\_\_ Marginal \_\_\_ Unsatisfactory \_\_\_ N/A \_\_\_

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. How effective was the offeror in aligning and re-aligning resources (personnel and other) to meet varying workloads?

Exceptional \_\_\_ Very Good \_\_\_ Satisfactory \_\_\_ Marginal \_\_\_ Unsatisfactory \_\_\_ N/A \_\_\_

REMARKS: \_\_\_\_\_  
\_\_\_\_\_

d. How would you rate the offeror's emphasis on customer satisfaction?

Exceptional \_\_\_ Very Good \_\_\_ Satisfactory \_\_\_ Marginal \_\_\_ Unsatisfactory \_\_\_ N/A \_\_\_

REMARKS: \_\_\_\_\_  
\_\_\_\_\_

**2. Technical Approach**

a. How would you rate the offeror's overall technical approach?

Exceptional \_\_\_ Very Good \_\_\_ Satisfactory \_\_\_ Marginal \_\_\_ Unsatisfactory \_\_\_ N/A \_\_\_

REMARKS: \_\_\_\_\_  
\_\_\_\_\_

b. How effective was the offeror in accomplishing planned project activities/requirements within the established milestones/timeframes?

Exceptional \_\_\_ Very Good \_\_\_ Satisfactory \_\_\_ Marginal \_\_\_ Unsatisfactory \_\_\_ N/A \_\_\_

REMARKS: \_\_\_\_\_  
\_\_\_\_\_

c. How effective was the offeror in accomplishing quality checks to ensure that the final deliverables met the Statement of Work requirements?

Exceptional \_\_\_ Very Good \_\_\_ Satisfactory \_\_\_ Marginal \_\_\_ Unsatisfactory \_\_\_ N/A \_\_\_

REMARKS: \_\_\_\_\_  
\_\_\_\_\_

d. Were there any penalties for non-performance assessed against the offeror and if so, to what extent?

Yes \_\_\_ No \_\_\_

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 3. Cost

a. If the contract was other than firm fixed price, did the offeror use effective methods and effective cost controls?

Yes \_\_\_ No \_\_\_

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 4. Contractor's Overall performance

Exceptional \_\_\_ Very Good \_\_\_ Satisfactory \_\_\_ Marginal \_\_\_ Unsatisfactory \_\_\_ N/A \_\_\_

REMARKS: \_\_\_\_\_

\_\_\_\_\_

**5. Would you award to this contractor in the future?**

Yes \_\_\_\_\_ No \_\_\_\_\_

If "no", why?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any additional comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RFQ FA4452-02-QA[000]**  
**PROPOSAL EVALUATION CRITERIA**

Proposals will be evaluated against the following evaluation criteria (factors and subfactors):

- (1) Past performance
- (2) Mission Capability
  - a. Staffing
  - b. Technical Approach
- (3) Cost or Price

The following order of importance of the evaluation criteria applies. The factors Past Performance and Mission Capability are of equal importance. Past Performance and Mission Capability, when combined, are considered significantly more important than cost or price. Cost (price) is evaluated but not rated. Within the Mission Capability factor, the subfactors (Staffing and Technical Approach) are considered of equal importance. Award will be made to the offeror whose proposal conforms to the requirements specified in the Request for Quotation and which provides the best value to the government; price and other factors considered. This may result in an award to a higher rated, higher priced offeror where the decision is consistent with the evaluation factors.

**1. Past Performance.**

a. Past performance will be evaluated as a measure of the Government's confidence in the offeror's ability to successfully perform based on previous and current contracts and support agreements. A confidence assessment rating will be assigned to each offeror as follows:

(1) Exceptional/High Confidence – Based on the offeror's performance record, essentially no doubt exists that the offeror will successfully perform the required effort.

(2) Very Good/Significant Confidence - Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.

(3) Satisfactory/Confidence - Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort.

(4) Neutral/Unknown Confidence - No performance record identifiable.

(5) Marginal/Little Confidence - Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.

(6) Unsatisfactory/No Confidence – Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

b. The following ratings will be used in evaluating the relevancy of the offeror's past performance:

[Use the following ratings but tailor the rating definition to fit your requirement.]

(1) Very Highly Relevant (VHR) – Current Air Force experience in [insert type of support, i.e. operations, maintenance, engineering, and technical support].

(2) Highly Relevant (HR) – Recent DOD experience (within 1 year) in [insert type of support, i.e. operations, maintenance, engineering, and technical support].

(3) Relevant (R) – Recent DOD experience (within 2 years) in [insert type of support, i.e. operations, maintenance, engineering, and technical support].

(4) Somewhat Relevant (SR) – Experience within the last 3 years on any DOD or Private contract in [insert type of support, i.e. operations, maintenance, engineering, and technical support].

(5) No Relevant (NR) experience.

c. In addition to past performance information submitted by the offeror, past performance information may be obtained through the Contractor Performance Assessment Reporting System (CPARS), questionnaires tailored to the circumstances for this acquisition, through Defense Contract Management Command channels, through interviews with program managers and contracting officers or other sources known to the Government.

## **2. Mission Capability**

a. Color/adjectival ratings will be used for rating each subfactor within the mission capability factor only. Each offeror's proposal will be given a color/adjectival rating for each subfactor under the mission capability factor using the measures of merit shown below. The color/adjectival rating depicts how well the offeror's proposal meets the measures of merit and solicitation requirements.

(1) Blue (Exceptional) – Exceeds specified performance or capability requirements in a way beneficial to the Air Force.

(2) Green (Acceptable) – Meets specified minimum performance or capability requirements necessary for acceptable contract performance.

(3) Yellow (Marginal) – Does not clearly meet some specified minimum performance or capability requirements necessary for acceptable contract performance, but any proposal inadequacies are correctable.

(4) Red (Unacceptable) – Fails to meet specified minimum performance or capability requirements. Proposals with an unacceptable rating are not awardable.

b. Measures of merit. The following measures of merit will be used to rate the subfactors under the mission capability factor:

(1) Subfactor: Staffing - Measures of merit for this subfactor are met when the offeror:

- submits a sound staffing approach as reflected in a personnel matrix which identifies the necessary personnel resources given the offeror's approach to performing the SOW tasks.
- submits a personnel matrix which properly correlates individuals proposed per labor category to the SOW tasks.
- identifies the necessary key positions and generic resumes or position descriptions, which demonstrate requisite education, experience, security, or special skills needed to perform the intended SOW tasks.
- provides evidence of their capability to effectively recruit, train, and retain adequate personnel resources to sustain acceptable performance.

(2) Subfactor: Technical Approach - Measures of merit for this subfactor are met when the offeror:

- submits a sound plan for accomplishing the project within the required period of performance. The plan shall adequately identify all major project activities in logical order and realistic milestone dates.
- submits a plan that identifies quality checks to ensure the final deliverables meet all SOW requirements and includes proposed actions for correction of any defects.

1. Price (Cost) – Although the reasonableness of unit prices under the GSA schedule contracts has already been confirmed by GSA, the offeror's overall price for performance of this specific SOW

**DEMONSTRATION AGREEMENT**

1. It is known that acceptance for demonstration or evaluation for potential use by the Government does not make a promise to pay, a recognition of novelty, originality, uniqueness, or a contractual relationship which would make the Government liable to pay for any use of information to which it would otherwise be entitled. The Government has no plan to use any article or disclosure in which the submitter has set up property rights, without compensation.
2. The Government will not take responsibility or assume liability to submitters or others for:
  - a. Damage to, destruction of, or loss of submissions resulting from said demonstration or otherwise.
  - b. Damage or injuries due to negligence or otherwise, which are incurred or suffered by submitters employees, or invitees during any demonstration of such article or disclosure which is under the control of the submitter, submitter's agents or employees.
3. The manufacture, transportation, and maintenance of articles submitted to the Government for demonstration will be done at no cost to the Government.
4. The demonstration of such articles will in no way cause the Government to buy the product.
5. The acceptance of articles for demonstration is not to be construed in any way as an acceptance or offer to accept such articles for Government use or as any promise implied that any contract to buy is to follow from the demonstration.
6. The terms of this agreement are as follows:
  - a. Company name and address: \_\_\_\_\_  
\_\_\_\_\_
  - b. Representative presenting demonstration: \_\_\_\_\_  
\_\_\_\_\_
  - c. Description of articles to be demonstrated: \_\_\_\_\_

d. Date of demonstration: \_\_\_\_\_

e. Place of demonstration:

(1) Organization: \_\_\_\_\_

(2) Building Number: Bldg \_\_\_\_\_ Rm \_\_\_\_\_

(3) Point of Contract: \_\_\_\_\_

\_\_\_\_\_

7. It is also expressly understood and agreed upon that the above named company will reimburse the USAF for any damage to Government property, which may result from the use of Government facilities.
8. It is further understood that only an official Government contracting officer can obligate Government funds for the purchase of any equipment demonstrated or otherwise.
9. This agreement shall be fully executed and returned to the United States Transportation Command Acquisition office prior to the demonstration. Please return to the following address:

USTRANSCOM/TCCS-AQ  
508 Scott Drive  
Scott AFB IL 62225-5357

**COMPANY CERTIFICATION**

I, \_\_\_\_\_, certify that I have read this agreement and know and will follow the terms and conditions. I further certify that I am a representative of the aforementioned company and said company is sole owner of article described above for demonstration.

\_\_\_\_\_  
(Signature of Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date Signed)

Requirement will be evaluated for completeness and reasonableness considering the proposed approach in terms of labor or skill mix, labor hours, any other direct costs, and offered discounts. The total government evaluated price for each offer will be considered in making the final best value determination. Subjective judgment on behalf of the government is inherent in making this best value determination.