

**OFFICE OF THE SENIOR
PROCUREMENT EXECUTIVE**



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Office of the Senior Procurement Executive (OSPE)

Joanie Newhart, Senior Procurement Executive

The [Office of the Senior Procurement Executive](#) (OSPE) is responsible for finding the best business solutions to accomplish DOT's mission. This is done through the development and execution of innovative business outcomes, results-oriented oversight, and the implementation of effective policies and procedures. As an internal business partner, the OSPE helps to ensure that acquisition and financial assistance efforts strategically contribute to accomplishing the mission of DOT. The five divisions under OSPE are Acquisition Policy and Oversight; Financial Assistance Policy and Oversight; Integrated Systems, Management and Reporting; Acquisition Services; and Commercial Services Management.

- The Acquisition Policy and Oversight Division establishes and maintains DOT-wide policies, procedures, and regulations relating to cradle-to-grave contracting within DOT. It provides guidance, interpretation, and implementation of statutes, regulations, and policies and procedures. It represents DOT on interagency groups to promulgate Government-wide policies and regulations, advancing DOT's interests. Through leadership and collaboration, it develops, assesses, and facilitates improvement programs and activities with an emphasis on streamlining operational requirements. It manages the DOT performance measurement program. It establishes and maintains procurement data systems to ensure acquisition and financial assistance system integrity, data quality, accuracy, and timeliness of reporting. This division manages capital planning, e-Government initiatives, audit strategy, and the procurement performance management program. Its responsibilities include the oversight of the Transportation Acquisition Regulation (TAR) and the Transportation Acquisition Manual (TAM), managing the Department's acquisition career program, and collaborating with the Office of Small and Disadvantaged Business Utilization (OSDBU) to enhance DOT's small business procurements.
- Financial Assistance Policy and Oversight Division provides oversight and guidance to improve the effectiveness and business management of Financial Assistance Programs for each DOT Operating Administration (OA), which includes the Office of the Secretary. This Division is responsible for developing and promulgating regulations, policy, procedures, and guidance related to all financial assistance transactions (grants, cooperative agreements, loans, and other transactions). In addition, the division has oversight responsibilities for the DOT Suspension and Debarment program. Also, this division manages the e-grants program at DOT.
- The Integrated Systems, Management and Reporting Division manages the implementation and maintenance of One DOT PRISM, manages DOT's relationship with the Integrated Acquisition Environment office and its related systems, and manages all Information Technology needs of the office.

- The Acquisition Services Division provides cross-cutting support to the Heads of Contracting Activity, internal stakeholders, and external customers. This Division provides a full range of acquisition services from acquisition planning to contract closeout. The Acquisition Services Division is responsible for the award and administration of business arrangements as a Headquarters service organization, which includes contracts and grants.
- The Commercial Services Management Division supports DOT operating administrations in implementing workforce management and business process reengineering. This includes preparation and consolidation of the FAIR Act and inherently governmental inventories, transmittal of annual congressional report on savings and performance improvement, preparation and consolidation of organizational change plans, conducting independent validations of savings, and providing support for organizational change initiatives.

Functional Area	Phone
General Information for OSPE	202-366-4263
Senior Procurement Executive	202-366-5613
Acquisition Policy and Oversight	202-366-4960
Financial Assistance Policy and Oversight	202-366-4268
Integrated Systems, Management and Reporting	202-366-4263
Acquisition Services	202-493-0130
Commercial Services Management	202-366-7784

WHAT YOU NEED TO KNOW ABOUT PROCUREMENT

1. REQUIREMENTS PACKAGE

The requirements package is the basis for processing and awarding a Contract. The customer must submit a Procurement Request (PR) through PRISM to the M-63 Box. To ensure timely processing a complete requirements package must be submitted in accordance with the Procurement Administrative Lead Times (PALT) (See PALT TIMES).

2. MARKET RESEARCH

Before acquiring supplies or services from commercial resources, market research must be conducted in accordance with FAR Part 10 and that market research should be an element of the Acquisition Plan. One reason for conducting market research is to identify potential socioeconomic opportunities; another is to assist in preparing an Independent Government Cost Estimate (IGCE). Additionally, market research will significantly impact the selection of evaluation factors, contracting and source selection methods, and amount and type of requested proposal information. The extent of market research will vary depending on such factors as urgency, estimated dollar value, complexity, and past experience. **Document the results of market research** in a manner appropriate to the size and complexity of the acquisition.

3. STATEMENT OF WORK (SOW)

PERFORMANCE BASED OR NON-PERFORMANCE BASED. Be sure that the SOW whether performance based or non-performance based accurately portrays the nature of the required services and lists the delivery of all technical data to satisfy the requirement.

If a Performance Based Work Statement is utilized for **service** type contracts, the Performance Based Services Contracting (PBSC) methodology must be used in defining your tasks/subtasks and the standards of success by which you will measure the contractor's performance.

The SOW/PBWS is the base document that is incorporated into the solicitation and the award document. Spending a little more time upfront developing a well written SOW or PBWS will ensure the Government receives the product or services needed.

4. INDEPENDENT GOVERNMENT COST ESTIMATE (IGCE)

The IGCE helps the Contracting Officer determine the reasonableness of a contractor's cost and technical proposals and gain assurance that there is a "meeting of the minds" between the customer and the contractor regarding the scope of the contract. If discussions or negotiations are necessary prior to contract award, the IGCE assists in developing and presenting the customer's position. The IGCE is for Government Use Only and shall not be made available to contractors. When preparing the IGCE identify the cost for each performance year (i.e. base plus all option years).

5. FUNDING DOCUMENTS

A certified funding document for the amount shown in the Independent Government Cost Estimate IGCE must be included in the Contract Requirements Package. Customers are responsible for ensuring the correct appropriation is cited and the period of performance is addressed with the correct fiscal year appropriation in order to satisfy "bona fide need" concerns. The IGCE plays a key role in both cost and price analysis. It serves as a benchmark for price analysis and in cost realism, it may also serve as a benchmark for individual cost elements.

6. SOURCE SELECTION

a. A thoroughly contemplated plan for selecting a best value source is vital to any source selection process. In all source selections, the plan is tailored to reflect the complexity of the acquisition. In more complex source selections, this plan is called the Source Selection Plan and should be prepared for the source selection authority's approval. In less complex acquisitions the plan is often referred to as the Technical Evaluation Plan. The plan is developed prior to or concurrently with preparation of the solicitation. It states your intentions for organizing and conducting the evaluation and analysis of proposals and the source selection. It contains acquisition sensitive information and is not released outside the contracting activity's source selection organization.

b. The requirement package shall include the evaluation plan, which sets forth the desired evaluation factors and associated adjective ratings. Mandatory factors are Past Performance and Cost, although non-mandatory factors, Technical/Management Approach are customary factors. The customer must specify which specific areas of their requirement are to be evaluated. Evaluation factors shall correspond to the specific requirements set forth in the SOW. Customer may add other factors to the mandatory list if the requirements of the SOW dictate the need for additional factors.

c. Proposals can be evaluated on either a "best value trade-off" or "lowest-price, technically acceptable" basis.

(1) Best Value Trade-Off. Evaluation factors shall be weighted to indicate which are most important to you in making a best value trade-off decision. Adjective ratings are applied to technical/management approach, past performance and any other non-cost factors for which you may want to evaluate contractor proposals. Cost is not weighted in order to provide an independent comparison between cost and all non-cost factors. That is how you make your best value trade-off decision. You must also indicate whether all non-cost evaluation factors, when combined, are significantly more important than, approximately equal to, or are significantly less important than cost.

(2) Lowest-Price Technically Acceptable. If cost is significantly more important than all non-cost factors combined, you may wish to consider indicating that your vendor selection will be based on the lowest-price, technically acceptable offer. In this instance, all non-cost factors essentially relate to a "pass/fail" consideration and all proposed offers that are technically acceptable "pass." They are then compared in order to determine the lowest price, which will be the proposal that is selected for award.

7. SOLE SOURCE OR URGENCY JUSTIFICATION

If your requirement is Urgent or Sole Source, fill out the justification form and include in your package. (SEE SAMPLES)

There are other justifications, FAR 6.302-3 through 6.302-7

FAR reference site:

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm#P66_8278

8. ECONOMY ACT DECISIONS

Contracting by DOT of services/supplies for another Government agency constitutes an interagency acquisition. Under the Economy Act (31 U.S.C.1535), the head of the requesting agency must determine that contracting for its requirements is in the best interest of the Government. The Economy Act determination must be identified on the funding document.

FAR reference site: http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/17.htm#P219_35280

9. COTR NOMINATION

A Contracting Officer Technical Representative (COTR) is nominated by the program office to monitor contractor support and performance. The nomination form (SEE SAMPLES) should be submitted with the PR.

Contracting officers shall appoint CORs when necessary to monitor contractor support service contracts, including orders under indefinite delivery type contracts and Basic Ordering Agreements (BOAs). A COR may also be appointed to monitor contracts that are for other than contracting support services, including hardware requirements, those requiring unusual monitoring and surveillance or technical discussions to clarify the Statement of Work (SOW).

10. LEASE VS. PURCHASE

In accordance with FAR 7.4, agencies should consider whether to lease or purchase equipment based on an evaluation of comparative costs. If your activity decides to lease, it is necessary to provide justification that demonstrates leasing is in the best interest of the government. If equipment is to be leased for more than 60 days, the requiring activity must prepare and provide the contracting officer with the justification supporting the decision to lease or purchase.

FAR reference site:

<http://www.arnet.gov/far/current/html/FARTOCP07.html#wp273907>

11. ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

EIT implements section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR part 1194). Further information on section 508 is available via the Internet at <http://www.section508.gov>.

When acquiring EIT, agencies must ensure that-- (1) Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities; and (2) Members of the public with disabilities seeking information or services from an agency have access to and use of information and data that is comparable to the access to and use of information and data by members of the public who are not individuals with disabilities.

FAR reference site. <http://www.arnet.gov/far/current/html/FARTOCP39.html#wp223485>

12. INFORMATION TECHNOLOGY-RELATED PROCUREMENTS

The ASN (RD&A) memorandum dated October 18, 2002, subj: "Information Technology-Related Procurements," requires review of all prospective information technology procurements in excess of \$25,000 up to and including \$1,000,000 (over the life of the contract), including orders to be placed on existing contracts. The review precludes duplication of expenditures for Information Technology (IT) capabilities that are available under the Navy Marine Corps Intranet (NMCI) contract.

13. LABOR CATEGORY DESCRIPTIONS

For service type contracts, identify the labor category descriptions to be incorporated into the contract. However, if your requirement is a Performance Based acquisition, discuss with the assigned buyer, as contractors propose the labor mix.

14. MANDATORY SOURCES AND ITEMS REQUIRING SPECIAL ATTENTION

The Government has established some programs that, by law, require us to purchase supplies and services from specific governmental organizations if the supply or service is available from them. Prior to soliciting any private sector business, we must solicit these mandatory sources first.

Items requiring special attention: There are times that law or statutes require special approvals or waivers before OSPE can contract for certain types of requirements. Additionally, there are specific items that cannot be procured with appropriated funds.

Special procedures must be followed before procuring an item available from a mandatory source on the open market. Therefore, it is strongly suggested that you review these sources before submitting your request to the contracting office. Waiver and ordering procedures are found at each of the mandatory source web sites. In the case of FPI, a comparison of products must be accomplished following specific procedures. Please contact the contracting office for assistance in this area.

When submitting purchase requests to OSPE, please ensure any waivers you have received are attached. This will avoid any unnecessary processing delays. Purchase requests received for supplies or services available from mandatory sources that do not have waivers are returned to our customers for waiver processing.

In addition to the above mandatory sources, there is another program, which has been designed as a "preferred source of supply" and must be reviewed before looking for a local vendor.

The following is a description of some of the mandatory sources:

- Federal Prison Industries (FPI) also referred to as UNICOR. As the name implies, supplies are manufactured and services provided by inmates within our federal prisons.
- National Industries for the Blind (NIB). This organization employs individuals who are legally blind to produce supplies routinely stocked by government agencies. Most of the products have a National Stock Number (NSN).
- National Industries for the Severely Handicapped (NISH). This organization employs handicapped individuals to provide various types of services to the government. Like NIB, NISH also manufactures some stock numbered products.
- GSA Federal Supply Schedules (FSS). They provide a varied selection of supplies and services at pre-negotiated prices. While FSS contracts are a preferred source, we can solicit from non-schedule vendors if the contracting officer has determined that is in the best interest of the government (e.g. does not meet your quality or delivery requirements).

All of these organizations carry a wide range of products and services. Their full line catalogs are available on the Internet and can be viewed at the following websites:

FPI: www.unicor.gov

NISH: www.nish.org

JWOD: www.jwod.org

NIB: www.nib.org

FSS: www.gsa.gov

JWOD ordering: www.jwod.com

15. OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA)

The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require Government activities to apprise their employees of –

- (1) All hazards to which they may be exposed;
- (2) Relative symptoms and appropriate emergency treatment; and
- (3) Proper conditions and precautions for safe use and exposure.

OSHA's mission is to assure the safety and health of America's workers by setting and enforcing standards; providing training, outreach, and education; establishing partnerships; and encouraging continual improvement in workplace safety and health.

Visit the OSHA web site: <http://www.osha.gov/>

Customers should be familiar with this section when determining your procurement needs. To ensure that the solicitation includes the appropriate clauses for shipping/marking and handling of hazardous material, the Contracting Officer needs to know if hazardous material will be required during performance of the contract. If required, the customer must provide a list of hazardous material with your procurement package.

16. GOVERNMENT FURNISHED PROPERTY

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently made available to the contractor.

Contractor-acquired property means property acquired or otherwise provided by the contractor for performing a contract and to which the Government has title.

Government property means all property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both Government-furnished property and contractor-acquired property.

Customers should be familiar with this section when determining your procurement needs. To ensure that the solicitation includes the appropriate Government Property clauses, the Contracting Officer needs to know if the activity will provide any Government-furnished property during performance of the contract. If required, the customer must provide a list of GFP with your procurement package.

FAR reference site: <http://www.arnet.gov/far/current/html/FARTOCP45.html#wp233425>

17. BUY AMERICAN ACT. Supplies and Construction Materials

Supplies. Buy American Act (41 U.S.C. 10a-10d) and Executive Order 10582, December 17, 1954 restricts the purchase of supplies that are not domestic end products. For manufactured end products, the Buy American Act uses a two-part test to define a domestic end product.

- (1) The article must be manufactured in the United States; and
- (2) The cost of domestic components must exceed 50 percent of the cost of all the components.

FAR reference site: <http://www.arnet.gov/far/current/html/FARTOCP45.html#wp233425>

Exceptions to the above are (1) Public Interest and (2) Non-availability.

FAR reference site: <http://www.arnet.gov/far/current/html/FARTOCP25.html#wp225048>

Construction. Buy American Act (41 U.S.C. 10a-10d) and Executive Order 10582, December 17, 1954 applies to contracts for the construction, alteration, or repair of any public building or public work in the United States.

FAR Reference site: <http://www.arnet.gov/far/current/html/FARTOCP25.html#wp225048>

Exceptions to the above are (1) Impracticable or inconsistent with public interest, (2) Nonavailability and, (3) Unreasonable cost.

FAR Reference site: <http://www.arnet.gov/far/current/html/FARTOCP25.html#wp225048>

18. PROCUREMENT ACQUISITION LEAD TIMES (PALT)

To ensure that requirements with expiring funds are obligated prior to the end of the fiscal year (September 30th), including those requirements with a contract award date of 01 October, adherence to cut-off dates is critical to successfully meet customer needs. (SEE SECTION ON PALT and ACQUISITION MEMO).

19. CONTRACT TYPES

The following paragraphs describe the most commonly used contract types at DOT and the conditions for their usage:

a. Firm Fixed Price (FFP). A FFP contract provides for a price that is not subject to any adjustment. It places upon the contractor financial risk and full responsibility for all costs and resulting profit or loss. It also provides maximum incentive for the contractor to control costs and perform effectively. It is suitable for acquiring services on the basis of a reasonably definite performance-based SOW when performance uncertainties can be identified and reasonable estimates of their cost impact can be made.

FAR reference site: http://www.arnet.gov/far/current/html/Subpart%2016_2.html#wp1091104

b. Cost Reimbursement (CR). A CR contract type may only be used when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy and the fixed labor rates in the contract cannot apply (e.g., OCONUS work). A CR contract type may only be used after the KO executes a determination and findings that shows this contract type is likely to be less costly than any other type or it is impractical to obtain services of the kind or quality required without the use of this contract type. In order to use this type of contract, the customer must provide rationale as to why the fixed labor rates cannot apply and provide the reasons why this contract type is likely to be less costly than any other type or why it is impractical to obtain services of the kind or quality required without the use of this type of contract.

FAR reference site: http://www.arnet.gov/far/current/html/Subpart%2016_3.html#wp1077348

c. Time-and-Materials (T&M), Labor Hour (LH) and Letter. These contract types may be used only when it is not possible at the time of placing the contract to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence. These type of contracts provide no positive profit incentive to the contractor for cost control or labor efficiency. Accordingly, appropriate Government surveillance of contractor performance is required to give reasonable assurance that efficient methods and effective cost controls are being used. They may only be used after the Contracting Officer executes a determination and findings that no other contract type is suitable. Therefore, the customer must provide the reasons why it is not possible at the time of placing the contract to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence.

FAR reference site: http://www.arnet.gov/far/current/html/Subpart%2016_6.html#wp1080953

d. Indefinite Delivery: There are three types of indefinite-delivery contracts: definite-quantity contracts, requirements contracts, and indefinite-quantity contracts. The appropriate type of indefinite-delivery contract may be used to acquire supplies and/or services when the exact times and/or exact quantities of future deliveries are not known at the time of contract award.

FAR reference site:

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/16.htm#P326_56040

SOURCE SELECTION

What You Need To Know

DEFINITIONS

1. Source Selection Authority (SSA):

This position consists of the contracting officer and/or the head of the contracting agency.

2. Source Selection Evaluation Board (SSEB):

The SSEB will consist of Government personnel representing appropriate professional expertise. The SSEB team will direct, control and perform proposal evaluations and produce a summary report as required by this Source Selection Plan (SSP).

3. Source Selection Plan:

The Source Selection Plan (SSP) contains vital information for initiating and conducting source selection. All personnel involved in any aspects of the procurement are required to familiarize themselves with FAR 3.101 "Standards of Conduct" and FAR 3.104 "Procurement Integrity" by viewing the contents of the referenced FAR cites on the web address <http://www.arnet.gov/far/loadmainre.html>

The SSP is the key document that will continue to serve the customer's program as a roadmap to accomplish activities throughout the source selection process. The SSP information represents the program or requirements and, when applicable, the particular phase of the action being addressed.

4. Rules of Conduct:

All inquiries from outside the source selection organization, by either government or contractor personnel, shall be immediately referred to the OSPE or their designated representative without any additional comment by the individual contacted. After such time, no source selection information may be released unless specifically authorized in writing by the OSPE. The obligation of evaluators not to discuss any aspect of this SSP does not end with selection of the successful offer. Although the proposal of the successful offeror may be approved for dissemination within the government, all evaluation information remains privileged until time of award. After award, offerors may request documents utilized during the evaluation process, as may be authorized under law.

All source selection participants, including the Source Selection Evaluation Board (SSEB) members and advisors, are required to execute a Statement of Conflict of Interest and Non-Disclosure. Participating individuals shall become familiar with the prohibitions and certification requirements of the Act. Each Statement of Conflict of Interest and Non-Disclosure will be forwarded to the OSPE for retention in the Official Contract File. Each Statement of Financial Interest and Certificate of Procurement Integrity will be retained by the requiring activity in accordance with their approved ethics program. Information regarding Procurement Integrity policy and regulations should be directed to legal counsel. Special attention should be paid to those sections dealing with real or perceived conflicts of interest and the requirement for strict impartiality in all dealings with industry.

5. Security Procedures:

Security procedures will remain in effect at all times and in all areas where proposals are being reviewed, discussed, and evaluated. It is the responsibility of each source selection participant to ensure that the confidentiality of the evaluation process is maintained. The solicitation document and resulting proposals are to be considered unclassified. Evaluation materials shall be marked "Source Selection Information - See FAR 3.104". Dissemination of proposals or evaluation materials outside the designated evaluation areas is prohibited without prior written authorization from the OSPE. The SSEB chairperson shall ensure that adequate secured facilities exist for storage of all proposals and evaluation materials and monitor the SSEB member's custody of evaluation material. A designated conference room at FISC Contracting or other site approved by the Contracting Office will be the location for the Source Selection evaluation.

The SSEB Chairperson shall ensure that all members understand and adhere to the security requirements herein and as identified in FAR 15.207. Proposals shall be safeguarded from unauthorized disclosure throughout the source selection process. Upon completion of the source selection evaluation, the Contracting Officer shall issue instructions regarding the disposition of proposals and evaluation material.

6. Evaluation standards:

Proposal evaluation is an assessment of the proposal and the offeror's ability to perform the prospective contract successfully. Evaluate competitive proposals on an adjectival basis and then assess their relative qualities solely on the factors and subfactors specified in the solicitation.

The relative strengths, deficiencies, significant weaknesses, and risks supporting proposal evaluation shall be documented in the contract file.

Deficiency, as used in this subpart, is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Weakness, as used in this subpart, is a flaw in the proposal that increases the risk of unsuccessful contract performance. A "significant weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

Proposal risk assesses the risks associated with the offerors proposed effort as it relates to accomplishing the requirements of this solicitation. Evaluators will make an independent judgment of the probability of success, the impact of failure and the offerors proposed risk mitigation solutions when assessing proposal risk.

ROLES AND RESPONSIBILITIES

1. The Source Selection Authority (SSA).

- Approve the source selection strategy or acquisition plan, if applicable;
- Ensure consistency among the solicitation requirements, notices to offerors, proposal preparation instructions, evaluation factors and subfactors, solicitation provisions or contract clauses, and data requirements;
- Ensure that proposals are evaluated based solely on the factors and subfactors contained in the solicitation (10 U.S.C. 2305(b)(1) and 41 U.S.C. 253b(d)(3));
- Select the source or sources whose proposal is the best value to the Government (10 U.S.C. 2305(b)(4)(B) and 41 U.S.C. 253b(d)(3)).
- Review and concur in the appointment of SSEB members. Review and approve the final SSP, proposal requirements and solicitation evaluation criteria.
- Brief the SSEB members on source selection procedures, procurement integrity and security standards to be maintained during the source selection process.
- Publish synopses in accordance with FAR Part 5.
- Prepare and issue solicitation and instruct all offerors to communicate only with the OSPE regarding any aspect of the procurement. Upon receipt of written proposals, review and document general areas requiring clarification.
- Evaluate proposals and conduct cost/price analysis in accordance with the FAR. Obtain DCMA and DCAA accounting expertise in desired areas of analysis, if required.
- Obtain the SSEB's final technical evaluation documents.
- In partnership with the SSEB, analyze and document trade-off assessment.
- Obtain approval of the pre-negotiation business clearance memorandum. Make contract award based on initial offers if appropriate.
- When using FAR Part 15 and unable to award on the basis of initial offers, conduct exchanges with offerors as necessary to support a competitive range determination. If necessary, further

reduce the competitive range for the purposes of efficiency and document the basis for the reduction.

- If necessary, and subsequent to approval of the pre-negotiation business clearance, notify all offerors determined to be outside the competitive range their proposals are no longer eligible for award. Conduct debriefings as may be requested by unsuccessful offerors.
- Act as the sole authorized point of contact for any discussions/communication with offerors, conduct discussions with each offeror in the competitive range and maintain a written record of all discussions as deemed prudent. The discussions will address significant weaknesses, deficiencies, and other aspects of an offerors proposal that potentially could be altered or explained to enhance materially the proposal's potential for achieving contract award. Successive revised proposals will be requested. Upon conclusion of discussions, each offeror will be provided an opportunity to submit a final proposal revision.
- Obtain from the SSEB successive technical evaluations of revised proposals. For the final proposal revision, obtain a final technical evaluation as necessary.
- Conduct trade-offs, select the successful offeror and prepare the post-negotiation business clearance memorandum. Obtain approval, if necessary, for the clearance memorandum.
- Execute contract award.
- Within 3 days after contract award, notify unsuccessful offerors. Conduct offeror debriefings as necessary.
- Document the contract file regarding all foregoing actions, all analyses pertaining to contract award and final SSEB reports and recommendations.

Note: The SSA and Contracting Officer may serve dual roles.

2. The Source Selection Evaluation Board (SSEB) Chairperson.

- Establish a competent evaluation committee comprised of the minimum number of members necessary to conduct a complete evaluation.
- Ensure proposals are properly controlled and secured. The Chairperson and the SSEB team members will not be allowed to keep copies of the evaluation (software and hard copies), unless authorized by the SSA. The contractors' proposals and evaluation material (software and hard copies) will not leave the FISC evaluation room.
- Ensure that the proposal evaluation efforts are properly and efficiently conducted. Serve as team leader in achieving consensus ratings.
- Perform final review of SSEB's evaluation conclusions/recommendations and forward the consensus award recommendation documentation to the OSPE. Individual SSEB member's working papers shall be reviewed to ensure the papers are reconciled to the consensus award recommendation.
- Prepare value analyses and recommendations and forward to the OSPE for concurrence. Ensure that each evaluation rating is properly supported. That is, the ratings for evaluation of individual evaluation factors and the rating for the proposal overall.
- Provide narrative documentation of deficiencies for purposes of potential discussions with offerors. Documentation of deficiencies should be of such quality that it could be submitted directly to individual offerors during discussions, if necessary.
- Partner with the OSPE to develop the trade-off assessment.
- Assist the OSPE with any required exchanges if a competitive range determination becomes necessary. In the event the competitive range is further reduced for purposes of efficiency, assist the OSPE in determining which reductions should be made.
- If contract award is not accomplished on initial offers, participate in discussions as requested by the OSPE and provide iterative technical evaluation support.
- Participate in offeror debriefings.

3. The Source Selection Evaluation Board (SSEB) Members.

- Ensure that no contact or discussions are held with any potential offerors; all questions from industry representative shall be referred to and reported to the OSPE without further comment.
- Review the solicitation, especially the SOW, Section L, Proposal Requirements, and Section M, Evaluation Criteria, to ensure consistency with the source selection plan.
- Evaluate proposals in accordance with the solicitation requirements and using the methodology cited in the source selection plan.
- Individually perform evaluations and subsequently participate in consensus discussions including the trade-off assessment, and the preparation of a summary evaluation report for approval by the SSEB Chairperson.
- Document individual worksheets to ensure the worksheets are reconciled to agreements reached during development of consensus recommendations.
- If discussions become necessary, provide iterative technical evaluation support for discussions and evaluation of revised proposals. Discuss and clarify technical evaluations as necessary and prepare a summary evaluation report for approval by the Chairperson. Assist in fact finding, clarification of offers and negotiations, as requested by the OSPE. The OSPE may require "exchanges with offerors". As authorized by the OSPE and following the procedures under FAR 15.306, "exchanges with offerors" may occur after receipt of proposals. Exchanges may be required for clarifications when award without discussions is contemplated; communications with offerors before establishment of the competitive range; and (ii) exchanges with offerors after establishment of the competitive range.
- Assist in offeror debriefings as directed by the SSB Chairperson.

NOTE: Substitution or addition of the SSEB members shall be requested in writing by the Chairperson of the SSEB for submission to the OSPE.

It's not uncommon that after reviewing the guidance and instructions, you still may be unclear as to whether or not your requirement falls within the category or definition, or if it can be bought using appropriated funds, etc. Should this occur, contact a specialist in the OSPE.

~

It is not the goal of OSPE to tell you:
"No, you can't get that"
but, to advise you on how you can.

~

Procurement Acquisition Lead Times

The PALTs shown below are provided for planning purposes. The PALT includes the time required for Acquisition Services to review the procurement package, solicit the requirement, the offeror's time to prepare and submit a proposal, and the award of a contract. The actual PALT may be shorter or longer based upon: the contract method, the required time for public notification of the requirement, whether or not it is a commercial item or service, the complexity of the requirement and availability of staff. Lead times assume that the requisition is complete in all respect with regard to specifications of the requirement. The volume of requirements at year-end or impact of other mission requirements will also affect the PALT. **The dollar amounts listed include the total estimated contract amount to include the base and all option periods.**

Procurement Action	Required Lead Time (Business Days)
Interagency and Intra-agency Agreement	45
Acquisitions Between \$3,000 and \$25,000	15
New Purchases (includes new purchase orders above \$25,000, contracts, and BPAs; does <u>not</u> include GSA purchases using Schedules)	
➤ Estimated value up to \$100,000	45
➤ Estimated value over \$100,000	120
Orders Under Existing Contracts/GSA Schedules	
➤ Estimated value up to \$100,000	45
➤ Estimated value over \$100,000	90
Contract Modifications	
➤ Change Orders, Funding and Administrative Modifications	45
➤ Modifications Subject to Availability of Funds	45

Interagency and Intra-agency Agreement

TASKS	DAYS	TOTAL
1. Receipt of Complete Package	5	5
2. Market Research	5	10
3. Prepare IA Package	14	24
4. Reviews (Policy/Legal/Level above CO, if applicable)	14	38
5. Obtain Concurrence/Signature from Receiving & Funding Agencies	3	41
6. Obtain Concurrence/Signature from Servicing Agency	3	44
7. Award Documentation and Review (COTR/Supervisor/Legal)	1	45
PALT TOTAL		45 Days

Acquisitions between \$3,000 and \$25,000

TASKS	DAYS	TOTAL
1. Receipt of Completed Package		
2. Market Research		
3. Develop Solicitation		
4. Issue Solicitation/Answer Questions		
5. Receipt of Proposals/Technical Evaluation		
6. Award		15
PALT TOTAL		15 Days

Acquisitions between \$25,000 and \$100,000

New Purchases

(Includes new purchase orders above \$25,000, contracts, and BPAs; does not include GSA purchases using Schedules)

TASKS	DAYS	TOTAL
1. Receipt of Completed Package	5	5
2. Market Research	3	8
3. Prepare/Issue Synopsis/Solicitation	20	28
4. Receipt of Proposals/Evaluation	10	38
5. Award	7	45
PALT TOTAL		45 Days

Acquisitions over \$100,000

New Purchases

(Includes new purchase orders contracts, and BPAs; does not include GSA purchases using Schedules)

TASKS	DAYS	TOTAL
1. Receipt of Completed Package	5	5
2. Market Research	5	10
3. Small Business Review (NOTE)	3	13
4. Acquisition Plan/Source Selection Plan Review	10	23
5. Reviews (Policy/Legal)	14	37
6. Synopsis	14	51
7. Develop/Issue Solicitation (Answer Questions)	30	80
8. Technical Evaluation	20	100
9. Award Documentation and Review (COTR/Supervisor/Legal)	20	120
PALT TOTAL		120 Days

NOTE: If over \$100,000 and not awarding to an SBA 8(a) set-aside, please allow 5 days for Small Business Review & Procurement Center Representative review of DOT Form 4250.1.

If over \$500,000 allow 5 days for Contract Review Board

Acquisitions between \$25,000 and \$100,000
Orders under Existing Contracts/GSA Schedules

TASKS	DAYS	TOTAL
1. Receipt of Completed Package	5	5
2. Market Research	3	8
3. Prepare/Issue Synopsis/Solicitation	20	28
4. Receipt of Proposals/Evaluation	10	38
5. Award	7	45
PALT TOTAL		45 Days

Acquisitions over \$100,000
Orders under Existing Contracts/GSA Schedules

TASKS	DAYS	TOTAL
1. Receipt of Completed Package	5	5
2. Market Research	5	10
3. Small Business Review (NOTE)	3	13
4. Acquisition Plan/Source Selection Plan Review	10	23
5. Reviews (Policy/Legal)	14	37
6. Synopsis	14	50
7. Develop/Issue Solicitation/Answer Question	20	70
8. Technical Evaluation	10	80
9. Award Documentation and Review (COTR/Supervisor/Legal)	10	90
PALT TOTAL		90 Days

Contract Modifications

(Change Orders, Funding (obligations/de-obligations), Administrative Modification)

TASKS	DAYS	TOTAL
1. Receipt of Completed Package	1	1
2. Prepare Mod Package (Inclusive of Conducting Research, Request/Receive/Evaluate Quotes, Complete D&F, Determine if option is in the Governments best interest)	19	20
3. Obtain Client Review/Concurrence	5	25
4. Contracting Officer Review	5	30
5. Contractor Review / Signature	5	35
6. Contracting Officer Signature	5	40
7. Award Distribution/Obligation Process	5	45
PALT TOTAL		45 Days

NOTE: Zero dollar (\$0) Administrative Modification (15 days)

Modifications Subject to Availability of Funds (SAFs)

TASKS	DAYS	TOTAL
1. Receipt of Completed Package	1	1
2. Review Existing Order/Determine Strategy	5	6
3. Define Requirement with Client	5	11
4. Prepare Mod Package (Inclusive of Conducting Research, Request/Receive/Evaluate Quotes, Complete D&F, Determine if option is in the Governments best interest)	10	21
5. Obtain Client Review/Concurrence	5	26
6. Contracting Officer Review/Changes	5	31
7. Contract Review/Signature	7	38
8. Award/Distribution/Obligation Process	7	45
PALT TOTAL		45 Days

NOTE: SAFs are generally submitted for year-end-actions and in substantial quantities – refer to the Year End PALT.

"Do and Don't" List for COTR's Contracting Officers Technical Representatives

DO

- Establish and maintain a file for documents pertaining to the contract.
- Spot check to see that contractor personnel are on the job and accomplishing their assigned tasks.
- Ensure that government property is provided and used properly.
- Assist the contractor if needed to get the job done, but avoid any personal services.
- Document significant actions, conversations, etc., with the contractor as needed.
- Keep a copy of the COTR (Task Order Project Officer) appointment.
- Keep a copy of the contract and become familiar with its terms and conditions.
- Monitor funds closely on a regularly scheduled basis.
- Put task assignments or instructions to the contractor in writing. These must be requirements identified in the Statement of Work.
- Inform the contracting officer (CO) of conditions or contemplated changes.
- Give prompt attention to correspondence from the contractor that requires approval/signature.
- Maintain reasonable contact with the contractor to become aware of and gain an understanding of its problems and work schedules.
- Report to the CO any labor disputes or violations which have a potential for impairing the contractor's ability to perform.
- Monitor the contractor's performance.
- Inform the CO and contractor of any unsatisfactory performance.
- Ensure the accuracy of all reports submitted by the contractor.
- Submit progress, performance, and receiving reports as required to ensure payment to the contractor.

DON'T

- Solicit proposals/pricing data for new work, enhancements, or changes.
- Make any commitment relating to an award of a task, modification, or contract.
- Negotiate technical or pricing issues with the vendor community.
- Modify the stated terms and conditions of the contract.
- Issue instructions to the contractor to either start or stop work.
- Approve new items of cost not specifically authorized by the contract.
- Direct changes, such as time of delivery or place of delivery, change quantities, or change funds allocated.
- Sign any supplemental agreements.
- Render a decision on any dispute.
- Take any action with respect to termination, except to notify the CO of problems.
- Authorize delivery or disposition of government-furnished property.
- Give guidance to a contractor, either orally or in writing, which might be interpreted as a change in scope or terms of the contract.
- Discuss procurement plans or any other advance information that might provide preferential treatment to one firm over another.

FORMS

The following forms are included for your convenience. They may also be found on M-63's website.

Requirements Package Checklist

Small Business Program Review Form

Source Selection Evaluation Board Nomination Form

Requirements Package Checklist FOR CONTRACT ACTIONS OVER \$100,000.00

1. PR Number	
2. Acquisition award date For the purpose of establishing milestones, the assigned buyer needs to know the target date to preclude uninterrupted service to mission operations.	<p>Is this a Follow-on Requirement? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, current contract expiration date: ____/____/____</p> <p>If No, required contract award date: ____/____/____</p>
<p>3. Complete package must include <u>all</u> of the following <u>mandatory</u> items. Select Non-mandatory items determined necessary for your requirement. Attach these documents to your PR in PRISM. Your SOW/PWS should be attached in Word format not as a PDF.</p> <p style="text-align: center;">MANDATORY ITEMS</p> <p><input type="checkbox"/> MARKET RESEARCH Market research identifies recommended and potential sources.</p> <p><input type="checkbox"/> STATEMENT OF WORK/PERFORMANCE WORK STATEMENT A Statement of Work is either performance based or non-performance based.</p> <p><input type="checkbox"/> INDEPENDENT GOVERNMENT COST ESTIMATE The IGCE aides in budget forecasting for the program office and helps the procurement office determine the reasonableness of a contractor's cost (estimated costs for the base plus all option years must be included).</p> <p><input type="checkbox"/> FUNDING DOCUMENTS Funding must be provided for all procurement actions.</p> <p><input type="checkbox"/> COTR NOMINATION and certificate of training</p> <p><input type="checkbox"/> SMALL BUSINESS PROGRAM REVIEW FORM complete Parts 1 and 2, sign and date the form before forwarding to procurement</p> <p style="text-align: center;">INCLUDE THE FOLLOWING ITEMS ONLY IF DETERMINED NECESSARY FOR YOUR INDIVIDUAL REQUIREMENT</p> <p><input type="checkbox"/> Urgency or Sole Source Justification (See Paragraph SOLE SOURCE OR URGENCY)</p> <p><input type="checkbox"/> Economy Act Decisions (See Paragraph ECONOMY ACT)</p> <p><input type="checkbox"/> Lease VS. Purchase (See Paragraph LEASE VS. PURCHASE)</p> <p><input type="checkbox"/> EIT implements section 508 of the Rehabilitation Act of 1973 (See Paragraph ELECTRONIC AND INFORMATION TECHNOLOGY (EIT))</p> <p><input type="checkbox"/> OSHA requirements (See Paragraph OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA))</p> <p><input type="checkbox"/> GFP (See Paragraph GOVERNMENT FURNISHED PROPERTY)</p> <p><input type="checkbox"/> Information Technology requirements (See Paragraph INFORMATION TECHNOLOGY-RELATED PROCUREMENTS)</p> <p><input type="checkbox"/> Buy American Act (See Paragraph BUY AMERICAN ACT. Supplies and Construction Materials)</p>	
<p>4. Contract Type Information.</p> <p>a. Time-and-materials (T&M) and cost-reimbursement (CR) contract types require justification in accordance with Federal Acquisition Regulations <i>Note: the Contracting Officer makes the final determination of which order type is in the best interest of the Government.</i></p> <p>CHECK THE APPROPRIATE BLOCKS (See Paragraph CONTRACT TYPE for detailed descriptions)</p> <p><input type="checkbox"/> Firm fixed price (FFP) (no justification required)</p> <p><input type="checkbox"/> Cost-Reimbursement (CR) (provide justification)</p> <p><input type="checkbox"/> Time-and-Materials/Labor Hour/Letter (T&M/LH) (provide justification)</p> <p><input type="checkbox"/> Indefinite Delivery (used in conjunction with FFP, CR, and T&M - - orders are issued against the contract)</p> <p>b. T&M/LH and CR contract types require justification in accordance with Federal Acquisition Regulations.</p>	
<p>5. Evaluation Criterion and Associated Evaluation Adjectives (Required when not citing FAR Subpart 6.3) <i>(Note – evaluation criterion shall include “Past Performance” as a mandatory criteria. Cost is a mandatory criterion since it is integral to the best value trade-off decision.</i></p>	

Basis of evaluation (check one): Best Value Trade-Off Lowest-Price, Technically Acceptable

Non-Cost Factors

List the specific areas of your past performance requirements to be evaluated. These areas should correspond with, and relate to, specific SOW requirements.

1. Past Performance (mandatory).	
2. Technical /Management Approach (non-mandatory).	
a.	
b.	
c.	
d.	
List any other evaluation criteria important to you, and the associated weights, below.	
3. Other Factors. (This is not mandatory.)	
a.	
b.	
c.	
d.	

Cost Factor (mandatory)

Evaluation adjective ratings are applied to past performance, technical/management approach and any other non-cost factors for which you may want to evaluate contractor proposals. Note that balancing cost against the non-cost factors indicates how you will make your best value trade-off decision, and as a result, an adjective rating is not applied to the cost factor. Indicate whether **all non-cost** evaluation factors, when combined:

Are significantly more important than: Approximately equal to: Significantly less important than:
 ...the Cost Factor

ADDITIONAL INFORMATION:

**U.S. Department of Transportation
Small Business Program Review Form**

Date: _____

Part I PROGRAM OFFICE

1. Office Routing Symbol _____	2. Requestor's Name: _____	3. Phone No.: _____	4. Procurement Request Number: _____	5. Estimated Dollar Value: \$ _____
6. Description of the Acquisition (state if previously set-aside)				
7. Please Check as appropriate:	New Requirement (Go to Part III)		8. Recommended method of procurement (Select one from Part III) _____	
	Bundled Acquisition (if checked, complete Parts III and IV) See Instructions for definition			

Part II ACQUISITION HISTORY If previously awarded, check all that apply	Part III CO/SBS RECOMMENDATION Check all that apply
Small Business	Small Business Set-Aside
Small Disadvantaged Business	SBA 8(a) Set-aside
8(a) Business	HUBZone Set-Aside
Woman Owned Business	Very Small Business Set-Aside
Service Disabled Veteran Owned Business	Task Order/Delivery Order **
Veteran Owned Business	GSA/FSS Order
HUBZone Business	Woman Owned Business
GSA/FSS Order	Service Disabled Veteran Owned Business
Large Business	Large Business with Subcontracting Goals
Sole Source	Bundled Acquisition (complete Part IV)
Task Order/Delivery Order	Sole Source
	Other (Specify)
9. Contract No.: _____ Contractor Name: _____ Program Official's Signature: _____ Date: _____	10. Small Business Size Standard: NAICS Code _____ (See 13CFR121) Employees _____ OR Dollars _____

Part IV BUNDLED ACQUISITIONS

(Not required for Acquisitions Entirely Reserved or Set-Aside for Small Businesses)

<input type="checkbox"/> Under \$2M (justify see TAM 1207.103)	
<input type="checkbox"/> Over \$2M (justify see TAM 1207.103)	

Part V SB PROGRAM RECOMMENDATION - CONCURRENCE/APPROVALS

		11. Contracting Officer's Recommendation	
Concur	Non-Concur	Signature: _____ Date: : _____	Attach justification if non-set-aside/bundled acquisition. Attach justification if non-concur.
		12. Small Business Specialist (SBS) Signature: _____ Date: : _____	<input type="checkbox"/> Small Business Set-Aside (if checked and SBS concurs, this constitutes approval and no further coordination required)
		13. SBA Procurement Center Representative (PCR) Signature: _____ Date: : _____	Attach justification if non-concur.
Approve	Disapprove	14. Director OSDDBU Signature: _____ Date: : _____	Attach justification if disapproved

SOURCE SELECTION INFORMATION - SEE FAR 3.104

SOURCE SELECTION EVALUATION BOARD NOMINATION FORM

A minimum of three individuals should be nominated

PROCUREMENT REQUEST NO.: _____

NAME: _____

***SSEB Chairperson**

POSITION/TITLE: _____

ROUTING: _____

TELEPHONE: _____

DATE SIGNED: _____

NAME: _____

***SSEB Member**

POSITION/TITLE: _____

ROUTING: _____

TELEPHONE: _____

DATE SIGNED: _____

*Source Selection Evaluation Board

NAME: _____

***SSEB Member**

POSITION/TITLE: _____

ROUTING: _____

TELEPHONE: _____

DATE SIGNED: _____

*Source Selection Evaluation Board

NAME: _____

***SSEB Member**

POSITION/TITLE: _____

ROUTING: _____

TELEPHONE: _____

DATE SIGNED: _____

*Source Selection Evaluation Board

SOURCE SELECTION INFORMATION - SEE FAR 3.104

CERTIFICATE FOR PERSONNEL PARTICIPATING IN SOURCE SELECTION CONCERNING
NONDISCLOSURE, CONFLICTS OF INTEREST, AND RULES OF CONDUCT

Name: _____ Organization: _____

Title: _____ Source Selection Title: _____

1. I acknowledge that I have been selected to participate in the source selection identified above. I certify that I will not knowingly disclose any contractor bid or proposal or source selection information directly or indirectly to any person other than a person authorized by the head of the agency or the contracting officer to receive such information. I understand that unauthorized disclosure of such information may subject me to substantial administrative, civil and criminal penalties, including fines, imprisonment, and loss of employment under the Procurement Integrity Law or other applicable laws and regulations.

2. To the best of my knowledge, I certify that neither I nor my spouse nor my dependent children, nor members of my household, nor personnel with whom I am seeking employment have any direct or indirect financial interest in any of the firms submitting proposals, or their proposed subcontractors or have any other beneficial interest in such firm except as fully disclosed on an attachment to this certification.

3. I certify that I will observe the following rules of conduct:

a. I will not solicit or accept, directly or indirectly, any promise of future employment or business opportunity from, or engage, directly or indirectly, in any discussion of future employment or business opportunity with, any officer, employee, representative, agent, or consultant of a competing contractor.

b. I will not ask for, demand, exact, solicit, seek, accept, receive, or agree to receive, directly or indirectly, any money, gratuity, or other thing of value from any officer, employee, representative, agent, or consultant of any competing offeror for this acquisition. I will advise my family that the acceptance of any such gratuity may be imputed to me as a violation, and must therefore be avoided.

c. I will not discuss evaluation of source selection matters with any unauthorized individuals (including Government personnel), even after contract award, without specific prior approval from proper authority.

d. I understand that my obligations under this certification are of a continuing nature. If at any time during the source selection process, I receive a contract from a competing contractor concerning employment or other business opportunity, the offer of a gift from a competing contractor, or I encounter circumstances where my participation might result in a real, apparent, or potential conflict of interest, I will immediately seek the advice of an Ethics Counselor and report the circumstances to the Source Selection Authority.

I understand that making a false, fictitious, or fraudulent certification may subject me to prosecution under Title 18, United States Code, Section 1001.

Signature: _____

Date: _____

SAMPLES

The following forms are included for your use. These forms should be tailored to meet the needs of your requirement.

Justification for Other than Full and Open Competition
Independent Government Cost Estimate – Simple/Labor
Lease vs. Purchase Justification
COR Nomination Memorandum
Suggested Source List
Milestones
Performance Work Statement (PWS) Template

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

Upon the basis of the following Justification, I hereby approve, as the Contracting Officer, the solicitation of the proposed contract described using other than full and open competition pursuant to the authority of 41 U.S.C. 253 (c)(1).

1. Identification of Agency and Contracting Activity:

PR Number:

Requestor:

2. Nature/Description of the action being approved:

3. Description of the supplies or services required to meet the agency's needs including the total Estimate Value. (State the total estimated value, including any options, ceiling amounts, and maximum order amounts. If optional quantities or performance periods are included, separately show the value of each (and include the amounts in the total estimated value)).

(Description)

The total estimated contract value for the base and four option years is \$_____ ; as follows:

Base Year:

Option Year I:

Option Year II:

Option Year III:

Option Year IV:

4. Statutory Authority Cited:

5. Reason that the nature of the acquisition requires use of the authority cited

6. Description of efforts made to ensure that offers are solicited from as many potential sources as is practicable

7. Determination by CO that Price is Fair and Reasonable:

8. Description of Market Research Conducted:

9. Any other facts supporting the user of other than full and open competition.

10. Listing of sources that expressed an interest in this acquisition

11. Actions Taken to Overcome Competition Barriers for subsequent acquisition.

TECHNICAL AND REQUIREMENTS CERTIFICATION

I certify that the facts and representations under my cognizance which are included in this Justification along with any other supporting data and which form a basis for this Justification are complete and accurate.

(NAME) Director, (Routing Symbol)

Date

(NAME), COTR, (Routing Symbol)

Date

LEGAL CONCURRENCE

MaryKay Langan-Feirson, (C-10)
Legal Council

Date

CONTRACTING OFFICER CERTIFICATION

I certify that this Justification is accurate and complete to the best of my knowledge and belief.

(Name), (M-63)
Contracting Officer

Date

Carmencita D. Jones, (M-63)
Associate Director

Date

U.S. DEPARTMENT OF TRANSPORTATION
Justification for Other than Full and Open Competition

INSTRUCTIONS

The following are the contents that must be included in a justification (see items 1 – 12) in accordance with the FAR. Additionally, you must provide sufficient evidence to support the data (see 6.303-2 (b)).

FAR 6.303-2 Content

(a) Each justification shall contain sufficient facts and rationale to justify the use of the specific authority cited. As a minimum, each justification shall include the following information:

(1) Description of Services.

Identification of the agency and the contracting activity.

(2) Nature and/or Description of the action Being Approved.

Brief description of the supply or services being acquired.

(3) Description of Services.

A description of the supplies or services required to meet the agency's needs (including the estimated value).

(4) An identification of the statutory authority permitting other than full and open competition.

The Department of Transportation is subject to [41 U.S.C. 253\(c\)](#) which authorizes, under certain conditions, contracting without providing for full and open competition. Additionally, one of the following authorities must be cited:

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

6.302-2 Unusual and compelling urgency.

6.302-3 Industrial mobilization; engineering, developmental, or research capability; or expert services.

6.302-4 International agreement.

6.302-5 Authorized or required by statute.

6.302-6 National security.

6.302-7 Public interest.

(5) A demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.

(6) A description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a notice was or will be publicized as required by [Subpart 5.2](#) and, if not, which exception under [5.202](#) applies.

(7) A determination that the anticipated cost to the Government will be fair and reasonable.

(8) A description of the market research conducted (see [Part 10](#)) and the results or a statement of the reason market research was not conducted.

(9) Any other facts supporting the use of other than full and open competition, such as:

(i) Explanation of why technical data packages, specifications, engineering descriptions, statements of work, or purchase descriptions suitable for full and open competition have not been developed or are not available.

(ii) When [6.302-1](#) is cited for follow-on acquisitions as described in [6.302-1\(a\)\(2\)\(ii\)](#), an estimate of the cost to the Government that would be duplicated and how the estimate was derived.

(iii) When [6.302-2](#) is cited, data, estimated cost, or other rationale as to the extent and nature of the harm to the Government.

(10) A listing of the sources, if any, that expressed, in writing, an interest in the acquisition.

(11) A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.

APPROVALS:

Approvals are determined based on the dollar value of the requested contracting action (this includes any proposed option years), specifically:

6.304 Approval of the justification.

(a) Except for paragraph (b) of this section, the justification for other than full and open competition shall be approved in writing—

(1) For a proposed contract not exceeding \$550,000, the contracting officer's certification required by [6.303-2\(a\)\(12\)](#) will serve as approval unless a higher approving level is established in agency procedures.

(2) For a proposed contract over \$550,000 but not exceeding \$11.5 million, by the competition advocate for the procuring activity designated pursuant to [6.501](#) or an official described in paragraph (a)(3) or (a)(4) of this section. This authority is not delegable.

(3) For a proposed contract over \$11.5 million, but not exceeding \$57 million, or, for DoD, NASA, and the Coast Guard, not exceeding \$78.5 million, by the head of the procuring activity, or a designee who—

(i) If a member of the armed forces, is a general or flag officer; or

(ii) If a civilian, is serving in a position in a grade above GS-15 under the General Schedule (or in a comparable or higher position under another schedule).

(4) For a proposed contract over \$57 million or, for DoD, NASA, and the Coast Guard, over \$78.5 million, by the senior procurement executive of the agency designated pursuant to the OFPP Act ([41 U.S.C. 414\(3\)](#)) in accordance with agency procedures. This authority is not delegable except in the case of the Under Secretary of Defense for Acquisition, Technology, and Logistics, acting as the senior procurement executive for the Department of Defense.

(b) Any justification for a contract awarded under the authority of [6.302-7](#), regardless of dollar amount, shall be considered approved when the determination required by [6.302-7\(c\)\(1\)](#) is made.

(c) A class justification for other than full and open competition shall be approved in writing in accordance with agency procedures. The approval level shall be determined by the estimated total value of the class.

(d) The estimated dollar value of all options shall be included in determining the approval level of a justification.

(12) Contracting officer certification that the justification is accurate and complete to the best of the contracting officer's knowledge and belief.

(b) Each justification shall include evidence that any supporting data that is the responsibility of technical or requirements personnel (e.g., verifying the Government's minimum needs or schedule requirements or other rationale for other than full and open competition) and which form a basis for the justification have been certified as complete and accurate by the technical or requirements personnel.

(11) A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.

Independent Government Cost Estimate – (Simple) for LABOR

<u>Labor Category</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Labor:			
Program Manager	\$82.77	475	\$ 39,315.75
Sr. Industrial Specialist	76.58	1050	80,409.00
Industrial Specialist	58.36	2100	122,556.00
Technical Data Technician	41.72	<u>630</u>	<u>26,283.60</u>
Total Labor		4270	268,564.35
ODCs:			
Travel			1,685.00
Materials			<u>100.00</u>
Total ODCs			1,785.00
SUBTOTAL			270,349.35
G&A @ ___%			34,172.16
Total			\$304,521.70

Include Estimate for Options as applicable.

Explanation of how the IGCE was developed.

1. The labor categories and the amounts of hours within each of those categories are based on previous, similar levels of effort expended to accomplish similar workloads. The effort amounts to one full man-year for the Industrial Specialist; one-half a man-year for the Senior Industrial Specialist; the Technical Data Technician is estimated at 20% of both Industrial Specialists' hours; and the Program Manager's hours are approximately 15% of both Industrial Specialists' hours.
2. The labor rates are from a GSA Schedule (identify GSA Order number). If the labor rates are from a DoD contract, identify the DoD contract number.
3. The General & Administrative (G&A) rate is based on historical or actual rates.
4. Travel costs shown in this estimate are based on one trip for one person to travel from Washington, D.C. to San Diego for five days. The costs for this anticipated travel include airfare, hotel, per diem and rental car, and are based on current JTR rates.
5. Material costs are anticipated costs for story boards and other supplies to be used in symposiums and other presentations.

IMA REQUIRER
Management Analyst

LEASE JUSTIFICATION

GENERAL INSTRUCTIONS:

1. If the purchase price is more than \$250,000, complete Part I and Part II.
2. If the purchase price is \$250,000 or less, complete Part I only.
3. The terms "lease" and "rental" are considered synonymous.

PART I - LEASE VERSUS PURCHASE INFORMATION (Requiring Activity Completes)

In accordance with FAR 7.4, agencies should consider whether to lease or purchase equipment based on an evaluation of comparative costs. Since you have made the decision to lease, it is necessary to provide justification that demonstrates leasing is in the best interest of the government.

There are generally two different lease methods commonly requested by DoD activities:

- a) Straight Lease provides for a specific period of performance, after which the Government has no ownership of the item, nor an option to purchase the item.
- b) Lease with the Option to Purchase, the preferred method, includes provisions for Government purchase of the item at any time during the lease period of performance. This typically includes application of a portion of the lease payments towards the purchase price of the item.

1. Item to be leased/rented: _____
2. Is this an option exercise or follow-on to an existing lease? _____
If yes, identify contract/order number. _____
3. Were current Government inventories checked for availability of the required equipment? _____
4. What is the expected lease period (i.e., 6 months, 12 months, etc)? _____
What is the anticipated extent of usage during the lease (i.e., 24 hrs a day/7 days a week)?

5. Are there any financial or operating advantages of alternate types/makes of equipment? _____
If yes, please explain.

6. Provide market research information regarding the availability and cost of leasing/purchasing the required equipment. (If more than one type of equipment is required, provide market research information on all.)

Company			
POC & Telephone No.			
Useful Life of Equipment			
Monthly Rental/Lease Cost			
Portion of Monthly Cost Applicable to Maintenance			
Portion of Monthly Cost Applicable to Transportation and/or Installation			
Total Rental/Lease Cost			
Purchase Cost			

7. State the reason why the equipment is needed and why it must be leased instead of purchased. (Examples: lack of maintenance capability, obsolescence of equipment due to technological advances, etc.) Lack of funding does not justify leasing. If total lease costs (less maintenance and transportation costs) exceed the purchase price, you must justify the higher cost of leasing as being in the best interest of the Government.

PART II - CAPITAL VERSUS OPERATING LEASE (Requiring Activity Completes if purchase price >\$250k)

You are requesting a capital lease if the item you want to lease has a purchase price over \$250,000 and any of the following circumstances exist:

1. The lease transfers ownership of the property to the Government at the end of the lease.
2. The lease contains an option to purchase at a bargain price.
3. The total lease period exceeds 75% of the useful life of the item.
4. The total lease payments, less maintenance & transportation costs, exceed 90% of the purchase price.

You are requesting an operating lease if the item you want to lease has a purchase price

- a) under \$250,000, or
- b) over \$250,000 and none of the above four circumstances exist.

A capital lease requires capital/investment (OPN) funds for all lease payments, as well as for the purchase price (when including an option to purchase). An operating lease allows for payment of lease monies with expense or operating (O&MN) funds.

1. Does your request include an option to purchase? Yes No
2. Is the lease term (length of time for rental) equal to 75% or more of the useful life of the item? Yes No
3. Do total lease payments (less maintenance & transportation costs) exceed 90% of the purchase price? Yes No

IF YOU ANSWERED YES TO ANY OF THE ABOVE QUESTIONS YOU HAVE REQUESTED A CAPITAL LEASE AND MUST PROVIDE CAPITAL FUNDS FOR BOTH THE LEASE PAYMENTS AND ANY APPLICABLE PURCHASE OPTION PRICE.

4. Are capital funds available for this requirement? Yes No
5. Verified capital funding for this requirement with

Name	Title	Code	Phone
------	-------	------	-------

To the best of my knowledge, the above information is current, accurate, and complete.

Printed Name, Title, Code, and Phone # of

Preparer: _____

Signature of

Preparer: _____

COTR NOMINATION MEMORANDUM

To: *(Insert name of prospective COTR)*

From: *(Insert name of Nominating Official)*

Date:

Subj: Nomination of Contracting Officer's Technical Representative

I hereby nominate Mr. /Ms. _____ as the Contracting Officer's Technical Representative (COTR) for the contract resulting from requisition number _____ to acquire _____ supplies/services in support of _____.

Their title, office code, business address, e-mail address and phone number are:

-

Their technical qualifications and experience are:

-

He/she ____ is ____ is not **FAC-COTR** certified and is current with the required continuous learning points.

He/she ____ has ____ has not completed required COTR training. He/she attended/is scheduled to attend COTR training in (month, year).

The individual performance rating elements of the prospective COTR ____ include ____ do not include the COTR function (if not, why not).

I recommend that the COTR/ACOTR be assigned the following duties (tailor as necessary):

- a. Control all Government technical interfaces with the contractor.
- b. Ensure that a copy of all Government technical correspondence is forwarded to the contracting officer (ordering officer) for placement in the contract (delivery/task order) file.
- c. Promptly furnish documentation on any request for change, deviation, or waiver, whether generated by the Government or the contractor, to the contracting officer and ordering officer for their action.
- d. Determine causes when the contract is not progressing as expected and make recommendations to the contracting officer for corrective action.
- e. Monitor contractor performance to ensure individual contractor employees are of the skill levels required and are actually performing at the levels charged against the contract during the performance period.

f. Monitor contractor performance to ensure that the labor hours charged against the contract are consistent and reasonable for the effort completed and that any travel charged was necessary and actually occurred.

g. Monitor Government Furnished Property. Ensure that property provided the contractor is authorized by the contract.

h. Complete the COTR Report of Contractor's Performance per the schedule established in the contract administration plan for the contract.

In case of any problems, disagreements, or other questions pertaining to the COTRs performance of duties you may contact _____.

Any changes to these recommended duties must be discussed with the undersigned prior to issuing the appointment letter.

Printed Name of Nominating Official

Date

Signature

Title

APPENDIX: SUGGESTED SOURCE LIST

This appendix must be completed and submitted with all acquisition packages. Out of the three boxes below, place an "X" in the appropriate box for this order, and where necessary enter the appropriate information.

Fair Opportunity

Contractor:
POC:
Phone:
E-Mail:
Web Address:
Mailing Address:

Contractor:
POC:
Phone:
E-Mail:
Web Address:
Mailing Address:

Contractor:
POC:
Phone:
E-Mail:
Web Address:
Mailing Address:

Small Business Set Aside

Contractor:
POC:
Phone:
E-Mail:
Web Address:
Mailing Address:

Contractor:
POC:
Phone:
E-Mail:
Web Address:
Mailing Address:

Contractor:
POC:
Phone:
E-Mail:
Web Address:
Mailing Address:

Exception to Fair Opportunity: Sole Source

Contractor:
POC:
Phone:
E-Mail:
Web Address:
Mailing Address:

Project Name: _____

Milestones		Scheduled Completion Date	Remarks	Actual Completion Date
Conduct Site Visit	PO			
Review Survey Results	PO			
Market Research	PO			
Draft PWS, ICE, Evaluation Criteria & QASP	PO			
Review PWS, ICE, Evaluation Criteria & QASP	CO			
Make Set –Aside Determination	CO			
Select Source Selection Group (Minimum 3 people)	PO			
SOW/PWS Finalized	PO / CO			
Issue Synopsis	CO			
Issue Solicitation	CO			
Receive Request for Proposals	CO			
Begin Technical & Cost Evaluations	PO			
End Technical Evaluations	PO / CO			
End Cost/Price Evaluations	CO / PO			
Approved Award Decision Memo	CO			
Execute Contract	CO			
Post Award Conference	PO			
Evidence of Insurance	KTR			
Clearances/NDA	KTR			
Contractor begins providing full service	KTR			

Performance Work Statement (PWS):

Title: < Enter a name or description for the acquisition >

Requiring Activity Name: < Enter the name of the AGENCY Division and Requiring Activity >

1.0 SCOPE

This award provides for < Delete the following options that do not apply and remove the highlighting > services, materials, and equipment to < Provide a brief (two to three sentences) description of the work to be performed. >

1.0.1 Background

< Provide a brief background description of your organization and/or program. >

1.0.2 Objectives

< Provide a brief description of the objectives you are hoping to achieve from this PWS. >

1.1 Non-Personal Services

This award identifies services that are strictly non-personal in nature.

1.2 Inherently Governmental Functions

This requirement has been reviewed and contains no services that are inherently governmental functions.

2.0 STATEMENT OF WORK (SOW)

< The requiring activity should thoroughly review and TAILOR the following tasks to accurately depict the tasks required. The specific tasks define the work effort to be performed by the Contractor. Use functional terms to detail the tasks. Individual tasks should be arranged in a systematic and logical sequence. Whenever possible, tasks should be grouped in phases to facilitate Government review of the effort's progress, technical redirection, or selection of another option. A properly written task description describes what is required, not how it shall be accomplished. >

2.1 Task Management

The Contractor shall provide sufficient management to ensure that this task is performed efficiently, accurately, on time, and in compliance with the requirements of this document. Specifically, the Contractor shall designate a single manager to oversee this task and supervise staff assigned to this task. The Contractor shall ensure that a Monthly Progress Report is submitted outlining the expenditures, billings, progress, status, and any problems/ issues encountered in the performance of this task.

2.1.1 Monthly Progress Report (MPR)

The Contractor shall ensure that a MPR is submitted outlining the expenditures, billings, progress, status, and any problems/ issues encountered in the performance of this task (**Deliverable 2**).

The MPR shall include the labor hours expended, by labor category, for each task and sub-task.

< If this is not a firm fixed price contract and this effort is for a significant development or operations program, include this text. Otherwise, delete the following paragraph. >

The Contractor shall require all subcontractors to provide input to the MPR where there are critical or significant tasks related to the prime contract. Critical or significant tasks shall be defined by mutual agreement between the Government and Contractor.

2.1.2 Subcontractor Expenditures Plan

The Contractor shall prepare and deliver a Subcontract Expenditures Report (**Deliverable 3**) that discloses actual subcontract expenditures by company name, business size standard (i.e. Woman Owned Business, Veteran Owned Business, etc.), and other socioeconomic programs (i.e. Indian Incentive Program, Historically Black Colleges and Universities and Minority Institutions, etc.).

2.1.3 Work Breakdown Structure (WBS)

The Contractor shall provide a tailored WBS to this order using the Government provided WBS, resulting in an expanded contract WBS (**Deliverable 4**).

< If this effort is for a significant development/operations program, include the above paragraph. Otherwise, delete the above paragraph and substitute with "Not Applicable for this task." Make sure to enter "Not applicable" for Deliverable 4 in the Deliverable/Delivery Schedule in section 4.6. >

2.1.4 Transition Support

a. Incoming Transition

< The following paragraph is required unless an incoming transition plan must be submitted with the offeror's proposal. Even in cases where the incumbent may turn out to be the new contract awardee, incoming transition should take place albeit in an abbreviated fashion.

If this section is not required, or if an incoming transition plan must be submitted with the offeror's proposal, retain the section numbering and heading, and replace the text to state, "Deliverable not required for this Task." and delete Deliverable 5 in Section 4.6. If an incoming transition plan must be submitted with the offeror's proposal, insure that this is specifically addressed in Instructions to Offerors. >

In accordance with this Contract, the Contractor shall provide a draft plan for < # days of > incoming transition from contract to contract. The Contractor shall coordinate with the Government in planning and implementing a complete transition to the Contractor's support model. The Contractor shall collaborate with the Government to develop and deliver an Incoming Transition Plan (**Deliverable 5**). The Government shall also designate a transition period for the incoming Contractor to coordinate and work with the incumbent Contractor. This transition plan shall include, but is not limited to:

- Coordination with Government representatives,
- Review, evaluation and transition of current support services,
- Transition of historic data to new contractor system,
- Government-approved training and certification process,
- Transfer of hardware warranties and software licenses (if applicable),
- Transfer of all necessary business and/or technical documentation,
- Transfer of compiled and uncompiled source code, to include all versions, maintenance updates and patches (if applicable),

- Orientation phase and program to introduce Government personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes,
- Distribution of Contractor purchased Government owned assets, including facilities, equipment, furniture, phone lines, computer equipment, etc.,
- Transfer of Government Furnished Equipment (GFE) and Government Furnished Information (GFI), and GFE inventory management assistance,
- Applicable AGENCY briefing and personnel in-processing procedures,
- Issue and account for government keys, ID/access cards, and security codes.

b. Option Item: Outgoing Transition

< If this task is expected to be ongoing in nature, and will likely require a follow-on contract/order, then this paragraph must be included. If this section is not required, replace the text to state, "Not Required for this Task." and delete Deliverable 6 in Section 4.6.

In accordance with this Contract, the Contractor shall provide a plan (**Deliverable 6**) for < # days of > outgoing transition for transitioning work from an active Contract to a follow-on contract/order or Government entity. This transition may be to a Government entity, another Contractor or to the incumbent contractor under a new contract/order. In accordance with the Government-approved plan, the Contractor shall assist the Government in planning and implementing a complete transition from this Contract and/or orders issued under this Contract to a successful provider. This shall include formal coordination with Government staff and successor staff and management. It shall also include delivery of copies of existing policies and procedures, and delivery of required metrics and statistics. This transition plan shall include, but is not limited to:

- Coordination with Government representatives,
- Review, evaluation and transition of current support services,
- Transition of historic data to new contractor system,
- Government-approved training and certification process,
- Transfer of hardware warranties and software licenses (if applicable),
- Transfer of all necessary business and/or technical documentation,
- Transfer of compiled and uncompiled source code, to include all versions, maintenance updates and patches (if applicable),
- Orientation phase and program to introduce Government personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes,
- Disposition of Contractor purchased Government owned assets, including facilities, equipment, furniture, phone lines, computer equipment, etc.,
- Transfer of Government Furnished Equipment (GFE) and Government Furnished Information (GFI), and GFE inventory management assistance.
- Applicable AGENCY debriefing and personnel out-processing procedures.
- Turn-in of all government keys, ID/access cards, and security codes.

2.1.5 Program Management Plan

< If this task is for a significant development or operations effort, a program management plan may be useful. If so, include this section. Consider eliminating this deliverable if this RFP/RFQ is for a sole source follow-on procurement where the incumbent has already submitted a Government approved plan. If a program management plan is not needed, delete this section, and replace with “Not Applicable for this Task”. >

The Contractor shall develop a Program Management Plan (**Deliverable 7**) that shall require Government approval. It will be used to manage, track and evaluate the Contractor’s performance. The Program Management Plan shall consist of control policies and procedures in accordance with standard industry practices for project administration, execution and tracking.

The Program Management Plan shall include the following:

- Identification of milestones where Government information/activity is required and timeline dependencies for subsequent Contractor activities;
- An Integrated Master Management Plan (IMMP) describing the Contractor’s overall management approaches, policies and procedures including suggested project metrics; and,
- A detailed staffing plan.

The Program Management Plan shall be due five (5) calendar days after the award of the order.

2.1.6 Quality Control Plan

The Contractor shall prepare and adhere to a Quality Control Plan (QCP). The QCP will initially be submitted with the offeror’s proposal and will be updated upon award (Deliverable 8). The QCP shall document how the Contractor will meet and comply with the quality standards established in this statement of work. At a minimum, the QCP must include a self-inspection plan, an internal staffing plan, and an outline of the procedures that the Contractor will use to maintain quality, timeliness, responsiveness, customer satisfaction, and any other requirements set forth in this solicitation.

2.1.7 Contingency Operations Plan

The Contractor shall prepare and submit a Contingency Operations Plan to the Government. The Contingency Operations Plan shall be due ten (10) calendar days after the award of the order, and will be updated on a quarterly basis (Deliverable 9). The Contingency Operations Plan shall document Contractor plans and procedures to maintain AGENCY support during an emergency. The Contingency Operations Plan shall include the following:

- A description of the Contractor’s emergency management procedures and policy
- A description of how the Contractor will account for their employees during an emergency
- Planned temporary work locations or alternate facilities
- How the Contractor will communicate with AGENCY during emergencies
- A list of primary and alternate Contractor points of contact, each with primary and alternate:
 - Telephone numbers
 - E-mail addresses
- Procedures for protecting Government furnished equipment (if any)
- Procedures for safeguarding sensitive and/or classified Government information (if applicable)

2.1.8 Operations During Emergency Situations

Individual contingency operation plans shall be activated immediately after determining that an emergency has occurred, shall be operational within twelve (12) hours of activation, and shall be sustainable until the emergency situation is resolved and normal conditions are restored or the contract is terminated, whichever comes first. In case of a life threatening emergency, the COR shall immediately make contact with his contractor Task Managers to ascertain the status of any contractor personnel who were located in Government controlled space affected by the emergency. When any disruption of normal, daily operations occur, contractor Task Managers and Contracting Officer Representatives (CORs) shall promptly open an effective means of communication and verify:

- Key points of contact (Government and contractor)
- Temporary work locations (alternate office spaces, telework, virtual offices, etc.)

- Means of communication available under the circumstances (e.g. email, webmail, telephone, FAX, courier, etc.)
- Essential work products expected to continue production by priority

The Government and contractor Task Managers must make use of the resources and tools available to continue AGENCY contracted functions to the maximum extent possible under emergency circumstances. Contractors must obtain approval from the COR and Contracting Officer prior to incurring costs over and above those allowed for under the terms of this contract. Regardless of contract type, and of work location, contractors performing work in support of authorized tasks within the scope of their contract shall charge those hours accurately in accordance with the terms of this contract.

2.2 Specific Tasks

2.2.1 List Task Here

2.2.2 List Task Here

2.2.3 List Task Here

2.2.4 List Task Here

3.0 INSPECTION AND ACCEPTANCE

The Contracting Officer's Representative for the Order (COR) is a Government official who has been delegated specific technical, functional and oversight responsibilities for this Contract. The COR is designated in the COR appointment letter, issued by the Contracting Officer, and is responsible for inspection and acceptance of all services, incoming shipments, documents, and services.

3.1 Acceptance Criteria

Certification by the Government of satisfactory services provided is contingent upon the Contractor performing in accordance with the terms and conditions of this order, and all amendments.

3.2 Contractor Payment Processing

The Contractor is responsible for properly preparing, and forwarding to the appropriate Government official, the invoice and receiving report for payment. The Contractor shall invoice in accordance with Section B of the Contract. The Contractor shall attach back up information to receiving reports for direct labor and Other Direct Costs (ODCs). Direct labor backup information shall reflect the person's name, job title and quantity of hours worked for each pay period at a minimum. Backup information for ODCs shall list all elements of costs, such as

travel breakout backup, including itinerary, dates of travel, name of employees traveling plus per diem costs shall accompany the receiving report.

3.3 Invoice Review

The COR may reject or require correction of any deficiencies found in the invoice or receiving report. In the event of a rejected invoice or receiving report, the Contractor must be notified in writing by the COR of the specific reasons for rejection.

4.0 DELIVERABLES

4.1 Delivery Address

All deliverables shall be submitted to the COR designated in the COR appointment letter, and others listed below.

< If additional addressees are required, remove the highlighting from the text above, and list the name, address, and email here. If additional addresses are NOT required, delete the above highlighted text. >

4.2 Method of Delivery

Electronic copies shall be delivered using Microsoft Office suite of tools (for example, MS WORD, MS EXCEL, MS POWERPOINT, MS PROJECT, or MS ACCESS format), unless otherwise specified by the COR. Electronic submission shall be made via email, unless otherwise agreed to by the COR.

< The Contractor shall make use of commercial best practices in the packing and shipment of packages, unless otherwise stated in this template. >

4.3 Shipping

The Contractor shall use the U.S. Postal Service standard delivery for delivery of materials, equipment, or required hardcopy documents. The COR must approve all exceptions to this requirement.

4.4 Government Acceptance Period

The COR will have five (5) workdays to review draft deliverables and make comments. The Contractor shall have two (2) workdays to make corrections. Upon receipt of the final deliverables, the COR will have two (2) workdays for final review prior to acceptance or providing documented reasons for non-acceptance. Should the Government fail to complete the review within the review period the deliverable will become acceptable by default.

The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted proposal. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor shall have five (5) workdays to correct the rejected deliverable and return it per delivery instructions.

4.5 Delivery Schedule Abbreviations

The following abbreviations are used in the delivery/deliverable schedule:

Abbreviation	Definition
COTR	Contracting Officer's Technical Representative for the Contract
DA	Days after
DACA	Days after contract award (award of this order)
Days	Calendar Days unless otherwise specified
E	Electronic Copy
H	Hard Copy
NLT	No Later Than
PWS Ref	Performance Work Statement Reference (paragraph number)

4.6 Deliverable/Delivery Schedule

< Please be sure to verify the Task Statement (TS) References as they relate to the deliverables since you are tailoring this template to your specific requirements. If a deliverable has been deleted in the Task Statement, enter “Not Applicable” under the **Initial** and **Subsequent** columns for that deliverable. >

A summary of deliverables follows. Copies are to be provided to the Government officials indicated in electronic file (E), and/or hard copy (H).

< Add or complete cells as applicable, indicating when all initial and subsequent deliverables are due , consistent with the PWS Reference paragraph.. >

Item	PWS Ref	Title	Dist	E	H	Initial	Subsequent
Deliverable 1	Appendix A	Non-Disclosure Agreement	COR		1 1	Signed statements are due, from each employee assigned, <i>prior to</i> performing ANY work on this task.	
Deliverable 2	2.1.1	Monthly Progress Report	COR	1 1	1 1	NLT 45 DACA	NLT 15 th of each month
Deliverable 3	2.1.2	Subcontract Expenditures Report	CO COR	1 1 1	1 1	NLT 90 DACA	Quarterly thereafter. A final submission reflecting all expenditures on this order is due within 5 days of completion of the order.
Deliverable 4	2.1.3	Work Breakdown Structure	COR	1 1	1 0		
Deliverable 5	2.1.4.a	Transition Plan – Incoming Transition	COR	1 1	1 0		
Deliverable 6	2.1.4.b	Transition Plan – Outgoing Transition	COR	1 1	1 0		
Deliverable 7	2.1.5	Program Management Plan	COR	1 1	1 0	NLT 5 DACA	
Deliverable 8	2.1.6	Quality Control Plan	COR	1 1	1 0	NLT 30 DACA	Updated as required
Deliverable 9	2.1.7	Contingency Operations Plan	COR	1 0	1 0	NLT 10 DACA	Updated quarterly

5.0 CONTRACT ADMINISTRATION DATA

5.1 Place of Performance

The Contractor shall perform primary activity at the < Delete the option that does not apply > Contractor’s / Government’s facility in < Enter City, State. >

5.2 Anticipated Level of Effort

The following is the estimated level of effort:

Labor Category	Estimated Hours
Total Estimated Hours	

5.3 Other Direct Costs (ODCs)

5.3.1 Travel

If travel is not anticipated, add "No Travel Anticipated" in the table. >

Arrangements for and costs of all travel, transportation, meals, lodging, and incidentals are the responsibility of the Contractor. Travel costs shall be incurred and billed in accordance with FAR Part 31. Costs for these expenses will be reviewed, certified and approved by the COR. All travel and transportation shall utilize commercial sources and carriers provided the method used for the appropriate geographical area results in reasonable charges to the government. The Government will not pay for business class or first-class travel. Lodging and meals shall be reimbursed in accordance with regulations defined in FAR PART 31. Estimated travel is indicated below:

From	To	Round Trip (Y/N)	# of Trips	# of People	# of Days

5.3.2 Travel Outside of the U.S.

< Include the following paragraph if there will be travel outside of the U.S. Otherwise, delete the following paragraph and substitute with, "Not Applicable for this Task." >

This order includes activity that may require contractor travel to destinations outside of the United States. The Contractor shall ensure that assigned participants allow sufficient lead-time to obtain valid passports, country clearances, and immunizations to support project activities. All travel outside of the U.S. required under this tasking shall be laid out in the travel matrix above.

5.3.3 Other Direct Costs (ODCs)

< If the requiring activity anticipates or requires ODCs that the contractor might incur, they should specify those ODCs in this section. Otherwise, delete the paragraphs below and enter "Not Required for this Task".

ODCs shall be billed on a cost reimbursable basis. Costs are defined as the purchase price of materials or service plus General and Administrative charges (G&A) or material and handling charges (M&H).

All ODCs shall be fully supported in compliance with all competition requirements of the FAR.

All ODCs shall be reported as stated in the Monthly Progress Report Section 2.1.1.

Estimated ODCs are as follows:

Description	Quantity
-------------	----------

6.0 OTHER TERMS, CONDITIONS, AND PROVISIONS

6.1 Non-Disclosure Agreement Delete if not needed

The Contractor shall ensure that the Non-Disclosure Statement (Appendix A) (Deliverable 1) is signed by all staff assigned to or performing on this Contract before performing any work, including all subcontractors and consultants. The Contractor shall also ensure that all staff understand and adhere to the terms of the non-disclosure statement, protecting the procurement sensitive information of the Government and the proprietary information of other contractors. Assignment of staff who have not executed this statement or failure to adhere to this statement shall constitute default on the part of the Contractor.

6.2 Information Assurance Delete if not needed

6.3 Enterprise Architecture (EA) Delete if not needed

6.4 Protection of Information Delete if not needed

6.4.1 FAR 52.224-1 -- Privacy Act Notification (1984)

6.4.2 FAR 52.224-2 -- Privacy Act (1984)

6.4.3 Dissemination of Information/Publishing Delete if not needed

There shall be no dissemination or publication, except within and between the Contractor and any subcontractors or specified Team members who have a need to know, of information developed under this order or contained in the reports to be furnished pursuant to this order without prior written approval of the AGENCY or the Contracting Officer. AGENCY approval for publication will require provisions which protect the intellectual property and patent rights of both AGENCY and the Contractor.

6.4.4 Contractor Employees

Contractor Identification

The contractor shall ensure that contractor personnel identify themselves as contractors when attending meetings, answering Government telephones, providing any type of written correspondence, or working in situations where their actions could be construed as official Government acts.

Attendance at Meetings Delete if not needed

Contractor personnel may be required to attend meetings or otherwise communicate with Government and/or other contract representatives to meet the requirements of this order. Contractor personnel make their contractor status known during introductions.

6.5 Access Requirements

6.5.1 Contractor access to AGENCY Network Systems Delete if not needed

The AGENCY Privacy Office website at _____ contains guidance regarding contractor access to the AGENCY Network/DoD Systems.

6.5.2 Contractor access to classified information ~~Delete if not needed~~

The Contractor will require access to classified data to perform this task.

6.6 Data Rights

< If your project has unique or special data rights/ownership issues, this paragraph may be supplemented with special language authorized by AGENCY OGC. > Unless the Contracting Officer agrees in writing to different rights, the Government will be provided unlimited rights to all software and data produced in performing this task/effort. (FAR 52.227-14).

6.7 Quality Assurance

The Government will review Monthly Progress Reports and will attend regular task performance review meetings with the Contractor to survey quality of products and services.

6.7.1 Quality Assurance Surveillance Plan (QASP)

< Development of the QASP is a key component of the Performance Based Acquisition planning process. The connection between the performance work statement and the QASP is so fundamental that FAR 46.401 specifies that the QASP should be prepared in conjunction with the preparation of the statement of work. A draft QASP will be submitted with the requirement (See Appendix E). The QASP is nevertheless a “living document” and the Government may review and revise it on a regular basis. The Government should coordinate any QASP changes with the contractor. >

The Government intends to utilize a Quality Assurance Surveillance Plan (QASP) to monitor the quality of the Contractor’s performance. The oversight provided for in the order and in the QASP will help to ensure that service levels reach and maintain the required levels throughout the contract term. Further, the QASP provides the COR with a proactive way to avoid unacceptable or deficient performance, and provides verifiable input for the required Past Performance Information Assessments. The QASP will be finalized immediately following award and a copy provided to the Contractor after award. The QASP is a living document and may be updated by the Government as necessary.

6.7.2 Performance Requirements Summary Matrix

By monitoring the Contractor, the COR will determine whether the performance levels set forth in the order have been attained. Performance standards are specified in the following Performance Requirements Summary Matrix in the Standard and Acceptable Quality Level columns.

< Complete the following matrix to include the key activity you will be using to determine whether the contractor is successfully performing on the contract. This matrix is provided to ensure that both parties have a common understanding as to what “successful performance” looks like. These performance standards are important in that they will tie back to your Quality Assurance Surveillance Plan (QASP) and the information in this table will give the Government leverage with the contractor should performance issues arise. The tasks listed below are only examples.

Keep the table simple and clear but identify specific, meaningful and significant tasks. For example, timely submission of reports is insufficient. Key tasks specified in section 2.2 of this statement of work should be reflected in the Performance Requirements Summary. Only establish a surveillance method for those tasks and deliverables you intend to survey.

Some examples of contract incentives include: bonus payments, price/fee reductions, increased award fees on cost plus award fee contracts, reduction in contract surveillance and/or reporting requirements, positive performance evaluation reports, or additional performance periods. (Award Term). Note: Financial penalties are not incentives and are not to be used.

Task	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive
1. Front Desk Support	Provide professional, courteous, and quality service to ___ office and customers.	Number of complaints in a quarter.	No more than one complaint per quarter.	Observation and written or oral complaints.	Past performance rating
2. Front Desk Coverage	Provide continuous coverage of the front desk during duty hours (0800 to 1700).	Number of instances where the front desk is left uncovered for more than three consecutive minutes.	Not more than 3 failures to comply per quarter.	Observation.	Past performance rating
3.					

< NOTE: Number one (1) and two (2) above are EXAMPLES. Delete before submitting your package. >

6.7.3 Performance Evaluation Process

< Include this paragraph only for Contracts with a total estimated cost – including all option periods – of \$1,000,000 or more. If your order is not anticipated to exceed \$1,000,000, remove the following paragraph and substitute with “Not Applicable for this Task”. >

The Contractor Performance Assessment Reporting System (CPARS) has been adopted by AGENCY to electronically capture assessment data and manage the evaluation process. CPARS is used to assess a contractor’s performance and provide a record, both positive and negative, on a given contract during a specific period of time. The CPARS process is designed with a series of checks and balances to facilitate the objective and consistent evaluation of contractor performance. Both government and contractor program management perspectives are captured on the CPAR form and together make a complete CPAR. Once the Assessing Official completes the proposed assessment for the period of performance, the CPARS is released to the appropriate Government Contractor Representative for their review and comments. User ID and Password will be provided to the designated Government Contractor Representative upon issuance of a Contract. The contractor has 30 days after the Government's evaluation is completed to comment on the evaluation. The Government Contractor Representative

must either concur or nonconcur to each CPAR. If the contractor concurs with the proposed assessment and the Reviewing Official does not wish to see the CPAR, the Assessing Official may close out the CPAR. Otherwise, they must forward the CPAR to the Reviewing Official for them to review, enter comments if appropriate, and close out. The Reviewing Official may at their option direct the Assessing Official to forward every CPAR to them for review.

6.8 Government Furnished Equipment (GFE)/ Information (GFI)/Facilities

6.8.1 Government Furnished Facilities

< If this task will be performed in Government provided facilities, include the first paragraph below. If access to Government facilities is not needed by the Contractor, delete the following paragraph and substitute with “Not Applicable for this Task”. >

The Government will provide office facilities, equipment, and materials for daily business use of staff called for under this order. This shall include office space, desk, telephone, chair, computer, shared printer, and requisite consumable materials.

< Include the following sentence only if the Contractor will be provided keys to the Government facility. If no keys will be provided, delete the sentence below. >

The Contractor will be provided keys or codes for access to the Government facility. These keys and codes shall be controlled, tracked, and protected. Upon termination of the period of performance, all keys and/or access badges to the Government facility will be turned in to the COR.

6.9.2 Government Furnished Equipment/Information/Property

Complete the table below by listing all equipment/information/property that the Government will be furnishing to the Contractor. If not currently known, state “None at this time” in the table below. Note: if any GFE is subsequently provided, a modification must be issued to reflect the GFE. >

The Government shall be providing the following equipment/information/property:

Description	ID or Serial #	Quantity

The Contractor shall maintain a detailed inventory accounting system for Government Furnished Equipment/Material or Contractor-Acquired-Government Owned Property (CAP). The inventory accounting system must specify, as a minimum: product description (make, model), Government tag number, date of receipt, name of recipient, location of receipt, current location, purchase cost (if CAP), and contract/order number under which the equipment is being used. The Contractor shall either: a) attach an update inventory report to each Monthly Progress Report, or b) certify that the inventory has been updated and is available for Government review. In either case the Contractor’s inventory listing must be available for Government review within one business day of COR request.

6.9 Section 508 Requirement

The Contractor shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). Specifically, the procurement, development, maintenance, or integration of electronic and information technology (EIT) under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at [CFR part 1194](#).

< Delete the above section if one of the following applies:
If a FAR 39.2 exception is granted
If this procurement does not include procurement, development, maintenance or integration of EIT
If this is NOT required, retain the section numbering and heading and replace the text to state “Not Applicable for
this Task”. >

6.10 Other Special Considerations

< If you have other special instructions related to your program, add them here. If not, delete the highlighted text. >

7.0 APPLICABLE DOCUMENTS AND DEFINITIONS

< Provide complete citations for specific documents that will be crucial to performance of the work, and that should be brought to the attention of the Contractor. Indicate whether the Government will provide any of the documents. >

7.1 Compliance Documents

The following documents provide specifications, standards, or guidelines that must be complied with in order to meet the requirements of this order:

- < List document references with which the Contractor is required to comply. >

7.2 Reference Documents

The following documents may be helpful to the Contractor in performing the work described in this document:

- < List documents that simply provide information to the Contractor that may be useful in performing the contract. >

ACQUISITION MEMOS

Procurement Acquisition Lead Times



Memorandum

U.S. Department of
Transportation
Office of the Secretary
Of Transportation

Subject: Standard Procurement Administrative Lead Times (PALT) **Date:** July 1, 2009

From: Carmencita D. Jones, Associate Director
Acquisition Services, M-63

Reply to:
Attn of:

To: OST Acquisition Customers

The Office of the Senior Procurement Executive, Acquisition Services, developed standard Procurement Administrative Lead Times (PALT) to support your acquisition planning efforts. This memorandum outlines the procurement lead times required to complete various acquisition types and is not to be confused with the procurement action cut-off date memorandum that is issued annually to our customers. These PALT times should be utilized throughout the year to help you plan for the timely execution of an acquisition.

The required lead times established in Attachment (1) are based upon the time it takes Acquisition Services to process certain procurements after receipt of a completed package. A list of the tasks required to complete each acquisition is identified in Attachment (2). These are tasks that must be completed by both Acquisition Services and the program offices to ensure timely completion of a procurement action. The timeframes and tasks identified may be impacted by project complexity, timeliness of program participation, and other external influences.

The estimated timeframes are based upon receipt of a completed procurement package by Acquisition Services. At a minimum, all service requirements forwarded to Acquisition Services must include a statement of work (SOW), performance work statement (PWS) or statement of objectives (SOO). All PRs must include an Independent Government Cost Estimate (IGCE). Procurement requests with a value of \$100,000 or more must also include a completed DOT Form 4250.1 Small Business Program review form in accordance with the Transportation Acquisition Manual (TAM) SUBCHAPTER 1219.5--SET-ASIDES FOR SMALL BUSINESS - 1219.501(d) General available at <http://www.dot.gov/ost/m60/> Depending on the type and complexity of the acquisition additional documentation may be required. This includes but not limited to:

- Market Research
- COTR Nomination Memorandum
- Acquisition Plan/Source Selection Plan
- Justification for Other than Full and Open Competition
- Technical Evaluation Criteria

Strong coordination and early communication with your supporting Contracting Team Leader (CTL) is encouraged as early as possible in the requirements process to jointly identify the best approach for successfully accomplishing your procurement. The contract information for your CTL is identified in Attachment (3). Should you have questions, do not hesitate to contact the appropriate CTL.