**JUSTIFICATION AND APPROVAL**

**PREPARATION GUIDE AND TEMPLATE**

Headquarters Air Force Materiel Command

Contracting Policy Division

Directorate of Contracting

4375 Chidlaw Road, Suite 6

Wright-Patterson AFB Ohio 45433-5006

DSN 787-6057

FAX (513) 476-1431

**JUSTIFICATION & APPROVAL PREPARATION GUIDE**

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**Part 1**

**PREFACE**

This guide was written to help you prepare and process Justification and Approvals (J&As) 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. In cases where the text appears to be in contradiction with the cited regulation or statute, the latter takes precedence. Please notify HQ AFMC/PKP of any such instances of contradiction.

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 and is implemented in the Federal Acquisition Regulation (FAR) Part 6 (as supplemented by DoD, Air Force, and Air Force Materiel Command). This guide is not intended to serve as a substitute for these regulations. Therefore, as each topic is discussed, specific regulatory citations are provided. This guide is current as of the date of publication. Updates will be issued as the regulations affecting J&As change.

Comments or suggestions regarding this guide may be provided to HQ AFMC/PKP, 4375 Chidlaw Road, Suite 6, Wright-Patterson AFB OH 45433-5006.

**Part 2**

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

10 USC 2304(c), as implemented by FAR Part 6, 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. Part 4 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 Authorization (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. Refer to FAR 6.2 and supplements for procedures and guidance if you are conducting a full and open competition after exclusion of sources.

“Full & open competition” is specifically defined in the statute as well as in Part 6 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)). 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:

⚫ Acquisitions made under the simplified acquisition procedures of FAR Part 13**;**

⚫ Contracts awarded under procedures expressly authorized by statute (other than those specifically addressed under the authority of 10 USC 2304(c)(5));

⚫ 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.);

* Orders placed under indefinite-quantity contracts when the contract was awarded under the procedures of FAR 6.1 or 6.2 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 and the contract’s J&A adequately covered the requirements specified in the order.

 **PART 3**

**REVIEW AND APPROVAL OF J&As**

**NOTE: VERIFY WITH LOCAL PROCEDURES, IF APPLICABLE, OF ACTUAL APPROVAL THRESHOLDS!**

Per Far Part 6, except for FAR 6.302-7, the justification for other than full and open

competition shall be approved in writing --

 (1) For a proposed contract not exceeding $500,000, the CO'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 $500,000 but not exceeding $10,000,000, by the

 competition advocate for the procuring activity designated pursuant to 6.501 or an official

 described in paragraph 6.304(a)(3) or 6.304(a)(4) of this section (not delegable).

 (3) For a proposed contract over $10,000,000 but not exceeding $75,000,000, 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 grade GS 16 or above under the General

 Schedule (or in a comparable or higher position under another schedule).

(4) For a proposed contract over $75,000,000, by the senior procurement executive (SPE) 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.

Per AFFARS 5306.304, the Program Executive Officer (PEO) is the J&A approval authority for J&As over $10M but not exceeding $75M. If a PEO or head of a procuring activity does not meet the criteria of FAR 6.304(a)(3), the J&A approval authority for J&As over $10M but not exceeding $75M is the Principle Deputy Assistant Secretary of the Air Force for Acquisition and Management (PDASAF(A&M))

### Creating a Coordination and Approval Cover Page for The J&A.

A justification requiring SPE approval should contain a coordination and approval cover page that includes the typed names, titles, telephone numbers, and signatures of the officials cited below.

(1) The CO;

(2) The program manager or other individual responsible for the requirement if there is no program manager;

(3) The local competition advocate;

(4) As applicable, the PEO or HCA.

(5) The SPE

 **PART 4**

**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. Justifications for other than full and open competition that contain proprietary information or data should be marked "For Official Use Only" (FOUO).

10 USC 2304(c)(1)

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

Guidance regarding use of this authority is at FAR 6.302-1. 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. A J&A must be approved prior to commencing negotiations 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), FAR 15.6 and DFARS 206.302-l(a)(2)(i.).

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)(ii)).

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)).

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)).

5. When acquiring utility services, circumstances dictate that only one supplier can furnish the service (see FAR 6.302-l(b)(3)).

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)).

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)).

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)).

Key Points for the Justification:

The single most important part of any justification citing this authority is the market research, (see FAR Part 10). Only by a thorough review of the marketplace including commercial items and nondevelopmental 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.

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 to permit offerors to circumvent such restrictions (see FAR Part 27). 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 227.4, specifically 227.400, DoD activities shall use the guidance in DFARS 227.71 and 227.72 instead of the guidance in FAR Subpart 27.4.

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)

# UNUSUAL AND COMPELLING URGENCY

Guidance regarding use of this authority is at FAR 6.302-2 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. 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)).

When Applicable:

Although this authority is more common in operational and logistics contracting, there are occasions when it may be appropriate for the types of efforts handled by product centers.

For instance, 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 with emergency expedited contracting procedures such as undefinitized contract actions (e.g., unpriced orders and letter contracts ‑ see FAR 16.6 and DFARS 217.74). Typically, these requirements are also granted exceptions from the requirement to publicize the anticipated contract action per FAR 5.202. For replenishment spares, it applies only to the minimum quantity needed to preclude harm to the government. The following situations are specifically cited in the DFARS 206.302‑2(b), but are not intended to be all-inclusive:

1. Supplies, services, or construction needed at once because of fire, flood, explosion, or other disaster

2. Essential equipment or repair needed at once to--

 a. Comply with orders for a ship;

 b. Perform the operational mission of an aircraft; or

 c. Preclude impairment of launch capabilities or mission performance of missiles or missile support equipment

3. Construction needed at once to preserve a structure or its contents from damage

4. Purchase requests citing an issue priority designator under DoDD 4410.6, Uniform Material Movement and Issue Priority System, of 4 or higher, or citing “Electronic Warfare QRC Priority”

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)

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

Guidance regarding use of this authority is at FAR 6.302-3. 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. When citing this authority, the J&A must be approved prior to commencing negotiations.

When Applicable:

This authority has been used to authorize non-competitive renewal of contracts with Federally Funded Research and Development Centers (FFRDCs). 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) lists the following specific situations where the use of this authority may be appropriate:

1. Keep vital facilities or suppliers in business or make them available in the event of a national emergency;

2. Train a selected supplier in the furnishing of critical supplies or services; prevent the loss of a supplier's ability and employees' skills; or maintain active engineering, research, or development work;

3. Maintain properly balanced sources of supply for meeting the requirements of acquisition programs in the interest of industrial mobilization (when the quantity required is substantially larger than the quantity that must be awarded in order to meet the objectives of this authority, that portion not required to meet such objectives will be acquired by providing for full and open competition, as appropriate, under this part);

4. Limit competition for current acquisition of selected supplies or services approved for production planning under the Department of Defense Industrial Preparedness Program to planned producers with whom industrial preparedness agreements for those items exist, or limit award to offerors who agree to enter into industrial preparedness agreements;

5. Create or maintain the required domestic capability for production of critical supplies by limiting competition to items manufactured in the United States or the United States and Canada;

6. Continue in production, contractors that are manufacturing critical items, when there would otherwise be a break in production; or

7. Divide current production requirements among two or more contractors to provide for an adequate industrial mobilization base.

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)

**INTERNATIONAL AGREEMENT**

Guidance regarding use of this authority is at FAR 6.302-4. 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 (see DFARS 206.302-4) and is approved by the contracting officer (see AFFARS 5306.302-4). 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) 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)

**AUTHORIZED OR REQUIRED BY STATUTE**

Guidance regarding use of this authority is at FAR 6.302-5. 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.). When citing this authority, a justification is required and must be approved prior to commencing negotiations. However a J&A is not required under the following conditions:

1. When contracts will be awarded under 41 USC 46-48c (FAR 8.7), Qualified Non-Profit Agencies for the Blind or other Severely Handicapped.

2. When contracts will be awarded under 15 USC 637 (FAR 19.8), 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 requires the procurement to be made from a specified source.

When Applicable:

10 USC 2361 as implemented by DFARS 206.302-5(c) 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) 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) 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 (FAR 8.6), Federal Prison Industries (UNICOR).

2. Contracts for government Printing and Binding under 44 USC 501‑504, and 1121 (FAR 8.8).

10 USC 2304(c)(6)

**NATIONAL SECURITY**

Guidance regarding use of this authority is at FAR 6.302-6. 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. When citing this authority, the J&A must be approved prior to commencing negotiations.

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).

10 USC 2304(c)(7)

**PUBLIC INTEREST**

Guidance regarding use of this authority is at FAR 6.302-7. Use of this authority is extremely rare. It applies when the Secretary of Defense, secretaries 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 Subpart 1.7) 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.

 **PART 5**

 **J&A PROCEDURES**

###  (SPECIAL NOTE: PART 5 WAS TAKEN FROM THE NEWLY-DEVELOPED AIR FORCE GUIDE ON J&As)

### Procedures for J&As requiring approval by the SPE.

### The CO should submit justifications requiring approval by the SPE to SAF/AQCK. Allow 30 days for staffing and SPE approval after receipt by SAF/AQCK. As applicable, the PEO, MAJCOM Director of Contracting, or HCA-designated official may authorize solicitation release after the justification is reviewed for adequacy and forwarded to SAF/AQCK.

### 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)) or Principal Deputy to the Assistant Secretary of the Air Force (Acquisition)PDASAF (A&M) 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) or PDASAF (A&M) 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, recoordination 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 should 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 Indefinte 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 $8 million, however the resulting contract is for $11 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 $7 million. The contracting officer previously increased the obligated contract amount to $9.5 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 $55 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 $90 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 contract actions 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 action 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) When contracts under a class J&A or IACR will be based on demand-generated requirements (e.g., indefinite-quantity, requirements contracts and level-of-effort contracts), use the best estimates of supplies and services to be ordered. However, the J&A or IACR must state the maximum quantity that may be acquired.

(d) All contract actions 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.

## Part 6

**ACRONYMS & DEFINITIONS**

**ACRONYMS**

AFFARS: Air Force Federal Acquisition Regulation Supplement

AFMCFARS: Air Force Materiel Command Federal Acquisition Regulation Supplement

ASAF(A): Assistant Secretary of the Air Force (Acquisition)

CICA: Competition In Contracting Act

CLINs Contract Line Item Numbers

CO: Contracting Officer

D&F: Determination & Findings

DFARS: Defense Federal Acquisition Regulation Supplement

DOD: Department of Defense

ECP: Engineering Change Proposal

FAR: Federal Acquisition Regulation

FOUO: For Official Use Only

GPE: Government wide Point of Entry (now using FedBizOpps)

HCA: Head of the Contracting Activity

IACR: International Agreement Competitive Restrictions

ICS: Interim Contractor Support

ID/IQ: Indefinite Delivery/Indefinite Quantity

J&A: Justification & Approval

MAJCOM Major Command

NSN: National Stock Number

NTE: Not to Exceed

OTF&OC: Other than full and open competition

PEO: Program Executive Officer

PMD: Program Management Directive

SCCO: Senior Center Contracting Official

SOW Statement of Work

SPE: Senior Procurement Executive

S&T Science and Technology

**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 contracting actions 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)).

**Full & Open Competition**: When used with respect to contract actions, means that all “responsible” sources are permitted to compete (FAR 6.1). Small business set-asides, 8(a) competitions, and so forth are considered full and open competition (FAR Subpart 6.2).

**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) which authorizes the use of other than full and open competition under the authority of 10 USC 2304(c)(4).

**Individual Justification & Approval**: A J&A that applies to an individual contractual action (as opposed to a class or group of actions).

**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 nondevelopment items either exist or can be modified to meet the agency’s needs.

**Other Contracting**: Those efforts 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).

**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). 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” under 10 USC 2304.

**Sources Sought Synopsis**: A notice published in the 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.

## PART 7

## J&A TEMPLATE

The format below is a suggested cover page and template for J&As. For Science and Technology (S&T) acquisitions, there is a different format, see the AFMC Acquisition Plan Guide at:

https://www.afmc-mil.wpafb.af.mil/HQ-AFMC/PK/pkopr1.htm#list10

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| **JUSTIFICATION FORMAT****Contracting Activity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Purchase Request/Local Identification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Program Name (and Program Element, if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Estimated Contract Cost (including options): $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Type Program: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *(PEO Program or Other Contracting* (see AFFARS 5302.101 for definitions*))***Authority: 10 U.S.C. 2304(c)(\_\_\_), as implemented by FAR 6.302-\_\_\_** **Type J&A: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***(Class or Individual) [*Contracting Officer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ (Name) (Office Symbol) Date Signed DSN: XXX‑XXXX, COM: (XXX) XXX‑XXXXProgram Manager: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ (Name) (Office Symbol) Date Signed DSN: XXX‑XXXX, COM: (XXX) XXX‑XXXXLocal Legal Reviewer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ (Name) (Office Symbol) Date Signed DSN: XXX‑XXXX, COM: (XXX) XXX‑XXXXBuying OfficeContracting Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ (Name) (Office Symbol) Date Signed DSN: XXX‑XXXX, COM: (XXX) XXX‑XXXXCompetition Advocate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ (Name) (Office Symbol) Date Signed DSN: XXX‑XXXX, COM: (XXX) XXX‑XXXXSenior CenterContracting Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ (Name) (Office Symbol) Date Signed DSN: XXX‑XXXX, COM: (XXX) XXX‑XXXXPEO/SCCO \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ (Name) (Office Symbol) Date Signed DSN: XXX‑XXXX, COM: (XXX) XXX‑XXXX |
| **JUSTIFICATION FOR OTHER THAN****FULL AND OPEN COMPETITION****I. Contracting Organization***Fully identify the contracting organization 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. Description of Action***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.* *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. (4) For each contract in the class identify the contractor; estimated value; type 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 (*Air Force J&A Guide)*.* **III. Description of Supplies/Services***Specifically describe the supplies and/or services to be acquired including the estimated value and quantity of each item.**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.**Provide a detailed description of the acquisition history. Explain how the requirement fits into the larger overall program, if applicable.**For J&As based on demand generated requirements (such as indefinite quantity contracts), include the best-estimated quantity (BEQ) or contract maximums of supplies and services.***IV. Authority**10 USC 2304(c)(\_\_), as implemented by FAR 6.302-\_\_ (FAR 6.303-2(a)(4*)).**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. Applicability of Authority***Provide, in narrative form, a fully supported demonstration that the proposed contractor’s qualifications or the nature of the acquisition supports the use of the authority cited. The discussion should clearly relate to the conditions described by the FAR for the particular authority. This paragraph 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.*  |
| *When* FAR exception 6.302-2 *is used, the specific extent and nature of the harm to the government must be clearly stated in the J&A. Merely citing a United States Air Force (USAF) precedence rating and/or Force Activity Designator (FAD) rating or Program Management Directive (PMD)/Program Action Directive (PAD) guidance is not in itself sufficient reason to use a* FAR exception 6.302-2 *J&A.***VI. Efforts to Obtain Competition***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, include a copy of the notice and the screening criteria used. Describe in this paragraph, or in an attachment, the results of the screening process, to include the rationale for determining the unacceptability of any synopsis respondents. This is particularly important when citing the authority of* 10 USC 2304(c)(1)*, “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. The sources sought synopsis may be less important when other authorities are cited, and it is rarely used when citing* 10 USC 2304(c)(2)*, “Unusual and Compelling Urgency”.**Synopses of Proposed Contract Actions. Describe either the plans to publish a synopsis or the results of a synopsis (*FAR Subpart 5.2*). If the proposed action was not or will not be synopsized, cite the specific authority for not doing so (per* FAR 5.202*) and the rationale for the synopsis exception.**Other Actions. In this paragraph, discuss any other actions taken or planned to facilitate competition. 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. Fair and Reasonable Costs***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)*.* **VIII. Market Research***Discuss any market research conducted pursuant to FAR Part 10 and describe results. 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 nondevelopmental 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. If no market research was conducted, so state and provide the rationale* |
| *Generally some form of market research should be conducted, but it is most critical when citing the authority of* 6.302‑l*, Only one (or a limited number of) responsible source(s). When other authorities 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. When using the authority of FAR* 6.302‑5, Authorized or Required by Statute*, a market survey may be inappropriate given the conditions supporting the authority.**If the market research effort was described in paragraph VI, Efforts to Obtain Competition do not repeat the same information here; merely refer to the previous discussion.*  **IX. Other Facts** *Provide any other facts supporting the use of OTF&OC, including an explanation of why technical data packages, specifications, engineering descriptions, statements of work, statements of objectives, or purchase descriptions suitable for F&OC have not been developed, are not being developed, are not being used, or are not available. Describe actions taken or planned to remedy this situation, including a discussion of claims of proprietary data by the contractor) and* FAR 6.303-2(a)(9)*(i).**When* FAR 6.302-1(a)(2)(ii) *is cited for follow-on acquisitions as the basis for the justification, include an estimate of the cost that would be duplicated and the basis and derivation of the estimate, or provide details on why a delay would be unacceptable* (FAR 6.303-2(a)(9)(ii*)).**When* FAR 6.302-2 *is cited, provide data, estimated cost, or rationale as to the nature and extent of the harm to the government. Only the minimum required quantity qualifies for -2 coverage, use of this authority is not an automatic exemption from synopsis (*FAR 6.303-2(a)(9)(iii)). *Cite the anticipated entry for Block C3 of the DD Form 350 (Extent of Competition).**For class J&As, do not repeat rationale contained in other paragraphs. This explanation must be consistent with and supportive of the duration of contracts to be approved under the J&A and the information contained in Section XI below.***X. Interested Sources***List the sources that have expressed written interest in the acquisition. Provide the results on status of any synopses. If contractors have expressed interest but will not be considered a potential source, explain why they cannot perform or are not expected to submit an offer. Do not repeat information that is already provided in another paragraph, merely make reference to it* (FAR 6.303-2(a)(10)).**XI. Steps to Foster Competition***Describe any actions taken or to be taken to foster competition for future acquisitions of the supplies or services being acquired. Also describe potential actions that could be undertaken to remove the barriers to competition that have been identified in the justification*FAR 6.303-2(a)(11). *Consider including a milestone schedule for accomplishing these actions. 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.**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.* **XII. Contracting Officer’s Certification**The contracting officer’s signature on the Justification Review 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))*.*  |
| **XIII. Technical/Requirements Personnel’s Certification**As evidenced by their signatures on the J&A signature page, 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)*).**NOTES:* *1. A not-to-exceed (NTE) option should be treated as a new procurement and supported by a separate J&A or covered by a J&A supporting the basic buy and NTE (*AFFARS 5317.207)*2. The IACR document will be substantially the same as shown below.*  |
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**INTERNATIONAL AGREEMENT COMPETITIVE RESTRICTIONS**

I. ORGANIZATION: AFMC 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) as implemented by FAR 6.302-4, 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.