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| Informational Guidance |

IG5306   
Other Than Full and Open Competition Justification and Approval

## Preparation Guide and Template

[*Revised July 14, 2011*]

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**Chapter 1**

## PREFACE

This guide was written to help you prepare and process Justification and Approvals (J&A) for the use of other than full and open competition. The guide will help you answer questions such as: Do I need a J&A? What is the basis for the justification? What goes in the J&A? Who approves the J&A? How is the J&A processed? The aim is to consolidate multiple levels of regulatory requirements into an easy to use guide. In addition, this guide provides practical lessons learned, and contains references to the statutory and regulatory documents whenever possible. While this guide includes templates to help ensure all salient points are addressed, J&As must not be prepared in boilerplate style without careful attention to substantiating information specific to the acquisition. The requirement for preparing J&As is statutory. The 1984 legislation that established the J&A requirement is known as the Competition in Contracting Act (CICA). The law was codified in [10 USC 2304](http://www4.law.cornell.edu/uscode/html/uscode10/usc_sec_10_00002304----000-.html) and is implemented in the [Federal Acquisition Regulation (FAR) Part 6](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm) and its associated supplements. This guide is not intended to serve as a substitute for these regulations. Therefore, as each topic is discussed, specific regulatory citations are provided.

## Chapter 2

**WHEN IS A JUSTIFICATION & APPROVAL REQUIRED?**

[10 USC 2304(c)](http://www4.law.cornell.edu/uscode/html/uscode10/usc_sec_10_00002304----000-.html), as implemented by [FAR 6](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm), requires the use of full and open competition, unless permitted by one of seven statutory exceptions. If awarding a contract under “other than full and open competition” procedures, some form of written documentation is normally required. Chapter 3 of this guide describes each of the seven statutory authorities for the use of “other than full and open competition” procedures. Depending on the authority used, the specific form of written documentation will vary. Examples include: Justification and Approval (J&A), Determinations and Findings (D&F), or an International Agreement Competitive Restrictions (IACR) document.

Written documentation may also be required if awarding a contract using full and open competition after exclusion of one or more sources. If you are excluding a class or classes of sources in order to conduct a small business set‑aside, or an 8(a) acquisition, no written justification or determination is required. If you are excluding one or more sources for other reasons, such as to maintain or develop alternative sources of supplies or services, a D&F must be prepared by the contracting officer (CO) and approved as prescribed in [AFFARS 5306.202](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/affars/5306.htm). Refer to [FAR 6.2](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm) and supplements for procedures and guidance if you are conducting a full and open competition after exclusion of sources.

Proposed modifications generally constitute new work when, a) an individual modification or the cumulative effect of previous modifications results in changes that were not fairly and reasonably included in the synopsis or notice that advised the public of the planned original procurement; or b) when proposed changes are not within the scope of the original contract award. New work requires competition unless one of the seven exceptions to competition found in [FAR 6.302](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm) applies. If an exception to competition applies for the new work, program officials must justify and seek approval for other than full and open competition, typically in a J&A.

“Full & open competition” is specifically defined in the statute as well as in Chapter 5 of this guide. The existence of “competition” does not necessarily mean full and open competition exists. If only a limited number of sources are able to compete due to competitive barriers that are inherent in the government’s requirement, a J&A may be required. Even when full and open competition does not exist, the CO is required to “solicit offers from as many potential sources as is practicable under the circumstances” ([FAR 6.301 (d)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)). In addition, the existence of an approved J&A does not automatically allow the government to reject proposals from sources not identified in the J&A. The government is obligated to consider any proposal received from a responsible source.

These requirements apply to all new contracts and modifications except:

1. Acquisitions made under the simplified acquisition procedures of [FAR 13](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/13.htm);

2. Contracts awarded under procedures expressly authorized by statute (other than those specifically addressed under the authority of [10 USC 2304(c)(5)](http://www4.law.cornell.edu/uscode/html/uscode10/usc_sec_10_00002304----000-.html));

3. Contract modifications that are within the scope and under the terms of an existing contract (e.g., changes clause actions, exercise of contract options when initially priced and evaluated under full and open competition, etc.);

4. Orders placed under indefinite-quantity contracts when the contract was awarded under the procedures of [FAR 6.1](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm) or [6.2](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm) and all responsible sources were realistically permitted to compete for the requirements in the contract or when the contract was awarded under [FAR 6.3](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm) and the contract’s J&A adequately covered the requirements specified in the order.

**Chapter 3**

**AUTHORITIES FOR USING OTHER THAN FULL AND OPEN COMPETITION**

The requirements for documentation and approval vary depending upon the authority that applies. The following paragraphs describe conditions when each authority may be appropriate, key issues to address, and documentation requirements.

[10 USC 2304(c)(1)](http://www4.law.cornell.edu/uscode/html/uscode10/usc_sec_10_00002304----000-.html)

**ONLY ONE RESPONSIBLE SOURCE (OR LIMITED NUMBER)**

Guidance regarding use of this authority is at [FAR 6.302-1](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm). It applies when either the required supplies or services are available from only one responsible source, or, for DoD, when one or a limited number of responsible sources can satisfy agency requirements. Solicitations for other than full and open competition will not be released until the J&A has been approved when proceeding under this authority.

When Appropriate:

This authority is appropriate when impediments to full and open competition are known to exist, even though there may be more than one potential source. It is normally used for follow-on acquisitions when only specified sources are capable of performing the effort due to their involvement in earlier phases or contracts. The key to distinguishing a limited competition from a full and open competition is the type of information provided in or with the solicitation. If the offerors must possess additional information from previous efforts under the program in order to perform the proposed contract and the government is unable to provide this information, the competition is not full and open. This does not mean that the information must be so detailed that even Joe’s Garage could build a radar system. Potential competitors must have appropriate financial and technical resources (or the ability to obtain them) and the technical experience and organizational controls needed to accomplish the work within the required or proposed delivery schedule. The use of this exception may be appropriate under the following conditions:

1. A unique and innovative unsolicited research proposal is received that does not resemble the substance of a pending competitive acquisition (see [FAR 6.302-l(a)(2)(i)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm), [FAR 15.6](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/15.htm) and [DFARS 206.302-l(a)(2)(i.)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfars206.htm#P85_2892)).

2. A follow-on contract is planned for the continued development or production of a major system or highly specialized equipment, when award to any other source would result in substantial duplication of costs (which could not be recovered through competition) or unacceptable delays in fulfilling the agency requirements (see [FAR 6.302-l(a)(2)(iii)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)).

3. A follow‑on contract is planned for the continued provision of highly specialized services, when award to any other source would result in substantial duplication of costs or unacceptable delays (see [FAR 6.302-l(a)(2)(iii)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)).

4. The existence of limited rights in data, patent rights, copyrights, secret processes, the control of basic raw materials, or similar circumstances, make the supplies or services available from only one source (see [FAR 6.302-l(b)(2)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)).

5. When acquiring utility services, circumstances dictate that only one supplier can furnish the service (see [FAR 6.302-l(b)(3)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)).

6. The equipment has been designated as standard under the DoD Standardization Program and only one source is available (see [FAR 6.302-l(b)(4)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)).

7. There is other reasonable basis to conclude that the government’s minimum needs can only be satisfied by unique supplies or services available from only one or a limited number of suppliers with unique capabilities (see [FAR 6.302-l(b)(l)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)).

8. An acquisition that uses a brand name description or other purchase description to specify a particular brand name, product, or feature of a product, peculiar to one manufacturer. However use of brand name or equal descriptions or other purchase descriptions that permit offerors to propose products other than the specific brand name product do not require J&As [[FAR 6.302-1(c)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)].

**Key Points for the Justification:**

The single most important part of any justification citing this authority is the market research, (see [FAR Part 10](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/10.htm)). Only by a thorough review of the marketplace including commercial items and non-developmental items can our assumptions regarding the specified source’s unique capabilities be validated. The justification, or an attachment to the justification, must identify all sources that expressed an interest in the requirement, and provide details regarding the evaluation of capabilities of potential sources.

If the justification is based on “substantial duplication of costs” or “unacceptable delays”, the justification must quantify the costs in terms of either time or money and provide the basis for these estimates. The official approving the justification must determine that either: 1) a substantial duplication of costs will occur and the amounts of these duplicated costs are not likely to be recovered through competition, or 2) delays in fulfilling the agency’s needs are unacceptable. To make an informed decision about whether the amount of duplicated cost is substantial, the approving official must be provided (and the J&A must include) an estimate of the amount of those costs. The basis for the estimates must be documented in the contract file. Similarly, to make an informed decision about whether or not the amount of duplicated cost is likely to be recovered through competition, the J&A should cite the estimated cost of completing the competitive process and offset that by the amount of cost savings that are likely to be generated by competition. Finally, in making an informed decision about whether anticipated delays are “unacceptable”, the approving official must understand and the J&A must include the length of the anticipated delay, and a description of exactly what is being delayed.

If the justification is based upon the absence of required data or the existence of limited rights in data, the justification must thoroughly document the actions taken to obtain missing data or to validate, challenge or otherwise remove this impediment. The mere existence of such rights or circumstances does not in and of itself justify use of this authority. If rights are limited by patents or copyright, authorization and consent procedures may be used under [28 USC 1498](http://www4.law.cornell.edu/uscode/html/uscode28/usc_sec_28_00001498----000-.html) to permit offerors to circumvent such restrictions (see [FAR Part 27](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/27.htm)). If limited rights in technical data apply, the government may negotiate purchase of unlimited rights, royalty provisions, government purpose license rights, or other arrangement to overcome this impediment. NOTE: In accordance with [DFARS 227.400](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfars227.htm#P173_6519), DoD activities shall use the guidance in [DFARS 227.71](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfars227.htm#P451_36155) and [227.72](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfars227.htm#P1053_110907) instead of the guidance in [FAR Part 27.4](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/27.htm).

Lastly, the justification must thoroughly describe the unique capabilities or qualifications of the designated source or sources that form the basis for the justification.

[10 USC 2304(c)(2)](http://www4.law.cornell.edu/uscode/html/uscode10/usc_sec_10_00002304----000-.html)

# UNUSUAL AND COMPELLING URGENCY

Guidance regarding use of this authority is at [FAR 6.302-2](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm) and supplements thereto. It applies when the need for supplies or services is of such an unusual and compelling urgency that the government would be seriously injured unless the number of sources solicited is limited to those specified. As with exception 1, this limited competition is not necessarily the same as “sole source”. The CO is obligated to request offers from as many potential sources as practical under the circumstances. Contracting Officers shall contact SAF/AQCK as soon as practicable when contemplating an award under the authority cited in [FAR 6.302-2](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm) for J&As requiring SPE approval. When citing this authority, the J&A may be prepared and approved after contract award or issuance of an undefinitized contract action when preparation and approval prior to award would unreasonably delay the acquisition. ([FAR 6.302‑2(c)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm))

**When Applicable:**

For example, this authority was used to provide rapid deployment of developmental systems to support Operation Desert Shield/Desert Storm. The authority has also been used to extend existing critical service contracts when the award of a follow‑on contract has been delayed by conditions that could not have been foreseen, such as protests prior to award. The authority may apply whenever unusual urgency precludes full and open competition and delay of the award would result in serious injury, financial or other, to the government. This authority is typically used in conjunction with expedited contracting procedures, such as undefinitized contract actions (e.g., unpriced orders and letter contracts ‑ see [FAR 16.6](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/16.htm) and [DFARS 217.74](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfars217.htm#P784_42209)). Typically, these requirements are also granted exceptions from the requirement to publicize the anticipated contract action per [FAR 5.202](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/05.htm). When using this authority for replenishment spares, it applies only to the minimum quantity needed to preclude harm to the government. [DFARS PGI 206.302-2](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/PGI%20206_3.htm) cites several examples where this authority might be invoked.

**Key Points for the Justification:**

The most critical aspect of these justifications is quantifying the nature of the serious injury. If any delay will place financial obligations on the government, these costs must be estimated and the basis of the estimate explained in the justification. If potential personnel injuries or loss of life are possible, describe the conditions that create this condition and why no actions other than the planned acquisition could avert these conditions. If the defensive posture of the United States would be seriously jeopardized, explain the impaired defensive capability.

The justification must explain the extent to which competition is limited (one source or multiple sources) and show that competition was obtained to the maximum extent possible given the conditions described in the justification. If the conditions surrounding the acquisition are similar to those cited under exception 1 (i.e., only one responsible source), be sure to detail these competition impediments in the justification to provide additional support for the limitation of competition.

[10 USC 2304(c)(3)](http://www4.law.cornell.edu/uscode/html/uscode10/usc_sec_10_00002304----000-.html)

**INDUSTRIAL MOBILIZATION; OR ENGINEERING, DEVELOPMENTAL, OR RESEARCH CAPABILITY**

Guidance regarding use of this authority is at [FAR 6.302-3](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm). It applies when it is necessary to award the contract to a particular source or sources in order to (i) maintain a facility, producer, manufacturer, or other supplier in case of national emergency or to achieve industrial mobilization or (ii) to establish or maintain an essential engineering, research or development capability provided by an educational or non‑profit institution or federally funded research and development center. Solicitations for other than full and open competition will not be released until the J&A has been approved when citing this authority.

**When Applicable:**

This authority has been used to authorize non-competitive renewal of contracts with Federally Funded Research and Development Centers (FFRDC). Its use with development or production contracts would be unusual and would require some form of national emergency such as war or high level direction relating to industrial mobilization or protection of a valuable defense industry. [FAR 6.302-3(b)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm) lists several examples where the use of this authority may be appropriate.

**Key Points for the Justification:**

The most important part of justifications citing this authority is demonstrating the need to maintain the capability possessed by the identified source(s). Some form of market survey may be critical in demonstrating the uniqueness of this capability. In the case of a FFDRC, however, that uniqueness is normally inherent in the source’s designation as an FFRDC. If it is inappropriate to pursue actions to foster future competition, be sure to explain why no actions are planned or underway.

[10 USC 2304(c)(4)](http://www4.law.cornell.edu/uscode/html/uscode10/usc_sec_10_00002304----000-.html)

**INTERNATIONAL AGREEMENT**

Guidance regarding use of this authority is at [FAR 6.302-4](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm). It applies when competition is precluded by the terms of an international agreement or a treaty between the United States and a foreign government or international organization, or the written direction of a foreign government reimbursing DoD for the costs of the acquisition. When citing this authority within DoD, an International Agreement Competitive Restrictions (IACR) document is prepared rather than a J&A ([DFARS 206.302-4](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfars206.htm#P114_4849)) and is approved by the contracting officer ([AFFARS 5306.302-4](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/affars/5306.htm)). If circumstances other than international agreement require use of other than full and open competition when acquiring goods and services for foreign governments, this authority is inappropriate and a J&A must be processed under the applicable authority.

**When Appropriate:**

Whenever we are purchasing supplies or services under an international agreement for non-U.S. customers, this authority may be appropriate. This authority may be used in circumstances such as:

1. When the acquisition is to be reimbursed by a foreign country (e.g., Foreign Military Sales) and that country has specified in written direction, such as a Letter of Offer and Acceptance, that the supplies or services be acquired from a particular firm.

2. When the planned contract is for supplies to be used, or services to be performed, in the sovereign territory of another country and the terms of a treaty or agreement specify or limit the sources to be solicited.

**Key Points for the IACR:**

A copy of the pertinent parts of that documentation that has the effect of restricting competition by the requirements activity must be attached to the IACR. Note that [FAR 5.202(a)(3)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/05.htm) permits an exception to the requirement to publicize the proposed contract action when competition is limited by the terms of an international agreement.

[10 USC 2304(c)(5)](http://www4.law.cornell.edu/uscode/html/uscode10/usc_sec_10_00002304----000-.html)

**AUTHORIZED OR REQUIRED BY STATUTE**

Guidance regarding use of this authority is at [FAR 6.302-5](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm). It applies when statute expressly authorizes or requires the acquisition to be made through another agency or from a specified source. It may also be used when brand name commercial items are purchased for authorized resale (e.g., Commissary sales, etc.). Solicitations for other than full and open competition will not be released until the J&A has been approved when citing this authority. However a J&A is not required under the following conditions:

1. When contracts will be awarded IAW [41 USC 46-48c](http://www4.law.cornell.edu/uscode/html/uscode41/usc_sup_01_41_10_1.html) ([FAR 8.7](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/08.htm)), Qualified Non-Profit Agencies for the Blind or other Severely Handicapped.

2. When contracts will be awarded IAW [15 USC 637](http://www4.law.cornell.edu/uscode/html/uscode15/usc_sec_15_00000637----000-.html) ([FAR 19.8](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/19.htm)), sole source awards under the 8(a) Program.

3. When acquiring brand name commercial items for authorized resale at a commissary or similar facility.

4. When awarding contracts under any other statute that expressly require the procurement to be made from a specified source.

5. When competitive contracts will be awarded using the HUBZone or Service Disabled Veteran-Owned Small Business set-aside program (reference [FAR 6.205](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm) and [6.206](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)).

**When Applicable:**

[10 USC 2361](http://www4.law.cornell.edu/uscode/html/uscode10/usc_sec_10_00002361----000-.html) as implemented by [DFARS 206.302-5(c)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfars206.htm#P118_5302) specifically precludes use of this authority for awards to colleges or universities for the performance of research and development, or the construction of any research or other facility unless certain conditions are met. If your acquisition involves this type of statutory direction, you should refer to the DFARS and consult the Staff Judge Advocate.

The authority of [10 USC 2304(c)(5)](http://www4.law.cornell.edu/uscode/html/uscode10/usc_sec_10_00002304----000-.html) may be used to justify other than full and open competition when the statute authorizes, or requires the procurement to be made from a specified source or sources. [FAR 6.302-5(b)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm) specifically cites the following situations where use of this authority may be appropriate and a J&A is required:

1. Contracts to be awarded pursuant to [18 USC 4124](http://www4.law.cornell.edu/uscode/html/uscode18/usc_sec_18_00004124----000-.html) ([FAR 8.6](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/08.htm)), Federal Prison Industries (UNICOR).

2. Contracts for government Printing and Binding IAW [44 USC 501-504](http://www4.law.cornell.edu/uscode/html/uscode44/usc_sup_01_44_10_5.html), and [1121](http://www4.law.cornell.edu/uscode/html/uscode44/usc_sec_44_00001121----000-.html) ([FAR 8.8](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/08.htm)).

3. When sole-source contracts will be awarded using the HUBZone or Service Disabled Veteran-Owned Small Business set-aside program (reference [FAR 6.205](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm) and [6.206](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)).

[10 USC 2304(c)(6)](http://www4.law.cornell.edu/uscode/html/uscode10/usc_sec_10_00002304----000-.html)

**NATIONAL SECURITY**

Guidance regarding use of this authority is at [FAR 6.302-6](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm). Use of this authority may be appropriate for certain highly sensitive classified programs. It applies when disclosure of the government’s needs would compromise national security and it is necessary to limit the number of sources who are solicited. Solicitations for other than full and open competition will not be released until the J&A has been approved when citing this authority.

**When Applicable:**

This authority may be used when disclosure of the government’s needs would violate security requirements. It should not be used simply because the acquisition is classified or merely because access to classified material will be necessary to submit a proposal or perform the contract. The distinction is the fact that the disclosure of the basic need or overall requirement itself would compromise national security.

**Key Points for the Justification:**

Documentation for this type of program is typically limited to the minimum essential information to establish validity of the justification. In this case, the J&A would be a classified document. Special handling procedures exist for processing such documentation to the approval authority. Only parties with a “need to know” **and** theproper level of security clearance should be permitted access to the documentation. Such acquisitions would also be exempt from synopsis under [FAR 5.202(a)(1)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/05.htm).

[10 USC 2304(c)(7)](http://www4.law.cornell.edu/uscode/html/uscode10/usc_sec_10_00002304----000-.html)

**PUBLIC INTEREST**

Guidance regarding use of this authority is at [FAR 6.302-7](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm). Use of this authority is extremely rare. It applies when the Secretary of Defense, Secretaries of the Services or head of any executive agency determines that the use of full and open competition is not in the public interest for the particular acquisition concerned. This authority may only be used when the Secretary of Defense, Secretaries of the Services, or head of any executive agency makes a written determination and findings (reference [FAR Part 1.7](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/01.htm)) and Congress is notified in writing of this determination not less than 30 days prior to award of the contract. The contracting officer must prepare a justification to support the secretarial determination and may not release the solicitation until the determination has been approved.

**When applicable:**

This authority may only be used when none of the other authorities is appropriate. The determination may not be made on a class basis.

**Key Points for the Justification:**

Describe the reasons full and open competition is not in the public interest and why no other authority is appropriate for use.

**Chapter 4**

**J&A PROCEDURES**

### Procedures for J&A changes

The following procedures are applicable to J&A changes that require Assistant Secretary of the Air Force (Acquisition) [ASAF (A)] approval. The CO should submit such changes to SAF/AQCK for processing. These procedures should also be used, as applicable, for J&As not requiring ASAF(A) processing.

(a) *Before approval.* During its review, SAF/AQCK or any Secretariat office may recommendchanges to the J&A. The CO may accomplish these changes or any other changes by submitting change pages to SAF/AQCK for inclusion in the final document. Unless otherwise established by MAJCOM procedures, re-coordination below the Secretariat level is not required for these changes.

(b) *After approval.*

(1) Regardless of dollar value, if a proposed change is for new effort outside the scope of the original J&A, the contracting officer should submit a new J&A as a stand-alone document to the appropriate approving authority. New work should not commence until the new J&A is approved.

(2) Before contract award, if the dollar value is expected to exceed the original J&A approval authority, the contracting officer should submit an amended J&A to the appropriate approving official and obtain approval. Clearly identify the dollar increase from the approved J&A.

(3) After contract award, if the dollar value of an in-scope change exceeds the original J&A approval authority or increases the approved J&A dollar value by 50 percent or more, the contracting officer shall submit an amended J&A to the appropriate approving official. Clearly identify changes from the approved J&A.

(4) A new or amended J&A is not required for:

(i) a decrease in the dollar value or scope of the effort;

(ii) an increase in the estimated dollar value of the in-scope effort except for an increase as described in (2) or (3) above.

(c) *Scope.*

(1) For Indefinite Delivery Indefinite Quantity (IDIQ) supply contracts, use the dollar value of the total estimated orders as the estimated J&A dollar value. Quantities in excess of the maximum require an amendment or new J&A as appropriate*.* (See (b) above.)

(2) The test of whether a particular action is within the scope or outside the scope of the contract action and the J&A should consider the following:

(i) For hardware/supplies contract actions, the J&A item quantity provides one boundary to scope. The description of the effort, the SOW, and identification of what is to be priced provides another boundary to scope. For example, when acquiring new aircraft, it is not unusual to also acquire data, support equipment, training, and price these items during initial negotiations. However, additional quantities, spares, and major upgrades are generally outside the scope of the initial contract action.

(ii) For service contract actions, the J&A period of performance or required hours provides one boundary to scope. If the number of hours is unknown, a dollar estimate in the form of a “not-to-exceed” should be used to define the scope of the action. The description of the effort, the SOW, and the effort to be priced and negotiated provides a second boundary to the scope. For example, task orders within the SOW using the correct labor categories at agreed rates normally are considered to be in-scope and no additional J&A approval is necessary. Generally, extensions beyond the period of performance would be an out of scope action.

(iii) When contracts have a mix of hardware deliverables and service functions such as Interim Contracting Support (ICS) and logistics support, the contracting officer must periodically compare the contract to the approved J&A to make sure all actions are covered by the authority of the J&A. In making scope determinations, the considerations in (i) should be applied to the hardware portion of the contract and the considerations in (ii) should be applied to the services function.

(iv) Caution is advised to avoid associating the scope of the program with the scope of the J&A. Contracts may contain CLINs that have been set aside for future negotiations, some of which may be covered by the approved J&A and some may require a stand-alone J&A before they can be incorporated into the contract. Simply because a CLIN or SOW paragraph exists may not be determinative of whether an action is in-scope or out of scope. In addition, general references to the overall scope of a program in various acquisition planning documents should not be automatically associated with the instant contract action.

(3) Below are some examples of program/J&A changes and actions required:

(i) A J&A estimated and approved at $8 million results in a contract award of $9.5 million, but the scope of original J&A (quantity and/or effort) is unchanged. No new or amended J&A is required.

(ii) A J&A initially estimated and approved at $9 million, however the resulting contract is for $12 million and the scope has not changed. Prior to award, an amended J&A must be submitted to the appropriate approving official. (The approving official authority was breached.).

(iii) The J&A, for a cost-type contract, cites an estimate of $7 million. The contracting officer issues a modification to increase the obligated funds to $9 million with no change in the scope of the contract. No action required.

(iv) The J&A for a cost-type contract cites an estimate of $9 million. The contracting officer previously increased the obligated contract amount to $10.5 million. The contracting officer plans two actions, one for $3 million with no change in scope and another action six months in the future for $5 million, which will add new work. The contracting officer must submit an amended J&A to the appropriate approval official for the $3 million action before obligating additional funds because the previous approving official’s authority has been breached. However, for the $5 million new effort, a stand-alone J&A is appropriate because it is outside the scope of the original J&A and does not involve an approval threshold.

(v) A contract was awarded for $8 million (the amount of approved J&A). The contracting officer anticipates issuing a change to add work outside the scope of the contract for $4 million. A new J&A must be submitted by the contracting officer to the appropriate approving official.

(vi) The J&A was estimated and approved for $90 million. A contract was issued for this amount but two years after award, the contracting officer expects to issue a change raising the contract amount to $140 million, and there has been no change in scope. The contracting officer should submit an amended J&A and explain the 50 percent increase in value.

### Procedures for Class J&As

(a) Class justifications and International Agreement Competitive Restrictions (IACR) documents may be used in certain circumstances. For example, they may be used when citing similar justification authority for a group of related contracts for the same or related supplies or services. Each class J&A or IACR must clearly establish for each contract:

(1) The supplies and services that may be acquired;

(2) Contractor(s) and contract type;

(3) The estimated contract value; and

(4) The time period for award and contract performance (including options).

NOTE: Information that is the same for multiple contracts need not be restated for each.

(b) Describe each contract to be approved under a class J&A or IACR as precisely as possible. For replenishment spares, a definite list of stock numbers or part numbers must be included or identified. Additional items cannot be acquired unless an amendment to the J&A or IACR is approved. If the NSN/part number changes due to an ECP, modification, etc., during the effective period of the J&A, a new J&A is not required since these are not new items. The contracting office must maintain a list of all approved items under the J&A or IACR. No parts should be included for which a planned competitive strategy will exist during the term of the J&A or IACR. The J&A should discuss potential for future competition for spare parts included in the list.

(c) All contracts within a class should fall within the same statutory authority. Where a different authority is needed for a contract action, a separate J&A should be prepared.

**Chapter 5**

###### DEFINITIONS

**Competition**: When used in relation to the award of a contract, competition includes both “full and open competition” and other types of competition between a limited number of sources. A justification and approval is normally required when only a limited number of responsible sources are permitted to compete for contract award.

**Competition Advocate**: An individual designated by the head of each agency to serve as an advocate for competition for the agency and each procuring activity in accordance with Section 20 of the Office of Federal Procurement Policy Act. The job of the competition advocate is to promote “full and open competition” and challenge barriers to such competition.

**Class Justification & Approval**: A J&A providing authority for a class (or group) of contracts for the same or related supplies or services that require essentially identical justifications. The contracting officer must make a written determination that an individual contract action may be awarded within the scope of a class J&A before such actions are awarded ([FAR 6.303-1(c)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)).

**Full & Open Competition**: When used with respect to contract actions, means that all “responsible” sources are permitted to compete ([FAR 6.1](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)). Small business set-asides, 8(a) competitions, and so forth are considered full and open competition ([FAR 6.2](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)).

**International Agreement**: An agreement between the United States and a foreign government or international organization. An international agreement may be a treaty, Letter of Offer and Acceptance, Memorandum of Agreement, etc.

**International Agreement Competitive Restrictions (IACR)**: A document that may be prepared pursuant to [DFARS 206.302-4(c)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfars206.htm#P114_4849) which authorizes the use of other than full and open competition under the authority of [10 USC 2304(c)(4)](http://www4.law.cornell.edu/uscode/html/uscode10/usc_sec_10_00002304----000-.html).

**Individual Justification & Approval**: A J&A that applies to an individual contract (as opposed to a class or group of contracts). A J&A for a contract made on an individual basis supports the instant contract award and all in-scope contract actions taken pursuant to that contract as described in the approved J&A.

**Justification & Approval (J&A)**: The document used most frequently to approve the use of other than full & open competition. The J&A includes a 13-part justification and a signature page.

**Market Research**:Approach used before acquiring goods and services to determine if sources exist to meet the agency’s requirements or whether or not commercial items or non-development items either exist or can be modified to meet the agency’s needs.

**Other Contracting**: Those contracting actions, not in a PEO/DAO portfolio, taken to support acquisition programs, maintain and repair fielded weapon systems, and support Air Force operations. The term includes, but is not limited to, contracts for local purchase and other operational support; replenishment spares; programmed depot maintenance; weapon system modifications which do not involve significant development; contractor logistics support; manpower and support; and science and technology [i.e., research, exploratory development or advanced development, and not intended for a system specific application (6.1, 6.2, or 6.3A funds)]. This term does not include those efforts or acquisitions that have been assigned to AFPEO/CM. (reference [AFFARS 5302.101](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/affars/5302.htm)).

**Other Than Full & Open Competition (OTF&OC)**: Any sole source or limited competition contract action that does not provide an opportunity for all responsible sources to submit proposals.

**Responsible**: When used in reference to making award to a prospective contractor (i.e., the offeror selected for award), a “responsible” contractor must: (a) have adequate financial resources, or the ability to obtain them; (b) be able to comply with the required or proposed delivery/performance schedule; (c) have a satisfactory performance record; (d) have a satisfactory record of integrity and business ethics; (e) have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them; (f) have the necessary production, construction, technical equipment and facilities, or the ability to obtain them; and (g) be otherwise qualified and eligible to receive an award under the applicable laws in regulations. In short, a responsible contractor is one who is capable of performing the contract and who has a satisfactory record of past performance and integrity (reference [FAR 9.104-1](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/09.htm)). In the context of “full and open competition”, the government is generally prohibited from predetermining the responsibility of prospective offerors and thereby limiting competition to a pre‑selected group.

**Senior Procurement Executive (SPE)**: The senior individual in an agency responsible for acquisition. In the Air Force, the SPE is the Assistant Secretary of the Air Force for Acquisition [ASAF(A)].

**Sole Source**: A contract action that is entered into, or proposed to be entered into, after soliciting and negotiating with only one source. Sole source and limited types of competition are both considered to be “other than full and open competition” IAW [10 USC 2304](http://www4.law.cornell.edu/uscode/html/uscode10/usc_sec_10_00002304----000-.html).

**Sources Sought Synopsis**: A notice published in FedBizOpps for the purposes of identifying sources capable of satisfying the government’s requirements. Although the notice includes “screening criteria”, the criteria are not used to “qualify” potential sources or to exclude potential competitors. The purpose of screening respondents is to allow the government to assess the potential competitive base, to determine whether a J&A is required, or whether various set‑asides are appropriate.

## Chapter 6

## J&A TEMPLATES

The chapter includes suggested format and recommended content to aide in preparing a J&A. The cover page, the Coordination and Approval Document, is also referred to as the Justification Review Document. In addition to the officials listed in the samples provided in this chapter, MAJCOM and local procedures may require additional coordination on J&As. For example:

**ACC**: the Director of Business Operations (DBO) will coordinate on the Justification Review Document. Justifications for other than full and open competition, which require approval above the local level, shall be forwarded to HQ ACC SCO.

**AFSOC**: the small business specialist, functional chief of the requiring activity, and either the Squadron Commander or the Chief of the Specialized Branch will sign the Justification Review Document. Justifications requiring approval above the local level will be forwarded to HQ AFSOC SCO.

**USAFE**: the CONS commander or the Chief of the Contracting Office will sign the Justification Review Document. For a JRD greater than $12,500,000, include HQ USAFE SCO on the Justification Review Document.

Coordination and Approval Document

EXAMPLE for J&As up to but not exceeding $650,000

**COORDINATION AND APPROVAL DOCUMENT**

**(also known as Justification Review Document)**

CONTRACTING ACTIVITY:

PROGRAM/PROJECT:

AUTHORITY:

ESTIMATED CONTRACT COST:

TYPE J&A: *(class or individual)*

COORDINATION DATE

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

Program Manager or Requiring Official Signature Block

(Name/Title/Phone Number)

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Local Legal Signature Block (Name/Title/Phone Number)

APPROVED:

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Contracting Officer Signature Block (Name/Title/Phone Number)

Coordination and Approval Document

EXAMPLE for J&As from $650,000 to $12,500,000

**COORDINATION AND APPROVAL DOCUMENT**

**(also known as Justification Review Document)**

CONTRACTING ACTIVITY:

PROGRAM/PROJECT:

AUTHORITY:

ESTIMATED CONTRACT COST:

TYPE J&A: *(class or individual)*

COORDINATION DATE

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Program Manager or Requiring Official Signature Block

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Legal Reviewer Signature Block (Name/Title/Phone Number)

APPROVED:

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Competition Advocate Signature Block

(Name/Title/Phone Number)

Coordination and Approval Document

EXAMPLE for J&As from > $12,500,000 to $85,500,000

**COORDINATION AND APPROVAL DOCUMENT**

**(also known as Justification Review Document)**

CONTRACTING ACTIVITY:

PROGRAM NAME:

AUTHORITY:

ESTIMATED CONTRACT COST:

TYPE J&A: *(class or individual)*

COORDINATION DATE

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

Program Manager or Requiring Official Signature Block

(Name/Title/Phone Number)

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Legal Reviewer Signature Block (Name/Title/Phone Number)

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Competition Advocate Signature Block (Name/Title/Phone Number)

APPROVED:

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Head of Procuring Activity or Program Executive Officer/Designated

Acquisition Official (if applicable), or Designee Signature Block (Name/Title/Phone Number)

*(Must be General Officer/Flag Officer or Civilian Equivalent / SES,*

*or approval authority will be the Senior Procurement Executive)*

Coordination and Approval Document

EXAMPLE for J&As over $85,500,000

**COORDINATION AND APPROVAL DOCUMENT**

**(also known as Justification Review Document)**

CONTRACTING ACTIVITY:

PROGRAM NAME:

AUTHORITY:

ESTIMATED CONTRACT COST:

TYPE J&A: *(class or individual)*

COORDINATION DATE

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

Program Manager or Requiring Official Signature Block

(Name/Title/Phone Number)

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Contracting Officer Signature Block (Name/Title/Phone Number)

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Legal Reviewer Signature Block (Name/Title/Phone Number)

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Competition Advocate Signature Block (Name/Title/Phone Number)

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PEO, DAO, Director of Contracting, or HPA-designated official

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Deputy Assistant Secretary (Contracting) (DAS(C))

APPROVED:

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

Senior Procurement Executive Signature Block

(Name/Title/Phone Number)

**JUSTIFICATION AND APPROVAL**

**TEMPLATE**

The following format is a suggested template for the body of all J&As except for an International Agreement Competitive Restriction.

Always be sure to confirm J&A Approval Authority IAW [MP5306.304](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/affars/MP5306.304.htm).

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| **COORDINATION AND APPROVAL DOCUMENT**  **(also known as Justification Review Document)**   |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | | Contracting Activity: | | |  | | | | | | Purchase Request/Local Identification Number: | | | | |  | | | | Project/Program Name (and Program Element, if applicable): | | | | | | | | |  | | | | | | | | | Estimated Contract Cost (including options): | | | | $ | | | | | Type Program: | |  | | | | *(PEO Program, DAO Program, or Other Contracting)* | | | Authority: 10 U.S.C. 2304(c)(\_\_), as implemented by FAR 6.302- | | | | | | | | | Type J&A: |  | | | | | | *(Class or Individual)* |   Contracting Officer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_  (All) (Name) (Office Symbol) Date Signed  DSN: COM:  Project Lead /  Program Manager: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_  (All) (Name) (Office Symbol) Date Signed  DSN: COM:  Local Legal  Reviewer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_  (Name) (Office Symbol) Date Signed  DSN: COM:  Chief of the  Contracting Office: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_  (>$650K) (Name) (Office Symbol) Date Signed  DSN: COM:  Competition  Advocate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_  (> $650K) (Name) (Office Symbol) Date Signed  DSN: COM:  Senior Contracting  Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_  (> $12.5M) (Name) (Office Symbol) Date Signed  DSN: COM:  PEO/DAO/  Commander: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_  (Requirements (Name) (Office Symbol) Date Signed  Cognizance) DSN: COM:  (> $12.5M)  Deputy Assistant  Secretary  (Contracting): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_  (>$85.5M) (Name) (Office Symbol) Date Signed  DSN: COM:  Senior Procurement  Executive: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_  (> $85.5M) (Name) (Office Symbol) Date Signed  DSN: COM: |

|  |
| --- |
| **JUSTIFICATION FOR OTHER THAN**  **FULL AND OPEN COMPETITION**  **I. Contracting Activity**  *Fully identify the contracting agency and organizational activity responsible for the proposed contracting action. Specifically identify as a “Justification for Other Than Full and Open Competition.” Identify purchase request number, if applicable.*  **II. Nature and/or Description of the Action being processed**  *State whether the action will be awarded as a new contract or by modification to an existing contract (identify contract number) and identify the type contract planned (e.g., firm-fixed-price, cost-plus-incentive-fee, etc.). If* exception 2 *is cited (unusual or compelling urgency), state date of UCA/contract/modification issuance and amount.*  ***An individual J&A cannot be used to support more than one contract irrespective of the quantities or the dollar value stated therein. If a proposed contract will contain unpriced options (including NTE prices), those options must be supported by a separate J&A prior to option exercise or the J&A supporting the basic contract must be a Class J&A.*** *For Class J&A situations where the number of contracts in the class can be identified: (1) Provide brief general description of actions, (2) identify the document as a Class J&A, (3) identify the supplies and services that are being acquired, and (4) for each contract in the class identify the contractor; estimated value; type of contract and rationale for contract length; and estimated award date. Where the same information applies to more than one contract within the class, it need only be stated one time. (See* [*FAR 6.303-2(a)(2)*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)*;* [*AFFARS MP5306.304*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/affars/MP5306.304.htm)*).*  **III. Description of the Supplies/Services required to meet the agency’s needs**  *Specifically describe the supplies and/or services to be acquired including the estimated value (including options) and quantity of each item, the total estimated value of the acquisition, and the estimated delivery dates/periods of performance. For example, if commodities are being procured with technical data, support equipment, and support services (staff-hour quantity of support hours) each should be listed, not just commodity quantities. If all of the ancillary requirements associated with a particular item are not specifically described in the J&A, those ancillary requirements cannot be included in the resulting contract unless a second J&A covering those ancillary requirements is executed. Also, state the type of appropriation (e.g., 3600, 3010, 3400) that will be used to fund each requirement listed.*    *Here is an example of such a list:*    *“Under the contemplated contract, ABC Corporation will provide the following supplies and services in sustainment of the XYZ program:*  (1) Approximately 30,030 staff-hours will be acquired each year for: (a) depot-level (Level II) maintenance on eight XYZ systems around the world and routine (Level 1) maintenance on the two systems located at ABC Corporation’s facility, (b) help desk services (24 hours/day, 7 days/week) to provide daily assistance to military personnel to maintain the systems, and (c) software releases for the XYZ system (including any deficiency releases needed to fix minor problems that occur after a major release) and maintenance training on those software releases. The period of performance of this effort will be from January 2005 through 30 September 2005, and 3400 appropriations will fund this effort.  (2) Approximately 2,640 staff-hours will be acquired each year to convert seventeen XYZ systems into seventeen QRS systems to enable a transportable weather system to be deployed into forward locations in order to provide polar ingest capability outside the UMQ-13 polar footprint. Deliveries of these items will occur between January 2005 and March 2006, and 3400 appropriations will fund this effort.  (3) . . .  (N) . . .”  *If approval for more than one fiscal year requirement is needed, give the rationale for this request. Generally, the scope of these actions is limited to current requirements only, so that actions may be taken to facilitate competition for out‑year requirements. In some cases, there are no feasible actions that could develop future competition, and it is reasonable to seek approval for more than one fiscal year’s requirements.*  *For ID/IQ or requirements contracts, use the maximum dollar value of the total estimated orders as the estimated J&A dollar value.* *(See* [*FAR 6.303-2(a)(3)*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)*;* [*AFFARS MP5306.304*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/affars/MP5306.304.htm)*).*  **IV. Statutory Authority permitting other than full and open competition**  [10 USC 2304(c)](http://www4.law.cornell.edu/uscode/html/uscode10/usc_sec_10_00002304----000-.html), as implemented by [FAR 6.302](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm) ([FAR 6.303-2(a)(4)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm))*.*  *Note: For class J&As, all contracts within the class should fall within the same statutory authority. Where a different authority must be used for any contract action, a separate J&A should be prepared.*  **V. Demonstration that the contractor’s unique qualifications or nature of the acquisition requires the use of the authority cited above (Applicability of Authority)**  *Provide, in narrative form, a detailed explanation supporting and clearly relating to the conditions described by the FAR for using the particular authority cited. This section is normally the most detailed part of the justification as the essence of the justification is presented here. For acquisitions that include both supplies and services, separately justify the use of the authority for the services and supplies.* |
| *Contracting without providing for full and open competition* ***shall not*** *be justified on the basis of lack of advance planning by the requiring activity or concerns related to the amount of funds available (e.g., funds will expire)(See* [*FAR 6.301(c)*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)*).* *To assist you, the following information is provided:*  *a.* ***Only One Responsible Source*** *(*[*FAR 6.302-1*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)*) – In the case of a* ***follow-on contract*** *for continued development or production of a major system or* ***highly specialized*** *equipment/services, the rationale must first justify the supplies/services as being a “****major system****” or “****highly specialized****.” The rationale must then justify “either”* ***substantial duplication of cost*** *to the government that is not expected to be recovered through competition, or* ***unacceptable delays*** *in fulfilling the agency’s requirements, whichever situation applies. If both of these situations apply, the rationale can be based on either of these two situations, or both.*  *Note: Discuss the use of restrictive brand name descriptions in requirements documentation here under Part V. An acquisition that uses a* ***brand name description*** *or* ***other purchase description to******specify a particular brand name, product, or feature of a product, peculiar to one manufacturer******does not provide for full and open competition*** *regardless of the number of sources solicited. If there is going to be a* ***brand name*** *used, you will need to justify it and clearly explain why a specific brand produced by a single company is required as opposed to allowing free and open competition. The justification should indicate that the use of such descriptions in the acquisition* ***is essential*** *to the Government’s requirements, thereby precluding consideration of a product manufactured by another company.*  *(****Brand-name, or equal descriptions,*** *and other purchase descriptions that permit prospective contractors to offer products other than those specifically referenced by brand name,* ***provide for full and open competition*** *and do not require justifications and approvals to support their use.)*  *When using this exception,* ***the first subsection*** *of this section should:*  *(1) Describe the system or support element to which supply/service to be procured under the contemplated acquisition relates in terms of its purpose and its capabilities. Describe how the contemplated acquisition relates to that system, or support element. State what work the current contractor has been performing. Include the current contract number, basis of award for that contract award (competitive/sole source), when the contract was awarded, and when the contract will expire. If the work the contractor will perform under the contemplated acquisition is being done under an ACAT I or II program, state that designation. If the work will not be done under an ACAT I or II program, provide a detailed explanation from a technical perspective as to why the supplies/services to be procured are “highly specialized.”*  *(2) If the planned acquisition is a “bridge” effort, which contains options, so state and explain why options are necessary.*  *(3) Add a concluding sentence to the end of this paragraph, suitably tailored; e.g.,* “Therefore, this acquisition will be a follow-on contract for the continued production of a major system,” *or* “Therefore, this acquisition will be a follow-on contract for the continued development of highly specialized equipment,” *or* “Therefore, this acquisition will be follow-on contract for the continued development of a major system,” *or* “Therefore, this acquisition will be a follow-on contract for the continued production of highly specialized equipment,” or “Therefore, this acquisition is for continued performance of a highly specialized service.”  *When using this exception,* ***the second subsection*** *should describe in 3-4 sentences the contractor's unique/highly specialized capabilities and/or qualifications (e.g., facilities, personnel, special tooling acquired).* *(See* [*FAR 6.303-2(a)(5)*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)*.*  *When using this exception,* ***the third subsection*** *should begin with the following sentence, suitably tailored: “The (XXX SPO, or XXX Wing) believes that award to any other source would result in substantial duplication of cost to the Government that is not expected to be recovered through competition and unacceptable delays in fulfilling the Air Force’s requirements.” Then, discuss either or both of the following situations (although only one of these situations is needed; if the facts exist to support both, then provide that information):*  *(1) When the rationale is based on substantial duplication of cost, state the approximate cost and state that the cost could not be recovered through competition. When* [FAR 6.302-1(a)(2)(ii)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm) *is cited for follow-on acquisitions as the basis for the justification, include an estimate of the anticipated cost to run a competition offset by the amount of cost that would be duplicated. Include the rationale for the amount of cost that would be duplicated (e.g., training required so that another source could acquire the skills necessary to perform the effort, equipment, facilities) and how the estimate was derived (e.g., development costs incurred by the Government under the existing contract or similar programs).* (See [FAR 6.303-2(a)(9)(ii)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm); [*SAF/AQC memo, 18 Oct 04*](https://www.my.af.mil/gcss-af/USAF/AFP40/d/1075940151/Files/Contracting.Memos/Informational/saf-aqc-memo-18oct04.pdf#zoom=100%)).  *(2) When the rationale is based on unacceptable delay, state how long it would take someone else to obtain this capability (e.g., months, years) and why, and provide a detailed explanation of the impact or problem caused by the delay. For example, the impact of not adding additional quantities of launch support services staff-hours to an existing contract might cause a launch to not occur as scheduled, thus delaying the operational use of a spacecraft, thus reducing the constellation’s operational availability – and thus reducing (or precluding) the ability of the warfighter to accomplish specific missions. (See* [*SAF/AQC memo, 18 Oct 04*](https://www.my.af.mil/gcss-af/USAF/AFP40/d/1075940151/Files/Contracting.Memos/Informational/saf-aqc-memo-18oct04.pdf#zoom=100%)*).*  *When using this exception,* ***the fourth subsection*** *should include one of the following sentences, whichever is applicable:* “Accordingly, XYZ Corporation is the only firm capable of providing the supplies and services described in Section III above without the U.S. Air Force experiencing substantial duplication of cost that could not be expected to be recovered through competition,” *or* “Accordingly, XYZ Corporation is the only firm capable of providing the supplies and services described in Section III above without the U.S. Air Force experiencing unacceptable delays in fulfilling its requirements,” *or* “Accordingly, XYZ Corporation is the only firm capable of providing the supplies and services described in Section III above without the U.S. Air Force experiencing substantial duplication of cost that could not be expected to be recovered through competition and unacceptable delays in fulfilling its requirements.”  *b.* ***Unusual and Compelling Urgency*** *(*[*FAR 6.302-2*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)*,* [*6.303-2(a)(9)(ii)*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)*;* [*DFARS PGI 206.302-2*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/PGI%20206_3.htm)*) -* *Contracting Officers shall contact SAF/AQCK as soon as practicable when contemplating an award under the authority cited in* [*FAR 6.302-2*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm) *for J&As requiring SPE approval. Provide an explanation why (1) the supplies or services are needed at once because of fire, flood, explosion, or other disaster, or (2) essential equipment or repairs to that equipment are needed at once, e.g., to preclude impairment of launch capabilities or mission performance of missiles or missile support equipment, eliminate imminent grounding of the XX fleet crucial to what mission of the USAF and Defense of the Nation. In other words, identify the anticipated serious injury to the Government, the nature of the urgency, the reasons for it occurring and why it is “urgent and compelling” to preclude adverse impact to military readiness. Merely citing a Force Activity Designator (FAD) rating, Program Management Directive (PMD)/Program Action Directive (PAD) guidance, or DX priority rating is not in and of itself sufficient reason to use this exception from the requirement to obtain full and open competition. Note that only the minimum quantity required to satisfy the unusual and compelling urgency qualifies for this exception; thus, this exception might not suffice to justify option quantities.*  *c.* ***Industrial Mobilization; or Engineering, Developmental, or Research Capability*** *(*[*FAR 6.302-3*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)*)**- The most important part of justifications citing this authority is demonstrating the need to maintain the capability possessed by the identified source(s). Some form of market survey may be critical in demonstrating the uniqueness of this capability.*  *d.* ***Authorized or Required by Statute*** *(*[*FAR 6.302-5*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)*) – It is imperative to identify what is being acquired and the applicable statute authorizing other than full and open competition. Note: Some statutes do not require a written J&A.*  e. ***National Security*** *(*[*FAR 6.302-6*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)*)* *- Provide the minimum essential information needed to establish validity of the justification. This information will make the J&A a classified document. Special handling procedures are required for processing such documentation to the approval authority. Only parties with a “need to know” and the proper level of security clearance should be permitted access to the documentation. Such acquisitions are also exempt from synopsis under* [*FAR 5.202(a)(1)*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/05.htm)*.*  *f.* ***Public Interest*** *(*[*FAR 6.302-7*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)*) - This authority may only be used when none of the other authorities is appropriate and may not be made on a class basis. Provide detail addressing the reasons full and open competition is not in the public interest and why no other authority is appropriate for use.*  **VI. Description of Efforts made to ensure that offers are solicited from as many potential sources as deemed practicable**  *Describe all efforts taken (or to be to be taken) to ensure that offers are solicited from as many potential sources as practicable under the circumstances. The following issues should be addressed in this paragraph:*  *Sources Sought Synopsis. If a sources sought synopsis was issued, state the date the synopsis was issued, the synopsis number, and a brief description of its content. If any responses were received, describe in detail the results of the screening process and the rationale for determining the unacceptability of any synopsis respondents. This is particularly important when citing the authority of* [*10 USC 2304(c)(1)*](http://www4.law.cornell.edu/uscode/html/uscode10/usc_sec_10_00002304----000-.html)*, “Only one (or a limited number of) responsible source(s)”, since it is this survey of the market place that confirms our assumptions regarding the capability of industry to meet our needs.* *(See* [*FAR 6.303-2(a)(6)*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)*).* *If the proposed action was not or will not be synopsized, cite the specific authority for not doing so (per* [FAR 5.202](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/05.htm)*) and the rationale for the synopsis exception. Note that although synopsis of proposed contract actions initiated pursuant to* [*FAR 6.302-2*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm) *may not be required, use of this authority is not an automatic exemption from synopsis.* *(See* [*FAR 5.202(a)(2)*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/05.htm)*).*    *Other Actions. In this paragraph, discuss any other actions taken or planned to facilitate competition for* ***this*** *acquisition. The discussion should include actions tried or considered even if the actions were unsuccessful. If the efforts were unsuccessful, so state and describe why.*  *Qualifying Country Sources. If qualifying country sources have expressed interest, but are to be excluded, provide supporting rationale.*  **VII. Determination by the Contracting Officer that the Anticipated Cost to the government will be fair and reasonable**  *Include a statement by the contracting officer that the anticipated cost will be considered fair and reasonable and provide the basis for this determination. The steps that will be taken to ensure the final contract price will be fair and reasonable are also described here. Describe the extent of cost or price analysis anticipated including the requirements for certified cost or pricing data, technical evaluations, and audits* ([FAR 6.303-2(a)(7)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm))*.*  **VIII. Description of the Market Research conducted and the results, or a statement of the reasons market research was not conducted**  *Discuss any market research conducted pursuant to* [*FAR Part 10*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/10.htm) *and describe results of that research. Market research is any effort undertaken to determine if sources capable of satisfying the agency’s requirements exist and to determine if commercial items or non-developmental items are either available or can be modified so that they will satisfy the agency’s needs. Market research should be focused not only on identifying alternate sources, but also on alternate equipment or substitutes that might fill the government needs with only minor modification. Regardless of the approach used, the results should provide a high level of confidence that no other qualified sources exist.*  *Generally, some form of market research should be conducted, but it is most critical when citing the authority of* [*FAR 6.302-1*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)*, Only one (or a limited number of) responsible source(s). Under such circumstances, use the following sentence:* “As described in Section VI above, market research, in accordance with [FAR Part 10](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/10.htm), was conducted by synopsis of the proposed acquisition, advising industry of the pending acquisition and soliciting inquiries from interested parties.”  *When other exceptions from the requirement to obtain full-and-open competition are relied upon, the market research might be limited to an examination of the acquisition history and experience with the marketplace under previous acquisitions for the same or similar items.*  *If no market research was conducted, so state and provide the rationale.*  **IX. Any Other Facts supporting the use of other than full and open competition**  *Provide any other facts supporting the use of other than full and open competition, including an explanation of why technical data packages, specifications, engineering descriptions, statements of work, statements of objectives, or purchase descriptions suitable for full and open competition have not been developed, are not being developed, are not being used, or are not available.* (*see* [FAR 6.302-1(b)(2)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm) *and* [6.303-2(a)(9)(i)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)).  **X. List of Sources, if any, that expressed interest in the acquisition**  *State “See Section VI above.”*  **XI. A statement of the actions, if any, the agency may take to remove or overcome any barriers to Competition before making subsequent acquisitions for the supplies or services required**  *Describe any actions taken or to be taken to foster competition for* ***future*** *acquisitions of the supplies or services being acquired. Describe potential actions that could be undertaken to remove the barriers to competition that have been identified in the justification and include a milestone schedule for accomplishing these actions. For example, if a follow-on competitive acquisition is planned, so state and give planned award date,* *(See* [*FAR 6.303-2(a)(11)*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)*), or state the Government will attempt to acquire rights in technical data and computer software sufficient to compete follow-on acquisitions as a priced option in the contract action that is the subject of this J&A, or (if applicable) state how the Government intends to challenge nonconforming markings on technical data and computer software delivered to it under previous contracts so those markings can be removed in order that that technical data and computer software may be used in support of a follow-on competitive acquisition, or describe plans to qualify additional sources*.  *Address efforts to ensure competition for future spare parts and maintenance in support of systems or equipment covered by the justification, even when these acquisitions will be accomplished by other organizations. Include a discussion on available breakout data.*  *If no actions are planned, so state and provide reasons. If approval is sought for more than one year, explain why a sole source effort is required for the planned time duration.*  **XII. Contracting Officer’s Certification**  The contracting officer’s signature on the Coordination and Approval Document evidences that he/she has determined this document to be both accurate and complete to the best of his/her knowledge and belief ([FAR 6.303-2(a)(12)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)). |
| **XIII. Technical/Requirements Personnel’s Certification**  As evidenced by their signatures on the Coordination and Approval Document, the technical and/or requirements personnel have certified that any supporting data contained herein, which is their responsibility, is both accurate and complete ([FAR 6.303-2(b)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm)).  *NOTE:*  *1. Before definitizing a not-to-exceed (NTE) option, the contracting officer must ensure that the effort covered by the NTE option has been synopsized in accordance with* [*FAR 5.201*](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/05.htm) *and a J&A that covers the effort has been approved.* |

**INTERNATIONAL AGREEMENT COMPETITIVE RESTRICTIONS**

**TEMPLATE**

The following format is a suggested template for “International Agreement Competitive Restrictions (IACR)”. ([AFFARS 5306.302-4](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/affars/5306.htm))

The Authority to prepare an IACR has been delegated from the HCA to the Contracting Officer pursuant to [AFFARS 5306.302-4](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/affars/5306.htm).

**INTERNATIONAL AGREEMENT COMPETITIVE RESTRICTIONS**

I. ORGANIZATION:

Contracting Activity (include base name and zip code)

PCO's Name / Office Symbol / Phone Number (DSN)

PR Number (If desired)

II. DESCRIPTION OF REQUIREMENT:

Narrative description to include estimated cost

III. NATURE/DESCRIPTION OF THE ACTION:

Include contract type, period of performance, cost and schedule, and rationale.

IV. STATUTORY AUTHORITY:

[10 USC 2304(c)(4)](http://www4.law.cornell.edu/uscode/html/uscode10/usc_sec_10_00002304----000-.html) as implemented by [FAR 6.302-4](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm), International Agreement.

V. APPLICABILITY OF AUTHORITY:

Include statement that the cited exception is applicable because (LOA #, treaty, agreement, etc.) dated \_\_\_\_\_\_\_\_\_\_\_\_ directed that the requirement be obtained from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. NOTE: Provide a copy of the page(s) of the agreement, treaty, or written directions that has the effect of restricting competition by the requirements activity and attach them to the IACR.

VI. PREPARER, CO & TECHNICAL/REQUIREMENTS PERSONNEL CERTIFICATION:

The preparer and CO's signature evidences that he/she has determined the IACR to be both accurate and complete to the best of his/her knowledge and belief. The CO also approves the IACR. The Program Manager's / requirements personnel's signature evidences that any supporting data contained in the IACR, which is his/her responsibility, is both accurate and complete.