

**ARMY CONTRACTING AGENCY**

**Operations & Policy Directorate**

**JUSTIFICATION AND APPPROVAL (J&A)**

## FOR OTHER THAN FULL AND OPEN COMPETITION

**GUIDE**

**18 SEPTEMBER 2007**

**Change Summary.**

1. Paragraph 2-3 is revised to state documents must be submitted in MS Word (signature pages in .pdf) thru the PARCs to ACA HQ, Directorate of Operations and Policy (SFCA-CO).
2. The samples for J/As are revised to add a new item (13) to address price fair and reasonableness as a result of the greater scrutiny Truth in Negotiation Act (TINA) requirements and waivers are receiving at both Congressional and Defense Department levels. To ensure there is appropriate consideration of the issue, the DASA (P&P) has directed that Army J&As address, in the Fair and Reasonable Cost Determination discussion, whether Certified Cost or Price data will be required and if not, an explanation of which exception will apply. This change is in anticipation of a format revision in AFARS 5153.9005.
3. Added paragraph 4-6 with a link to the justification and approval checklist for use when documents require Headquarters, Department of Army approval.

 **GUIDE**

 **FOR PREPARATION OF JUSTIFICATIONS AND APPROVAL (J&As)**

## FOR OTHER THAN FULL AND OPEN COMPETITION

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  ***Introduction***

 a. This guide is intended for contracting and requiring activity personnel who prepare Justification and Approval (J&A) for ***Other Than Full and Open Competition*** documents in accordance with Part 6 and Limited Sources Justification and Approval (LSJA) documentation in accordance with Part 8.405-6 of the Federal Acquisition Regulation (FAR)***.*** Chapter 2 provides specific internal procedures about the J&A preparation process. Chapter 3 addresses the requirements for Limited Sources Justification and Approval documentation. Chapter 4 describes the format and basic instructions for writing the justification. Lessons learned on previous J&As are illustrated as the basis for useful tips, and guidelines in this guide that will make the preparation and approval process smoother and less time-consuming for the document writer.

 b. The J&A is a stand-alone document that must address all relevant information pertaining to the acquisition. Supporting documentation may be attached; however, information contained in the documentation justifying the basis for the noncompetitive action must also be included in the J&A body (i.e., put all the facts in one place). When crafting a J&A use concise statements for the basis of each category in the J&A document. The overall J&A content should be no more than four to six pages, exclusive of the signature pages. Give particular attention to proper grammar, punctuation usage and redundant information.

 c. The Appendices in the guide provide 1) a sample justification for a basic J&A, 2) a J&A amendment, 3) an abbreviated J&A format that may be used for requirements under $550,000, 4) market research techniques, and 5) a list of the most frequently committed errors/lessons learned information.

 d. This guide also contains guidance for acceptable writing styles required by the ACA Head of the Contracting Activity (HCA). The justification document should be written to facilitate a streamlined approach in the articulation of the requirement for HCA approval (see the sample J&A documents). Justifications for approval above the HCA level will be accomplished in accordance with the strict guidance outlined in the AFARS and other supporting policy. Although this document is considered to be guidance rather than a regulation, compliance will preclude the necessity for time-consuming revisions. This guidance should be used for all J&A statutory authority procurements, regardless of dollar value.

**1-1. Statutory Authorities**

 The following seven statutory authorities are prescribed primarily at FAR Part 6.302 for use in justifying the use of a specific exception. FAR Part 6.302 also provides applications and limitations when these statutory authorities are appropriate.

 a**.**  Subpart FAR 6.302-1 - Only one responsible source and no other supplies or services will satisfy agency requirements

1. Subpart FAR 6.302-2 - Unusual and Compelling urgency

 c Subpart FAR 6.302-3 - Industrial mobilization; engineering, developmental, or research capability; or expert services

 d. Subpart FAR 6.302-4 - International agreement

 e. Subpart FAR 6.302-5 - Authorized or required by statute

 f. Subpart FAR 6.302-6 - National security

 g. Subpart FAR 6.302-7 - Public Interest

***Chapter 2***

**Basic Justification and Approval**

**2-1**. Although significant input is required from the technical and requirements personnel, the contracting officer also provides input and is ultimately responsible for ensuring that the Justification and Approval (J&A) is in the format and includes the content prescribed in the Army Federal Acquisition Regulation Supplement [(AFARS) Subparts 5153.9004, 5153.9005](http://acqnet.saalt.army.mil/library/AFAR/AFARS_OCTOBER_2001_with%20Nov-29-2001-update.pdf) and guidance herein. This guide supplements the AFARS required J&A format with notes for those paragraphs requiring more explanation or where examples of lessons learned are illustrated to clarify the topic.

**2-2**. A J&A is required whenever a prospective contract requirement is not fully competitive for various reasons. See Appendices A-l, Basic J&A Review and Approval document and A-2, Amendment One to J&A for sample formats. [Federal Acquisition R](http://www.arnet.gov/far/loadmainre.html)egulation (FAR) Part 6, Defense FAR Supplement (DFARS) Part 206 and AFARS Part 5106 specify the circumstances when a J&A is/ is not required. The following paragraphs provide further clarification as to the applicability of a J&A:

 a. Cumulative/Combined Amount. An increase in the dollar value to the current contract beyond the authority of the previous approving official requires a J&A to be approved at the appropriate approving official’s level. Also, if any change (e.g., price, strategy, scope, period of performance) exceeds the basis for the original justification approval authority, a new justification approval must be obtained from the appropriate approval authority prior to award of the new contract action. See AFARS 5106.303-1-90 and Appendix A-2 for guidance when an amended J&A is required. The approval level for an increase shall consider all previous J&A dollar amounts and circumstances.

 b. Contract Extensions. When the current period of performance must be extended outside the authority of the option clause, e.g. FAR clause 52.217-8 Option to Extend Services, a J&A is required. (Remember, the contracting officer has a unilateral right to extend the contract services pursuant to the option clause in the contract.)

 c. Modification “Outside the Scope” of the Original Contract. Contractual requirements outside the original scope (e.g. changes that potential bidders for the original contract would not have reasonably anticipated, or new work) require a J&A. (Scope issues include but are not limited to; changes to requirements, quantities and period of performance.)

 d. New 8(a) Contracts or Modifications. Acquisitions that are beneath or exceed the 8(a) competitive threshold (even out-of-scope changes as long as the Small Business Administration accepts the requirement under the 8(a) program) do not require a J&A. For acquisitions that exceed the 8(a) competitive threshold, see FAR 19.805-1(b) to determine if a J&A is required.

 e. Repurchases. Repurchases of same quantities or services following a contract termination for default action do not require a J&A. However, if supplies or services are required beyond the quantity or type of those terminated, then the additional quantity is treated as a new procurement and a J&A must be prepared unless the additional quantity is separately purchased using full and open competition. See FAR 49.402-6(b).

 f. Unpriced Options. Contract options not priced and evaluated at the time of the contract award, require an approved J&A prior to the option being exercised.

**2-3**. J&As are approved at various levels, see FAR 6.304. All J&As exceeding $11.5M must be submitted in MS Word (signature pages in .pdf) thru the PARCs to ACA HQ, Directorate of Operations and Policy (SFCA-CO) for review and staffing prior to HCA approval or staffing for approval by the SPE. For J&As exceeding $78.5M the SPE is the approving official.

 a. For contracts actions requiring a J&A, the following approval authorities and dollar values (including all priced options) shall apply:

 Threshold Amount Certifying/Approving Official

 Not exceeding **$550,000** Contracting Officer

 (see Appendix B)

Over **$550,000** but not exceeding **$11.5M** Special Competition

 Advocate (SCA) (Local)\*

Over **$11.5M** but not exceeding **$78.5M** Head of the Contracting Activity (HCA)

Over **$78.5M** Senior Procurement

 Executive (SPE)

Note: \*In the absence of a local SCA, the HQ ACA SCA can review and/or approve a justification.

 b. When the approving authority grants verbal or electronic approval, the name and title of the approving authority and date of the approval shall be included in paragraph two of the formal J&A document.

 c. Pursuant to FAR Part 6.301, contracting without providing for full and open competition or full and open competition after exclusion of sources is a violation of statute, unless justified using one of the statutory exceptions identified at paragraph 1-1 above, before release of the solicitation. For additional guidance on use of the Unusual and Compelling Urgency exception, see paragraph d, below.

 d. FAR Part 6, statutory exception FAR Subpart 6.302-2, Unusual and compelling urgency requirements may be made and approved after release of solicitation or contract award when preparation and approval would unreasonably delay the acquisition. Verbal approval must be requested from the SCA prior to release of solicitation or contract award. For contract actions less than $78.5M, the written J&A must be submitted for approval within ten working days after release of solicitation or contract award to the appropriate approving official. The following procedures shall apply:

 (1) When requesting exigent approval, the region SCA must provide advance notice to the SFCA-CO Analyst with specific information, not limited to the following: supplies/services being procured, estimated dollar value, performance period, a brief explanation of the situation, date verbal approval was received and name of approver. This informal notification may be made telephonically, electronically, or via facsimile. This notification will enable the approving authority to offer advice and to provide other assistance as necessary to ensure the "urgent" action is justified. This informal process is for notification purposes only and does not replace the formal J&A approval process.

 (2) If the J&A is for over $78.5M, the region SCA will discuss the J&A with the SFCA-CO Analyst prior to release of any solicitation or contract award. The SFCA-CO Analyst will coordinate with the higher headquarters. If a contract exceeding $78.5M must be awarded prior to final approval of the J&A, then the J&A shall be submitted for approval through the regional SCA to arrive in SFCA-CO not later than 20 working days after contract award. This process will facilitate the proper document review prior to being forwarded to the SPE.

* 1. The recommendations of the technical and requirements personnel must be reviewed at an appropriate level of management within the requiring activity (see [AFARS](http://acqnet.saalt.army.mil/library/AFAR/AFARS_OCTOBER_2001_with%20Nov-29-2001-update.pdf) 5106.303-(1(b)). To satisfy this requirement, paragraph 13 has been added to the J&A certification page.

**2-5.** The management levels for review and approval are as follows:

 Threshold Amount Certifying/Approving Official

Not exceeding $550,000 Program Manager or Functional Area

 Director or equivalent

Over $550,000 but not Commander, Deputy Commander, GS-15 or

exceeding $11,500,000 equivalent.

Above $11,500,000 General Officer or Senior Executive Service

 Member level

**2-6.** On occasion, the Contracting Officer must amend an approved J&A prior to award of the contract, see sample format at Appendix A-2.

**2-7.** The following procedures apply:

 a. If circumstances for the basis of the J&A change prior to contract award, an amendment to the J&A is required. Specifically, AFARS 5106.303-1-90 states:

“The contracting officer must amend the justification and obtain the required

approvals when any of the following occur prior to award of the contract:

(1) An increase in the dollar value of the prospective contract beyond the authority of the previous approving official;

(2) A change in the competitive strategy that further reduces competition; or

(3) A change in requirements that affects the basis for the justification.”

 b. If an amended J&A is required or appropriate, paragraphs 1, 2 and 3 of the J&A should be repeated for reference and then revised as necessary. Other paragraphs must be revised if information in the J&A has changed. Use paragraph 10 for an explanation of the background and reasons for the amendment.

c. The approval level for an amended J&A shall be based on the combined value of the amendment, the basic justification and all previous amendments. For instance, if the value of Amendment One is $200,000 and the basic J&A was $550,000, the amendment must be approved by the local SCA since the combined value of both actions now exceeds $550,000.

d. Attach a copy of the basic J&A to the amendment, prior to submission to the approving official.

**2-8.** If a single solicitation is expected to result in multiple awards, a single J&A should be executed for the entire action. Likewise, a single J&A should be used to cover two or more separate contracting actions that are required for a single project as long as each action is separately identified, explained and justified.

**2-9.**  For classified J&As, contact SFCA-CO staff, at (703) 681- 0372 or (703) 681-1046 in advance to make appropriate arrangements for receipt of the classified J&A via a secure e-mail address (to be provided upon request).

**2-10.** J&As exceeding $11.5M shall be staffed through the regional PARC Office for review and comments prior to submitting to SFCA-
CO for HCA approval.

**2-11.** Review of draft J&As may be submitted to SFCA-CO pending receipt of the final document. The SFCA-CO Analyst may staff the draft document through HQ legal counsel and SCA for preliminary review and comment. A list of consolidated comments will be prepared and forwarded to the region SCA within three business days. Upon receipt of the final J&A, the HQ staff will review the document and provide any additional comments.

***Chapter 3***

**Limited Sources Justification and Approval (FAR 8.405-6)**

**3-1**. Pursuant to DFARS 208.405-70 entitled “Additional Ordering Procedures”, subparagraph (b), each order that exceeds $100,000 shall be placed on a competitive basis in accordance with DFARS 208.405-70 ( c ), unless the requirement is waived on the basis of a justification that is prepared and approved in accordance with FAR 8.405-6 and includes a written determination that--

 a. A statute expressly authorizes or requires that the purchase be made from a specified source; or

 b. One of the circumstances described at FAR 16.505(b)(2)(i) through (iii) applies to the order. Follow the procedures at [PGI 216.505-70](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/PGI%20216_5.htm#TopOfPage) if FAR 16.505(b)(2)(ii) or (iii) is deemed applicable.

**3-2.** Pursuant to DFARS 216.505-70 entitled “Orders Under Multiple Award Contracts” subparagraph (b), each order that exceeds $100,000 shall be placed on a competitive basis in accordance with paragraph (c), unless the requirement is waived on the basis of a justification that is prepared and approved in accordance with FAR 8.405-6 and includes a written determination that--

 a. A statute expressly authorizes or requires that the purchase be made from a specified source; or

 b. One of the circumstances described at FAR 16.505(b)(2)(i) through (iv) applies to the order. Follow the procedures at [PGI 216.505-70](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/PGI%20216_5.htm#TopOfPage) if FAR 16.505(b)(2)(ii) or (iii) is deemed applicable.

**3-3**. The following guidance is provided for justification and approvals prepared in accordance with FAR 8.405-6.

 a. Pursuant to FAR 8.405-6, orders placed under Federal Supply Schedule (FSS) are exempt from the requirements in Part 6. However, the Contracting Officer must justify his/her action when restricting consideration under the following circumstances:

 (1) competition is restricted to at least three schedule contractors, see FAR 8.405-1 or 8.405-2 or,

 (2) a specific brand name product, peculiar to one manufacturer is

required.

**3-4** Circumstances that may justify restrictions cited in paragraph 3-1(a) and (b) above include:

 a. Only one source is capable of responding due to the unique or specialized nature of the work.

 b. The new work is a logical follow-on to an original Federal Supply Schedule order provided that the original order was placed in accordance with the applicable Federal Supply Schedule ordering procedures.

 c. An urgent and compelling need exists, and following the ordering

procedures would result in unacceptable delays.

 d. Ordering activities shall procure such requirements only if the need

to do so is justified in writing and approved at the levels specified at FAR 8.405-6 (f) and (h)(2) and (3).

1. Except as provided in paragraph FAR 8.405-6(e), when an order

Contains brand name specifications, the ordering activity shall post the following information along with the Request for Quotation (RFQ) to e-Buy

(<http://www.ebuy.gsa.gov>)

* 1. Justifications are required for brand name purchases when the following applies:
1. The item is peculiar to one manufacturer (e.g. a particular brand

name, product, or a feature of a product, peculiar to one manufacturer).

 b. A brand name item, whether available on one or more schedule contracts, is an item peculiar to one manufacturer.

 c. Brand name specifications shall not be used unless the particular brand name, product, or feature is essential to the Government’s requirements, and market research indicates other companies similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the agency’s needs.

 d. For proposed orders exceeding $25,000, but not exceeding the simplified acquisition threshold, the ordering activity contracting officer shall document the circumstances when restricting consideration.

**3-6**.The format for Limited Sources Justification and Approval (LSJA) can be the same format as the basic J&A or in compliance with FAR 8.405-6(2) except, at the top of the document the title should read “Limited Sources Justification and Approval”.

#### ***Chapter 4***

**Basic J&A Format and Instructions**

**4-1**. A descriptive Justification Review Document (JRD) and Justification and Approval (J&A) Document is highlighted at Chapter 4, Figures 4-1 and 4-2 detailing information about the entire J&A format as depicted in AFARS 5153.9004 and 5153.9005. Also, refer to Appendix B, the abbreviated-J&A format for those requirements that do not exceed $550K.

**4-2**. A condensed JRD and J&A format is illustrated at Appendix A-1. The condensed version represents a more clear and concise document that contains primarily facts about the requirement and little extraneous data. This document is not all inclusive, it can be further refined.

**4-3**. The format of the signature blocks on the J&A provided at Chapter 4 Figure 4-1 differs slightly from those in AFARS; however, placing the “Typed Name” below the “Signature” puts the signature block in a more traditional format.

**4-4**. The second page of the JRD at Chapter 4, Figure 4-1 is page “2” of the J&A; the first page of the body of the J&A is page “3”; etc. The page numbers (beginning with page 2) should be centered at the bottom of the page.

**4-5**. Omit signature blocks for PARC or HCA personnel on J&As that do not exceed $550,000.

**4-6**. When documents requiring Headquarters, Department of Army approval are prepared, use the justification & approval checklist at <https://www.alt.army.mil/portal/page/portal/oasaalt/documents/ja_checklist.pdf>.

 Control No. \_\_\_\_\_\_\_\_\_ (1)

## JUSTIFICATION REVIEW DOCUMENT

## FOR OTHER THAN FULL AND OPEN COMPETITION

**Program/Equipment:** (2)

**Authority:** 10 U.S.C. 2304(c)( ) (3) **Amount:** $ (4)

**Prepared by:** Typed Name: Date:

 Title: DSN:

 E-mail:

**Procuring Contracting Officer**: Typed Name: Date Reviewed:

**(PCO)** (5) Title DSN:

 E-mail:

**Technical Representative:** (6)Typed Name: Date Reviewed:

 Title: DSN:

**Requirements:** (6)Typed Name: Date Reviewed:

 Title: DSN:

**Management:** (6)Typed Name: Date:

 Title: DSN:

Signatures are required below:

Reviews: I have reviewed this justification and find it adequate to support other than full and open competition.

**Local Small Business Specialist** Typed Name: DSN:

 Signature: (7) Date:

**Special Competition Advocate** Typed Name: DSN:

 Signature: (7) Date:

**Command Legal Counsel** Typed Name: DSN:

 Signature: (7) Date:

**Figure 4-1 Justification Review Document**

 Control No. \_\_\_\_\_\_\_

**Program Manager** Signature: (8)  Date:

Typed Name: DSN:

**Chief/Director of Contracting** Typed Name: DSN:

 Signature: Date:

**Principal Assistant** Typed Name: DSN:

**Responsible for Contracting**

 Signature: Date:

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NOTES:

(1) A control number must be in the upper right hand corner of each J&A page. Suggest using the fiscal year and sequential numbers; i.e., 07-1, 07-2, etc. It is also acceptable to use the requisition, solicitation, contract, or any other relevant number.

(2) A short title for the requirement is required.

(3) Use only the statutory authority, filling in the "( )" with the appropriate CICA exception. Use only 1 authority, not multiple authorities. The same authority should be included in paragraph 4 and the approval paragraph of the J&A.

(4) Use the total estimated value covered by the J&A, including all optional quantities/time periods. The amount must be the same amount shown in paragraph 3 of the J&A.

(5) The PCO should be the same one who signs paragraphs 14 and 15 of the J&A. If a contracting officer subsequently signs the contract other than the one who signed the J&A, that contracting officer should countersign paragraphs 14 and 15 of the J&A. The purpose of the countersignature is to ensure that the contracting officer signing the contract agrees with the basis for the noncompetitive action.

(6) The names of the technical, requirements, and management persons should be the same as those who sign the J&A in paragraphs 11, 12, and 13. If the same person happens to perform both the technical and requirements functions within the requiring activity, it is acceptable to combine these blocks ("Technical/Requirements").

(7) LocalSmall Business Specialist, local Competition Advocate, and local Legal Advisor signatures must be obtained prior to forwarding the J&A for approval. A block for a local Competition Advocate may be included in the J&A.

(8) No one should sign as the Program Manager (PM) unless officially designated as such by the Army Acquisition Executive (or other agency if not a U.S. Army activity). If there is no officially designated PM, this block is not required.

**Figure 4-1. Justification Review Document (con’t)**

 Control No. \_\_\_\_\_\_\_\_\_\_

**JUSTIFICATION AND APPROVAL**

**FOR OTHER THAN FULL AND OPEN COMPETITION**

1. CONTRACTING AGENCY: Specify the contracting agency responsible for this action.

For instance: "Director of Contracting, Fort XXX". There is no need to include a mailing address.

2. DESCRIPTION OF ACTION: Describe the nature of the contractual action for which approval is requested (i.e., new contract, modification). Include type of contract (e.g. FFP, CPAF) type and year of funds to be used (e.g. R&D, OPA, OMA); and estimated share and ceiling arrangements, when applicable.

a. For instance: "A new firm-fixed price contract citing FYxx OMA funds" OR: "A modification to cost-plus-fixed-fee completion contract number DABxxx-02-C-0001, citing FYxx OMA and FYxx OPA funds".

b. If the contract has option years, say something like: "... citing FYxx OMA funds for the base year, and FYxx thru FYxx OMA funds for each subsequent option year."

c. If there are circumstances where more than one type of funds is cited, use paragraph 3, below, to describe the type and amount to be used for each part of the requirement.

3. DESCRIPTION OF SUPPLIES/SERVICES: Describe the supplies and/or services to be acquired. Include quantities and/or the performance period, as well as the estimated total value (including options if any).

a. Briefly describe the supplies and/or services -- it is neither desired nor required for detailed specifications or equipment lists to be included. Explain the requirement, as much as possible, in layman's terms so it can be understood by a non-technically oriented reviewer who is not familiar with the requiring activity or the project. Do not "camouflage" the true meaning or intent of the action with technical terminology or "buzzwords." If the general description of the type of supplies and services is not plainly understandable, then chances of repeated questioning or action disapproval are significantly increased.

b. If the action described is a modification to an existing contract, be sure to distinguish clearly between the work covered by the basic contract and the additional work to be obtained by the proposed modification.

 **Figure 4-2 J&A Format and Instructions**

 Control No. \_\_\_\_\_

c. Identify the requiring activity.

d. Option quantities and/or performance periods:

(1). If option quantities and/or performance periods are included in the contract, the value of each option must be shown separately, and included in the total estimated value of the J&A. It is also necessary to state whether options will be evaluated.

(Note: If options are not priced and evaluated at time of contract award, a separate J&A must be approved before any option is exercised.)

2. If FAR clauses 52.237-3 (Continuity of Services) and/or 52.217-8 (Option to Extend Services) will be included in your noncompetitive contract, be sure to mention each and its associated potential time period and dollar value. (These two clauses should be considered for inclusion in competitive contracts to preclude the necessity for later noncompetitive actions if the follow-on is delayed or if a phase-in/phase-out period is required.)

3. Option quantities and/or performance periods are not allowed in J&As citing Exception 2 (Urgency). The philosophy (based on GAO decisions) behind this is that an "Urgent" requirement should only be for the absolute minimum quantity/period.

a. If the total required quantity or time period exceeds that which can be justified as "urgent," it will be necessary to contract for the remainder of the requirement using procedures for full and open competition. If there is only one responsible source for the remaining item(s)/service(s), you must execute an additional J&A under the appropriate exception and advertise as appropriate.

b. The **only exception** to this is when an interim contract (or extension to an existing contract) is required due to receipt of a protest prior to or upon award of a follow-on service contract and it is necessary to ensure continuity of services until the protest is resolved. In this case, the J&A may be for a base period of \_\_\_ months (minimum time you expect resolution to take) plus a maximum of 3 one-month options. The J&A must specifically state that each option will be exercised only if resolution of the protest does not occur during the previous period. See paragraph 5e(3)(k), below for specific information that must be included in these cases.

c. The amount shown in paragraph 3 of the J&A must be the same amount shown on the Justification Review Document. If the J&A is under Exception 2 (Urgency) and is submitted "after the fact," use the actual contract amount rather than the original estimate.

**Figure 4-2 J&A Format and Instructions cont’d**

 Control No. \_\_\_\_

4. AUTHORITY CITED: Identify the statutory authority, FAR citation and FAR title permitting other than full and open competition.

For instance: "10 U.S.C. 2304(c)(1), as implemented by FAR 6.302-1, Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirements." If the FAR contains subparagraphs describing different circumstances that may justify use of the authority you have cited, identify the appropriate subparagraphs, e.g., FAR 6.302-1(a)(2)(i) for unsolicited proposals.

5. REASON FOR AUTHORITY CITED: Describe how this action requires the use of authority cited. If applicable, identify the proposed or potential contractor(s) and include a discussion of the proposed contractor's unique qualifications for fulfilling the contract requirements. If the authority is urgent, include the required delivery schedule and lead-times involved.

a. This is the most important paragraph in the J&A. You must show why the proposed acquisition MUST be accomplished through other than full and open competition, and why the authority in paragraph 4 applies. You must provide a well-reasoned, detailed discussion of the issue that will make it crystal clear to someone who has never heard of your organization or your requirement why full and open competition cannot be used for this procurement.

b. For clarity, suggest you divide paragraph 5 into several subparagraphs rather than putting several unrelated thoughts together. You can find guidance for proper paragraph structure and numbering in [AR 25-50](http://www.usapa.army.mil/pdffiles/r25_50.pdf), Preparing and Managing Correspondence.

c. If the proposed contract is based upon submission of an unsolicited proposal, be sure to show that it meets the criteria for a legitimate unsolicited proposal. A statement similar to the following should also be included: "ABC Company has independently originated and developed an innovative and unique approach to do \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The approach is unique and innovative because \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. As a result of a thorough evaluation of the proposal, it has been determined that the effort proposed may be of significant benefit to the \_\_\_\_\_\_\_\_ system at \_\_\_\_\_\_\_\_\_\_\_\_ (activity). The proposed effort does not resemble the subject of any pending competitive procurement. The unsolicited proposal was approved by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on \_\_\_\_\_\_\_\_\_\_\_\_\_\_." (Be as specific and non-technical as possible. The fact that you cannot describe unique and innovative aspects of the proposal without revealing proprietary or even classified information is NOT adequate justification for non-inclusion.)

**Figure 4-2 J&A Format and Instructions cont’d**

 Control No. \_\_\_\_\_

d. If the required items and services must be procured from a mandatory government source or a assigned managing agency, consider the following:

(1) If the supply being purchased has an official item manager, state that it does and include the name of the responsible agency/activity.

It is also necessary to state that the item manager has granted local purchase authority and when/how the approval was granted.

(2) If you are buying an unusual item or service that is not normally purchased by an ACA contracting office (example: rental of commercial construction equipment), you must determine whether there is a managing agency. If there is, you must contact that agency and include information in the J&A describing the results of your contact along with any applicable local purchase authority granted.

e. A J&A must include a full discussion of the following, as appropriate:

(1) Background:

a. Discuss the events/history/circumstances which have led to the current situation that requires use of procedures for other than full and open competition.

b. If "urgency" is the basis for the J&A, include a chronological explanation of events that caused the exigent situation. Be sure to explain any actual or apparent time lags between events. At the very least, include:

* discussion and dates for when requirement became known by the requiring activity
* the required performance/delivery date
* events that happened before the contracting office was notified of the requirement
* when the contracting office was advised of the requirement
* when the formal procurement request was received by the contracting office
* when vendors will be/were contacted
* when proposals are/were due
* when award will be/was made

c. If the date the requirement first became known indicates that normal contracting methods could have satisfied the required delivery date, an explanation of reasons for delay is required. If normal contracting methods

could not have satisfied the required delivery date, describe the circumstances that caused this emergency and how they will be prevented in the future.

**Figure 4-2 J&A Format and Instructions cont’d**

 Control No. \_\_\_\_\_

(2) Alternatives: Discuss alternatives that were available to the government, reasons (technical, cost, etc.) why each was unacceptable except for the alternative selected, and the impact if other alternatives had been selected. Among the possible alternatives might be to (a) suspend operations, (b) use in-house personnel/expertise, (c) replace rather than upgrade an existing system (include costs already invested, training costs,

and replacement costs if requested item is not received), etc. If there are other similar products, describe the technical aspects of each and the decision making process used to determine the similar product(s) to be unacceptable.

(3) Justification:

a. What are the verified minimum requirements of the Government? Include a discussion of the unique aspects of the item/service that necessitate a noncompetitive action. Describe how the required delivery/performance date impacted the decision to restrict competition.

b. Identify the proposed sole source contractor (if applicable) and discuss the unique capabilities, experience, expertise, etc. that the contractor has that makes the firm the only one capable of performing the required work.

c. If competition would have been feasible had more time been available, discuss other factors that had an impact on the decision to solicit only one source to satisfy the requirement (e.g. cost/time to conduct a competitive procurement; time available versus time required; phase-in/phase-out time; complexity of requirement; etc.).

d. Whenever you indicate the required action was "directed or mandated" by some higher level, be sure to include full information saying who imposed the requirement, how the mandate was communicated and the rationale for the mandate. Provide a copy of the applicable documentation (letter, message, etc.).

e. Do not say that your source is the "best qualified" to do the job. You must show that it is the ONLY source that can do the job. "Best qualified" infers that others can do the job, but someone has decided that one source is preferred. The competitive solicitation and evaluation process should decide who is best qualified to satisfy the requirement. If others are technically capable of performing, but time constraints necessitate soliciting only one or a limited number of sources, fully explain how and why the time constraint must limit competition.

f. Do not say your source is the "only known source” unless you fully describe the process you went through to make that determination (including "sources sought" synopses in the FedBizOpps website).

**Figure 4-2 J&A Format and Instructions cont’d**

 Control No. \_\_\_\_\_

If there are other sources you do not know about, a competitive solicitation may reveal their identity. You must clearly show that your source is the ONLY source.

g. The rationale for the J&A cannot be based on the fact that a particular source can do the job for a lower price than anyone else. The purpose of competing a requirement is to obtain the best product at the lowest cost or best value (depending upon how the evaluation criteria is structured) -- in any case, competing between several available sources will generally result in the best deal for the government. If the primary justification for sole source is FAR 6.302-1(a)(2)(ii) (A)or (iii) (A), include an estimate of the cost that would be duplicated as well as the basis for the estimate.

h. You may not cite rapidly changing requirements, expiring funds, lack of funds, or time waiting for funds as reasons for using other than full and open competition. This is NOT an acceptable justification, and the mere mention of it will raise suspicions about the real reason for limiting competition. If an activity has a known requirement, coordination should be initiated with the contracting officer as soon as the requirement is identified. There is much that can be done in the advance planning stage that can significantly reduce the amount of processing time once funds are received. In some cases, it may be possible to complete actions to the point of award. The key is to get the contracting office involved early in the process.

i. Identify the constraints such as schedule requirements, unique features and mandatory requirements, or the existence of patent, proprietary data, copyright or other such limitations which restrict competition.

j. If the requirement is for an interim contract (or contract extension) with the incumbent, discuss why it would be neither cost effective nor realistic to expect another contractor to perform during the brief interim period. Things such as the following may be relevant: start up costs; manning problems including recruitment and associated relocation fees; continuity of service, transfer and accountability of a large amount of GFP; variety and complexity of requirements; preparation of management plans. Give examples and discuss specifics including associated estimated dollar amounts (wherever possible) as well as the amount that would be a duplication of costs once the follow-on is awarded.

k. If the requirement is for an interim contract (or contract extension) required due to receipt of a protest prior to or upon award of a follow-on service contract, you must include the date award was scheduled or actually made; the date the protest was received; the name of the protestor; the basis for the protest; the likelihood of the protest being settled in favor of

**Figure 4-2 J&A Format and Instructions cont’d**

 Control No.\_\_\_\_\_\_\_\_\_

the government and why; whether consideration was given to requesting a protest override and why it was not determined to be an appropriate

alternative; the date protest resolution is expected; and the date the current contract expired or will expire.

l. If the requirement is for an interim contract (or contract extension) citing any exception to competition, or any contract citing Exception 2 (Urgency), include a complete justification for the minimum quantity or period of performance. If the action is an interim requirement contingent upon some follow-on action, include a discussion of the basis for the milestones for that action. These milestones should be realistic, yet as "tight" and proactive as possible. It is not acceptable to "pad" milestones for unlikely contingencies or to provide extra time for the follow-on (i.e., must not reflect a "business as usual" attitude).

m. Was the item or service previously acquired? If so, was it from the same contractor? If this is a continuation of a previous effort by the same contractor, discuss why no other sources of supply are available. Can alternate products or services be used and obtained competitively? If so, why is that alternative not being pursued?

n. Can the item be subjected to redesign efforts such as Reverse Engineering or Value Engineering that would enhance its ability to be competed in the future? Can the contractor be persuaded to provide the specifications, drawings, etc., which will enable the government to compete the item in the future?

o. Can individual components of the requirement be competitively acquired? If so, explain fully why this is not being done.

p. Can individual components of the requirement be procured directly from subcontractors? If so, explain fully why this is not being done.

q. Impact: Fully describe the detrimental effects to the mission of the requiring activity or to the government that would result if this J&A was not approved and, consequently, the product or service could not be provided. A general statement of mission failure is not sufficient. The statements must be able to pass the "So What?" test. Give specific examples of the nature and severity of the impact with dollar or other factors wherever possible.

 **Figure 4-2 J&A Format and Instructions cont’d**

 Control No\_\_\_\_\_

 (i). You may not cite conclusions (for example: “the government will be injured”) without explaining the facts which form the basis of that conclusion. You must fully explain the reasons for the “injury” and why that “injury” cannot be tolerated.

(ii). You should not say something like "any delay will be costly" without explaining how it will be costly and what the cost impact will be. Use "actuals" for dollars or other resource impacts whenever possible.

6. EFFORTS TO OBTAIN COMPETITION: Describe efforts made to ensure that offers are solicited from as many potential sources as is practicable. Also describe the extent of effective competition anticipated for this acquisition.

a. State when the requirement was synopsized (pre-solicitation notice e.g. RFI draft RFP and/or regular synopsis) in the FedBizOpps and the number of responses received to the advertisement. A minimum of 5 days should be allowed for responses.

b. Use of Exception 2 (Urgency) requires soliciting as many sources as is practicable under the circumstances. State how many sources were solicited and how many offers were received.

c. If the J&A is for a contract modification or bridge contract, efforts to obtain competition on the original procurement should also be discussed.

d. Sometimes information in this paragraph and paragraph 8 (Market Research) overlap. There is no need to restate the information -- just cross-reference the paragraphs.

e. If paragraph 5 fully explains why competition was not feasible for the particular action, you should include something like: "Based on information in paragraph 5, above, competition for this action was not feasible."

7. ACTIONS TO INCREASE COMPETITION: Include a statement of the actions taken (or to be taken) to increase competition before any subsequent acquisition of the supplies or services is required. There may be instances where it is not possible to compete the current acquisition; explain how competition will be increased or enhanced for the required supplies or services (to include breakout or other considerations).

**Figure 4-2 J&A Format and Instructions cont’d**

 Control No. \_\_\_\_\_

a. One example may be: "This is a one-time requirement and no future similar acquisitions are anticipated. However, if a similar requirement arises, every effort will be made to compete it to the maximum extent practicable."

b. Another example might be: "The requiring activity is currently preparing specifications that will be adequate for full and open competition on a follow-on requirement anticipated for execution during FYxx. Market research will be performed for the follow-on requirement to identify all potential sources."

c. If the current requirement is for a bridge contract or an extension of an existing contract, this paragraph could read something like: "Forty firms have requested a copy of the solicitation for the fully competitive follow-on requirement. To date, four offers have been received."

8. MARKET RESEARCH: Describe the extent of the market research (FAR 10.002) conducted to identify all qualified sources and the results thereof. Research must have been meaningful and conducted within the previous 12 months.

1. Market research means "collecting and analyzing current information about capabilities within the market to satisfy agency needs. This testing of the marketplace may range from written or telephone contacts 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 announcement in pertinent publications (e.g., technical/scientific journals, or the FedBizOpps), or solicitations for information or planning purposes."
2. Market research should be accomplished in a timely manner early in the acquisition process (prior to preparation of a J&A or acquisition plan, etc.) and tailored as appropriate to the goods or services being acquired. Both contracting and requiring activity should accomplish some of the recommended techniques, market research as a joint coordinated effort to maximize results. Prior to contacting any potential sources, the requiring activity should discuss the proposed market research plan with the contracting officer to avoid any possible unauthorized vendor contacts or inadvertent release of advance acquisition information.

**Figure 4-2 J&A Format and Instructions cont’d**

 Control No. \_\_\_\_\_

c. The intent of market research is to create or increase competition by locating and ensuring that all interested and capable sources are given the opportunity to compete for the goods and services to satisfy our minimum requirements. Competition should help the government receive the best value for its money. The J&A must include a detailed description and results of the market research or a statement discussing why it was not conducted.

d. A "sources sought" synopsis in FedBizOpps is a valuable tool to determine whether sources other than the suggested sole source can satisfy the requirement. One advantage to this type of synopsis is that it can be issued as soon as the requirement becomes known. You do not have to wait until funds are provided or for the details of the procurement to be finalized. There is no set format for this type of synopsis as there is for a regular synopsis. You should include all known performance and/or technical information so contractors can determine whether they may be able to satisfy the requirement.

e. Inadequate planning is an unacceptable justification for inadequate market research.

f. The inadequacy of technical data is also an unacceptable justification for poor market research techniques. The marketplace can sometimes be a better judge of the adequacy or even the necessity of technical data.

g. It is unacceptable to justify a sole source on the fact that a requiring activity found a desirable product during market research (or an unofficial evaluation of available products) that has a lower price than others they reviewed. The process of finding the best product at the best cost/price must be left to the contracting officer.

h. The extent of research involved in market research efforts should be tailored commensurate with the requirements, dollar value, and complexity of each procurement. A list of some suggested market research methods is provided at Appendix C.

i. There are no waivers available for market research. However, FAR Part 10 provides a requirement to perform market research based on "circumstances." This may result in an abbreviated market research based on readily available historical and commercial information. The magnitude of the research effort must be outlined as well as justification why the abbreviated research is adequate "for the circumstances."

**Figure 4-2 J&A Format and Instructions cont’d**

 Control No. \_\_\_\_\_

9. INTERESTED SOURCES: Include a listing of the sources that expressed written interest in the acquisition. If 10 U.S.C. 2304(c)(1) is the intended authority, explain why such other sources responding to the synopsis were rejected, if applicable. (Note: A pre-solicitation notice should be issued early in the process. Information received should be analyzed to determine the validity of the sole source J&A action. If applicable, clearly state "To date, no other sources have expressed an interest in writing." Also state that the notices required by FAR 5.201 shall be/have been published and any bids or proposals received shall be considered. If a FedBizOpps notice will not be published, state which exception in FAR 5.202 applies.

a. If paragraph 6 (Efforts To Obtain Competition) contains the publication date of the regular synopsis (as opposed to a sources sought synopsis), it is not necessary to make a specific statement in this paragraph that "notices required by FAR 5.201 have been published." However, if only a sources sought synopsis has been published, you must state that the synopsis notice will be published.

b. For those requirements that must be advertised, at least a sources sought synopsis must have occurred prior to submission of the J&A for

processing. Results of the synopsis must be included in the J&A. Issuing a sources sought synopsis does not relieve you of the requirement to officially synopsize the proposed contract action. In any case, if additional responses are received after the J&A has been forwarded for approval that indicate other sources may be available, the contracting officer must submit updated information to the SCA. A memorandum may be used to forward the additional information (company name, date response was received, substance of the response, disposition or action taken). If circumstances preclude even a sources sought synopsis, prior approval to omit FedBizOpps results must be obtained from the SCA prior to submitting the J&A for approval. If responses were received, discuss the content of the response and how it was considered, as appropriate.

(1) If responses only amounted to requests for the solicitation and no additional information was provided, say something like: "ABC Corp. and XYZ Co. requested copies of the RFP but provided no information to determine whether these firms can satisfy this requirement." These firms must be provided a copy of the RFP and their offers considered if submitted in an appropriate and timely manner. (Note: Use of synopsis Note 22 does not negate the responsibility to provide a copy of the solicitation to potential competitors. It would be unreasonable to expect a contractor to submit a proposal without a copy of the solicitation that describes the required item/service.)

**Figure 4-2 J&A Format and Instructions cont’d**

 Control No. \_\_\_\_

(2) If a response contained information sufficient to conduct a preliminary evaluation, say something like: "Preliminary technical information submitted by ABC Corp. in response to the FedBizOpps notice has been reviewed by the requiring activity who have advised that ABC does not appear to meet the requirements in the RFP," and state the reasons why. or, perhaps: "... say something like…by the requiring activity who has advised that ABC Corp.'s product may be acceptable; however, final determination will be made after evaluation of ABC's formal proposal when submitted." In any case, a copy of the RFP must be provided to anyone responding to the FedBizOpps notice; if any potential source submit a proposal, it must be considered.

c. For those urgent requirements under Exception 2, that are not synopsized in the FedBizOpps, be sure to include the name of all offerors submitting a proposal. An offeror's address and amount of the offer are not required.

d. Tailor verbiage in this paragraph to satisfy the circumstances of the particular requirement. The following examples are not all inclusive:

(1) For other than Exception 2 (Unusual and Compelling Urgency): state something like: "ABC Corp. is the only known source capable of providing the required services. To date, no written responses have been received to the FedBizOpps notice; however, all offers received shall be considered."

(2) For Exception 2 (Unusual and Compelling Urgency): state something like: "ABC Corp. and XYZ Co. submitted proposals. Award was made to ABC Corp. This requirement was not synopsized in the FedBizOpps pursuant to the exception in FAR 5.202(a)(2)."

(3) If competition is limited due to time constraints: state something like: "ABC Corp. is the only known firm capable of providing the required level of support for this interim period at such short notice. This requirement was not synopsized in the FebBizOpps pursuant to the exception in FAR 5.202(a)(2)."

10. OTHER FACTS: Discuss any other factors supporting the use of other than full and open competition, such as:

a. Procurement history. The following items of information are expected.

(1) Contract numbers and dates of the last several awards.

(2) Competitive status of these actions.

(3) Authority previously used for less than full and open competition.

**Figure 4-2 J&A Format and Instructions cont’d**

 Control No. \_\_\_\_

(4) If a J&A was prepared to support the prior procurement, briefly describe the Actions to Increase Competition (paragraph 7) mentioned in that prior J&A and explain the results thereof.

(5) If any prior award was accomplished by full and open competition, explain the changed circumstances in detail.

(6) Explain any unusual patterns that may be revealed by the history, e.g., several consecutive, urgent buys.

b. Reasonable efforts to retrieve required information are expected. Resources include past contract files, and the SCA’s management files.

c. Acquisition Data Availability: Explain why technical data packages, specifications, engineering descriptions, statements of work or purchase descriptions suitable for full and open competition have not been developed or are not available. Describe actions taken or planned to remedy this situation.

**NOTE: If not available, are any of these being developed? If not, why not? How much lead-time would be required to develop it? Has any cost-benefit analysis been conducted to determine whether it is advantageous to the government to buy or develop it? If not, what**

**evidence is available to demonstrate why analysis is not needed? Some type of specification, work statement, or description must be prepared even if the procurement is sole source.**

d. Unusual and Compelling Urgency: When FAR 6.302-2 is cited, provide data, estimated cost or other rationale as to the nature and extent of the injury to the government. If a requirement for first article testing is the principal reason for not awarding the contract on a full and open basis, clearly describe the reasons that first article testing is required on this procurement and why other means of assuring quality are not being used.

**NOTE: Although the AFARS format instructions state that information concerning injury to the government should be shown in paragraph 10 c, it is more appropriate to include this information in the justification required by paragraph 5. There is no need to duplicate this information in paragraph 10, just say "See paragraph 5, above."**

e.Subcontracting Competition: In single source situations, address efforts to be taken by the government to assure that the prime contractor obtains as much competition as possible in its subcontracting.

**Figure 4-2 J&A Format and Instructions cont’d**

**(Put the certifications/approvals required for paragraphs 11, 12, 13, 14, and 15 on a separate page.)**

Control No.

11. TECHNICAL CERTIFICATION: "I certify that the supporting data under my cognizance which are included in the J&A are accurate and complete to the best of my knowledge and belief."

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_

12. REQUIREMENTS CERTIFICATION: "I certify that the supporting data under my cognizance which are included in the J&A are accurate and complete to the best of my knowledge and belief."

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_

13. (\_\_\_) Fair and Reasonable Cost Determination: Include the following determination:

I hereby determine that the anticipated cost to the Government for this contract action will be fair and reasonable.

Provide the basis for this determination (e.g., describe techniques to be used to determine fair and reasonable price, such as cost analysis, price analysis, audit, should cost, independent Government estimate, etc.). As part of this basis, indicate whether certified cost or price data will be required or if one of the exceptions in FAR Part 15.403 will apply.

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

14. MANAGEMENT REVIEW/APPROVAL: "The requirement herein described is a valid requirement of the activity named in paragraph 3 of this J&A. The technical and requirements information contained in the J&A represent the minimum needs of the government. The only way to satisfy this requirement is by limiting competition as described herein.

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_

15. FAIR AND REASONABLE COST DETERMINATION: "I hereby determine that the anticipated cost for this contract action will be fair and reasonable." Or, for those J&As citing Exception 2 (Unusual and Compelling Urgency), submitted after award: "... that the cost for this contract action was fair and reasonable based …." Provide the basis for this determination (i.e., describe techniques used or to be used to determine fair and reasonable price, such as cost analysis, price analysis, audit, should cost, independent government estimate, etc.).

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: Contracting Officer SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_

16. CONTRACTING OFFICER CERTIFICATION: "I certify that this J&A is accurate and complete to the best of my knowledge and belief."

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: Contracting Officer SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_

**Figure 4-2 J&A Format and Instructions cont’d**

 Control No\_\_\_\_

**(*Put the approval paragraph on a separate page.)***

APPROVAL

Based on the foregoing justification, I hereby approve the procurement of  *(the short title of the supplies and/or services being procured; should be similar to "Program/Equipment" on the Justification Review Document*.) on an other than full and open competition basis pursuant to the authority of 10 U.S.C. 2304(c)( ) (*the appropriate exception to full and open competition goes into this space; it should agree with the Justification Review Document and paragraph 4 of the J&A*), subject to the availability of funds, and provided the *(fill in either "property," "services," or "property and services."*) herein described (have/has) otherwise been authorized for acquisition.

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_

NOTES: (For paragraphs 11 through 15)

1. Signatures, certifications and approvals should be on a separate page. Document may require reformatting prior to final approval.

2. Technical, Requirements, and Management personnel and the Contracting Officer should be the same as those appearing on the cover page (Justification Review Document).

a. If the same person happens to perform both the technical and the requirements functions within the requiring activity, it is acceptable to combine these signatures into a "TECHNICAL/REQUIREMENTS CERTIFICATION" and to renumber subsequent paragraphs accordingly.

b. See paragraph 2-5 of this guide for thresholds that determine signature authority for management level review and approval in paragraph 13 of the J&A (MANAGEMENT REVIEW/APPROVAL).

3. The person who signs paragraphs 14 and 15 of the J&A above shall be the contracting officer who will sign the contract resulting from this J&A. If another contracting officer subsequently signs the contract, the new contracting officer should countersign those paragraphs. The purpose of the countersignature is to ensure that the contracting officer signing the contract agrees with the basis for the noncompetitive action.

**Figure 4-2 J&A Format and Instructions cont’d**

**Appendix A-1 Sample-- Basic J&A**

**JUSTIFICATION and REVIEW DOCUMENT**

 Control No. \_\_\_\_\_

Program/Equipment: Logistical Support Services for the National Training Center (NTC)

Authority: 10 U.S.C. 2304(c)(1) Amount: $xxx

**[DATA, BELOW OMITTED DUE TO SECURITY REASONS]**

Prepared by:
Typed Name: DSN:

Title: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

C**ontracting Officer:**
Typed Name: DSN:
Date Reviewed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
E-Mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Technical Representative:**
Typed Name: DSN:
Title: Date Reviewed: \_\_\_\_\_\_\_\_\_\_\_\_\_

**Requirements Representative:**
Typed Name: DSN:

Title: Date Reviewed: \_\_\_\_\_\_\_\_\_\_\_\_\_

REVIEWS: I have reviewed this justification and find it adequate to support other than full and open competition.

**Appendix A-1 Sample Justification and Approval Document**

 Control No. \_\_\_\_\_\_\_\_\_\_

**Program Manager**
Typed Name:

DSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Local Small Business Specialist**

Typed Name: \_\_\_\_\_\_\_\_\_\_\_ DSN

 Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Command Counsel**
Typed Name:

 DSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **PEO Signature, if required.**
Typed Name:

DSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Local Special Competition Advocate**

Typed Name:

DSN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Principal Assistant** Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Responsible for** Name: DSN:

**Contracting**

**Appendix A-1 Sample Justification and Approval Document**

 Control No. \_\_\_\_\_

1**. CONTRACTING ACTIVITY:** US Army Contracting Agency, Regional Office/DOC Name

2. **DESCRIPTION OF ACTION:** Request approval to award a new interim Indefinite Delivery Indefinite Quantity (IDIQ) with issuance of Firm Fixed Price and Cost-plus-fixed-fee task orders for Logistical Support Services that will cover a 12 month interim period. The resulting contract will be funded with fiscal year 2007 Operation Maintenance Army (OMA) funds and OMA outyears funding.

3. **DESCRIPTION OF SUPPLIES/SERVICES:** The logistics support services contractor provides logistics support services at Fort Irwin. These services include non-tactical vehicles, material handling equipment, class IX supply warehouse, and designated tactical equipment (inclusive of the Ml Main Battle Tank, Bradley Fighting Vehicle, Armored Personnel Carriers, High Mobility Multi-Purpose Utility Vehicle, and Heavy Equipment Transporters, etc.) in support of the NTC's training mission. The total estimated cost is $xxx based on an interim contract period of performance starting 1 April 2007 through 31 March 2008, pending award of a five year competitive contract.

4. **AUTHORITY CITED:** 10 U.S.C. 2304(c)(1), as implemented by FAR 6.302-1, Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirements.

5. **REASON FOR AUTHORITY CITED:** Pursuant to FAR 6.302-1(a)(2) (iii), this requirement is available only from the incumbent contractor for the services described above. Award to any other source would result in substantial duplication of cost to the Government that is not expected to be recovered through competition and there would be unacceptable delays in the Army training schedules. It is estimated that cost will double by allowing another contractor to \_\_\_\_\_\_\_\_\_. Significant disruption of the NTC training mission would severely impact the soldiers' ability to acquire critical war fighting skills prior to deployment. Award to the incumbent, and would preclude any unacceptable delays in the accomplishment of the NTC training mission.

The NTC trains deploying soldiers in conditions which closely replicate those in the Theater of Operations. In order to implement this training, a full complement of combat support services is required to match the fluidity of the modern battlefield. The logistics support enabling such training is therefore mission critical. The absence of a logistics support contract to fulfill these requirements would degrade or possibly eliminate NTC ability to train deploying soldiers. Lack of sufficient training for the soldiers would inevitably have a detrimental impact on the soldiers' preparedness for deployment operations.

 The current Logistics Support Services contract performed by [contractor name] will expire on 31 March 2007. The public’s interest will be met by ensuring the integrity of the NTC's training mission while meeting the government’s requirement that a qualified source be used to perform these mission critical services. Changes in Army Doctrine and other related Army decisions have caused significant changes to the current LSS contract. The

**Appendix A-1 Sample Justification and Approval Document**

 Control No \_\_\_\_\_\_

NTC requirement for core logistics support services, which help to train, equip and sustain soldiers and provide relevant and ready land power capability to the combatant commander in support of global operations cannot be delayed in order to achieve adequate competition

without causing unacceptable delays in the Army's campaign objectives to: (1) Adapt and improve Total Army Capabilities: Organize Army forces into modular, capabilities-based unit designs to enable rapid force packaging and deployment, and sustained land combat and (2) Adjust Global Footprint: Adjust Army stationing and support infrastructure to better execute the National Defense Strategy and support operational deployments and sustained operational rotations.

The following additional information supports the cited authority:

 **a. Alternatives.**

 (1) Suspension of Operation. The services procured by the logistics support requirement are tied to mission accomplishment and cannot cease without major damage to the Army's mission of training brigades to deploy into theater. Disruption of support will not only seriously jeopardize the NTC’s ability to provide mission essential services, but will also have far reaching negative consequences that will impact the entire preset rotational training schedule and follow-on deployments.

 (2) Use of In-House Resources. Using government personnel (military or civilian) to replace contractor personnel in the execution of the duties under contract is not realistic. The human resources are not available due to heavy deployment of our personnel.

 (3) Award new contract to incumbent contractor. Current contractor has both the manpower and resources to adequately perform these mission critical services for the period.

 **b.** **Justification.**

 These services are available only from the incumbent source as described herein. It is essential that this logistic support be sustained without disruption because any other source would cause unacceptable delay that could negatively impact the mission. The unacceptable delays will occur if this procurement action is delayed while other contractors attempt to mobilize and prepared for phase in to adequately support the mission.

It is anticipated that a competitive follow-on IDIQ contract will be awarded in Feb2008 to allow for a 60 day phrase in, if the incumbent is not awarded the new competitive contract.

 **c. Impact.**

If this J&A for a new contract is not approved, it will jeopardize the rotational brigades' abilities to receive proper training and instructions that are required to prepare for

immediate deployment. Considering all of the direct, secondary and cumulative impacts to

**Appendix A-1 Sample Justification and Approval Document**

 Control No. \_\_\_\_\_\_

mission and training requirements, the logistic support capabilities to satisfy those

requirements will not be met without the continued support of the existing contractor, on site, already to employ the essential supplies and services at the highest level of reliability and effectiveness based on historical experience

6. EFFORTS TO OBTAIN COMPETITION: The nature of these logistical support requirements is critical to the overall training at the site in order for the soldiers to be adequately prepared to meet their War Fighter missions for deployment. A notice of intent for a new contract was synopsized on 16 Month 2006.

7. ACTIONS TO INCREASE COMPETITION: A pre-solicitation notice and intent to negotiate a sole source contract with [contractor name] as the only responsible source was posted in the FedBizOpps. Every effort will be made to obtain competition in the future for this requirement. A follow-on contract is anticipated to be awarded on/about 1

Month 2008.

8. MARKET RESEARCH: A formal market research was conducted via synopsis on 16 February 2007, as required by FAR 5.201. No inquires or comments were received from other sources in the marketplace, nor has there been any interest expressed by any other firm to perform the logistics support services for the interim period.

9. INTERESTED SOURCES: [Contractor] is currently performing the contract and is the only known source that can perform at the required performance level while maintaining continuity of services for the current which will expire on 31 March 2008. To date, no other sources have written to express an interest in performing a six month interim contract. The notices required by FAR 5.201 have been published and any proposals received shall be considered.

1. OTHER FACTS:

 a. Procurement History: The services are currently being provided under Contract no. XXX awarded to [contractor name]. The incumbent has been performing the contract requirement for the past five years. The contract was awarded on a full and open competitive basis.

 b. Acquisition data availability: N/A

 c. Unusual and compelling urgency: Not applicable, the basis for this interim action is only one responsible source.

 d. Subcontracting Competition. Northrop Grumman has an approved subcontracting plan and is exceeding all of the established goals.

**Appendix A-1 Sample Justification and Approval Document**

 Control No. \_\_\_\_\_\_

11. TECHNICAL CERTIFICATION: "I certify that the supporting data under my cognizance which are included in the J&A are accurate and complete to the test of my knowledge and belief.”

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

12. REQUIREMENTS CERTIFICATION: “I certify that the supporting data under my cognizance which are included in the J&A are accurate and complete to the test of my knowledge and belief.”

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

13. (\_\_\_) Fair and Reasonable Cost Determination: Include the following determination:

I hereby determine that the anticipated cost to the Government for this contract action will be fair and reasonable.

Provide the basis for this determination (e.g., describe techniques to be used to determine fair and reasonable price, such as cost analysis, price analysis, audit, should cost, independent Government estimate, etc.). As part of this basis, indicate whether certified cost or price data will be required or if one of the exceptions in FAR Part 15.403 will apply.

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

14. MANAGEMENT REVIEW APPROVAL: "The requirement herein described is a valid requirement of fee activity named in paragraph 3(c) 'of this J&A. The technical and requirements information contained in this J&A represent tie minimum needs of the government.'"

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE:

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

15. FAIR AND REASONABLE COST DETERMINATION: I hereby determine that the anticipated cost (valued at $xxx) for this contract action is fair and reasonable based on

several factors: 1) the incumbent contractor has been performing this logistics support services contract for the past five years with efficiencies gained in cost control (savings and cost avoidance) and the contractor has not experienced a cost overrun. The performance rating for the past three years is a reflection of contractor's efficiency, particularly in the cost area, 2) the ability to perform these logistic support functions while executing many tasks and additional requirements utilizing cross-leveled resources as a single effort. Cross-leveling this logistic requirement allows efficiencies that would not normally be recognized

in an other than this process and, 3) in addition, the estimated cost for this contract action will be based on cost analysis supported by independent governments estimate, current collective bargain agreement, area wage determination, and historical data.

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_
TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

16. CONTRACTING OFFICER CERTIFICATION: "I certify that this J&A is accurate and complete to the best of my knowledge and belief."

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_
TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix A-1 Sample Justification and Approval Document**

##  Control No. \_\_\_\_\_\_\_

## APPROVAL

Based on the foregoing justification, I hereby approve a one year contract period to be awarded to [contractor name], for Support Services at [location] on an other than full and open competitive basis. Approval is provided pursuant to the authority of FAR 3.602-1 and is subject to availability of funds. Services are approved provided the services herein described have otherwise been authorized for acquisition.

 SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 XXX

**Appendix A-1 Sample Justification and Approval Document**

**Appendix A-2—Sample J&A Amendment**

**AMENDMENT ONE TO**

**JUSTIFICATION AND APPROVAL**

**FOR OTHER THAN FULL AND OPEN COMPETITION**

1. CONTRACTING AGENCY: Directorate of Contracting, Fort Superior

2. DESCRIPTION OF ACTION: A new firm fixed price contract citing FY07 OPA funds.

3. DESCRIPTION OF SUPPLIES/SERVICES:

BASIC J&A: The Fort Superior Force Modernization Support Office requires 10 multi-position personnel support devices. The estimated unit cost is $80,000 for a total of $800,000.

AMENDED J&A: The minimum required quantity was increased by 5 for a total of 15 devices. The total value of this J&A is hereby increased by $400,000 from $800,000 to $1,200,000.

4. AUTHORITY CITED: No change.

5. REASON FOR AUTHORITY CITED: No change.

6. ACTIONS TO OBTAIN COMPETITION: The FedBizOpps synopsis for the additional quantity appeared in the FedBizOpps on 10 Month 20xx. To date, there has been no response to the initial or the subsequent synopses.

7. ACTIONS TO INCREASE COMPETITION: No change.

8. MARKET RESEARCH: No change.

9. INTERESTED SOURCES: No change.

10. OTHER FACTS:

a. No change to information in paragraph 10 of basic J&A.

b. On 21 Month 20xx, 5 additional personnel were assigned to the office as a result of an activity reorganization. The special requirements of the new personnel are the same as those for which the original 10 devices are being purchased (see paragraph 5 of basic J&A).

 Control No.\_\_\_\_\_

11. TECHNICAL CERTIFICATION: "I certify that the supporting data under my cognizance which are included in the amended J&A are accurate and complete to the best of my knowledge and belief."

NAME: DATE:

TITLE: SIGNATURE:

12. REQUIREMENTS CERTIFICATION: "I certify that the supporting data under my cognizance which are included in the amended J&A are accurate and complete to the best of my knowledge and belief."

NAME: DATE:

TITLE: SIGNATURE:

13. (\_\_\_) Fair and Reasonable Cost Determination: Include the following determination:

I hereby determine that the anticipated cost to the Government for this contract action will be fair and reasonable.

Provide the basis for this determination (e.g., describe techniques to be used to determine fair and reasonable price, such as cost analysis, price analysis, audit, should cost, independent Government estimate, etc.). As part of this basis, indicate whether certified cost or price data will be required or if one of the exceptions in FAR Part 15.403 will apply.

NAME: DATE:

TITLE: SIGNATURE:

14. MANAGEMENT REVIEW/APPROVAL: "The requirement herein described is a valid requirement of the activity named in paragraph 3 of this amended J&A. The technical and requirements information contained in this amendment represent the minimum needs of the government. The only way to satisfy this requirement is by limiting competition as described herein.

NAME: DATE:

TITLE: SIGNATURE:

15. FAIR AND REASONABLE COST DETERMINATION: "I hereby determine that the cost for this contract action will be fair and reasonable." This determination is based on a comparison to the IGCE prepared by the requiring activity; price analysis techniques including a published price list will also be used to determine the price is fair and reasonable.

NAME: DATE:

TITLE: Contracting Officer SIGNATURE:

16. CONTRACTING OFFICER CERTIFICATION: "I certify that this amended J&A is accurate and complete to the best of my knowledge and belief."

NAME: DATE:

TITLE: Contracting Officer SIGNATURE

**Appendix A-2 – Sample J&A Amendment**

 Control No. \_\_\_\_

APPROVAL

Based on the foregoing amended justification, I hereby approve the purchase of 5 additional personnel support devices (for a total of 15 devices) on an other than full and open competition basis pursuant to the authority of 10 U.S.C. 2304(c)(1), subject to the availability of funds, and provided the property herein described has otherwise been authorized for acquisition.

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_

 XXX

NOTES:

(1) Notes regarding the approval and signature/certification page on the basic J&A apply.

(2) In this sample, the certifications of the Technical, Requirements, and Management personnel are required since there are changes to information in their areas of responsibility. If you have an amendment in which there are no changes to information in these areas, the signature/certification blocks may be omitted.

(3) Note that the word "amended" has been added before "J&A" in paragraphs 11, 12, 13 and 15.

**Appendix A-2 – Sample J&A Amendment**

**Appendix B**

**Abbreviated Justification and Approval Document**

**FOR OTHER THAN FULL AND OPEN COMPETITION**

**of Requirements Not Exceeding $550,000 ( IAW FAR 6.304)**

**1. Contracting Activity:**

**2. Description of Action:**

Requirement: [ ]  New [ ]  Repeat

Pricing: [ ]  Firm-Fixed Price [ ]  Time & Materials [ ]  Cost

Funds: [ ]  OMA [ ]  Other Funds:

|  |
| --- |
| Insert funds type here |

|  |  |
| --- | --- |
| Name of Proposed Contractor: |  |
| Street Address: |  |
| City, State, Zip: |  |
| Phone: |  |

**3. Description of Services:** The estimated value of the proposed action is $ . Describe

the services or supplies, including make & model number, to be acquired below.

**4. Authority Cited:** (Identify the statutory authority, FAR title and FAR citation permitting other than full and open competition. It may be one of the following, but other exceptions may be used.)

[ ]  (a) 10 USC 2304(c)(1) or 41 USC 253(c)(1); FAR 6.302-1: Only one responsible source and

no other supplies or services will satisfy agency requirements OR

[ ]  (b) 10 USC 2304(c)(2) or 41 USC 253(c)(2); FAR 6.302-2: Unusual and compelling urgency.

**5. Reason for Authority Cited:** (State why this is the only source that can provide the required supplies or services.)

[ ]  (a) Services can only be provided from the original source as this is a follow-on requirement

for the continued provision of highly specialized services.

[ ]  (b) Award to any other source would result in substantial duplication of cost to the

Government that is not expected to be recovered through competition.

[ ]  (c) Services/Supplies are needed immediately to satisfy mission requirements.

 (d) Additional Information:

(i) What harm will come to the Government if desired supplies/services are not provided on time?

(ii) What harm will come to the Government if desired contractor doesn't receive the award?

**6. Actions to Increase Competition:** (State what actions will be taken to increase competition before subsequent acquisition of the supplies or services is required.)

**7. Market Research:** (Describe the extent of the market research conducted to identify all qualified sources and the results thereof. "Market Research" is defined as those attempts you made to ascertain whether other qualified sources exist. Research of the market place may consist of written, telephonic, or world wide web inquiries.)

**8. Procurement History:**

Previous Contract or Purchase Order Number:       or [ ]  N/A

Previously competed? [ ]  N/A [ ]  No [ ]  Yes

Previous authority for less than Full & Open Competition:

**9. Technical / Requirements Certification:** I certify that the support data under my cognizance which is included in this abbreviated-J&A is accurate and complete to the best of my knowledge and belief.

|  |  |
| --- | --- |
| Submitted By: |       |
| Position Title (Division Chief or higher): |       |
| Email address: |       |
| Date: |       |

**10.** **Fair and Reasonable Determination**:

I hereby determine that the anticipated cost to the Government for this contract action will be fair and reasonable.

*Provide the basis for this determination (e.g., describe techniques to be used to determine fair and reasonable price, such as cost analysis, price analysis, audit, should cost, independent Government estimate, etc.). As part of this basis, indicate whether certified cost or price data will be required or if one of the exceptions in FAR Part 15.403 will apply.*

**11.** **Contracting Officer’s Approval**: Based on the foregoing, I approve the\_\_\_\_\_\_\_\_\_\_\_ described above on an other than full and open competition basis pursuant to the authority of\_\_\_\_\_\_\_\_\_ subject to availability of funds, and provided that the services and property herein described have otherwise been authorized for acquisition.

**Appendix C**

##### Market Research Techniques

1. Acquire and review information, literature and publications describing manufacturers and suppliers, their products, industry trends, product availability, reliability, and prices:

a. Publications such as the Thomas Register.

b. Trade catalogs, magazines, publications, and journals. Examine business and trade association directories to identify additional sources to solicit and acquire basic information about these sources.

c. Vendor brochures and catalogs.

d. Telephone Yellow Pages.

e. Local source files. Analyze procurement history by examining quality and extent of competition, prices, and performance results. This information can be used to revise requirements, specifications, and contracting approach based on lessons learned.

f. Advertisements.

g. Consumer organization reports.

h. Défense Technical Information Center documents.

i. Great 800 Toll-Free Directory.

2. Publicize contract actions offering competitive opportunities:

a. Informational requests for quotations, presolicitation notices, draft RFPs.

b. Advance notices and solicitation synopses published in the FedBizOpps as well as trade journals and other publications to solicit inquiries. These "sources sought" efforts should be accomplished as soon as coordination begins between the requiring activity and the contracting officer.

c. Display solicitations and mail solicitations to trade associations (after J&A is approved unless it is a draft solicitation).

3. Investigate the market to determine current status of technology, extent of commercial applications, and source availability.

a. Evaluate commercial items to determine if they can be incorporated into the military operating environment. Evaluate the system design and the extent of adaptation needed to meet requirements. Identify impediments to effective competition.

b. Attend industry and scientific conferences to gain knowledge of current technology and commercial successes and failures as applied to military requirements.

4. Outreach:

a. Coordinate with the Chamber of Commerce.

b. Coordinate with the Small Business Office.

c. Visit potential qualified sources that typically do not respond to solicitations. Determine why selected contractors do not respond to a solicitation. This will give you insight into what impediments to effective competition might exist. This may encourage new and possibly better sources to respond to requirements. Document and publish lessons learned

d. Encourage industry to come to you by sponsoring open-house activities or promotions like a small business week.

e. Participate in events sponsored by professional business organizations.

f. Obtain from prime contractors the names of subcontractors, cross-reference to part numbers, and determine the responsible government agency for centrally managed items.

g. Also, refer to FAR 10.002 for additional market research techniques.

5. Government resources:

a. Request assistance from the Small Business Administration, the Department of Commerce, and the General Services Administration.

b. Use the Small Business Office from your organization to coordinate with the Small Business Offices from other departments or agencies. The Small Business Office reviews requirements and locates small business sources for many requirements. Likewise, the competition advocate (CA) for your organization can contact other CAs to identify sources for your item/service.

c. Use the Dynamic Small Business Search engine, which is now part of the Central Contractor Registration (CCR) database to review the capabilities of thousands of small business firms. See <http://www.ccr.gov>

d. Use the Contractor Performance Assessment Reporting System (CPARS) to gain information about past procurements of the same or similar supplies or services. Identify government contractors, what was purchased, and if the purchase was competitive. Through comparison with past procurements, you may obtain data about tests, modifications, costs, performance and delivery schedules, or show successes or failures.

e. Consult with other federal agencies that may buy the same or similar products or services.

f. Examine GSA Federal Supply Schedules to identify products or services on schedules at a favorable price and terms.

g. Educate personnel with "know your item tours." If you can take a look at what you are buying, it may be easier to determine whether portions of your specification are restrictive. You may also be able to determine whether there are other products that can meet your needs.

6. BOTTOM LINE: Develop a "THINK COMPETITION" attitude within your organization and on your installation. When everyone involved in the acquisition process is thinking competition, new market research ideas materialize.

**Appendix D**

##### Error Checklist

The following checklist covers errors most frequently made:

|  |
| --- |
| **SUBSTANTIVE ERRORS** |
| Paragraph 3 | * Has the requirement been clearly described in plain English?
 |
| * Has the value of all options (including those pursuant to FAR clauses 52.237-3 and 52.217-8) been separately addressed and included in the total estimated value?
 |
| * Has the total estimated value of the J&A been included? Does it agree with the amount shown on the cover page (Justification Review Document)?
 |
|  |
| Paragraph 5 | * If an urgent requirement, has a discussion been included regarding the chronology that led to exigent situation?
 |
| * If an urgent requirement, has a discussion been included regarding the time it would have taken to do a competitive pro­curement and why that time was not available?
 |
| * Have possible alternatives been discussed?
 |
| * Has a discussion been included regarding the proposed contractor's unique qualifications and why no other firm can satisfy the requirement?
 |
| * Have the minimum quantity and/or time period been justified?
 |
| * Has the mission impact been adequately described and quantified?
 |
|  |
| Paragraph 6 | * Have the efforts to compete the current requirement been described?
 |
| * Have the number of offers solicited and the number received been included?
 |
|  |
| Paragraph 7 | * Have efforts been described regarding actions that have been/will be taken to increase competition on future similar requirements?
 |
|  |
| Paragraph 8 | * Have market research efforts and results been described? If not, provide an explanation.
 |
|  |
| Paragraph 9 | * Have the names of offerors or the proposed sole source contractor been identified?
 |
| * Has the disposition of responses to FedBizOpps notice been discussed?
 |
| * On other than "urgent" requirements, has a statement been included to the effect that "all offers received shall be considered"?
 |
| * If the requirement was not synopsized, has the appropriate FAR exception been cited?
 |
|  |
| Paragraph 10 | * Has required information been included regarding prior procurements and J&As?
 |
|  |
| Paragraph 14 | * Has the basis for the "fair and reasonable" determination been discussed?
 |
|  |
| **FORMAT AND ADMINISTRATIVE ERRORS** |
| Justification Review Document | * Is the "Amount" the same as shown in paragraph 3 and the approval paragraph?
 |
| * Are the names for the PCO and Technical, Requirements, and Management personnel the same as those who signed paragraphs 11-15?
 |
| * Has the typed information been completed for installation signature blocks and have all local signatures been obtained?
 |
|  |
| Paragraph 2 | * Has the contract type been included?
 |
| * Has the type and year of funds been included?
 |
|  |
| General: | * Has the format been followed?
 |
| * Has the Control Number been entered in the upper right corner on all pages?
 |
| * Have all pages been numbered at the bottom?
 |
| * Do all pages have approximately a one-inch margin all around (with the exception of the Control Number and page numbering)?
 |
| * Are verb tenses correct? (J&As submitted "after the fact" should be written in past tense.)
 |
| * Have all typographical errors been corrected?
 |
| * If an amendment, has a copy of the basic J&A been included.
 |

References

Federal Acquisition Regulation (FAR)

Defense Federal Acquisition Regulation Supplement (DFARS)

Army Federal Acquisition Regulation Supplement (AFARS)