



*Acquisition*

**UNITED STATES TRANSPORTATION COMMAND ACQUISITION MANAGEMENT**

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This instruction establishes policies, responsibilities, and procedures for USTRANSCOM-unique acquisition and contracting management and technology development for life cycle management of materiel, systems and services. This instruction also implements the Defense Acquisition System within USTRANSCOM. This instruction applies to USTRANSCOM personnel supporting and conducting acquisition management and contracting activities in support of USTRANSCOM-funded requirements. Refer recommended changes and questions about this instruction to the office of primary responsibility using Air Force Form 847, *Recommendation for Change of Publication*. Ensure that all records created as a result of processes prescribed in this instruction are maintained in accordance with USTRANSCOM Instruction 33-32, *USTRANSCOM Records Management Program*.

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**1. References and Supporting Information.** References, related publications, abbreviations, acronyms, and terms used in this instruction are listed in Attachment 1.

**2. Authorities.** Per delegation from Secretary of Defense (SECDEF), in accordance with paragraphs 4.6.9.2. and 4.6.10. of DOD Directive 5158.04, *United States Transportation Command*, the Commander, United States Transportation Command (CDRUSTRANSCOM) shall be responsible for, and shall have the authority to procure commercial transportation services (including lease of transportation assets) in accordance with applicable law, as necessary, to carry out the CDRUSTRANSCOM mission and acquire supplies, equipment, items, and services necessary to accomplish the other missions of CDRUSTRANSCOM, including acquisition and management of Acquisition Category II and III programs related to distribution processes and information systems not otherwise provided or assigned under Sections 113, 162, 163, 164, 2218, 3013(b), 5013(b), 8013(b), and 9514 of title 10, United States Code to other elements or organizations. Authority to manage acquisition programs at a greater level of investment (ACAT I and ACAT IAM) will be granted upon the determination of USD(AT&L) that the necessary organizational, oversight, and policy constructs are in place to support ACAT I and ACAT IAM programs. Subject to the authority, direction, and control of SECDEF, CDRUSTRANSCOM shall have the authority to exercise the functions of Head of Agency. CDRUSTRANSCOM has delegated these authorities to the Component Acquisition Executive (CAE). USTRANSCOM Program Executive Officers (PEO), Program Managers (PM), and Contracting Officers (CO) exercise the authority of the CAE to manage assigned programs.

**3. USTRANSCOM Acquisition System.** The USTRANSCOM Acquisition System is designed to provide quality products, services, and information systems in a timely manner, at affordable total ownership costs, in order to satisfy operational requirements. Acquisition management is accomplished with minimal oversight through direct lines of communication. The USTRANSCOM Directorate of Acquisition (TCAQ) provides acquisition capability to include program management and contracting functions in support of transportation and distribution for the Department of Defense (DOD). TCAQ also acts as business advisor to the Command. This capability is provided by personnel within the Directorate's divisions. In addition, the Office of Small Business Programs is collocated within TCAQ. Authority and responsibility to contract for authorized supplies and services are vested in the Agency Head. Within USTRANSCOM, CDRUSTRANSCOM has delegated to the Director, TCAQ, the authority to manage the Command's acquisition function as the CAE. Contracts may be entered into and signed on behalf of the Government only by appointed COs to the extent of the authority delegated to them. Responsibility and accountability for program execution resides at each level of the acquisition authority chain; CAE, PEO, PM, and CO. See Attachment 2, Roles and Responsibilities.

#### **4. General Policies.**

**4.1. Contracting Office Support Determination.** As soon as a requirement is identified, the requiring activity should contact TCAQ for contracting assistance. TCAQ personnel will review

the requirement to determine if TCAQ is the appropriate contracting activity or if another contracting activity should provide the required contracting support.

**4.1.1. TCAQ Contracting Support.** If the USTRANSCOM Head of the Contracting Activity determines that TCAQ will provide the contracting support, a CO will be assigned to work with the requiring activity to provide contracting advice and assistance for the duration of the requirement. A PM or a CO will establish, lead, and appoint members to a multi-functional team to begin the acquisition planning process for all services requirements. For all other requirements, the assigned contracting officer will work closely with the requiring activity to begin the acquisition planning process. See paragraph 6.1.

**4.1.2. Other Contracting Support.** If it is determined that another contracting activity will provide the contracting support, TCAQ personnel will review the requirement and assist the requiring activity in identifying the appropriate contracting activity to process the requirement; conduct Economy Act Reviews; assist in preparing interagency agreements or other documentation, as required; and provide any other advice and assistance necessary. The requirements package coordination process identified in paragraph 6.3. will be completed before the funded requirement is provided to the other contracting activity and before any subsequent change in the amount/type of funds or the scope of work.

**4.2. Memorandum of Agreement (MOA)/DD Form 1144, *Support Agreement*.**

Every acquisition program managed outside of USTRANSCOM must have a MOA or a DD Form 1144 signed by the CAE and the Service or Component that delineates the roles and responsibilities of USTRANSCOM and the managing organization. USTRANSCOM PEOs and PMs may use MOAs for acquiring program specific support from USTRANSCOM Component organizations or Service labs, test organizations, etc. In addition, MOAs may also be used to establish joint integration management responsibilities when systems managed by one PM are to be integrated with a system managed by another PM. Unless delegated, the CAE signs acquisition MOAs for USTRANSCOM. Reference USTRANSCOM Policy Directive 90-8, *Agreements with Other Agencies*.

**4.3. Requirements Packages.** USTRANSCOM requiring activities shall prepare a requirements package for every acquisition supported by USTRANSCOM funding. All requirements packages shall be coordinated, as required, through the appropriate USTRANSCOM Directorates. See paragraphs 6.2 and 6.3.

**5. Acquisition Program Management Policies.** DODI 5000.2, *Operation of the Defense Acquisition System*, applies to all acquisition programs. Specific USTRANSCOM acquisition management policies follow.

**5.1. PM Accountability.** PMs are directly accountable for the management of cost, schedule, performance, and risk of assigned programs. PMs will execute assigned duties in accordance with all applicable laws, regulations, instructions, and orders. PMs first and foremost duty is the accountability of government resources. PMs will report any deviation to the PEO, CAE, or appropriate authority immediately.

**5.2. Use of the Defense Acquisition Guidebook.** PMs will use the Defense Acquisition Guidebook to accomplish program management duties and should implement acquisition best practices when in the best interest of the government.

**5.3. Program or Program of Record.** Programs are divided into two types, product and service. Product and service programs are then divided into Acquisition Categories (ACAT), primarily based on resource thresholds. Product programs are either business, which fall under the business management process, or everything else which falls under the Joint Requirements Oversight Council (JROC). Business programs can be identified as joint interest and are also required to follow the JROC process.

**5.4. Programs/Activities Below ACAT III Threshold.** Chairman of the Joint Chiefs of Staff Instruction 3170.01G, *Joint Capabilities Integration and Development System*, sets the minimum threshold of \$7M development for JROC programs and DODI 5000.02 sets a minimum reporting threshold at \$1M for business activities. The CAE may designate activities below ACAT III thresholds as an ACAT IV program or through a MOA with the requiring organization as a project managed by the requiring organization. Designation as a project does not release the activity from applicable acquisition law, regulation, instruction, and policy.

**5.5. Service Programs.** The CAE may appoint a PM and other acquisition staff to a service program. The CAE may also appoint a PM for only a specific phase of the service program's acquisition life cycle.

**5.6. Resource Threshold determination.** An Economic Analysis (EA), Independent Government Cost Estimate (IGCE), or Life Cycle Cost Estimate will be accomplished for all ACAT designated programs to begin determination of the acquisition category. The EA, IGCE, or Life Cycle Cost Estimate will be validated by a government cost estimator. Requirements, capabilities, services, or other means of delineation will not be used to avoid program status or ACAT thresholds.

**5.7. Program Management and Oversight Documents.** The designated Milestone Decision Authority (MDA) will issue an Acquisition Decision Memorandum on tailoring the list of applicable documents for a given program. Program documentation is specified in Enclosure 4 to DODI 5000.02. Statutory requirements for documents will be complied with at all times.

**5.7.1. Program Documentation.** Program documentation will be approved by the MDA for programs not under JROC.

**5.7.2. Breaches.** An Acquisition Program Baseline breach or program deviation occurs when the PM becomes aware the current estimate or measurement of a cost, schedule, and performance parameter does not or will not meet the Acquisition Program Baseline threshold value for that parameter. PMs will comply with breach notification requirements identified in DODI 5000.02. The CAE and/or the PEO may establish additional thresholds for programs and/or reporting requirements for activities falling below the applicability threshold identified in DODI 5000.02.

**5.7.3. Program Resources.** The MDA will not approve entrance criteria without documentation of adequate resources for program execution. Program execution must result in an operational capability delivered for the increment.

**5.8. Program Management Structure.** All USTRANSCOM acquisition ACAT III programs are managed within one of three program management structures. The approved management approach is documented in a Program Management Agreement (PMA), MOA, or a Program Charter. The PMA will be approved by the CAE and Chief Financial Officer, additionally the Chief Information Officer if the program activity involves Information Technology. The MOA will be signed by the CAE and the Component/Service acquisition equivalent. The Program Charter will be signed by the CAE or Service equivalent. The CAE will determine whether a PMA, MOA, Program Charter, or a combination of the three is required. ACAT I – III, and joint programs, have different documentation requirements. The three management structures are:

**5.8.1. USTRANSCOM Managed - USTRANSCOM MDA.** The CAE or the PEO will appoint a PM. PM will accomplish a PMA. A Program Charter will be required if the program is outside the existing Program Management Office.

**5.8.2. Service/Component Managed - USTRANSCOM acquisition authority.** Through a MOA, the CAE and Service/Component acquisition equivalent agree on the appointment of a Service/Component PM to manage the program under the direction of a USTRANSCOM acquisition authority.

**5.8.3. Service/Component Managed - Service/Component MDA.** Through a MOA, the CAE and Service/Component acquisition equivalent agree the program will be managed under service/component acquisition authority.

**5.9. Information Dissemination.** The PM is the authoritative source for all program-related information. During the contracting phase, the CO shall be the only official that approves any requests for release of information (except for releases subject to the Freedom of Information Act). The CO and the PM will work as a team to ensure proper management and control of program information.

**5.10. MDA.** The MDA will be appointed by the Office of the Secretary of Defense/Acquisition, Technology, and Logistics for ACAT I programs and by the CAE for all other programs in accordance with DODI 5000.02

**5.11. Cradle-to-Grave Sustainment Responsibility.** PMs must plan for the total life cycle support of each program. USTRANSCOM MDA programs (pre-milestone (MS) C) will reflect cradle-to-grave management planning in program documentation. A property accountability and disposal plan for equipment will be documented in the Materiel Fielding Plan. The PM and Component(s) will establish an operating baseline prior to fielding and conduct cost validation to measure operational cost savings.

**5.12. Metrics.** The PM will establish customer satisfaction metrics and contractor cost, schedule, performance, and risk metrics.

## **6. Contracting Policies.**

### **6.1. Acquisition Planning.**

**6.1.1.** The purpose of acquisition planning is to ensure that the Government meets its needs in the most effective, economical, and timely manner possible. It should begin as soon as a requirement is identified; preferably well in advance of the fiscal year in which the requirement is needed. Acquisition planning should be undertaken with the goal of identifying requirements in such a manner as to provide for full and open competition and to encourage offerors to supply commercial items/services to the maximum extent possible.

**6.1.1.1.** For services requirements, effective acquisition planning from requirements definition through contract award will be accomplished by members appointed to a multi-functional team led by a PM or CO. Multi-functional teams are responsible for shaping effective and efficient acquisition strategies for services acquisitions – and the execution of such strategies. Membership in the multi-functional team will consist of personnel from various directorates who possess requisite expertise in their assigned area of responsibility.

**6.1.1.2.** For all other requirements, effective acquisition planning from requirements definition through contract award will be accomplished by the requiring activity in concert with the appropriate contracting activity.

**6.1.2. Required Sources of Supply.** Government sources of supply must be used to satisfy requirements for supplies and services prior to initiating any acquisition through the contracting process. Federal Acquisition Regulation (FAR) Part 8 states that Government agencies shall satisfy requirements for supplies and services from or through the sources and publications listed below in descending order of priority:

**6.1.2.1. Supplies.**

**6.1.2.1.1. Agency inventories.**

**6.1.2.1.2. Excess from other agencies.**

**6.1.2.1.3. Federal Prison Industries, Inc.**

**6.1.2.1.4. Products available from the Committee for Purchase from People Who are Blind or Severely Disabled (AbilityOne).**

**6.1.2.1.5. Wholesale supply sources, such as stock programs of the General Services Administration, the Defense Logistics Agency, the Department of Veterans Affairs, and Military Inventory Control Points.**

**6.1.2.1.6.** Mandatory Federal Supply Schedules.

**6.1.2.1.7.** Optional Use Federal Supply Schedules.

**6.1.2.1.8.** Commercial Sources (including educational and nonprofit institutions).

**6.1.2.2.** Services.

**6.1.2.2.1.** Products available from the Committee for Purchase from People Who are Blind or Severely Disabled (AbilityOne).

**6.1.2.2.2.** Mandatory Federal Supply Schedules.

**6.1.2.2.3.** Optional Use Federal Supply Schedules.

**6.1.2.2.4.** Federal Prison Industries, Inc., or other commercial sources (including educational and nonprofit institutions).

**6.1.3.** Interagency Acquisitions. In accordance with the FAR, all interagency requirements packages involving non-DOD contracting offices must be reviewed by USTRANSCOM Acquisition Policy Branch (TCAQ-P) prior to processing this type of package. This review will determine the appropriateness of the acquisition strategy and the documents required for assisted or direct interagency acquisitions.

**6.1.4.** Intra-agency Acquisitions. All intra-agency requirements packages involving DOD contracting offices other than TCAQ must be reviewed by TCAQ-P prior to processing this type of package. This review will determine the appropriateness of the acquisition strategy and the documents required for intra-agency acquisitions.

**6.1.5.** Market Research. In accordance with FAR Part 7.102, market research is accomplished for all acquisitions to promote the acquisition of commercial items and to provide for full and open competition to the maximum extent possible. It is accomplished by the requiring activity, with assistance of the CO, and should be accomplished prior to, or in conjunction with, development of the Performance Work Statement (PWS).

**6.1.5.1.** When conducting market research, it is very important to inform vendors that there is no contractual commitment to be construed as a result of the inquiry being made, nor is there a guarantee that they will have an opportunity to provide a proposal for the requirement. Additionally, it is imperative that the government estimate or current program funding levels are not discussed when conducting market research.

**6.1.5.2.** The results of the market research accomplished will determine if the requirement is commercial or non-commercial in nature. A commercial item is generally defined as any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes; and has been sold, leased, or licensed to the general public; or has been offered for sale, lease, or license to the general

public. Commercial services are generally defined as services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed or specific outcomes to be achieved and under standard commercial terms and conditions.

**6.1.5.3.** If the requirement is determined to be commercial in nature, the market research will reveal standard terms and conditions found in the commercial marketplace that should be incorporated into the PWS, if appropriate. Additionally, market research will reveal the practices of firms engaged in producing, distributing, and supporting commercial items, such as type of contract, terms for warranties, buyer financing, maintenance, and packaging/marketing that should also be incorporated into the PWS, if appropriate.

#### **6.1.6. Purchase Descriptions.**

**6.1.6.1. Services.** Purchase descriptions for services will be included in a PWS and will reflect the minimum needs of the requiring activity. Purchase descriptions for services will be written in a performance-based manner, identifying the requirements in terms of results rather than the method of performing the work. They should include a clear description of a project's/program's overall purpose and specific goals. As described above, the purchase description will include standard terms and conditions found in the commercial marketplace when the requirement is determined to be commercial in nature. Purchase descriptions shall also include any special performance requirements for DOD-approved carriers.

**6.1.6.2. Supplies.** Purchase descriptions for supplies will also be written to reflect the minimum needs of the requiring activity. Supply purchase descriptions will identify the salient physical characteristics of the item to be acquired, i.e., maximum measurements of the item, performance standards of the item, etc.

**6.1.6.3. Brand-Name Only Purchase Descriptions.** In certain circumstances it may be necessary to identify a requirement via a brand-name description. 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. As such, the requiring activity, with assistance of the CO, must prepare a justification to use a brand-name only purchase description. The justification shall be prepared in accordance with the requirement of FAR 6.303, or FAR 8.405-6(g)(2) for orders placed under Federal Supply Schedules, and 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. Additionally, FAR 5.102(a)(6) requires that the brand-name only justification be synopsized with the solicitation. Note that 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.

**6.1.7. Advisory and Assistance Services.** A&AS are a legitimate way to support USTRANSCOM's mission and operations. Accordingly, A&AS may be used at all organizational levels to help managers achieve maximum effectiveness or economy to meet

mission requirements. Subject to FAR 37.2, USTRANSCOM may contract for A&AS when essential to its mission to:

- 6.1.7.1.** Obtain outside points of view to avoid too limited judgment on critical issues.
- 6.1.7.2.** Obtain advice regarding developments in industry, university, or foundation research.
- 6.1.7.3.** Obtain the opinions, special knowledge, or skills of noted experts.
- 6.1.7.4.** Enhance the understanding of, and develop alternative solutions to, complex issues.
- 6.1.7.5.** Support and improve the operation of organizations.
- 6.1.7.6.** Ensure the more efficient or effective operation of managerial or hardware systems.

**6.1.7.7.** A&AS shall not be:

**6.1.7.7.1.** Used in performing work of a policy, decision-making, or managerial nature that is the direct responsibility of USTRANSCOM officials.

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

**6.1.7.7.3.** Contracted for on a preferential basis to former government employees.

**6.1.7.7.4.** Used under any circumstances, specifically to aid in influencing or enacting legislation.

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

**6.1.8.** PWS Development. For service acquisitions, the requiring activity will prepare a PWS taking into consideration all of the information gathered during market research. A sample PWS is provided at Attachment 4. The requiring activity should contact the CO assigned to the acquisition prior to developing the PWS to obtain their assistance. At a minimum, the PWS will include the following:

**6.1.8.1.** Description of Services, to include the performance-based purchase description, as identified above. The Description of Services will also include a deliverable schedule which shall identify all specific contract deliverables included in the PWS, initial delivery due dates, and government review/acceptance timeframes and final delivery due dates.

**6.1.8.2.** Service Delivery Summary. The Service Delivery Summary will reflect the key performance elements within the PWS. The key performance elements are those areas of performance that are considered to be critical to successful performance. The Service Delivery Summary will also include performance objectives as well as performance thresholds for each

key performance element. The performance objective is a “level” or “limit” (measurable outcome) at which a contractor is required to perform. The threshold is the amount of time, percentage, etc., that the contractor must perform the key performance element so that their services are considered to be performed in a successful manner.

**6.1.8.3.** A listing of government-furnished property or information to be made available to the contractor during performance. In accordance with FAR 45.2, this listing must include the following:

**6.1.8.3.1.** Name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

**6.1.8.3.2.** Quantity/unit of measure.

**6.1.8.3.3.** Unit acquisition cost.

**6.1.8.3.4.** Unique-item identifier or equivalent (if available and necessary for individual item tracking).

**6.1.8.3.5.** A statement as to whether the property is to be furnished in an “as-is” condition and instructions for physical inspection.

**6.1.8.4.** General Information. General information includes any additional information not already discussed in the PWS that a contractor will need to ensure successful accomplishment of the performance requirements. Examples include historical workload data, security information, base access information, normal working hours, etc. Additionally, in accordance with DODI 3020.27, *Continuation of Essential DOD Contractor Services During Crisis*, (see also USTRANSCOM Instruction 63-4, *Continuation of Essential USTRANSCOM Contractor Services During Crisis Situations*), services designated as mission essential must be identified in the PWS to ensure continuation of those services by contractor personnel during crisis situations.

**6.1.9.** Acquisition Strategy Panel (ASP). An ASP is required to be conducted for acquisitions that meet the thresholds for written Acquisition Plans as identified in DFARS 207.103(d)(1), (current threshold for development efforts is \$10M, and the current threshold for production or services efforts in a single fiscal year is \$25M, or \$50M for all fiscal years) or for any special interest acquisition as identified by the Director of Acquisition. The purpose of the ASP is to coordinate the planned acquisition strategy with appropriate Acquisition Team representatives. For Programs of Record, the PM shall conduct the ASP. For all other acquisitions, the CO shall conduct the ASP, with assistance from the requiring activity.

**6.1.10.** Acquisition Planning Documentation. All acquisitions valued at or over the Simplified Acquisition Threshold require formal documentation of the acquisition strategy to be utilized. The CO, with assistance from the requiring activity, will prepare the required acquisition planning documentation. The required contents for all written acquisition plans are identified in FAR Part 7.105 and DFARS Part 207.105.

**6.1.10.1.** Acquisition Summary Strategy Review . For acquisitions valued above the simplified acquisition threshold up to the thresholds for written acquisition plans as identified in DFARS 207.103(d)(1), an Acquisition Summary Strategy Review form will be utilized to formally document the acquisition strategy. The CO, with assistance from the requiring activity, will complete the Acquisition Summary Strategy Review form.

**6.1.10.2.** Acquisition Plan. In accordance with DFARS 207.103(d)(i), for acquisitions valued over \$10M for development efforts and \$25M for production or services efforts in a single fiscal year, or \$50M for all fiscal years, a formal written acquisition plan will be utilized to document the acquisition strategy. The CO, with assistance from the requiring activity, will complete the Acquisition Plan.

## **6.2. Requirements Package Composition.**

**6.2.1.** Upon completion of market research and development of purchase descriptions, the requiring activity, with assistance from the CO (and members of the multi-functional team for service requirements), will prepare a requirements package, obtain necessary coordination as identified in Para 6.3., and submit it to TCAQ, or the appropriate contracting activity, to formally begin the contracting process. Examples of documentation that would be included in a requirements package for service requirements are identified in paragraphs 6.2.1.1. through 6.2.1.12. Examples of documentation that would be included in a requirements package for requirements other than services (commodities) are identified in paragraphs 6.2.1.1., 6.2.1.2., 6.2.1.3., 6.2.1.4., 6.2.1.6., if required, 6.2.1.8., if required, 6.2.1.10., if required, 6.2.1.11., if required, and 6.2.1.12, if required.

**6.2.1.1.** Requirements package coordination documentation. All requirements packages shall be coordinated through the appropriate USTRANSCOM directorates as described in paragraph 6.3. Ensure that coordination documentation identifies: 1) the fiscal year of the funds to be utilized; 2) the program name and brief description; 3) the period of performance; 4) the type and total amount of funds required to execute the contract, to include all option periods; and, as applicable; 5) the number of full time equivalents; 6) where the full time equivalents will be located; and 7) any Base Realignment and Closure impact. When acquiring Advisory and Assistance Services (A&AS), the coordination documentation shall include the following statement: "USTRANSCOM does not have in-house personnel readily available to perform the services requested in this requirements package. Therefore, contracted A&AS is required. This A&AS effort: 1) will not circumvent personnel ceilings; 2) will not replace displaced government personnel with A&AS contractors, unless proven to be financially advantageous to the government; 3) will not have A&AS contractors performing inherently governmental functions as defined in FAR 7.503; and 4) will not be administered in a manner that would render it a personal services contract in violation of FAR 37.104."

**6.2.1.2.** Purchase descriptions for services are identified in a PWS and will reflect the minimum needs of the government and will be written in a performance-based manner, identifying the requirements in terms of results rather than the method of performing the work. PWS tasks shall be written so that specific tasks to be accomplished are broken out by fund type. Purchase descriptions for supplies are also written to reflect the minimum needs of the government.

Supply purchase descriptions will include the salient physical characteristics of the item to be acquired, i.e., maximum measurements of the item, performance standards of the item, etc. and will indicate if the item of supply can be purchased on an “or equal” basis, or whether the item of supply must be obtained on a “brand name only” basis. Reference paragraph 6.1.6.3. regarding specific requirements for “brand name only” purchase descriptions. Supply purchase descriptions are normally included in the body of the applicable funding document.

**6.2.1.3. IGCE.** An IGCE will form the basis for the initial funding document supporting the acquisition and must be equal to the funding document. The IGCE must also include a breakout between fund sources and related PWS tasks, i.e., capital, operating, Distribution Process Owner, Transportation Working Capital Fund; and Research, Development, Test, and Evaluation (RDT&E), etc. The specific detail required will vary depending upon the requirements to be acquired and the type of contract anticipated. Requiring activities are encouraged to contact the assigned CO for assistance prior to preparing the IGCE. At a minimum, for contracts acquiring labor and materials, the IGCE should identify the labor cost (including labor categories anticipated to be employed under the contract, the number of hours per each labor category, and the hourly rate per labor category), material costs (including any software/hardware, etc., necessary to accomplish the requirement), travel costs, and any other costs anticipated to be directly attributable under the contract. This level of detail is required for the base period and, if applicable, each option period. For transportation service contracts, the IGCE should identify the basis of estimate such as statute miles, monthly service price, price for aircraft, etc. Other estimated costs for positioning/de-positioning aircraft, cancellation fees, etc., should also be included. Again, this level of detail is required for the base period and, if applicable, each option period. The IGCE can be based on historical data from similar contracts, adjusted for inflation and/or economic conditions, current market information, etc. All information provided must be well documented and clearly show how the IGCE was developed and by whom. As the IGCE forms the basis of the funding document and will be utilized during the evaluation of proposals process, it shall be provided as an attachment to the funding document, be signed digitally (by Common Access Card) or manually (by hand) and dated by the person who prepared the document. All pages shall be marked “For Official Use Only.” In no event shall an IGCE be prepared by a contractor. A sample IGCE is provided at Attachment 5.

**6.2.1.4. Funding Document.** A draft funding document provided by the Program Analysis and Financial Management Directorate (TCJ8) must be included in the requirements package. This draft funding document will serve as assurance that funding is reserved. The funding document must clearly distinguish between types of funding, i.e., Transportation Working Capital Fund capital and operating, Distribution Process Owner; or Research, Development, Test and Evaluation (RDT&E). Prior to solicitation issuance, issuance of a request for proposal for modifications, or issuance of an option modification, TCJ8 will provide a certified funding document (reference paragraph 6.4.).

**6.2.1.4.1.** All funding documents shall address the use of ozone depleting chemicals. In accordance with DFARS 223.803, inclusion of a specification or standard requiring submission of ozone depleting chemicals must be specifically authorized at a level no lower than a general or flag officer or a member of the Senior Executive Service of the requiring activity in accordance with Section 326, Pub. L. 102-484 (10 U.S.C. 2301 (repealed) note). This restriction is in

addition to any imposed by the Clean Air Act and applies after June 1, 1993, to all DOD contracts, regardless of place of performance. If it is determined that no ozone depleting chemicals are required, regardless of the dollar value, the following statement must be included: "I have reviewed the requirement, including technical documentation, and believe that it does not require the contractor to use Class I Ozone Depleting Chemicals in performance of the contract, nor does it require delivery of a separately identifiable Class I Ozone Depleting Chemicals as an item of supply or as a part of any service."

**6.2.1.4.2.** All funding documents shall be marked "For Official Use Only." The requiring activity should work with the assigned CO prior to drafting the funding document so that the line items identified in the funding document interface successfully with the Standard Procurement System (the electronic contract writing system utilized within DOD) based on the pricing structure of the solicitation document.

**6.2.1.5.** Quality Assurance Surveillance Plan (QASP). The QASP is a companion document to the PWS. It formally documents the procedures the Government will take to ensure that the Government is getting the service it is paying for. The QASP will include a description of the performance objectives and thresholds identified in the Service Delivery Summary included in the PWS, the methodology the Government will use in accomplishing contract surveillance of the contractor's performance to ensure that performance thresholds are being met, and any actions that the Government may take should contractor performance not be at an acceptable level. A copy of the QASP may be provided to the contractor for information purposes only. It does not become part of the resultant contract. A sample QASP is provided at Attachment 6.

**6.2.1.6.** Cyberspace Infrastructure Planning System documentation applies when the acquisition is for Command, Control, Communications and Computer Systems, equipment, or services.

**6.2.1.7.** Contracting Officer's Representative (COR) Nomination Letter. In accordance with USTRANSCOM Instruction (USTCI) 63-5, *Contracting Officer's Representative Program*, a COR must be nominated, in writing, for each service contract. A sample COR nomination letter is included as Attachment 2 to USTCI 63-5. A copy of the COR's formal training certificate is required to be attached to the COR nomination letter, serving as evidence that the COR has completed formal training as required.

**6.2.1.8.** Defense Business Systems Modernization Committee Certification. This certification is required under 10 U.S.C. 2222 (as added by Section 332 of the Ronald W. Reagan National Defense Authorization Act for Fiscal Year 2005) for all information technology business system acquisitions or modernizations costing over \$1M. All such system acquisitions must be certified by the appropriate DOD business systems Investment Review Boards and approved by the Defense Business Systems Modernization Committee. The \$1 million cost threshold applies only to funds used to acquire or develop a new business system or to modify an existing system. Defense Business Systems Modernization Committee certification is required for any significant modification or enhancement of an existing defense business system (other than necessary to maintain current services).

**6.2.1.9.** Justification and approval for other than full and open competition under FAR Part 6, Competition Requirements, or a Limited Sources justification and approval when competition will be limited under FAR Part 8.4, Federal Supply Schedules. The government is required to promote and provide for full and open competition in soliciting offers and awarding government contracts; however, the statutes provide for limited exceptions as identified in FAR 6.302 and FAR 8.405-6. The requiring activity should consult with TCAQ prior to proposing an acquisition that limits competition. If the decision is made that competition must be limited, a justification and approval for other than full and open competition, or a Limited Sources justification and approval, shall be completed by the requiring activity, as appropriate, with assistance from the assigned CO. Guidance for Preparation of a Justification and Approval is provided at Attachment 7 and Guidance for Preparation of a Limited Sources Justification and Approval is provided at Attachment 8.

**6.2.1.10.** DD Form 254, *Contract Security Classification Specification, Department of Defense*. This form must be signed by the Operations and Plans Directorate's Antiterrorism and Security Branch (TCJ3-FP) personnel, and be included in the requirements package if the contractor will be required to have access to classified equipment or information. The DD Form 254 will specify the security levels of the contractor's facility, employee clearances, unique handling instructions, applicable security regulations and agreements, and who will have overall government responsibility for security.

**6.2.1.11.** Use of Non-DOD Contracts. Prior to initiating a contract acquisition under a non-DOD contract vehicle the CO, with assistance from the requiring activity, must prepare a Determination and Finding addressing the following:

**6.2.1.11.1.** Whether using a non-DOD contract for such action is in the best interest of DOD, considering schedule, cost effectiveness (taking into account discounts and fees), satisfying customer requirements and contract administration (including oversight).

**6.2.1.11.2.** Whether the tasks to be accomplished or supplies to be provided are within the scope of the contract to be used.

**6.2.1.11.3.** Whether the funding is used in accordance with appropriation limitations.

**6.2.1.11.4.** Whether to identify terms, conditions, and requirements to the assisting agency for incorporation into the order or contract, as appropriate, to comply with all applicable DOD-unique statutes, regulations, directives and other requirements.

**6.2.1.12.** When the requirement will include a deliverable involving technical data, computer software or computer software documentation, the requirements package will describe how the deliverable will be used throughout the life cycle of the associated project/program (future procurement package, delivery to support contractor, etc.)

**6.2.2.** Annually, the USTRANSCOM RDT&E program awards funds for project execution. Requirements packages for RDT&E projects led by USTRANSCOM will consist of the

documentation identified above. Requirements packages for RDT&E projects led by any Other Government Entity will consist of the following:

**6.2.2.1.** Requirements package coordination documentation.

**6.2.2.2.** Command Section approval of the projects.

**6.2.2.3.** Project description, in accordance with USTCI 61-1, *USTRANSCOM RDT&E Program* (Attachment 2).

**6.2.2.4.** Properly prepared/completed funding document.

**6.2.3.** Requirements packages that are processed as a result of a required contract modification must contain the following required documentation:

**6.2.3.1.** Requirements package coordination documentation. Refer to paragraph 6.2.1.1.

**6.2.3.2.** A statement signed by the PM or requiring official and the CO certifying that the modified requirement is within the scope of the initial contract.

**6.2.3.3.** Funding Document. Refer to paragraph 6.2.1.4.

**6.2.3.4.** Any documents identified under sub-paragraph 6.2.1.1. through 6.2.1.12. that are revised as a result of the modification, i.e., an updated PWS which reflects the modified requirement, an updated IGCE which reflects the modified requirement, etc.

**6.2.4.** All option-year requirements packages generated within USTRANSCOM must contain the following required documentation:

**6.2.4.1.** Requirements package coordination documentation. Refer to paragraph 6.2.1.1. for specific requirements if there is a change in scope, dollar amount, or type of funds. Option-year requirements packages with no change in scope, dollar amount, or type of funds will only require CO coordination.

**6.2.4.2.** A statement signed by the PM or requiring official and the CO certifying that the option year requirement is being exercised in accordance with the terms and conditions of the contract and no changes are being incorporated.

**6.2.4.3.** Funding Document. Refer to paragraph 6.2.1.4.

**6.3. Requirements Package Coordination Process.** All requirements packages shall be coordinated through the directorates listed below, as required. USTRANSCOM requiring activities, with assistance of the CO, will determine the appropriate coordination requirements based on their acquisition. The requiring activity will then obtain the appropriate coordination of their complete requirements package through the various USTRANSCOM Directorates. If the amount or type of funds, or the scope of work for an acquisition changes after release of a

solicitation, the requiring activity will consult with the CO to determine what additional coordination may be required. Electronic coordination is acceptable and may be obtained in parallel by every directorate with the exception of the Staff Judge Advocate (TCJA) (see paragraph 6.3.10.).

**6.3.1.** Manpower and Personnel Directorate (TCJ1), if the acquisition includes contractor services or has any impact on manpower.

**6.3.2.** Operations and Plans Directorate (TCJ3-FP), if the acquisition grants contractors access to classified information and/or equipment or access to controlled areas or any that involve a DD Form 254, Contract Security Classification Specification, Department of Defense, for any Force Protection/Antiterrorism issues, or includes any specific security concerns.

**6.3.3.** Strategy, Policy, Programs, and Logistics Directorate (TCJ5J4), if the acquisition involves any program under TCJ5J4 responsibility (i.e., RDT&E, Radio Frequency Identification Implementation and Data Interface/Automatic Identification Technology, Distribution Process Owner, etc.

**6.3.4.** Command, Control, Communications and Computer Systems Directorate (TCJ6), if the acquisition involves Command, Control, Communications and Computer supplies or services or Information Technology (IT) support.

**6.3.5.** Joint Distribution Process Analysis Center (TCAC), if the acquisition involves command metrics, modeling, simulation, optimization, or analysis.

**6.3.6.** TCAQ-P if the acquisition will be processed by a contracting activity outside of USTRANSCOM.

**6.3.7.** Chief of Staff-Base Realignment and Closure Transformation/Facilities Management (TCCS-BT/FM), if the acquisition will acquire full time equivalents.

**6.3.8.** Research Center (TCRC), if the acquisition involves commercial publications, subscriptions, or video tapes.

**6.3.9.** Other directorates, as required, when the proposed acquisition involves their area of responsibility.

**6.3.10.** TCJA for all requirements packages (except for requirements packages for option years with no change in scope, dollar amount, or type of funds. See paragraph 6.3.12.). TCJA coordination will be obtained last.

#### **6.4 Requirements Package Funds Certification.**

**6.4.1.** Prior to solicitation issuance or issuance of a request for proposal for modifications, and receipt of all coordination required in paragraph 6.3., the CO will provide TCJ8 a copy of the IGCE, PWS, and proposed Contract Line Item Number (CLIN) structure. TCJ8 will review

those documents and validate purpose, time, and amount of funds and will provide certification of the funding document. Review and validation of purpose, time, and amount of funds will be annotated on the TCAQ Review Sheet. If the type of funding required changes, or there is a change in the scope of the work that affects funding after solicitation issuance or issuance of a request for proposal for modifications, TCJ8 will review such changes to determine if there is a required change in the purpose, time, and amount of funds prior to award of the contract or modification, and provide any required certification of revised funding. This review will be annotated on the TCAQ Review Sheet.

**6.4.2.** Prior to issuance of an option modification, the CO will provide TCJ8 a copy of the IGCE and PWS. TCJ8 will review those documents and validate purpose, time, and amount of funds and will provide certification of funding. This review will be annotated on the TCAQ Review Sheet

## **6.5. Vendor Demonstrations/Bailment Agreements.**

**6.5.1.** General Information. USTRANSCOM personnel may engage in discussions or accept information, literature, briefings, or demonstrations which provide useful information on industry-wide development or background knowledge concerning the capabilities of a specific corporate entity. Utmost caution shall be exercised by all personnel receiving such information in order to protect sensitive governmental planning data and proprietary commercial information to prevent a conflict, or appearance of a conflict of interest, and to otherwise maintain fairness in the procurement process, i.e., equal competitive opportunity for all contractors. Additional guidance is available in DODD 5500.7, *Standards of Conduct*; DODD 5500.7-R, *Joint Ethics Regulations*; as well as FAR Part 3, *Improper Business Practices and Personal Conflicts of Interest*. USTRANSCOM personnel may also consult TCJA to obtain further advice and guidance.

**6.5.2.** Vendor Demonstrations. USTRANSCOM personnel that require contractor vendor demonstrations will comply with the following procedures:

**6.5.2.1.** The Directorate Action Officer who desires to participate in a demonstration shall prepare and forward a Demonstration Agreement (sample at Attachment 9). A copy of the signed Demonstration Agreement shall be forwarded to TCAQ 10 days prior to the demonstration.

**6.5.2.2.** The Directorate Action Officer will provide copies of discussion, presentation, and demonstration material to TCAQ.

**6.5.2.3.** The Directorate Action Officer is responsible for ensuring that TCJ3-FP is provided with all data required for contractor personnel and equipment requiring access to USTRANSCOM. Information should be provided at least 10 working days prior to the arrival of vendor/contractor personnel.

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

**6.5.3. Bailment Agreements.** Bailment describes a legal relationship in common law where physical possession of personal property is transferred from one person (the 'bailor') to another person (the 'bailee') who subsequently holds possession of the property. However, it is distinguished from a contract of sale or a gift of property, as it only involves the transfer of possession and not its ownership. In order to create a bailment, the bailee must both intend to possess and actually physically possess the bailable property. A Bailment Agreement is often times used when a contractor's product must be tested to determine if it meets the needs of the customer. Prior to utilizing any vendor-owned products, to include software, a Bailment Agreement shall be executed by a CO and be reviewed by TCJA. A sample Bailment Agreement is provided at Attachment 10.

## **6.6. Unsolicited Proposals (USP).**

**6.6.1. General Information.** In accordance with FAR 15.603(c), USTRANSCOM may accept for review a valid USP that meets the following requirements:

**6.6.1.1.** Is innovative and unique.

**6.6.1.2.** Is independently originated and developed by the offeror.

**6.6.1.3.** Is prepared without government supervision, endorsement, direction, or direct government involvement.

**6.6.1.4.** Includes sufficient detail to permit a determination that government support could be worthwhile and the proposed work could benefit the agency's research and development or other mission responsibilities.

**6.6.1.5.** Is not an advance proposal for a known agency requirement that can be acquired by competitive methods.

**6.6.1.6.** Does not address a previously published requirement.

**6.6.2.** Advertising material, commercial item offers, contributions defined in FAR 15.601, or routine correspondence are not considered to be a USP.

**6.6.3. Procedures.**

**6.6.3.1.** Upon receipt of a USP by any USTRANSCOM personnel, to include contractor personnel acting on behalf of USTRANSCOM in accordance with the terms and conditions of the contract they are performing under, the USP shall be forwarded directly to TCAQ-P. No further review or processing shall take place until TCAQ makes a determination that the USP meets the FAR criteria entitling it to be processed as a USP. If a determination is made that the USP does meet the FAR criteria, TCAQ will provide a formal acknowledgement to the contractor of receipt of the USP and will then forward the USP to the appropriate Directorate for

a technical review using the review criteria provided below. The appropriate Directorate shall review the USP and provide TCAQ with the written review results.

**6.6.3.2.** The Directorate point of contact assigned to accomplish the review shall ensure that the USP is safeguarded in accordance with FAR 3.104.

**6.6.3.3.** Before initiating a comprehensive evaluation of the USP, the Directorate point of contact shall coordinate with TCAQ to determine if the USP meets the following criteria:

**6.6.3.3.1.** Is suitable for submission in response to an existing agency requirement.

**6.6.3.3.2.** Is related to the agency mission.

**6.6.3.3.3.** Contains sufficient technical information and cost-related or price-related information for evaluation.

**6.6.3.3.4.** Has overall scientific, technical, or socioeconomic merit.

**6.6.3.3.5.** Has been approved by a responsible official or other representative authorized to obligate the offeror contractually.

**6.6.3.3.6.** Complies with the marking requirements of FAR 15.609.

**6.6.3.4.** If the proposal meets the requirements above, the Directorate point of contact shall promptly acknowledge receipt and accomplish a comprehensive review of the USP. If the proposal is rejected because the USP does not meet the requirements above, TCAQ shall promptly inform the offeror, in writing, of the reasons for the rejection and of the proposed disposition of the unsolicited proposal.

**6.6.3.5. Comprehensive Evaluation.** A comprehensive evaluation shall be conducted by the appropriate Directorate point of contact, who shall attach or imprint on each USP the legend required by FAR 15.609(d). When performing a comprehensive evaluation of a USP, the Directorate point of contact shall consider the factors listed below, in addition to any others appropriate for the particular USP. The Directorate point of contact shall notify TCAQ of their recommendations when the evaluation is completed.

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

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

**6.6.3.5.3.** Potential contribution of the effort to the agency's specific mission.

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

**6.6.3.5.5.** The qualifications, capabilities, and experience of the proposed principal investigator, team leader, or key personnel critical to achieving the proposal objectives.

**6.5.3.5.6.** The realism of the proposed cost.

**7. Adopted Forms:**

DD Form 254, *Contract Security Classification Specification, Department of Defense*

DD Form 1144, *Support Agreement*

GAIL M. JORGENSON  
SES, DAF  
Director of Acquisition

10 Attachments:

1. Glossary of References and Supporting Information
2. Roles and Responsibilities
3. Contracting Guidance
4. Sample Performance Work Statement
5. Sample Independent Government Cost Estimate
6. Sample Quality Assurance Surveillance Plan
7. Guidance for Preparation of a Justification and Approval
8. Guidance for Preparation of a Limited Source Justification and Approval
9. Sample Format for Demonstration Agreement
10. Sample Bailment Agreement

**ATTACHMENT 1****GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION****References**

Federal Acquisition Regulation (FAR) and DOD Supplement thereto.  
DOD Instruction 3020.27, *Continuation of Essential DOD Contractor Services During Crisis*  
DOD Instruction 5000.02, *Operation of the Defense Acquisition System*  
DOD Directive 5158.04, *United States Transportation Command*  
DOD Directive 5500.7, *Standards of Conduct*  
DOD Regulation 5500.7-R, *Joint Ethics Regulation*  
Chairman of the Joint Chiefs of Staff Instruction 3170.01G, *Joint Capabilities Integration and Development System*  
USTRANSCOM Instruction 61-1, *USTRANSCOM Research, Development, Test and Evaluation Program*  
USTRANSCOM Instruction 63-4, *Continuation of Essential USTRANSCOM Contractor Services During Crisis Situations*  
USTRANSCOM Instruction 63-5, *Contracting Officers Representative Program*  
USTRANSCOM Policy Directive 90-8, *Agreements with Other Agencies*

**Abbreviations and Acronyms**

A&AS - Advisory and Assistance Services  
ACAT - Acquisition Categories  
ASP - Acquisition Strategy Panel  
CAE - Component Acquisition Executive  
CDRUSTRANSCOM - Commander, USTRANSCOM  
CO - Contracting Officer  
COR - Contracting Officer's Representative  
DOD - Department of Defense  
EA - Economic Analysis  
FAR - Federal Acquisition Regulation  
IGCE - Independent Government Cost Estimate  
JROC - Joint Requirement Oversight Council  
MDA - Milestone Decision Authority  
MOA - Memorandum of Agreement  
PEO - Program Executive Officer  
PM - Program Manager  
PMA - Program Management Agreement  
PWS - Performance Work Statement  
QASP - Quality Assurance Surveillance Plan  
RDT&E - Research, Development, Test, and Evaluation  
TCAC - USTRANSCOM Joint Distribution Process Analysis Center  
TCAQ - USTRANSCOM Acquisition Directorate  
TCAQ-P - Acquisition Policy Branch

TCCS-BT/FM - BRAC Transformation/Facilities Management  
TCJA - USTRANSCOM Staff Judge Advocate  
TCJ1 - USTRANSCOM Manpower and Personnel Directorate  
TCJ3 - USTRANSCOM Operations and Plans Directorate  
TCJ3-FP - USTRANSCOM Operations and Plans Directorate – Antiterrorism and Security Branch  
TCJ5/4 - USTRANSCOM Strategy, Policy, Programs, and Logistics Directorate  
TCJ6 - USTRANSCOM Command, Control, Communications and Computer Systems Directorate  
TCJ8 - USTRANSCOM Programs Analysis and Financial Management Directorate  
TCRC - USTRANSCOM Research Center  
USP - Unsolicited Proposal  
USTRANSCOM - United States Transportation Command

### **Terms and Definitions**

**Acquisition.** The acquiring by contract with appropriated funds of supplies or services (including construction) by and for the use of the Federal Government through purchase or lease, whether the supplies or services are already in existence or must be created, developed, demonstrated, and evaluated. Acquisition begins at the point when agency needs are established and includes the description of requirements to satisfy agency needs, solicitation and selection of sources, award of contracts, contract financing, contract performance, contract administration, and those technical and management functions directly related to the process of fulfilling agency needs by contract.

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

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

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

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

budgeting, accounting, performance auditing, and administrative/technical support for conferences and training programs.

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

**Engineering and Technical Services**, i.e., contractual services used to support the program office during the acquisition cycle by providing such services as systems engineering and technical direction to ensure the effective operation and maintenance of a weapons system or major system as defined in Office of Management and Budget (OMB) Circular No. A-109, or to provide direct support of a weapons system that is essential to research, development, production, operation, or maintenance of the system.

**Agency Head or Head of the Agency.** The Secretary, Attorney General, Administrator, Governor, Chairperson, or other chief official of an executive agency, unless otherwise indicated, including any deputy or assistant chief official of an executive agency.

**Best Value.** The expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement.

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

**Cyberspace Infrastructure Planning System.** A document which describes a required communications computer capability, justifies the need, identifies resources, and documents the validation and approval of the requirement.

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

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

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

**Contract Modification.** Any written change in the terms of a contract.

**Contract Types.** Some of the more commonly used types of contracts used in Federal procurement and governed by the FAR are.

**Cost Reimbursement Contract.** A contract that provides for payment to the contractor of allowable incurred costs to the extent provided in the contract. They are suitable for use only when

the uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed price contract. Associated with level of effort type contracts where deliverables are not the basis for payment but only the expending of resources by the contract are required for payment. Some types of cost contracts are:

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

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

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

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

**Time-and-Material (T&M) and Labor-Hour (LH) Contracts.** A time-and-material or labor-hour contract may be used only when it is not possible at the time of placing the contract to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence. A T&M or LH contract that is proposed to exceed three years requires approval by the Director of Acquisition on a Determination and Findings (D&F) document prior to the execution of the base period. The contracting officer, with assistance from the requiring activity, will prepare the D&F to document the need for such services beyond three years.

**Contracting Officer (CO).** An individual authorized to enter into, administer, and/or terminate contracts and make related findings and determinations. The CO is the only person authorized to obligate the government.

**Contracting Officer's Representative (COR).** An individual designated in accordance with subsection 201.602-2 of the DFARS and authorized, in writing, by the contracting officer to perform specific technical or administrative functions.

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

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

**Economy Act of 1932.** Permits a federal agency to order supplies and services from another federal agency under certain conditions. The Act was designed to promote economy in government operations by permitting efficient use of government resources, even though they may be in another agency. This eliminates duplication of effort to build expertise in several agencies and allows a federal agency to take advantage of another federal agency's substantial experience in a specific area. The Economy Act also promotes the economy that results from consolidating requirements, i.e., quantity discounts and other tangible or intangible benefits.

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

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

**Government-Wide Purchase Card (GPC).** GPC is the official Government-Wide credit card used for purchases of \$3,000 or less for supplies, \$2,500 or less for non-personal services or \$2,000 or less for construction. The card is used similarly to any commercial credit card and is currently a VISA card issued in the cardholder's name. Training is required for the cardholder and the authorizing official who oversees the cardholder's purchases. Unauthorized purchases are outlined in Air Force Instruction 64-117, *Air Force Government-Wide Purchase Card (GPC) Program*

**Independent Government Cost Estimate (IGCE).** An estimate of the cost for goods and/or estimate of services to be procured by contract. Such estimates are prepared by Government personnel independent of contractors. (See Attachment 5 for more information on IGCEs.)

**Inherently Governmental Functions.** An inherently governmental function is a function that is so intimately related to the public interest as to mandate performance by government employees.

These functions include those activities that require either the exercise of discretion in applying government authority or the use of value judgments in making decisions for the government. Government functions normally fall into two categories:

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

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

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

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

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

**Option.** A unilateral right in a contract by which, for a specified time, the government may elect to purchase additional supplies or services called for by the contract, or may elect to extend the term of the contract.

**Performance Work Statement (PWS).** A statement of work for performance-based acquisitions that describes the required results in clear, specific, and objective terms with measurable outcomes.

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

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

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

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

**Requirements Package.** A package that contains required documentation in support of each instant acquisition.

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

**Resource Advisor.** Individual appointed by a Director or Command Support Group (CSG) Chief to monitor and help prepare estimated requirements for resources; participate in the development of obligation and expense targets; monitor the use of resources in day-to-day operations; and provide assistance to the Comptroller (TCJ8) during fiscal year-end close-out.

**Shall.** The imperative.

**Should.** An expected course of action or policy that is to be followed, unless inappropriate for a particular circumstance.

**Source Selection Information.** Any of the following information that is prepared for use by an agency for the purpose of evaluating a bid or proposal to enter into an agency procurement contract, if that information has not been previously made available to the public or disclosed publicly:

- (1) Bid prices submitted in response to an agency invitation for bids, or lists of those bid prices before bid opening.
- (2) Proposed costs or prices submitted in response to an agency solicitation, or lists of those proposed costs or prices.
- (3) Source selection plans.
- (4) Technical evaluation plans.
- (5) Technical evaluations or proposals.
- (6) Cost or price evaluations of proposals.
- (7) Competitive range determinations that identify proposals that have a reasonable chance of being selected for award of a contract.

- (8) Rankings of bids, proposals, or competitors.
- (9) Reports and evaluations of source selection panels, boards, or advisory councils.
- (10) Other information marked as “Source Selection Information – See FAR 2.101 and 3.104” based on a case-by-case determination by the head of the agency or the CO, that its disclosure would jeopardize the integrity or successful completion of the Federal agency procurement to which the information relates.

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

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

**Task Order.** An order for services placed against an established contract or with government sources. The terms and conditions for a delivery order can be found in the contract against which the order is placed.

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

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

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

**ATTACHMENT 2**

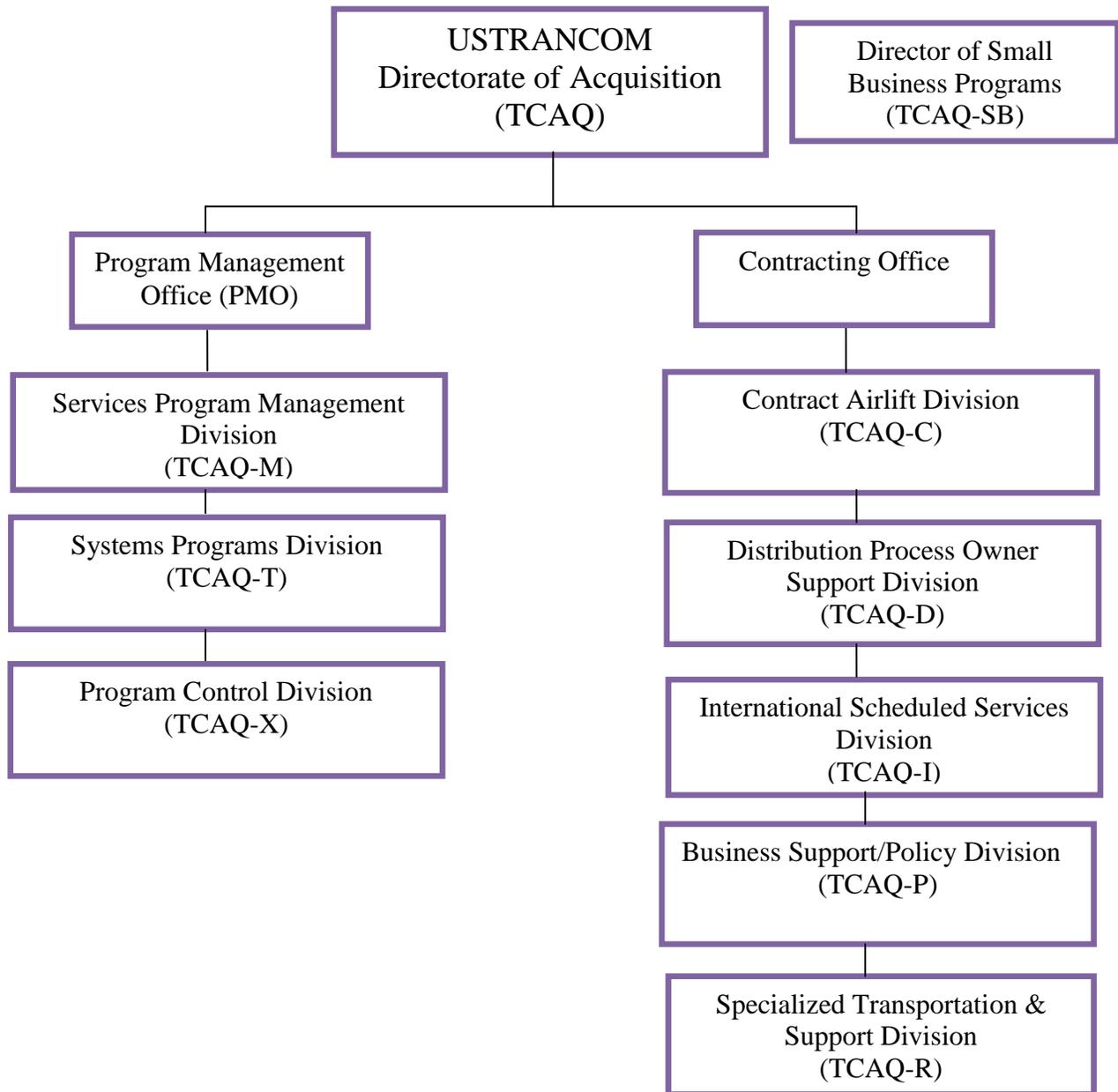
**ROLES AND RESPONSIBILITIES**

**A2.1.** Acquisition Management System roles and responsibilities of headquarters USTRANSCOM Centers and USTRANSCOM Components are outlined in the following table:

<b>Organization</b>	<b>Roles and Responsibilities</b>
CAE/TCAQ	<ul style="list-style-type: none"> <li>a. Exercise delegated Head of Agency, Acquisition Executive, Senior Procurement Executive, and Program Executive Officer responsibilities.</li> <li>b. Oversee and execute the USTRANSCOM Acquisition Management System.</li> <li>c. Develop agreements with Service/Component and Government Agencies concerning acquisition activities and, when appropriate, delegates program management functions.</li> <li>d. Direct and control the planning and execution of USTRANSCOM's worldwide procurement function.</li> <li>e. Review operational requirements for materiel solutions. Provide acquisition representative to Requirements Integrated Product Teams (RIPT).</li> <li>f. Initiate acquisition activities for approved and resourced requirements documents. Ensure user requirements are accomplished within acceptable management risk.</li> <li>g. Assist with USTRANSCOM technology development and prototyping efforts and manage the transition to acquisition.</li> <li>h. Is responsible for Planning, Programming, and Budgeting System aspects of acquisition funding, to include all relevant fund types.</li> <li>i. Charter and lead PIPTs to facilitate program coordination and decision making.</li> <li>j. Serve as single gateway for industry marketing and introduction.</li> <li>k. Approve System Production Certification and Fielding and Deployment Release, unless delegated.</li> <li>l. Charter PMs.</li> </ul>
PEO/TCAQ	<ul style="list-style-type: none"> <li>a. Exercise authority, direction, and control responsibilities; and accountability for cycle management of all assigned acquisition programs, including sensitive, classified programs, and security and classification authority for those programs where USTRANSCOM is the original classification authority.</li> <li>b. Serve as the decision authority for assigned programs; chair Acquisition Review Boards, Decision Meetings and Joint-Service Program Reviews, as appropriate; approve acquisition documentation, as appropriate.</li> <li>c. Designate ACAT III and below programs, forwarding listing of all programs so designated to appropriate authorities.</li> <li>d. Discharge assigned management responsibilities in a manner consistent with policies, procedures, and strategic goals established by USTRANSCOM.</li> <li>e. Oversee and ensure appropriate personnel resources are available for assigned acquisition programs. Supervise, advise, and evaluate the job performance of assigned PMs, and exercise fitness report/performance</li> </ul>

	<p>evaluation responsibility. Control salaries and related administrative expenses, and exercise classification authority for PEO/USTRANSCOM staff and Program Management personnel assigned to the PEO.</p> <p>f. Ensure, with USTRANSCOM support, integrity in fiscal and contractual matters. Control assigned programs and program administration financed in applicable resource types, and other appropriations that are allocated by for PEO/USTRANSCOM. This responsibility also extends to foreign military sales funding. Coordinate with and provide direction to the USTRANSCOM Comptroller for allocating budget adjustments, authorizing below threshold reprogramming, resolving funding issues, and preparing budget submissions.</p> <p>g. Exercise delegated review and approval authorities, including assigning PMs; and approving program operating guides, acquisition plans, and all appropriate certifications for programs, including cost estimates developed by or for PMs.</p> <p>h. Act as Source Selection Authority for all assigned programs when delegated by the CAE.</p> <p>i. Assess performance, cost, and schedule of assigned programs; review and assess changes reported, significance of problems reported by the PM, the PM's proposed action plans, and level of risk associated with such plans.</p> <p>j. Exercise program decision authority over all assigned programs.</p> <p>k. Ensure integrated logistics support is an integral part of the systems engineering process and that it remains a key consideration in all resource trade-off efforts, beginning with program initiation.</p> <p>l. Hold PMs accountable to ensure requirements objectives are pursued during the cost as an independent variable trade-off analysis process; promote commonality and ensure compatibility and interoperability for assigned programs.</p> <p>m. Establish IPTs for each program, when appropriate, and ensure cost of ownership and affordable readiness are implemented and measured throughout the life cycles of all programs.</p> <p>n. Perform MDA duties for assigned programs when delegated by the CAE.</p>
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**A2.2. TCAQ Acquisition Divisions**



**A2.3.** The following mission statements are provided for each Division within TCAQ, as well as for the Office of Small Business Programs:

PROGRAM MANAGEMENT OFFICE

PROGRAM MANAGEMENT (TCAQ-M)

Provide expertise on acquisition program management policies, procedures, and strategies to the commander, staff, and components.

SYSTEMS PROGRAMS DIVISION (TCAQ-T)

Provide management of cost, schedule, performance, and risk for USTRANSCOM-assigned acquisition programs and projects for information technology.

PROGRAM CONTROL DIVISION (TCAQ-X)

Provide acquisition financial management and cost estimation for USTRANSCOM-assigned acquisition programs.

CONTRACTING OFFICE

CONTRACT AIRLIFT DIVISION (TCAQ-C)

Provide procurement and worldwide administration of international charter airlift requirements supporting all DOD passengers and cargo during peace and wartime.

DISTRIBUTION PROCESS OWNER (DPO) SUPPORT DIVISION (TCAQ-D)

Provide responsive contracting and business advisory support for USTRANSCOM DPO support services as well as contracting support for Surface Deployment and Distribution Command (SDDC) national-level transportation system requirements.

INTERNATIONAL SCHEDULED SERVICES DIVISION (TCAQ-I)

Provide procurement of international multi-modal transportation services in support of DOD's peace and wartime worldwide movement of cargo.

**BUSINESS SUPPORT/POLICY (TCAQ-P)**

Provide expertise on acquisition policies, procedures, and strategies. Ensure USTRANSCOM maintains the highest ethical procurement standards while achieving world class, global warfighter support.

**SPECIALIZED TRANSPORTATION AND SUPPORT DIVISION (TCAQ-R)**

Provide responsive contracting and business advisory support for national and regional transportation programs serving DOD customers worldwide.

In addition to the Divisions identified above, the USTRANSCOM Office of Small Business Programs is collocated within TCAQ, and has the following mission statement:

**OFFICE OF SMALL BUSINESS PROGRAMS (TCAQ-SB)**

Provide advice and counsel to the commander on small business matters. Assist in developing strategies to ensure maximum participation and opportunities for small business concerns.

**A2.4. Detailed Roles and Responsibilities**

a. Acquisition Team. The Acquisition Team consists of all participants in government acquisition, including technical and functional representatives, program management, budget and finance, legal advisors, CORs, and the requiring activity personnel they serve. Upon contract award, contractors who provide the products and services also become a member of the Acquisition Team. The role of each member of the Acquisition Team is to exercise personal initiative and sound business judgment in obtaining the best-value product or service to meet the needs of the requiring activities. An essential consideration in every aspect of the contracting process is maintaining the public's trust. Not only must the overall contracting process have integrity, but the actions of each member of the Acquisition Team must reflect integrity, fairness, and openness. The foundation of integrity within the contracting process is a competent, experienced, and well-trained professional work force. Accordingly, each member of the Acquisition Team is responsible and accountable for the wise use of public resources as well as acting in a manner which maintains the public's trust. Fairness and openness require open communication among team members, internal and external requiring activity personnel, and the public. For more detailed information, refer to FAR Part 3, Improper Business Practices and Personal Conflicts of Interest, or contact a TCJA Ethics Advisor.

b. Agency Head. The agency head has the authority and responsibility to contract for authorized supplies and services. The agency head may establish contracting activities and delegate broad authority to manage the agency's contracting functions to heads of such contracting activities.

c. Component Acquisition Executive. A single official within a DOD component that is responsible for all acquisition functions within that component. This includes Service Acquisition Executives for the military departments and acquisition executives in other DOD

components, such as USTRANSCOM, United States Special Operations Command (USSOCOM), and Defense Logistics Agency (DLA), who have acquisition management responsibilities.

d. Contracting Officer. The CO has authority to enter into, administer, or terminate contracts and make related determinations and findings. A CO may bind the government only to the extent of the authority delegated to them. They derive their authority from appointment by the agency head. The CO shall receive, in writing from the appointing authority, clear instructions regarding the limits of their authority. Information on the limits of the CO's authority shall be readily available to the public and agency personnel. This authority is evidenced by the CO's warrant. A CO who enters into a contract is known as the "Procuring Contracting Officer (PCO)." An "Administrative Contracting Officer (ACO)" is a CO who performs contract administration functions. A "Termination Contracting Officer (TCO)" is a CO who is responsible for taking actions related to terminating a contract. All of the above duties may be accomplished by a single CO or the responsibilities may be assigned to separate individuals.

e. Contract Specialist. Contract Specialists are responsible for assisting the CO in accomplishing the entire contracting process and interacting with requiring activity personnel on a day-to-day basis. Contract Specialists do not have the authority to make commitments on behalf of the government.

f. Contracting Officer's Representative (COR). An individual designated in accordance with DFARS 201.602-2 and authorized, in writing, by the CO to perform specific technical or administrative functions. Some of the most common duties of the COR include the performance of quality assurance, conducting inspection and acceptance of the products or services delivered or performed, and other activities to ensure the government receives quality products and services meeting the contract requirements. CORs are not authorized to make any commitments or changes that will affect price, quality, quantity, delivery or any other terms or conditions of the contract or provide instructions to the contractor which might be construed as changes/modifications to the contract.

g. Legal Advisor. Legal advisors are responsible for participating in acquisition planning meetings, as necessary, and for reviewing contractual documentation to provide a determination as to legal sufficiency. The legal advisor also provides business advisory support to all members of the Acquisition Team. Such support includes, but is not limited to, providing advice regarding source selection issues and performance issues. Legal advisors litigate bid protests and contract disputes, assist in the coordination of contract remedies with other remedies in instances of fraud, and assist with suspension and debarment matters.

h. Milestone Decision Authority (MDA). Designated individual with overall responsibility for a program. The MDA shall have the authority to approve entry of an acquisition program into the next phase of the acquisition process and shall be accountable for cost, schedule, and performance reporting to higher authority, including congressional reporting. Reference DODD 5000.01.

i. Multi-functional Team (a subset of the Acquisition Team). Members of the multi-functional team create an environment that shapes and executes an acquisition. Membership includes personnel from various directorates who possess requisite expertise in their assigned area of responsibility. They are responsible for the acquisition throughout the life of the requirement. Upon contract award, the contractor becomes a member of the multi-functional team.

j. Program Executive Officer (PEO). PEO is a senior level certified acquisition professional appointed by the appropriate acquisition authority. The PEO serves as the centralized manager for all assigned programs. Reporting directly to the CAE, the PEO devotes full-time attention to acquisition and life cycle management responsibilities for all assigned programs. PEO serves as milestone and program decision authority (MDA) for assigned programs and other programs as delegated by the CAE or higher (e.g., USD(AT&L)) authority. PEO operates with a core staff, and functions with the objectives of 1) maintaining PEO/Program Manager (PM) independence in acquisition, while taking advantage of efficient management relations with the USTRANSCOM distribution services enterprise, and 2) moving review and approval to the lowest practical level.

k. Program Manager (PM). Designated individual with responsibility for and authority to accomplish program objectives for development, production, and sustainment to meet the operational needs of the user. The PM shall be accountable for credible cost, schedule, and performance reporting to the MDA. Reference DODD 5000.01.

l. Requiring Activity. Requiring activity personnel are responsible for defining the requirements to be contracted for, providing the contracting office with a complete requirements package to formally initiate the contracting process, working closely with the CO to conduct adequate market research, and providing all required assistance and documentation necessary to ensure the successful accomplishment of the contracting process. Requiring activity personnel are also responsible for working closely with the CO throughout the post-award phase of an acquisition.

m. Small Business Specialist. The Small Business Specialist is the primary activity focal point for interface with the Small Business Administration.

## ATTACHMENT 3

### CONTRACTING GUIDANCE

#### A3.1. General Contracting Information

##### a. Regulations/Directives.

(1) The Federal Acquisition Regulations System is established for the codification and publication of uniform policies and procedures for acquisition by all executive agencies. The Federal Acquisition Regulations System consists of the Federal Acquisition Regulation (FAR), which is the primary document, and agency acquisition regulations that implement or supplement the FAR, such as DOD's Defense Federal Acquisition Regulation Supplement (DFARS) and USTRANSCOM's Federal Acquisition Regulation Supplement (TRANSFARS). The FAR System does not include internal agency guidance such as designations and delegations of authority, assignments of responsibilities, workflow procedures, and internal reporting requirements.

(2) The FAR is the primary regulation for use by all Federal Executive Agencies in their acquisition of supplies and services with appropriated funds. It became effective on April 1, 1984, and is issued within applicable laws under the joint authorities of the Administrator of General Services, Secretary of Defense, and Administrator for the National Aeronautics and Space Administration, under the broad policy guidelines of the Administrator, Office of Federal Procurement Policy, Office of Management and Budget. The FAR precludes agency acquisition regulations that unnecessarily repeat, paraphrase, or otherwise restate the FAR, limits agency acquisition regulations to those necessary to implement FAR policies and procedures within an agency; and provides for coordination, simplicity, and uniformity in the Federal acquisition process. It also provides for agency and public participation in developing the FAR and agency acquisition regulation. In addition to the FAR, there are numerous other statutes, executive orders, Comptroller General decisions, and judicial precedence and decisions that guide and impact the contracting process.

##### b. Personal versus Non-Personal Services.

(1) Personal services contract means a contract that, by its express terms or as administered, makes the contractor personnel appear to be, in effect, government employees and is characterized by the employer-employee relationship it creates. The government is normally required to obtain its employees by direct hire under competitive appointment or other procedures required by the civil service laws. Obtaining personal service by contract, rather than by direct hire, circumvents those laws. Agencies shall not award personal service contracts unless specifically authorized by statute. See FAR 37.104 and DFARS 237.014.

(2) Non-personal service contract means a contract under which the personnel rendering the services are not subject either by the contract's terms or by a manner of its administration, to the supervision and control usually prevailing in relationships between the government and its employees. The primary purpose is to contract for a person's time and skills.

Any tangible product is incidental or of less cost than the labor. Transportation services, software development/enhancements, and advisory and assistance services are all examples of non-personal services.

c. Government Purchase Card (GPC) Program. The GPC program provides requiring activity personnel with a simplified method of obtaining needed supplies and non-personal services. The 375th Contracting Squadron (375 CONS) is the GPC Program Coordinator for USTRANSCOM personnel. USTRANSCOM personnel are required to use the GPC for all open market purchases below the micro-purchase threshold (currently \$3,000 for supplies and \$2,500 for services). Purchases can be made up to \$25,000 when utilizing pre-priced government contracts (e.g., Blanket Purchase Agreements), General Services Administration (GSA) contracts, or Federal Supply Schedules (FSS) with prior approval of 375 CONS. The threshold for construction is \$2,000 due to applicability of labor laws at that amount and above.

d. Bona Fide Needs Rule. The bona fide needs rule is a fundamental principle of appropriations law, codified in 31 U.S.C. 1502(a) and applies to all acquisitions, no matter what type of funding is used. The Bona Fide Needs Rule means that the requirement being met by the contract is necessary within the existing fiscal year, and cannot legitimately be procured in another fiscal year. This often becomes an issue towards the end of a fiscal year when requiring activity personnel need to expend the remainder of their fiscal year funding. The Bona Fide Needs Rule eliminates unnecessary spending. A common application of the rule is that an appropriation is not available for the needs of a future fiscal year. For example, as the end of a fiscal year approaches, an agency purchases a truckload of pencils when it is clear that, based on current usage, it already has enough pencils in stock to last several years. In this scenario, it appears that the agency is merely trying to use up its appropriation before it expires, and the purchase violates the Bona Fide Needs Rule. This does not mean that an agency may purchase only those supplies that it will actually use within the fiscal year. Agencies normally maintain inventories of common-use items. The Bona Fide Needs Rule does not prevent maintaining a legitimate inventory at reasonable and historical levels, the "need" being to maintain the inventory level so as to avoid disruption of services. A violation of the Bona Fide Needs Rule may occur when the inventory crosses the line from reasonable to excessive. TCJ8 policy is that TWCF operating dollars must be expensed by 30 Sep in the year of the funds. Therefore, TWCF operating contracts must end on 30 Sep of each year.

(1) In accordance with FAR 32.703-3(b), the head of an executive agency may enter into a contract, exercise an option, or place an order under a contract for severable services for a period that begins in one fiscal year and ends in the next fiscal year if the period of the contract awarded, option exercised, or order placed does not exceed one year (10 U.S.C. 2410a and 41 U.S.C. 2531). Funds made available for a fiscal year may be obligated for the total amount of an action entered into under this authority. Crossing fiscal years in this scenario will not violate the Bona Fide Needs Rule.

(2) Other specific agency rules may apply which govern proper commitment and obligation of funding. As such, requiring activity personnel are highly encouraged to coordinate with TCJ8 early in the acquisition planning stage to ensure all appropriate agency rules are being followed for each requirement.

e. **Small Business Programs.** In accordance with FAR 19.201, it is the policy of the government to provide maximum practicable opportunities in its acquisitions to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. Such concerns must also have the maximum practicable opportunity to participate as subcontractors in the contracts awarded by any executive agency, consistent with efficient contract performance. The Small Business Administration (SBA) counsels and assists small business concerns and assists contracting personnel to ensure that a fair proportion of contracts for supplies and services is placed with small businesses. Upon notification of an upcoming requirement, the assigned CO will work closely with the requiring activity to ensure that all applicable small business requirements are addressed appropriately.

f. **Organizational Conflict of Interest.** Organizational conflict of interest means that because of other activities or relationships with other persons or companies, a contractor is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. Some examples of potential conflicts of interest are:

(1) A contractor who helped develop the PWS also wants to compete under the acquisition.

(2) A contractor who has a financial interest in a company that is competing for an acquisition is assigned as a technical evaluator for that acquisition.

(3) A contractor is assigned to assist in technical evaluations under a new acquisition in which its company has or intends to submit an offer. In accordance with FAR Part 9.504, COs are responsible for analyzing planned acquisitions in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible; and avoid, neutralize, or mitigate significant potential conflicts before contract award.

### **A3.2. The contracting process.**

#### **a. Publicizing the Acquisition.**

(1) To achieve maximum competition, FAR Part 5 requires that COs publicize proposed contract actions expected to exceed \$25,000 through the on-line government point of entry, Federal Business Opportunities website (referred to as Fed Biz Opps, or FedBizOpps). The notice must be posted at least 15 days prior to the formal contract solicitation issue date. Solicitations are required to be available for contractors to provide quotes/proposals for a minimum of 3 days or as many as 30 days, depending on the complexity of the requirement. However, COs are allowed to issue a combined synopsis/solicitation document for commercial items, reducing the time required to solicit and award a contract for commercial item requirements.

(2) Proposed contract actions between \$10,000 and \$25,000 do not have to be synopsisized on the FedBizOpps website; however, they do need to be posted in a public place or on a public electronic forum. There is no specific requirement to publicize proposed actions below \$10,000.

(3) Certain acquisitions are not required to be publicized, i.e., orders against GSA schedules, or orders placed under existing contracts that have previously been synopsisized. The CO will provide the requiring activity with acquisition-specific guidance regarding publication requirements dependent upon the acquisition strategy selected.

b. Solicitation Development. The CO will develop the solicitation based on the approved acquisition strategy. The solicitation document includes important information that offerors will require in order to submit a complete and responsive offer. The following information is included in the solicitation:

- (1) Administrative information (issuing office/paying office/due date for offers, etc.).
- (2) Pricing schedule for offerors to insert pricing information.
- (3) PWS.
- (4) Delivery information.
- (5) Funding information, to include invoicing instructions.
- (6) Special instructions to offerors.
- (7) Solicitation provisions and contract clauses.
- (8) Representations and certifications to be completed by offerors.
- (9) Basis of award information telling offerors how their proposals will be evaluated to determine who will receive contract award.

c. Pre-Solicitation Conferences. Pre-solicitation conferences may be used to identify and resolve concerns regarding the acquisition strategy, including proposed contract type, terms and conditions, and acquisition planning schedules; the feasibility of the requirement, including performance requirements, performance work statements, and data requirements; the suitability of the proposal instructions and evaluation criteria, including the approach for assessing past performance information, the availability of reference documents, and any other industry concerns or questions. Pre-solicitation conferences are conducted jointly by the CO and the requiring activity.

d. Draft Solicitation Issuance. Whenever the acquisition being processed includes complex requirements, or the items/services being acquired have never been purchased before, it may be beneficial to issue a draft solicitation to industry to solicit their feedback. Industry

feedback will tell the Acquisition Team if they are on the “right track” in developing a solicitation structured to promote competition and to obtain commercial services to the maximum extent possible.

e. **Solicitation Issuance.** Once the solicitation has been developed and refined based on any recommendations received during the pre-solicitation conference, or as a result of the issuance of a draft solicitation, the CO will obtain the required reviews and approvals of the solicitation. Upon receiving all required reviews/approvals, the CO will post the solicitation onto the FedBizOpps website, which constitutes solicitation issuance. Generally, solicitations are issued and considered “open” for a period of 30 days. That timeframe may be shortened or lengthened depending on the solicitation methodology employed. It is imperative that all Acquisition Team members understand that all communications with prospective offerors from this point on are conducted solely by, or through, the CO.

f. **Pre-Proposal Conference/Site Visit.** A pre-proposal conference/site visit may be conducted to explain or clarify complicated specifications and requirements after issuance of the solicitation, but before receipt of proposals. This helps to ensure that offerors have a clear understanding of the government’s requirements prior to submitting their proposal. Notice of the date, time, and location of the pre-proposal conference/site visit will be included in the solicitation. The CO, with assistance from the requiring activity, will conduct the conference/site visit. Nothing stated in the conference/site visit will qualify the terms of the solicitation as issued. Terms and specifications in the solicitation will remain unchanged unless the solicitation is amended, in writing, by the CO.

g. **Question and Answer Period.** After issuance of the solicitation, prospective offerors may submit questions, in writing, to the CO concerning the acquisition. Offerors are instructed in the solicitation of the date by which all questions may be submitted. This date may require extension via a solicitation amendment if offerors have valid questions beyond the initial cut-off date for questions. Government personnel are required to answer all questions received in writing via a solicitation amendment. Amending the solicitation to reveal all questions asked and all answers provided thereto ensures a “level playing field” among all offerors.

h. **Solicitation Amendments.** During the acquisition process, it may become necessary to issue an amendment to the solicitation for various reasons, e.g., extend the date for receipt of questions, posting all questions/answers relating to the solicitation, correct defects or ambiguities in the solicitation, extend the date for receipt of proposals, etc. Normally, amendments are issued after issuance of the solicitation but prior to the closing date of the solicitation. In this case, amendments are posted to the FedBizOpps website for all potential offerors to view. In some instances, however, it may become necessary to amend the solicitation after the closing date of the solicitation. In such circumstances, the CO must decide whether to post the amendment to the FedBizOpps website, or only send the amendment to offerors who have submitted a proposal.

i. **Protests Against the Solicitation.** Any interested party may submit a protest based on alleged apparent improprieties in a solicitation prior to the closing date of the solicitation. Protests may be submitted either to the agency or to the Government Accountability Office

(GAO). Prior to submission of an agency protest, all parties must use their best efforts to resolve concerns raised by an interested party at the CO level through open and frank discussions. If an interested party does, in fact, submit a protest, the solicitation shall be amended to extend the closing date indefinitely pending resolution of the protest, unless a determination that urgent and compelling circumstances which significantly affect the interests of the United States will not permit awaiting a decision by the GAO and award is likely to occur within 30 days justifies continuance of the acquisition. Such a determination will require review and approval by the Director of Acquisition.

j. Receipt of Proposals/Initial Proposal Evaluations. Upon receipt, proposals shall be marked with the date and time of receipt and shall be safeguarded from unauthorized disclosure at all times. Proposal evaluation is an assessment of the proposal and the offeror's ability to perform the prospective contract successfully. An agency shall evaluate competitive proposals and then assess their relative qualities solely on the factors and subfactors specified in the solicitation. Initial proposal evaluations will commence to determine whether the proposed price/cost is reasonable, the past performance information submitted is sufficient to assign a performance confidence assessment rating, and the technical approach proposed meets the minimum mandatory requirements of the solicitation.

k. Discussions. After initial evaluations are complete, the CO shall determine whether or not discussions with the offerors are necessary. If so, a competitive range is established for purposes of holding discussions (see information below if it is determined that discussions are not necessary). The competitive range is made on the basis of cost or price and other factors that were stated in the solicitation and shall include all proposals that have a reasonable chance of being selected for award. If the CO has determined that a proposal no longer has a reasonable chance of being selected for award, the offeror submitting that proposal shall be notified in writing at the earliest practicable time that its proposal is no longer being considered for award. Written or oral discussions are then held with all offerors who submitted proposals within the competitive range. The content and extent of discussions are a matter of the CO's judgment based on the particular facts of each acquisition. Offerors are afforded a reasonable opportunity to submit any revised cost/price, technical, or other revisions to their proposals that may result from the discussions.

l. Clearance to Request Final Proposal Revisions (FPRs). Upon completion of all discussions, the CO must prepare a written Request for Clearance to request FPRs. The purpose of the Request for Clearance is to ensure that discussions have been conducted as required by the FAR and that all open issues have been resolved. Upon receipt of Clearance from the appropriate approval authority, the CO will issue a request for FPRs to all offers within the competitive range.

m. Final Evaluations. Upon receipt of FPRs, the final evaluation is conducted to ensure that any revisions made to the cost or price proposal are justified, e.g., price reductions are as a result of commensurate reduction in the technical approach, etc., any revisions to past performance information have been considered in the assessment of the final performance confidence assessment rating, and any revisions to the proposed technical approach are thoroughly supportable and acceptable.

n. Request for Clearance to Award without Discussions. If it is determined that discussions are not necessary, the CO must prepare a written Request for Clearance to award without discussions. The purpose of the Request for Clearance is to ensure that there is a proposal eligible for award that does not require any discussions to resolve any issues, and there is no need to open discussions. Upon receipt of Clearance from the appropriate approval authority, the CO will proceed to the award decision.

o. Award Decision. Depending on the solicitation methodology utilized, the requisite award decision will be made.

(1) Low-Price, Technically-Acceptable Solicitation. Rank technically acceptable offers by price and select the lowest-priced offeror for award. The CO will then document the decision in the contract file.

(2) Performance-Price Trade-Off Solicitation. Rank technically acceptable offers by price and document the performance confidence assessment rating. If the lowest-priced, technically-acceptable offeror has the highest confidence assessment rating, select this offeror for award. If not, the CO, after consulting with the technical evaluation team, must perform an integrated assessment between price and past performance to identify the offeror considered most advantageous to the Government and document the trade-off decision.

(3) Other Best Value Source Selection Solicitation Tradeoff Solicitation. The CO, with assistance from the technical evaluation team, will complete a Proposal Analysis Report (PAR) which documents the results of the evaluation process. The information contained in the PAR will be provided to the Source Selection Authority (SSA) for their consideration and selection of the offeror who represents the best value to the Government, based on the evaluation criteria and basis of award information included in the solicitation. An award recommendation to other than the low priced offeror must clearly demonstrate the benefits associated with the additional cost of the higher priced offeror, i.e., the trade-off made.

p. Responsibility Determination. Prior to making a contract award, the CO must make an affirmative determination of responsibility in accordance with FAR Part 9.104. If the CO is not able to make an affirmative determination of responsibility for the apparent successful offeror, that offeror shall be eliminated from further consideration and another apparent successful offeror shall be identified unless they are a small business. If the apparent successful offeror is a small business and the CO makes a determination of non-responsibility, the matter shall be referred to the Small Business Administration (SBA). The SBA will then decide whether or not to issue a Certificate of Competency which basically overrules the CO's prior decision and makes the offeror eligible for award.

q. Congressional Notification. USTRANSCOM awards valued above \$6.5M require public announcement. TCAQ will report all contract actions, including modifications that have a face value excluding unexercised options, of more than \$6.5M. The CO shall work closely with both TCPA and TCCC-LA personnel to ensure all required notifications are made in a timely manner. TCPA is responsible for notifying the Office of the Assistant Secretary of Defense/PA

(OASD(PA)) of upcoming contract awards via a prepared draft press release for the public. TCCC-LA is responsible for congressional notifications.

r. Debriefing Preparation. In conjunction with making the official contract award, the CO, with the assistance of the requiring activity and coordination with TCJA, must prepare for contract debriefings to both the successful and the unsuccessful offerors, if requested. In accordance with FAR 15.506, debriefing information shall include:

(1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable.

(2) The overall evaluated cost or price (including unit prices), and technical rating, if applicable, of the successful offeror and the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

For acquisitions conducted under FAR Part 8 procedures, reference FAR 8.405-2(d) regarding timely notification to unsuccessful offerors.

s. Contract Award and Notifications. The CO shall make contract award and prepare written notifications of contract award for both the successful offeror and the unsuccessful offerors.

t. Conduct Debriefings. When a contract is awarded on the basis of competitive proposals, offerors, upon their written request received by the CO within 3 days after the date on which that offeror has received notice of contract award, shall be debriefed and furnished the basis for the award decision. This debriefing should occur within five days after receipt of the written request. The debriefings will be conducted by the CO, with assistance from the requiring activity and TCJA as necessary.

u. Protests after Award. An interested party may submit a protest against a contract award to either the agency, or the GAO. Upon receipt of a protest within 10 days after contract award, or within 5 days after a debriefing, whichever is later, the CO shall immediately suspend performance pending resolution of the protest within the agency, including any review by an independent higher level official, unless continued performance is justified, in writing, because contract performance will be in the best interests of the United States, or urgent and compelling

circumstances that significantly affect the interests of the United States will not permit waiting for the GAO's decision. Such determinations must be approved one level above the CO for protests filed with the agency, or by the Head of the Contracting Activity for protests filed at the GAO.

**ATTACHMENT 4****SAMPLE PWS**

**(Note: This PWS is provided to reflect a sample format to be followed. It is based on an actual USTRANSCOM requirement, but has been modified from the original PWS to reflect additional information that may be required in a PWS. Each individual PWS will need to be written to address the specific performance requirements of that acquisition. Requiring activities should consult with the assigned CO prior to writing the PWS to ensure the latest guidance and formats are followed.)**

**PERFORMANCE WORK STATEMENT  
FOR  
(PROGRAM NAME)**



**Prepared by  
USTRANSCOM  
PROGRAM MANAGEMENT OFFICE**

## INSERT TABLE OF CONTENTS FOR PERFORMANCE WORK STATEMENT

**1.0. DESCRIPTION OF SERVICES****1.1. Background :**

The United States Transportation Command (USTRANSCOM) provides global air, land, and sea transportation for the Department of Defense (DOD), both in times of peace and war, through its Transportation Component Commands (TCCs): Surface Deployment and Distribution Command (SDDC); Military Sealift Command (MSC); and Air Mobility Command (AMC).

USTRANSCOM provides synchronized transportation, distribution, and sustainment, which makes possible projecting and maintaining national power where needed with the greatest speed and agility, the highest efficiency, and most reliable level of trust and accuracy.

*(EXAMPLE DESCRIPTION OF THE PROGRAM)*

*The Single Mobility System (SMS) is the primary system used to view requirements, plan missions, and track execution. It provides the user with information from such systems as the Air Mobility Command (AMC) Global Decision Support System (GDSS) and Consolidated Air Mobility Planning System (CAMPS); the Air National Guard (ANG) Management Utility (ANGMU); the Global Transportation Network (GTN); the Joint Operations Planning and Execution System (JOPES); and numerous other feeder systems. USTRANSCOM requires contractor-provided Information Technology (IT) services and related support to sustain SMS operations. SMS provides USTRANSCOM's C2 capability and augments the multi-system environment currently used for assigning mobility missions. Utilizing its automated C2 system interfaces, SMS significantly reduces the amount of offline interface required between C2 agencies and broadens the range of information available to them as decision makers. SMS improves the flow of mobility mission information from the TCCs to USTRANSCOM, aiding in the decision making process.*

**1.2. Scope:**

The purpose of this contract is to provide *(SYNOPSIS OF DEVELOPMENT AND/OR SUSTAINMENT TASKS AND ANY OTHER TASKS REQUIRED BY THE PROGRAM)*. The Contractor shall plan for all tasks identified in this PWS and gather all pertinent information. Contractor estimates and timelines shall be determined based on the deliverable due dates specified in Section 1.4. The Contractor shall coordinate with the Government to ensure that all activities are well synchronized and integrated with other USTRANSCOM and distribution management efforts. All reports, studies, or policies identified in the PWS shall be prepared and submitted for Government approval or acceptance. All functions and activities shall be task driven and work performed shall be IAW all applicable regulations and guidelines.

**1.3. Applicable Documents:**

The following documents are applicable to PWS:

CJCS 6510.01E, Defense-in-Depth: IA and Computer Network Defense, August 15, 2007

DODD 8570.01-M, Change-2, Information Assurance Training, Certification and Workforce Management, April 20, 2010

DOD MIL-HBK-881A, Handbook for Preparation of Statement of Work, July 30, 2005

DODI 3020.37, Continuation of Essential DOD Contractor Services During Crises, November 6, 1990

DODI 8520.2, Public Key Infrastructure and Public Key Enabling, April 1, 2004

DODI 8551.1, Ports, Protocols, and Services Management, August 13, 2004

DODI 8510.01, DOD Information Assurance Certification and Accreditation Process, November 28, 2007

DTM 08-027, Change-1, Security of Unclassified DOD Information on Non-DOD Information Systems, September 16, 2010

National Institute of Standards and Technology Special Publication (NIST) 800-53, Revision 3, Recommended Security Controls for Federal Information Systems and Organizations, August 2009

Security Regulation Guidance:

DOD:

DODD 2000.12, DOD Antiterrorism Program, August 18, 2003

DODD 8500.1, Information Assurance, October 24, 2002

DODI 2000.16, October 2, 2006 (DOD Antiterrorism Standards)

DOD 5200.08-R, Change-1, DOD Physical Security Program, May 27, 2009

DOD 5200.1-R, DOD Information Security Program, January 14, 1997

DOD 5200.2-R, Change-3, Personnel Security Program, February 23, 1996

DOD 5220.22-M, National Industrial Security Program, February 28, 2008

DOD Directive (DODD) 8500.1, Information Assurance, October 24, 2002

DODI 8500.2, Information Assurance Implementation, February 6, 2003

USTRANSCOM:

USTRANSCOM Handbook 31-10, USTRANSCOM Security Classification Guide

USTRANSCOM Instruction 31-11, USTRANSCOM Security Program

Scott Air Force Base (SAFB):

SAFB Instruction 31-101 (Installation Security Instruction)

**(Restricted publication: Send only to .mil domains when forwarding - Not for public distribution)**

Forms:

DD Form 254, Contract Security Classification Specification, Department of Defense

DOD publications, directives, and instructions listed above are available at:

<http://www.dtic.mil/whs/directives/corres/pub1.html>

CJCS 6510.01E is available at:

[http://www.dtic.mil/cjcs\\_directives/index.htm](http://www.dtic.mil/cjcs_directives/index.htm)

NIST 800-53 is available at:

<http://csrc.nist.gov/publications/PubsSPs.html>

## **1.4. Requirements**

### **1.4.1. Task Area 1: Contract Level and Task Order Management:**

This task consists of the functional activities relating to the administration and management of this effort. The Contractor shall provide program management for all Contractor tasks, personnel resources, and costs; and ensure all deliverables meet schedule and budget constraints under this PWS. The Contractor shall designate a principal point of contact for technical/engineering issues. The Contractor shall provide support in the specific areas outlined below:

- a. The Contractor shall provide a centralized program management capability at the Contractor site. This function shall encompass administrative, clerical, documentation, and related functions that provide general support for the program.
- b. The Contractor shall provide support by preparing documents such as required briefings, point papers, and meeting minutes related to status of the performance of this PWS.
- c. The Contractor shall provide support in the specific areas outlined below in this PWS. The Contractor shall work with the (*PROGRAM NAME*) Program Office, process owners/stakeholders, Federal, and DOD Government representatives, and other contractors to accomplish required tasks.
- d. All decisions regarding Government requirements or Government actions will be made by Government personnel, and the Contractor's representative will submit required evaluations and recommendations to the Contracting Officer's Representative (COR) and/or Contracting Officer (CO) for further action.

#### **1.4.1.1. Contract Management Reports:**

The Contractor shall prepare an integrated (i.e., Government and Contractor) Task Order Management Plan (TOMP), to include a Work Breakdown Structure (WBS) that defines tasks, resources, and dependencies. Guidance and acceptable formats for the WBS is contained in DOD Handbook MIL-HBK-881A, Chapters 2, 3 and Appendix B. The TOMP shall also describe the technical approach, organizational resources, and management controls employed to meet the cost, performance, and schedule requirements throughout contract execution. The Contractor shall prepare a Software Development Plan (SDP) that contains the technical details of the development requirements of this PWS as well as the configuration management controls essential to proper software development control. The Contractor will provide the Government with updated versions of the TOMP and the SDP at the beginning of each quarter during the period of performance.

#### **1.4.1.2. Monthly Status Report (MSR):**

The Contractor shall provide a Monthly Status Report (MSR). The MSR shall outline the status of the task order to date. The MSR shall list, by each active task area, the accomplishments of the reporting period. The report shall list issues, problem areas, and items that require

Government action. The MSR shall also contain a report of the costs incurred to date and whether they comply with the contract delivery schedule and burn plan. The MSR format will be agreed upon by the COR and the Contractor and shall contain, but not be limited to, the following information (*as applicable*):

Activities conducted and results

Deliverables

Travel data, to include name of traveler, trip location and purpose, estimated and actual travel costs, and dates of travel

Meetings attended with a summary of relevant items discussed

Proposed activities

Risk assessment and mitigation recommendations

Open issues

Actual and projected cost expenditures

Labor hours/costs by task and labor category

Key personnel changes

System availability and outages

Security Summary analysis and assessment results

Contractor Furnished Equipment (CFE) information assurance compliance verification

Quality assurance and configuration management

#### **1.4.1.3. Weekly Activity Report (WAR):**

The Contractor shall provide a WAR that lists, by each active task/project area, the accomplishments of the reporting period.

#### **1.4.1.4. In-Process Reviews (IPRs):**

The contractor shall conduct IPRs, as scheduled by the Government, for up to (XX) IPRs during each period of performance summarizing status, progress, recommendations, and concerns in the development of tasks or documentation described within this PWS. Presentation materials shall be prepared and provided to the COR five (5) business days prior to the IPR. The Contractor shall deliver IPR minutes within five (5) business days as requested by the COR with a copy of the presentation slides used at the IPR. At a minimum, the minutes should reflect a record of discussion activity, decisions made, date, locations, and attendees.

#### **1.4.1.5. Integrated Product Team (IPT) Meetings:**

The Contractor shall participate in IPT meetings at the Government site or via telephone conference when directed by the Government (expected every two weeks). Meeting topics include updates on work in progress, requirements management, metrics (monthly), IMS (monthly), upcoming calendar events, and other pertinent issues as agreed upon by the Government. Presentation materials shall be prepared and provided to the COR one (1) business day prior to the IPT. The Contractor shall deliver IPT minutes within two (2) business days upon completion of the IPT. At a minimum, the IPT minutes shall reflect a record of discussion activity, decisions made, date, locations, and attendees.

**1.4.1.6. Trip Reports:**

Within five (5) business days of completion of travel, the Contractor shall submit a trip report to include the following details: purpose, location and length of trip, travelers, and individuals contacted during trip, synopsis of all discussions, future actions identified, decisions made, or issues of concern arising during trip.

**1.4.1.7. Employment Status Report:**

The Contractor shall provide an employee status report containing names and labor categories of personnel supporting each major task. The report shall be provided within twenty (20) business days after task order award and within five (5) business days after changes in personnel occur.

**1.4.1.8. Requirements Management:**

The Contractor shall be responsible for facilitation and administration of the (*PROGRAM NAME*) requirements management process. The Contractor shall comply with paragraphs a through c below.

a. When available, the Contractor shall use the Government's Requirement Management Tool (RMT) to input, track, trace, and manage requirements and supporting documentation. The Government's RMTs are composed of IBM's Rational RequisitePro, ClearQuest, and ClearCase. The Government shall provide the Contractor access to these tools and the Contractor employees shall be familiar with use of these tools. The Government will not provide IBM Rational RequisitePro, ClearQuest, and ClearCase training to the Contractor. The Government will maintain and utilize these tools to monitor the requirements management process.

b. In the case where the Government's RMTs are not available at the beginning of the period of performance, the Contractor shall follow a Contractor-provided internal requirements management process and use tools that can transition to the Government's RMTs to input, track, trace, and manage requirements and supporting documentation. Upon the availability of the Government-provided tools, the Contractor shall have thirty (30) business days to transition to the Government-sponsored environment. The end state will have all open and historical baselines and requirements loaded into the RMTs. The Contractor will load the current baseline and any open requirements within the first 30-business day transition period. The Contractor will have one hundred and twenty (120) business days to transition all historical baselines and requirements into the RMTs.

c. The Contractor shall manage the activities necessary to receive, verify, analyze, refine, and confirm requirements provided by the (*PROGRAM NAME*) Program Manager (PM). The Contractor shall also manage the activities necessary to maintain the (*PROGRAM NAME*) requirements baseline, track requirements status, maintain requirements versions, maintain requirements attributes, control requirement quality and consistency, perform change impact analysis, and provide reports. The Contractor shall provide a requirements impact assessment to include an analysis of level of effort, impacts to program costs and program schedule.

**1.4.2. Task Area 2: Software Development, Sustainment, and Testing:**

*TASK AREA 1.4.2 IS RESERVED FOR THE PM TO LIST DEVELOPMENT AND/OR SUSTAINMENT TASKS AS APPLICABLE. SEPARATE SUBTASKS FOR EACH DIFFERENT FUND TYPE (TWCF CAP, TWCF OPS, TWCF NON-IT, DPO, RDT&E) MAY BE REQUIRED.*

**1.4.2.1. INSERT PROGRAM DEVELOPMENT TASK****1.4.2.1.X. (ADD ADDITIONAL DEVELOPMENT SUB-TASKS AS NEEDED)****1.4.2.2. (INSERT PROGRAM SUSTAINMENT TASK)****1.4.2.2.X. (ADD ADDITIONAL SUSTAINMENT SUB-TASKS AS NEEDED)**

*THE FOLLOWING LANGUAGE DESCRIBES CONTRACTOR REQUIREMENTS FOR MIGRATION TO THE USTRANSCOM COMM PRODUCTION ENVIRONMENT; THIS LANGUAGE SHOULD BE APPENDED TO THE TASK AREA IF APPLICABLE:*

**1.4.2.X Migration to Common Production Environment (CPE) :**

a. The Contractor shall provide a Subject Matter Expert (SME) who shall support the Government in migrating *PROGRAM NAME* to USTRANSCOM's CPE. The period of performance is anticipated to be *XX* months, which may not be concurrent and will be dependent upon Government direction. The SME shall perform the following related tasks:

1 The SME shall prepare an analysis of migration requirements for re-hosting the current production environments to the CPE. This analysis shall contain a detailed description of all work to be performed for this re-hosting effort, and as a minimum, will contain:  
 Results of work with the Government on any physical-to-virtual activities (e.g. loading virtualization software) as part of the virtualization analysis phase.  
 Identify all interfaces that require re-hosting.  
 Identify re-hosting activities to include; duration of testing events, any system administration and data/database steward requirements, and resources needed to accompany these events.  
 Identify recommended timeline and method for cutover (e.g., running both environments in parallel for a prescribed period of time)  
 Identify changes in operational and maintenance processes that may be affected by rehosting  
 Identify any additional skills/skill levels that may be necessary to support sustainment efforts within the rehosted environment.  
 Assess planned application-level security methodology (e.g., Ports, Protocols, and Services (PPS)), network configuration requirements, and provide recommendations.  
 Include any additional analyses that may not have been specifically identified.  
 Identify application software changes required to operate in the CPE, to include any development (including integration and testing) requirements.

2 The Contractor shall provide the analysis report (not separately priced) required by the Contract Data Requirements List (CDRL) DD Form 1423-1 and Data Item Descriptor (DID) DI-IPSC-8050B.

3 The Contractor SME shall attend weekly technical interchange meetings (TIMs) lasting approximately one hour via teleconferences and will travel to Scott AFB approximately once per month during the period of performance. SME will provide as-needed input (verbal or by documentation) based on TIM direction.

4 The Contractor SME shall assist in disposition of legacy hardware and software.  
*THE FOLLOWING LANGUAGE DESCRIBES CONTRACTOR REQUIREMENTS FOR ACHIEVING GOVERNMENT REQUIREMENTS FOR EACH RELEASE; THIS LANGUAGE SHOULD BE APPENDED FOLLOWING THE DEVELOPMENT AND/OR SUSTAINMENT TASKS:*

**1.4.2.X . Contractor Requirement for Achieving Government Specifications at Software Release:**

The Contractor shall meet all government specifications for each requirement at each release. The COR will make the final decision whether or not to accept all software. Deficiencies will be documented, prioritized, tracked, and may result in non-acceptance of the software release by the government. The software will be resubmitted for testing and only accepted by the government once it successfully passes government testing. In this contract, deficiencies are defined as the delta between the functional specifications stated by the government and the capability provided in the software being delivered to the government. The Contractor agrees not to charge any amount of cost to this or any other government contract pertaining to the resolution/correction of software deficiencies resulting from the Contractor's own development efforts under this contract. The Contractor agrees that resolution of such deficiencies shall be at no cost whatsoever to the government.

*THE FOLLOWING TESTING REQUIREMENTS SHOULD BE APPENDED FOLLOWING THE DEVELOPMENT AND/OR SUSTAINMENT TASK LANGUAGE.*

**1.4.2.X. Testing Requirements:**

The Contractor shall utilize a comprehensive Government-approved testing program to verify Government-approved requirements, software patches, fixes, or maintenance releases, replacement of Commercial-Off-The-Shelf (COTS) software, and replacement of hardware. The Contractor shall describe release verification strategy in the Software Test Plan. This plan shall include, but not be limited to, regression testing on changes made to COTS components and application software components and system compatibility tests on changes made to (*PROGRAM NAME*) hardware replacement or upgrades. The Contractor will also provide ongoing test support to those programs with which (*PROGRAM NAME*) has an existing or planned interface.

**1.4.2.X. Integration Testing:**

Integration testing is applicable to both development of new capabilities and sustaining existing capabilities.

a. System Requirements Review (SRR). The Contractor and the Government will conduct a SRR for each release. The Contractor will develop and deliver a RTM, Test Plans, and Test Cases for each release.

b. Test Readiness Review (TRR). The Contractor shall conduct a TRR for the (*PROGRAM NAME*) PM to obtain approval for Government Witness Testing (GWT). The TRR shall, at a minimum, contain but not be limited to, the following topics, issues, and events:  
Testing methodology to verify contents of the release.  
Software Problem Reports (SPR) contained in the release.  
Review of all formal test documentation (RTM, test cases, test plans).  
Verification of the availability of all necessary personnel, forms, equipment, software, and support material/data for the test to be performed.  
Review that all new requirements are mapped to test cases.  
Review that SPRs have test cases identified for each SPR.  
Verification that test procedures have been reviewed and recommendations incorporated into the appropriate documentation.

c. Dry Run Testing. The Contractor shall conduct dry run testing in preparation for GWT. The Contractor shall provide the results of the dry run testing, along with test plans, test cases, and the RTM, prior to the TRR for Government review. The RTM will not be required for sustainment releases containing only bug fixes.

d. Maintenance Releases. For maintenance releases, the Contractor shall conduct a regression test of the revised software to ensure the software changes do not degrade the system operation. The results of the regression test will be briefed prior to the GWT. The Contractor shall perform stress testing prior to each release and the stress test results shall be briefed at the TRR.

#### **1.4.2.X. Verification Testing:**

For each scheduled release, the Contractor shall successfully conduct testing in the test environment and support the Government's witness of the testing.

a. The preparation for GWT is the verification that the requirements are mapped to the test cases that will be used in the testing. Test cases utilized for testing events shall be traceable to specific items in the RTM and include expected results for comparison with the actual test results. The Contractor shall document the results of the GWT in a test report. Opened deficiencies from this test event shall be identified, prioritized, tracked, and resolved by the Contractor prior to Government acceptance.

b. The results of this effort shall be briefed by the Contractor at the Operational Readiness Review (ORR). The ORR is the vehicle used by the PM to determine if the release is acceptable for loading on the production environment. This briefing consists of results of the GWT and contains all artifacts necessary to aid the (*PROGRAM NAME*) PM in making this decision.

c. The Contractor shall meet all Government specifications for each requirement at each release. The COR will make the final decision whether or not to accept all software. Deficiencies will be documented, prioritized, and tracked, and may result in non-acceptance of the software release by the Government. The software will be resubmitted for testing and only accepted by the Government once it successfully passes Government testing.

#### **1.4.2.X. User Acceptance Testing (UAT):**

Upon acceptance by the (*PROGRAM NAME*) PM, the Government testers will conduct UAT with Contractor support to analyze issues found during testing. Functional users will assist during this effort to validate operational suitability. The Government test lead will provide each user with test cases/scripts or scenarios, operational suitability survey, Test Problem Reports (TPR) with examples, and the necessary training. The Government test lead will assign TPR numbers for found defects, maintain the TPR log, and forward results to the Contractor daily for analysis. Upon successful completion of all testing activities, the Contractor will conduct a Production Readiness Review (PRR) that validates the requirements, resolution of all TPRs, and that the functionality is ready for deployment. In this contract, defects are defined as the delta between the functional specifications stated by the Government and the capability provided in the software being delivered to the Government.

#### **1.4.3. Task Area 3: Security Engineering and Cyber Security Requirements** **(MANDATORY)**

##### **1.4.3.1. Security Engineering Requirements:**

The Contractor shall evaluate (*PROGRAM NAME*) system components, applications, operating systems and databases to ensure security issues are identified and addressed.

a. The Contractor shall monitor and analyze Information Assurance (IA) Vulnerability Management (IAVM) Notices, USTRANSCOM Security Notifications, United States Computer Emergency Readiness Team (US-CERT), and vendor security advisories and make recommendations to the Government for applicability to (*PROGRAM NAME*).

1 The Contractor shall prepare an initial analysis and assessment "quick-look" for high impact (risk) advisories (based on the Security Technical Implementation Guide [STIG] Finding Severity Category listed in the IA Vulnerability Advisories [IAVAs], IA Vulnerability Bulletins [IAVBs], and Technical Advisories [TAs]) to the COR/PM and (*PROGRAM NAME*) Systems Engineer. All STIG Finding Severity Category I and II IAVAs, IAVBs and TAs are considered high impact.

2 The Contractor shall prepare an analysis for other than high impact advisories and provide it to the (*PROGRAM NAME*) Systems Engineer.

3 The Contractor shall provide a summary of security analysis and assessment results at the IPT and an update in the MSR.

b. The Contractor shall analyze applicable security bulletins to determine system impact, identify mitigating factors, and develop recommendations to the Government regarding potential courses of action. Contractor recommendations shall be compliant with (*PROGRAM NAME*), USTRANSCOM and DOD security requirements, and industry best security practices. The Contractor shall ensure that patch deployments and other significant security activities are documented in the IMS.

c. System Design, Information System Security Engineering Principles. The Contractor shall ensure that information system security engineering is employed during any/all changes to the system architecture. Such modifications will be made in compliance with all analogous or interfacing IA component(s) of the Global Information Grid (GIG) Architecture and will be designed to make maximum use of the DOD enterprise IA capabilities and services. As part of the Contractor's change control process, the Contractor shall ensure participation by an Information System Security Engineer or an IA representative qualified IAW DODI 8570.01-M, Information Assurance Workforce Improvement Program, to evaluate the impact of each change on security. The Contractor shall document the results of this evaluation.

d. Software Assurance and Security Engineering Practices. In coordination with the Government, the Contractor shall design, develop, and implement secure applications and configurations through applying applicable DOD Security Technical Implementation Guides (STIGs), checklists, vendor security guidance, industry best practices, and applicable vendor product security patches. The Contractor shall ensure applications comply with DOD Instruction (DODI) 8500.2 Information Assurance Implementation and DODI 8551.1 Ports, Protocols, and Services Management (PPSM). The Contractor shall leverage, to the maximum extent possible, automated tools to identify and remediate vulnerabilities or weaknesses in the application design/coding, such as those described in CWE/SANS TOP 25 Most Dangerous Programming Errors and OWASP Top Ten, which could be exploited by unauthorized sources. The Information System Security Engineer shall participate in Government and Contractor formal and informal design reviews to identify potential security weaknesses, deficiencies, and/or vulnerabilities in the design. The Information System Security Engineer shall also ensure appropriate security requirements are included as part of the requirements traceability matrix and are evaluated as part of the security test and evaluation (ST&E). As part of the Contractor's change control process, the Contractor shall ensure participation by the Information System Security Engineer or an IA representative qualified IAW DODI 8570.01-M, Information Assurance Workforce Improvement Program, to evaluate the impact of each change on security. The Contractor shall document the results of this evaluation.

e. If, after a security audit (e.g., ST&E), the Government determines that software delivered under this contract is non-secure, the Government will provide written notice to the Contractor of each non-conformity. Software will be "non-secure" under this contract if it contains a programming error listed on the current approved version of the CWE/SANS TOP 25 (located at <http://www.sans.org/top25-programming-errors>) or a web application security flaw listed on the current approved version of the OWASP Top Ten (located at [http://www.owasp.org/index.php/Category:OWASP\\_Top\\_Ten\\_Project](http://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project)). The Contractor shall have thirty (30) days after receipt of such notice (Remedy Period) to remedy each non-conformity by modifying/replacing and redelivering the software to the Government, or shall

notify the Government within 15 days as to why the remedy cannot be implemented in 30 days, and propose a timeline for correction. If the Government determines, after a security audit following a Remedy Period, that the redelivered software is non-secure, and thus non-conforming, the Government may reject the delivery, provide notice of the non-conformance, and document the Contractor's performance record. Alternatively, the Government may accept non-conforming software, receive appropriate consideration (equitable price reduction on a fixed price contract, reimbursement for costs of security audit, reimbursement for costs to correct the non-compliances, etc.), and document the Contractor's performance record.

f. Malicious Code Warranty. The Contractor represents and warrants that the software shall be free from all computer viruses, worms, time-outs, time bombs, back doors, disabling devices, and other harmful or malicious code intended to or which may damage, disrupt, inconvenience, or permit access to the software user's or another's software, hardware, networks, data, or information.

g. Source Code Configuration Control (Versioning). The Contractor will utilize a strict version control process for software development and provide two copies of source code for all software versions developed under this contract. Source code shall be provided IAW task 1.4.4.3 or another mutually agreed type of media.

#### **1.4.3.2. System Security Documentation:**

The Contractor shall assume responsibility for management and update of existing system security documentation that has been developed to facilitate (*PROGRAM NAME*) security accreditation in accordance with (IAW) DOD Information Assurance Certification and Accreditation Process (DIACAP). The Contractor shall perform security certification activities to maintain (*PROGRAM NAME*) accreditation and support re-accreditation. The Contractor shall support USTRANSCOM's use of the DOD Enterprise Mission Assurance Support Service (eMASS) system for automated accomplishment of the certification and accreditation process. The Contractor shall update eMASS a minimum of once per year and once for each software release, and provide supporting IA documentation for upload as artifacts in eMASS. The Government will provide eMASS accounts to designated Contractor IA personnel in support of this requirement. eMASS computer-based training will be provided to the designated Contractor personnel.

a. At a minimum, the Contractor shall ensure compliance with the following applicable provisions:

DODD 8500.1, Information Assurance, October 24, 2002

DODI 8500.2, Information Assurance Implementation, February 6, 2003

DODD 8570.01, Information Assurance Training, Certification and Workforce Management, April 23, 2007

DODI 8570.01-M, Information Assurance Workforce Improvement Program, April 20, 2010

CJCS Manual 6510.01E, Defense-in-Depth: IA and Computer Network Defense (CND), August 15, 2007

DODI 8520.2, Public Key Infrastructure (PKI) and Public Key (PK) Enabling, April 1, 2004,

DODI 8551.1, Ports, Protocols, and Services Management (PPSM) , August 13, 2004  
 DODI 8510.01, DOD Information Assurance Certification and Accreditation Process (DIACAP),  
 November 28, 2007

Government-directed modifications to policy or guidance

b. (*PROGRAM NAME*) has been designated Mission Assurance Category (MAC) II (*OR AS APPLICABLE*), classified for the purposes of applying IA controls. The Contractor shall develop and maintain the below list of documentation required to support DIACAP accreditation decisions.

c. The Information Assurance and Industrial Security Plan (IA&ISP) shall serve as the overarching document. The IA&ISP shall address all of the applicable DODI 8500.2 IA controls, and shall be recognized as the official system security policy and will be signed by the (*PROGRAM NAME*) PM, Functional Manager, Information Assurance Officer, and the Certifying Authority. The Contractor shall deliver the documents listed below as appendices to the IA&ISP. (NOTE: The Government will provide templates for the items denoted with an asterisk (\*).)

- Audit Design Artifact \*
- Cryptographic Subsystem Artifact \*
- IA Acquisition Artifact \*
- Identification and Authentication Subsystem Artifact \*
- Incident Response Plan (IRP) Artifact \*
- Interconnections Artifacts \*
- Personnel Security Artifact \*
- Remote Access Artifact Security \*
- Security Design Document (SDD) Artifact \*
- Security Test Plan (STP) Artifact \*
- Vulnerability Management Plan (VMP) Artifact \*
- Security Classification Guide
- System Security Policy
- Risk Management Review Report

#### **1.4.3.3. Cyber Security Requirements:**

a. Requirements for Contractor Provision of Security Plan and IA Controls. The Contractor shall establish an IA Program to implement and sustain appropriate IA management, operational, and technical controls and processes required to safeguard DOD non-public information resident on or transiting the Contractor's unclassified information systems from unauthorized access and disclosure. Protection measures applied must be commensurate with the risks (i.e., consequences and their probability) of loss, misuse, unauthorized access, or modification of information. The Contractor shall submit for Government approval an overarching security plan that describes their strategy for implementation of IA and Industrial Security requirements throughout the life of the contract. The security plan shall address the security controls described in NIST Special Publication 800-53, Revision 3, Recommended Security Controls for Federal Information Systems and Organizations (<http://csrc.mist.gov/publications/PubsSPs.html>), and shall be tailored in scope and depth

appropriate to the effort, the specific unclassified DOD information resident on or transiting the Contractor's unclassified information systems, and approved by the Government.

b. **Developer Environment.** The Contractor development environment shall be physically and logically isolated from other networks, to include its enterprise unclassified network. Security guidelines for the environment must be documented and the security program implemented shall address the security controls described in National Institute of Standards and Technology (NIST) Special Publication 800-53, Revision 3, Recommended Security Controls for Federal Information Systems and Organizations (<http://csrc.nist.gov/publications/PubsSPs.html>).

c. **Remote Access.** Contractor Furnished Equipment (CFE) employed for remote access to a Government network shall meet equivalent Government Furnished Property IA computing requirements. The Contractor shall ensure that all CFE (hardware and software) employed to access these environments meet the following minimum Government IA requirements and provide periodic certification of compliance as a pre-requisite to being granted network access.

1 Use of personal systems is prohibited.

2 OSs and applications shall be configured for compliance with the DISA Gold Disk and applicable STIGs.

3 DOD-approved anti-virus and anti-spyware software shall be installed and signatures must be configured to automatically update on a daily basis.

4 DOD-approved personal firewall shall be utilized and configured to permit traffic by exception only, dropping all other traffic. If the personal firewall provides intrusion detection or prevention, the signatures or rules shall be updated at the same intervals as the anti-virus software.

5 Computers must be IAVM compliant.

6 Computers shall be scanned with the DOD version of E-eye Retina vulnerability scanner (or current approved DOD scanner solution) at a minimum of every thirty (30) days. All vulnerabilities shall be remediated and reported to the cognizant Information Assurance Manager (IAM).

7 Contractor employees shall possess a current Government-issued CAC and install Government-certified CAC readers.

8 Verification of compliance with these requirements shall be provided to appointed government representative on a monthly basis.

d. **Periodic Government Inspections.** The Contractor shall authorize periodic Government inspections and reviews to assure compliance with DOD IA requirements throughout the contract performance period. The Contractor will be responsible for taking corrective action based upon the impact and severity of identified weaknesses.

e. Detect, Analyze, Respond:

1 The Contractor shall report to the USTRANSCOM Technical Information Analysis Center (TIAC) and USTRANSCOM-designated government personnel within 4 hours of discovery of any suspected cyber intrusion events that affect DOD information resident on or transiting the Contractor's unclassified information systems. Initial report shall be provided even if some details are not yet available, with follow-on detailed reporting within 24 hours. Reportable cyber intrusion events include the following:

A cyber intrusion event appearing to be an advanced persistent threat.

A cyber intrusion event involving data exfiltration or manipulation or other loss of DOD information resident on or transiting the Contractor's, or its sub-Contractors', unclassified information systems.

Intrusion activities that allow unauthorized access to an unclassified information system on which DOD information is resident or transiting.

(NOTE: Definition of advanced persistent threat: An extremely proficient, patient, determined, and capable adversary including two or more of such adversaries working together.)

2 The incident report shall include, at a minimum, the following information:

Applicable dates (date of suspected compromise and date of discovery).

Threat methodology (all known resources used such as Internet Protocol (IP) addresses, domain names, copies of malware, etc.).

An account of what actions the threat(s) may have taken on the victim system/network and what information may have been accessed.

A description of the roles and functions of the threat-accessed system.

An initial list of potentially impacted Government programs and each program's classification.

What information may have been exfiltrated that may impact Government programs.

A list of all employees and subcontracted employees who work or have worked with the victim system/network.

A point of contact to coordinate damage assessment activities.

3 Incident Report Submission. The Contractor will submit unclassified network cyber incident reports to the USTRANSCOM TIAC and USTRANSCOM-designated Government personnel via encrypted e-mail or another mutually agreed upon secure communications method. Copies of malware require special handling, and pre-coordination must be accomplished prior to submission.

4 Incident Response Coordination. In the event of a known or potential intrusion, the Contractor agrees to allow follow-on actions by the Government to further characterize and evaluate the suspect activity. The Contractor acknowledges that damage assessments may be necessary to ascertain intruder methodology and identify systems compromised as a result of the intrusion. Contractor acknowledges that in certain cases a complete forensic analysis may be necessary to ascertain intruder methodology and identify systems compromised as a result of the intrusion. Once an intrusion is identified, the Contractor agrees to take all reasonable and appropriate steps to preserve any and all evidence, information, data, logs, electronic files, and similar type information referenced in NIST Special Publication 800-61: Computer Security

Incident Handling Guide, current version) related to the intrusion for subsequent forensic analysis so that an accurate and complete damage assessment can be accomplished by the Government. The Contractor is not required to maintain an organic forensic capability, but must ensure data is preserved until forensic analysis can be performed by the Government (e.g., removing an affected system, while still powered on, from the network meets the intent of this requirement). Any follow-on actions will be coordinated with the Contractor via the Contracting Officer's Representative (COR).

f. Law Enforcement/Counterintelligence. In the event of a known or potential intrusion, the Contractor shall consent to responding counterintelligence or law enforcement investigative agency requests to apply forensic analysis tools to Contractor information systems affected by the intrusion, including monitoring tools, imaging tools, and other techniques that the agency seeks to apply to effectively analyze the intrusion. The Contractor shall allow the responding counterintelligence or law enforcement investigative agency to image affected systems, including systems containing proprietary information. Nothing in this contract shall limit the ability to conduct law enforcement or counterintelligence activities, or other activities in the interest of national security.

g. Information Sharing. The Government may use and disclose reported information (e.g., information regarding threats, vulnerabilities, incidents, or best practices) that does not include attribution information at its discretion to assist entities in protecting information or information systems (e.g., threat information products, threat assessment reports) provided that such use or disclosure is otherwise authorized in accordance with applicable statutes, regulations, and policies.

h. Confidentiality and Non-Attribution Statement. The Government shall take reasonable steps, by controlled access and need-to-know procedures, to protect against public release of attribution information of the Contractor. The Government may use and disclose reported information that includes attribution information only on a need-to-know basis to authorized persons for cyber security and related purposes (e.g., in support of forensic analysis, incident response, compromise or damage assessments, law enforcement, counterintelligence, threat reporting, and trend analysis). The Government may disclose attribution information to support Contractors that are supporting the Government's cyber security and related activities if the support Contractor is subject to legal confidentiality requirements that prevent any further use or disclosure of the attribution information. The Government agrees to consider available exemptions of the Freedom of Information Act to protect against disclosure of attribution information of the Contractor to unauthorized persons. Within a reasonable period necessary to perform an analysis after completion of the assessment, all Contractor proprietary information or third party proprietary information in the possession of the Government as a result of the assessment will be destroyed unless other disposition is agreed upon in writing by the Parties or is required by law, Executive Order, or regulation.

i. Information Assurance Workforce Improvement Program (IAWIP). IAW DFARS 252.239.7001, the Contractor shall ensure that personnel accessing DOD information systems have the proper and current IA certification to perform IA functions listed in DODI 8570.01-M, IAWIP. The Contractor shall meet the applicable information assurance certification

requirements listed in Appendix F ( IAWIP Certification Requirements) of this PWS. Upon request by the Government, the Contractor shall provide documentation supporting the IA certification status of personnel performing information assurance functions. Contractor personnel who do not have proper and current certifications shall be denied access to DOD information systems for performing information assurance functions.

#### **1.4.4. Task Area 4: Configuration Management:**

##### **(MANDATORY)**

This support is required to meet the DIACAP and USTRANSCOM technical and security requirements. The Configuration Management (CM) process facilitates orderly configuration identification, change identification and control, status reporting and configuration auditing of product information for such beneficial purposes as to revise capability, improve performance, reliability or maintainability, extend life, reduce cost, reduce risk and liability, or reduce defects. CM ensures that changes take place in an identifiable and controlled process and do not adversely affect the properties of the other system or interfaces. CM establishes and maintains the integrity of the products of a project throughout the project life cycle. CM involves identifying the configuration items of products developed and delivered to the customer, systematically controlling changes to the configuration, and maintaining configuration traceability. The contractor's configuration management processes must complement the Government configuration management processes.

##### **1.4.4.1. Configuration Management Plan:**

The Contractor shall develop a Configuration Management Plan (CMP) and processes that are consistent with the Government CMP and processes. The Contractor shall establish and maintain the following:

CM Plan organization

Methods, procedures, and controls

Baselines (versioning)

Configuration identification

Change control

Configuration status accounting

CM audits of total configuration, to include hardware, software, and firmware

CM Repository

CM Process

##### **1.4.4.2. Configuration Identification :**

The Contractor shall provide configuration identification as specified in their CMP. This identification may include hardware configuration items or software configuration items. All configuration items must be uniquely identifiable by use of a configuration item number and nomenclature.

#### **1.4.4.3. Change Control:**

The Contractor shall provide change control for all (*PROGRAM NAME*) baselines and configuration items, to include documentation, hardware, Commercial-Off-The-Shelf (COTS) software, application, source, and executable code. The Contractor shall employ their change control process to identify, track, and release all changes and problems identified with the program. The Contractor shall initially use their change control process and will transition to the PMO's requirements management tools (Rational ClearQuest) to identify, track, and release all changes and problems identified with the program when directed by the Government. The Government will provide web access to ClearQuest for the Contractor's helpdesk and sustainment personnel. The Contractor shall provide all source code deliveries to the Government-provided tool (Rational ClearCase). The Government will provide the web access to the Contractor's CM team for this purpose.

#### **1.4.4.4. Evaluating Requested Changes:**

Upon request of the Government, the Contractor shall evaluate all Change Requests. Evaluations include, but are not limited to, requirement clarification, requirements analysis, and determination if the requirement is obligatory or optional, determination if the requirement is feasible, cost estimation, adherence to standards, training impacts, and the consequences of the proposed change. This information shall be provided to the Government via the automated Change Control Tool (CCT) and/or as a separate document dependent on the amount of information required or provided. The Contractor shall initially use their change control process supported by tools that will transition to the PMO's CCT (Rational ClearQuest) when implemented. Upon the implementation of the CCT databases, the Contractor will have thirty (30) business days to transition to the Government-provided CCT.

#### **1.4.4.5. Asset Management:**

The Contractor shall provide and maintain an asset management system to track all (*PROGRAM NAME*) hardware and software, warranties, maintenance support agreements, software licensing, and accountability for significant equipment purchases/upgrades. The Contractor shall identify all existing infrastructure assets, hardware, and COTS software that are not IPv6 capable. The Contractor shall provide status of baselines, configuration items, and status of all outstanding enhancements and defects. The Contractor will provide Status Accounting Reports to the Government semi-annually (6 and 12 months following contract award).

#### **1.4.4.6. Configuration Control Board (CCB):**

Upon request by the Government, the Contractor will participate in the Government's CCB. The Contractor's representative to the CCB will act as the liaison between the Government and Contractor to provide additional information that the CCB requires. The Government estimates quarterly CCBs per each contract period lasting no more than one hour per CCB with minimum preparation time. This participation will help ensure Contractor activities are focused in the areas the Government deems important.

**1.4.4.7. Change Working Group (CWG):**

The Contractor will participate in the CWG. The CWG is formed under the authority of the CCB and meets when directed by the Government. The Government estimates bi-weekly (*as applicable*) CWGs per each contract period anticipated to last no more than one hour per CWG with minimum preparation time. The CWG will review Contractor change request evaluations, unresolved Help Desk tickets, proposed releases, data quality issues, Engineering Change Proposals (ECPs), requests for deviations, etc. The CWG determines the validity of all items and issues and prepares each item for CCB presentation if required.

**1.4.4.8. Configuration Management Audits:**

The contractor shall conduct a physical and functional configuration audit of each code baseline/release delivered to the Government. The Government reserves the right to participate in the audits if desired.

**1.5. Deliverables:**

The Contractor shall deliver data and software (with applicable data rights) as set forth in the below tables. IAW DFARS 252.227-7013 and DFARS 252.227-7014, the Government obtains under this contract “unlimited rights” to all non-commercial computer software, software source code, computer software documentation, enhancements, technical data, and similar non-commercial data developed exclusively at Government expense and delivered to the Government under this contract. “Unlimited rights” means rights to use, modify, reproduce, release, perform, display, or disclose in whole or in part, in any manner and for any purpose whatsoever, and to have the ability to authorize others to do so. The Contractor agrees that regardless of how Contractor provided data/software is developed or modified during contract performance, the Contractor will deliver data/software marked IAW requirements in DFARS 252.227-7013, 252.277-7014, or other applicable reference.

For all other non-commercial data delivered under this contract, the Government has the right to use, modify, reproduce, release, display, or disclose, in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

All deliverables will be made electronically via e-mail to USTCJ6-P-CM@ustranscom.mil. If a delivery is submitted via e-mail and the size or the firewall prevents its delivery, the Contractor will provide a Secure File Transfer Protocol site that allows the Government CM to download the deliverable. If a site is not available or not feasible, the Government will make one available to the Contractor. In case no sites are available, the Contractor shall deliver via compact disk / digital videodisk (CD/DVD). The CD/DVD must be properly labeled to identify the content to include classification, version number, and date.

The two tables below identify the overall set of deliverables. Table 1.5.1-1 identifies a set of non-CDRL deliverables. Table 1.5.1-2 identifies deliverables and the appropriate CDRLs and DIDs to be used. The CDRLs and their associated DIDs are contained in Appendix G.

**Deliverable Table 1.5.1-1**

*EDIT TABLES 1.5.1-1 AND 1.5.1-2 AS NECESSARY TO SUIT PROGRAM REQUIREMENTS. ITEMS MARKED BY AN "R" ARE REQUIRED ITEMS.*

<b>Task</b>	<b>Deliverable Title</b>	<b>Delivery Schedule</b>
1.4.1.1 <b>R</b>	TOMP	Draft - 20 business days after contract award Final - Within 5 business days of Government comment
1.4.1.1 <b>R</b>	TOMP Updates	Draft - Within 5 business days of from the start of each quarter after contract award Final - Within 5 business days of Government comment
1.4.1.1 <b>R</b>	SDP	Draft - 20 business days after contract award Final - Within 5 business days of Government comment
1.4.1.1 <b>R</b>	SDP Updates	Draft - 20 business days after contract award Final - Within 5 business days of Government comment
1.4.1.2 <b>R</b>	MSR	Not later than the 10 business day of each month
1.4.1.3	WAR	By Wednesday of each week
1.4.1.4 <b>R</b>	IPR Presentation Materials	5 business days prior to the IPR
1.4.1.4 <b>R</b>	IPR Minutes	5 business days after the IPR
1.4.1.5	IPT Presentation Materials	1 business day prior to IPT
1.4.1.5	IPT Minutes	2 business days after IPT
1.4.1.6 <b>R</b>	Trip Reports	5 business days after completion of travel
1.4.1.7 <b>R</b>	Employment Status Report	Initial - 20 business days after task order award Subsequent - 5 business days after changes in personnel occur
1.4.1.8 <b>R</b>	Populated Rational RequisitePro database (once RequisitePro is available)	Open requirements and current baseline – 30 business days of Government suite availability Historical Data - 120 Business days of Government suite availability
1.4.1.8	Requirements Impact Assessment	When directed by Government
1.4.2.X <b>R</b>	Test Requirements Traceability Matrix Test Plans Test Cases TRR Brief	Draft - 60 business days prior to scheduled test event Final - 30 business days prior to scheduled test event
1.4.2.X <b>R</b>	Test Reports ORR Brief	5 business days after completion of scheduled test
1.4.2.X <b>R</b>	Test Report (showing results of daily analysis, validation of requirements, and plan for resolution)	5 business days after completion of scheduled test

<b>Task</b>	<b>Deliverable Title</b>	<b>Delivery Schedule</b>
	of all TPRs) PRR Brief	
1.4.3.1 <b>R</b>	High impact (Risk) Advisories Initial Analysis and Assessment "Quick-look"	2 business days after release of IAVM or US CERT notification
1.4.3.1 <b>R</b>	Other Advisories Analysis	7 business days after release of IAVM or US CERT notification
1.4.3.1 <b>R</b>	Security Summary	With IPT presentation materials and in each MSR
1.4.3.2 <b>R</b>	IA&ISP with Appendices	Draft - 20 business days after award Final - 45 business days after contract award Updates - 45 business days prior to release fielding date
1.4.3.3. <b>R</b>	Contractor Security Plan	Draft - 20 business days after contract award Final - 5 business days after Government comment
1.4.3.3 <b>R</b>	CFE IA Compliance Verification	Monthly (included in MSR)
1.4.3.3 <b>R</b>	Contractor Cyber Intrusion Incident Report	Initial Report: Within 4 hours of event Update Report: Within 24 hours of event
1.4.4.1 <b>R</b>	Configuration Management Plan	Draft –20 business days of contract award Final – 5 business days of Government comment
1.4.4.2 <b>R</b>	Updated Configuration Item Listings	20 business days prior to end of each period of performance
1.4.4.3 <b>R</b>	Source Code Deliveries	With software delivery
1.4.4.4 <b>R</b>	CM Change Request Evaluation Reports	Provided with the CWG information
1.4.4.5 <b>R</b>	Status Accounting Reports	Semi-annually (6 and 12 months following contract award)
6.1 <b>R</b>	Closeout Report	Draft - 20 business days prior to end of contract period Final - 7 business days prior to end of contract period

**Deliverable Table 1.5.1-2**

<b>Task</b>	<b>Data Item</b>	<b>DID Title</b>	<b>Delivery Schedule</b>
1.4.2.X	A001	System / Subsystem Design Document (SSDD)	Draft – 60 calendar days prior to scheduled release Final – 30 calendar days prior to scheduled release
1.4.2.X	A002	Database Design	Draft – 60 calendar days prior to scheduled

Task	Data Item	DID Title	Delivery Schedule
		Description (DBDD)	release Final – 30 calendar days prior to scheduled release
1.4.2.X	A003	Software Requirements Specification	Draft – 60 calendar days prior to scheduled release Final – 30 calendar days prior to scheduled release
1.4.2.X	A004	Performance Specification	Draft – 20 calendar days after formal tasking by the COR Final – Five business days after Government comment
1.4.2.X	A005	Version Description Document	Draft – 60 calendar days prior to scheduled release Final – With scheduled release
1.4.2.X	A006	Software User Manual	Draft – 30 calendar days prior to scheduled release Final – With scheduled release
1.4.2.X	A007	Software Product Specification (Source Code)	With software/release delivery
1.4.2.X	A008	Interface Design Description	Draft – 60 calendar days prior to scheduled release Final – 30 calendar days prior to scheduled release
1.4.2.X	A009	Analysis Report (CPE Migration)	Upon Government Request
General	A010	Revisions to Existing Government Documents	Refer to document delivery schedule, or at Government request

### 1.5.1. Warranty:

All data/software shall be warranted for the use that was intended, and as described in the PWS for a period of five years. This warranty shall guarantee the data/software shall be free of defect or other infringement that impedes its use.

### 1.5.2. Inspection:

A deliverable is a specific measurable, tangible, and verifiable activity, outcome, result, item, or product that the contractor shall provide and that will require formal Government acceptance and approval. The Government will review, assess and provide comment, as required.

### 1.5.3. Final Acceptance:

Final inspection and acceptance of all work performed, reports, or other deliverables shall be performed at the place of delivery. The Government will notify the Contractor of deliverable acceptance or provide comments, in writing, and the Contractor, if necessary, shall revise and

resubmit the final deliverable to the Government within the number of business days (unless otherwise specified) after receipt of Government comments.

**2.0. SERVICE DELIVERY SUMMARY:**

The Services Delivery Summary (SDS) represents the most important contract objective that, when met, will ensure contract performance is satisfactory. Although not all PWS requirements are listed in the SDS, the contractor is expected to fully comply with all requirements in the PWS.

*ITEMS IN THE SDS TABLE ARE REPRESENTATIVE OF DELIVERABLE PERFORMANCE OBJECTIVES; THIS LIST IS NOT ALL-INCLUSIVE NOR ARE ALL THE LISTED ITEMS BELOW REQUIRED. PMS MAY USE THEIR DISCRETION TO ASSIGN THE APPROPRIATE PERFORMANCE THRESHOLD MEASUREMENTS FOR THEIR PROGRAM.*

Task	Performance Objective	Performance Threshold NOTE: The term “complete and accurate” pertains to factual data; minor typographical errors should not be considered when evaluating a document if the document is otherwise complete and accurate
1.4.1.1	TOMP Updates	XX% of the time TOMP is received not later than 5 business days from the start of each quarter, complete, and accurate
1.4.1.2	MSR	XX% of the MSR is received not later than 10 business days of each month, complete, and accurate
TBD	Software Development	XX% of the time software development in each release meets Government requirements/specifications
TBD	Account Management	XX% of the time account creation or deletion will take place within 2 business days of request
1.4.2.X	Test Reports	XX% of the time Test Reports are received within 5 business days after completion of scheduled test, complete and accurate
1.4.3.1	High impact (Risk) Advisories Initial Analysis and Assessment "Quick-look"	XX% of the time Quick-look is received not later than 2 business days after release of IAVM or US CERT notification, complete and accurate
TBD	System Availability. The capability for the user to access the system	System availability shall be a minimum of .XXX based on the formula used in task XXXX
1.4.4.2	Updated Configuration Item Listings	XX% of the time updated Configuration Item Listings are received within 20 business days prior to end of each period of performance, complete and accurate

### **3.0. GOVERNMENT-FURNISHED PROPERTY AND SERVICES**

#### **3.1. Government-Furnished Property:**

Equipment for use within the performance of this contract shall be managed IAW FAR 52.245-1. A list of Government-furnished property is provided in Appendix A.

a. The (*PROGRAM NAME*) operational hardware suite and pre-production hardware suite will reside in (*LOCATION*) facilities (*as applicable*). The Contractor is responsible for maintaining their development and developmental test environment (*as applicable*).

*NOTE TO THE PROGRAM MANAGER:*

*WHEN DEVELOPING A GOVERNMENT FURNISHED PROPERTY LIST FOR APPENDIX A, REVIEW AND COMPLY WITH FAR 45.201(A) THROUGH (D).*

#### **3.2. Government-Furnished Information:**

Upon award of the contract, the Government will provide the Contractor with information pertinent to completing this task. The list of Government-Furnished Information (GFI) is provided in Appendix B.

#### **3.3. Military Network Connectivity:**

The Contractor shall:

- Use military network connectivity to support completion of task deliverables.
- Take action to ensure all Government-provided equipment and computers are partitioned from the Contractor's corporate computer network.
- Institute safeguards ensuring compliance with applicable Government network security guidance and policies.
- Cooperate with computer security compliance inspections and implement immediate corrective actions that may be identified .

### **4.0. GENERAL INFORMATION**

#### **4.1. Place of Performance:**

Tasks shall be performed at the Contractor's facility and at Scott AFB IL. Workspace for no more than (*XX*) contractors will be available on-site in USTRANSCOM facilities. On occasion, Contractors who normally work at Contractor facilities will be required to attend meetings at USTRANSCOM, Scott AFB IL. Contractor personnel are expected to conform to agency operating hours (0730 – 1630 CST) unless otherwise agreed upon. Work will generally consist of 40-hour work weeks, Monday through Friday, excluding federal holidays. Personnel may be required to support short notice adjustments to the daily work hours.

**4.2. Travel and Other Direct Costs:**

Travel and Other Direct Costs (ODC) will be cost reimbursable contract line items to the contractor. The COR must validate the anticipated travel and ODC costs prior to the Contractor incurring these costs (*AS APPLICABLE*).

**4.2.1. Travel:**

Performance under this task order may require Contractor travel within and outside the Continental United States. The Government will reimburse the contractor for travel expenses subject to Federal Acquisition Regulation and Joint Travel Regulation. All Contractor travel shall be coordinated and validated, as necessary, by the primary or alternate COR prior to incurring travel expenses. The contractor shall identify personnel who will be traveling in sufficient time to obtain the lowest possible rates for airfare, rental car, and lodging. For long distance travel, a minimum of five (5) business days advance notice from the travel commencement date is required unless mission requirements dictate otherwise. The travel request shall be in writing and contain the dates, location, and estimated travel costs. Contractor invoices (along with associated receipts) shall support all travel reimbursement requests. Actual travel costs will be reported to the COR by person, by trip within five (5) business days of completion of travel. The Government will not reimburse local travel and related expenses to the Contractor for daily travel to or from work at Scott AFB or the Contractor’s facility.

Location	Number of Trips	Number of Days	Number of People

**4.2.2. ODC Requirements:**

The Contractor may recommend and procure software development environment equipment required in support of (*PROGRAM NAME*). The Contractor shall submit a minimum of three (3) competitive price quotes to support the price quote submitted for expenditures supporting (*PROGRAM NAME*) to the COR for review and validation of need **PRIOR TO PURCHASE**. The Contractor shall obtain the COR signature on the price quote prior to proceeding with expenditures in support of (*PROGRAM NAME*). In no event shall the Contractor be authorized to purchase equipment that exceeds the ODC amount funded in the contract.

**4.3. Contract Manager:**

The Contractor shall provide a Contract Manager who shall be responsible for the performance of the work. The name of the Contract Manager and alternate(s) who shall act for the Contractor when the Contract Manager is absent, shall be designated in writing to the CO. The Contractor shall ensure all personnel assigned to this contract meet the minimum requirements specified in the Contractor’s proposal IAW the generic resumes provided as part of the Contractor’s staffing approach. The Contractor shall notify the CO, in writing, of changes to personnel within three (3) business days after information is known.

#### **4.4. Contractor Employees:**

The Contractor shall provide personnel with expertise in the subject matter areas to comply with the terms of this requirement. The personnel shall be capable of working independently and with demonstrated knowledge in *(PM SHOULD INSERT PROGRAM SPECIFIC KNOWLEDGE REQUIREMENTS)*.

#### **4.5. Quality Assurance:**

The Contractor shall support Government agency reviews and audits of all services and support provided under this PWS. The Contractor shall support Quality Assurance reviews conducted by the Government. The Government reserves the right to authorize an independent verification and validation of the Contractor's procedures, methods, data, equipment, and other services provided during the performance of this PWS.

#### **4.6. Requirements Affecting Contractor Personnel Performing Mission Essential Services:**

The CO has identified all or a portion of the services performed under this contract as "Essential DOD Contractor Services" as defined and described in DODI 3020.37, Continuation of Essential DOD Contractor Services During Crises. Hereafter, the personnel identified by the Contractor to perform these services shall be referred to as "Mission Essential Contractor Personnel." Within twenty (20) business days after contract award, the Contractor shall provide a written list of all "Mission Essential Contractor Personnel" to the CO or designee. The list shall identify names and where each employee will perform work under this contract. The CO, who is required to comply with DOD requirements, shall direct the Contractor to comply with requirements intended to safeguard the safety and health of Mission Essential Contractor Personnel. The CO may communicate the requirements through a letter of notification or other means, and subsequently modify the contract to incorporate the requirements.

#### **4.7. Handling of Non-Public Information:**

##### ***(MANDATORY)***

In performance of this contract, the Contractor may have access to sensitive, non-public information. The Contractor agrees:

a. To use and protect such information from unauthorized disclosure IAW DTM 08-027 - Security of Unclassified DOD Information on Non-DOD Information Systems, Incorporating Change 1, September 16, 2010, Attachment 2.

b. To use and disclose such information only for the purpose of performing this contract and to not use or disclose such information for personal or commercial purpose.

c. To obtain permission of the Government PM before disclosing/discussing such information with a third party.

d. To return and/or electronically purge, upon Government request, all non-public, sensitive information no longer required for Contractor performance.

e. To advise the Government PM of unauthorized releases of such information.

f. The Contractor shall have its employees assigned to this contract execute a non-disclosure agreement for delivery to the Government. The Government will require Contractor personnel to sign a non-disclosure agreement to protect non-public information of other Contractors and/or the Government. Non-disclosure agreements are provided at Appendix C.

#### **4.8. Acquisition Streamlining:**

##### **(MANDATORY)**

IAW DFARS 252.211-7000, the Contractor shall submit acquisition streamlining recommendations electronically. The Contracting Officer will provide more specific submission instructions upon award.

#### **4.9. Standards:**

The (*PROGRAM*) is part of the JDDA-E. The JDDA-E consists of Conceptual, Prescriptive, and Transition Architectures, referred to collectively as the Enterprise Architecture (EA). The JDDA-E embodies the Distribution Process Owner's (USTRANSCOM) Corporate Services Vision (CSV) and Service Oriented Architecture (SOA) concepts. Current governance, policy, architecture, standards, and specification documentation can be obtained by coordinating with the PMO who, in turn, will contact USTRANSCOM TCJ6-A. Other standards and specifications that are a part of the JDDA-E Prescriptive Architecture are being defined and will be made available after they are delivered. Until such time as the Prescriptive Architecture is released, existing federal, DOD, and USTRANSCOM guidelines shall pertain. The Contractor shall abide by the requirements of the DOD Information Technology Standards Registry (DISR) and the DOD Net-Centric environment as reflected in the JDDA-E. The contractor shall show traceability to the DTS Enterprise Architecture (EA) content to include identifying anticipated standards, new Information Exchange Requirements (IER), and system interfaces. This traceability shall be reflected in DODAF products for which the contractor shall be responsible to develop or update.

DOD is implementing a Service-Oriented Architecture (SOA) environment to enhance net-centricity and data sharing within the GIG. As USTRANSCOM is in SOA discovery mode, the contractor shall consider SOA standards and protocols documented in the DISR and the Net-Centric Operations Warfare Reference Model (NCOW RM) during system development and enhancement. A SOA is a design style for building flexible, adaptable distributed-computing environments for the DOD. Service-oriented design is fundamentally about sharing and reusing functionality across diverse applications. Service-oriented design focuses on the following best practices:

- Make application and system functionality as accessible and reusable services
- Expose service functionality through programmatic interfaces
- Maintain an abstraction layer between service interfaces and service implementations
- Describe service interfaces using standard metadata
- Advertise and discover services using standard service registries
- Communicate with services using standard protocols

USTRANSCOM's Data Management Strategy is documented in the Information Reference Model Manual, which is the governing document for Enterprise Information Management within USTRANSCOM. This document outlines program responsibility in support of the strategy. It mandates the creation and use of Standard Message Templates and Standard Reference Data (USTRANSCOM Reference Data Management - TRDM). The Enterprise Data Office (TCJ6-AD) will assist with the creation of the Standard Message Templates once validated through the Enterprise Requirements Management process. The AMP Contractor shall ensure AMP data is submitted and compliant with USTRANSCOM's Distribution Process Interface Exchange Data Model (DPIEDM), and that no data business rule from that model is violated in the system, to include the database and interfaces. Software shall be developed IAW CMMI Level II.

## **5.0. SECURITY (PHYSICAL, PERSONNEL, INFORMATION, ANTITERRORISM / FORCE PROTECTION AND INDUSTRIAL SECURITY)** **(MANDATORY)**

### **5.1. General Security Information:**

The overall classification of work associated with this PWS will be at the (*CLASSIFICATION*) level. Most of the work associated with this contract will be at the (*CLASSIFICATION*) level. Each task order will contain a DD Form 254 that will outline the security requirements for classified access to perform the deliverables and task orders in support of these contracts. All contract work associated with this PWS and all task orders deal directly with supporting current operations and decision making for the DPO for the DOD. An overall completed / signed DD Form 254 is attached to this PWS. Safeguarding of classified material at contractor locations is at the (*CLASSIFICATION*) level. The safeguarding level must be approved, in writing, by Defense Security Service (DSS) before any classified will be stored at the contractor facility. All background investigation levels, access to classified areas and materials, assigned IT/Automated Data Processing (ADP) levels required by the Contractor, and security stipulations for this classified contract (including any task orders assigned in the future) will be approved by one of the following: CO, COR, or the functional manager, before the start of the contract or any task orders under this contract. The Contractor will not divulge any financial, planning, programming, or budgeting information without the express consent of the Government as outlined in OPSEC and Information Security regulations or be held liable for punitive damages incurred as a result of release of such information. The Contractor shall comply with all appropriate provisions of the applicable security regulations while assigned to this contract for DOD and USTRANSCOM.

### **5.2. Personnel Security Requirements:**

The Contractor's, subcontractors', and/or partners' personnel performing services under this contract, shall be citizens of the United States of America. Dual citizens will not be authorized interim or final security clearance determinations within DOD. Any U.S. citizens who currently have foreign passports (either expired or active) will not be able to obtain or hold an interim/final security clearance determination within DOD; they are considered dual citizens. All Contractor personnel shall possess the appropriate personnel security investigation for the position(s)

occupied as directed in section 5.1, these levels will be stipulated by the CO/COR or functional manager of the contract.

The following guidance will be followed when determining position sensitivity levels and background investigation levels for this contract depending on requirements and Task Orders:

**POSITION LEVEL:**

**Information Technology (IT)-I**

**Automated Data Processing (ADP)-I**

**or Critical Sensitive Positions (TOP SECRET)**

*IT/ADP-I and Critical Sensitive Positions are those positions that:* Require access to TOP SECRET information; development or approval of plans, policies, or programs that affect the overall operations of the DOD or of a DOD Component; development or approval of war plans, plans or particulars of future major or special operations of war, or critical and extremely important items of war; investigative and certain investigative support duties; the issuance of personnel security clearances or access authorizations or the making of personnel security determinations; fiduciary, public contact, or other duties demanding the highest degree of public trust; duties falling under Special Access programs; category I ADP positions; any other position so designated by the head of the component or designee. No positions for this contract will be Critical Sensitive and no access to TOP SECRET information is required.

**BACKGROUND INVESTIGATION REQUIREMENTS:**

**(IT-I/ADP-I/Critical Sensitive) Requirements for TOP SECRET:** Positions designated by the Government as Critical Sensitive/ADP-I/IT-I rating require an Single Scope Background Investigation (SSBI) (or acceptable periodic reinvestigation) favorably adjudicated (a favorable adjudication grants eligibility at the TOP SECRET level as prescribed by DOD 5200.2-R). The IT-I/ADP-I requirements mandates the Contractor have a minimum Facilities Clearance Level (FCL) at the TOP SECRET level due to investigation submissions as directed in DOD 5220.22-M, DOD 5200.1-R and the Joint Personnel Adjudications System (JPAS).

**POSITION LEVEL:**

**Information Technology (IT)-II**

**Automated Data Processing (ADP)-II**

**or Non-Critical Sensitive Positions (SECRET)**

*IT/ADP-II and Non-Critical Sensitive Positions are those positions that:* Have access to SECRET or CONFIDENTIAL information; Security police/provost marshal-type duties involving the enforcement of law and security duties involving the protection and safeguarding of DOD personnel and property; Category II-IT/ADP-II positions; duties involving education and orientation of DOD personnel; duties involving the design, operation, or maintenance of intrusion detection systems deployed to safeguard DOD personnel and property; any other position so designated by the head of the Component or designee.

**BACKGROUND INVESTIGATION REQUIREMENTS:**

**(IT-II/ADP-II/Non-Critical Sensitive) Background Investigation Requirement for SECRET:** Positions designated by the Government at the Non-Critical Sensitive/ADP-II/IT-II rating require a National Agency Check with Local Credit (NACLC) (or acceptable periodic reinvestigation) favorably adjudicated (a favorable adjudication grants eligibility at the SECRET level as prescribed by DOD 5200.2-R). The IT-II/ADP-II requirement mandates the Contractor have a minimum Facility Clearance Level (FCL) at the SECRET (or higher) level due to investigation submissions as directed in DOD 5220.22-M, DOD 5200.1-R and JPAS.

**POSITION LEVEL:**

**Information Technology (IT)-III**

**Automated Data Processing (ADP)-III**

**Non-Sensitive Positions (POSITION OF TRUST DETERMINATION) (NO CLASSIFIED ACCESS):** All other positions involved in computer activities and Common Access Card (CAC). No clearance is granted for classified access and only a Position of Trust (PoT) is awarded and posted in the JPAS.

**BACKGROUND INVESTIGATION REQUIREMENTS:**

**(IT-III/ADP-III/Non-Sensitive) Background Investigation Requirements for POSITION OF TRUST Determinations (NO CLASSIFIED ACCESS):** Positions designated by the Government at the Non-Sensitive/ADP-III/IT-III rating require a National Agency Check with Inquiries (NACI) (or acceptable investigation/reinvestigation) favorably adjudicated (a favorable adjudication issues a Position of Trust determination as prescribed by DOD 5200.2-R and DOD DTM 08-003. Favorable NACI or equivalent investigation results must be posted in JPAS before a CAC or NIPRNET access will be granted. To obtain interim CAC/NIPRNET access, NACI investigations will be opened with fingerprint, name and criminal records checks returned favorably before the credentials (CAC and NIPRNET) are issued. NACI submissions will be completed on the Standard Form (SF) 85P and submitted with fingerprint cards (FP 258) to USTRANSCOM Security Service Center (SSC) for processing. No classified access will be granted based on the NACI investigation.

**NOTE:** The above requirements for IT-III/ADP-III/Non-Sensitive Positions cover access to unclassified systems only. Contractors who require access to classified systems or areas must have interim or final adjudication of background investigations at the Non-Critical Sensitive and Critical Sensitive levels. USTRANSCOM only processes NACI/PoT investigations and does not complete any personnel security investigations for classified access. It is incumbent upon the Contractor to have the appropriate investigations completed upon start of the contract. Personnel who do not have the proper investigation will be denied access to USTRANSCOM facilities until investigations have been favorably adjudicated.

**5.3. Facilities Clearance Level:** The Contractor must have a valid FCL at the SECRET level (or higher). Interim FCLs are acceptable provided they are not expired. FCL procedures and security guidelines for adjudicative requirements are outlined in DOD 5220.22-M and DOD 5200.2-R. FCLs and Interim FCLs must be awarded by the DSS. Any safeguarding levels required for this awarded company may be at the SECRET level or as directed by the task order DD 254 and inspections for this will be performed by DSS during normal inspection cycles.

**5.4. Personnel and Facilities Clearance Validation:** Upon contract award or task order award, the Contactor will submit the names of contract personnel to the USTRANSCOM SSC for vetting through JPAS to ensure investigative and clearance requirements have been satisfied. If a Contractor's employee does not have the required eligibility determination level based on the Government's determination, the Contractor's personnel will be denied the ability to work in support of this contract and the employee's information will not be loaded into Contractor Verification System (CVS) for the purpose of obtaining a CAC or be given classified material.

**5.5. CAC Issuance Procedures:** Upon notification by USTRANSCOM SSC that contractor personnel meet the required investigative and clearance levels, the personnel will be loaded in CVS for an expiration on their CAC for the base year, plus 2 option years, for a 3 year total, if the contract is fully funded. If the contract is not fully funded or funded on a yearly basis requiring recertification of funding by USTRANSCOM TCAQ/TCJ8, CACs will only be loaded for the current period of performance. All checks outlined in section 5.4 will be completed before the CO, COR, functional manager, or trusted agent (TA) accesses the DOD CVS and submits the request for issuance of the CAC to the contractor's personnel.

**5.6. Scott Air Force Base/USTRANSCOM Physical Access:** Upon receipt of the CAC, permanently assigned contract personnel located at USTRANSCOM at SAFB IL, may obtain the AF Form 1199 (Restricted Area Badge) if the employee meets the requirements set forth in SAFB Instruction 31-101. This stipulates that personnel who request AF Forms 1199 be assigned physically on SAFB at least four (4) days a week with a desk, computer, and phone before a AF Form 1199 will be issued. The Government will provide unrestricted access to facilities, consistent with security clearance and need to know, necessary for the on-site personnel to perform their work IAW the contract or task order. Contractor personnel assigned on-site at USTRANSCOM will wear the black contractor lanyard (provided by the Government at no cost) and display the Restricted Area Badge at all times while in Government facilities. Visits to SAFB by contractor personnel who do not possess the CAC will be facilitated by the COR/CO sponsoring the employee through the online base access system.

**5.7. Visits to USTRANSCOM Buildings:** The following visit procedures apply; note that different a JPAS Security Management Office (SMO) code will be used depending upon the each type of visit.

**General Visits:** Any visit(s) by contractor personnel not permanently assigned to this contract (i.e., company presidents, company security managers, contractor personnel not permanently assigned at SAFB, etc.) require an electronic visit request be submitted using JPAS. JPAS visits can be forwarded to the Security Management Office (SMO) code: USTC-SDDC. The visit request will annotate the contract number in the POC block of the visit request and the name/phone number of either the CO or COR in the phone number block.

**Permanently Assigned Contractors:** Permanently assigned contractor employees on SAFB will require a visit request for the current period of performance posted in JPAS to SMO: SSC-CONT. The visit request will annotate the contract number in the POC block of the visit request and the name/phone number either of the CO or COR in the phone number block. Upon in-processing, permanently-assigned contractors will require a copy of the DD Form 254 for this

overall contract or task order to show the classified access level for this contract and to assist in assigning permissions on restricted area badges.

**5.8. Security Training:** Contract personnel physically assigned to USTRANSCOM/TCCs at SAFB shall attend/complete security training as prescribed by DOD, USTRANSCOM, and Air Force instructions. At a minimum, this includes Employee Initial Security Training, Annual Security Awareness Training, Operations Security (OPSEC), DOD Antiterrorism Level 1 Training, Personally Identifiable Information (PII) Training, and any Security Stand-Down Day Training scheduled by CDRUSTRANSCOM. Contract personnel assigned elsewhere shall attend security training established by their respective Government security offices and/or installation requirements.

**5.9. Additional Security Conditions:** All contractors assigned to USTRANSCOM/SDDC on SAFB will complete the contractor in-processing checklist before the start of working on this or any contract in USTRANSCOM. Contractor personnel shall complete the out-processing checklist on the last day of the contract or upon termination or reassignment from duties under this contract. Upon completion of this contract, the contractor's personnel shall surrender all Government supplies, materials, and equipment to the COR. All contractor personnel assigned to this contract who possess CAC cards shall return those cards to the SSC when completing out-processing. No CACs or AF Forms 1199 (Restricted Areas Badges) will be turned in to the contract company. Contractor personnel physically working at USTRANSCOM at SAFB IL shall complete a security debriefing statement (SF 312) upon completion of the contract. The Government shall ensure the roles/privileges assigned to contractor personnel on the Government computing platforms are limited to the roles/privileges essential to that individual's performance of his/her assignments. The Government may limit or revoke these roles or privileges for any reason.

**5.10. Derogatory Information:** If the Government notifies the contractor that the employment or the continued employment of any contractor personnel is prejudicial to the interests of or endangers the security to the United States of America, that employee shall be removed and barred from the work site. This includes security deviations/incidents and credible derogatory information on contractor personnel during the course of the contract's period of performance as noted in JPAS. Personnel who have incident reports posted in JPAS will be denied the ability to support the contract until the issues have been resolved and the incident has been removed in JPAS. The Contractor shall make any changes necessary in the appointment(s).

**USTRANSCOM Force Protection (Industrial Security) Points of Contact:**

Patrick Collins or Steven Strait  
508 Scott Drive  
Security Services Center (SSC)  
Scott AFB IL 62225  
Commercial: 618-220-6551/8287  
Email at [Patrick.Collins@ustranscom.mil](mailto:Patrick.Collins@ustranscom.mil) or [Steven.Strait@ustranscom.mil](mailto:Steven.Strait@ustranscom.mil)  
**USTC FP Approval:** (NAME OF APPROVER, DATE of DD-255)  
**DD Form 254 is attached**

**USTC FP Tracking #: USTRANSCOM-FP (TRACKING NUMBER PROVIDED BY TCJ3-FP)  
(overall contract, task orders will be marked accordingly)**

Security Regulation Guidance:

Department of Defense (DOD):

DODD 2000.12, DOD Antiterrorism Program, August 18, 2003

DODD 8500.1, Information Assurance, October 24, 2002

DODI 2000.16, October 2, 2006 (DOD Antiterrorism Standards)

DOD 5200.08-R, Change-1, DOD Physical Security Program, May 27, 2009

DOD 5200.1-R, DOD Information Security Program, January 14, 1997

DOD 5200.2-R, Change-3, Personnel Security Program, February 23, 1996

DOD 5220.22-M, National Industrial Security Program, February 28, 2008

DODD 8500.1, Information Assurance, October 24, 2002

DODI 8500.2, Information Assurance Implementation, February 6, 2003

USTRANSCOM:

USTRANSCOM Handbook 31-10 (USTRANSCOM Security Classification Guide)

USTRANSCOM Instruction 31-11 (USTRANSCOM Security Program)

Scott Air Force Base:

SAFB Instruction 31-101 (Installation Security Instruction)

**(Restricted publication. Sent only to .mil domains when forwarding. Not for public distribution.)**

Forms:

DD Form 254, DOD, Contract Security Classification Specification

**6.0 CONTRACTOR TRANSITION (IF APPLICABLE)**

**6.1. Exit Requirements:** The contractor shall organize all work related documents and files, store them on the designated shared drives, and provide a file plan outlining the file structure. Status for each project will be documented, to include recent, current, and pending actions. The contractor shall provide a listing of all GFE and COTS utilized in support of this contract and soft copies of all procedures and training materials developed as part of this task order. In addition, the contractor shall provide a complete list of all badges, vehicle passes, and Government software access permissions by individual currently working on the task order. The contractor must ensure no logistics or contract data is corrupted, changed, or altered in a manner that would cause damage to the Government.

**6.2. Ramp Up Time:** (IF APPLICABLE - PERCENTAGES/TIMELINES MAY BE ADJUSTED AS NEEDED OR DELETED). The Contractor shall have at least twenty-five percent (25%) of all necessary personnel and the capability to support each task at task order award. The contractor shall have fifty percent (50%) of personnel available ten (10) business days after task order award. The contractor shall ensure that personnel start dates do not impair performance to meet all deliverables.

**APPENDIX A: GOVERNMENT-FURNISHED PROPERTY**

*NOTE TO THE REQUIRING ACTIVITY:*

*WHEN DEVELOPING A GOVERNMENT FURNISHED PROPERTY LIST FOR THIS APPENDIX, REVIEW AND COMPLY WITH FAR 45.201(A) THROUGH (D).*

**APPENDIX B: GOVERNMENT-FURNISHED INFORMATION**

UNCLASSIFIED

## APPENDIX C: NON-DISCLOSURE AGREEMENT

### NONDISCLOSURE AGREEMENT AND AGREEMENT TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST FOR CONTRACTOR EMPLOYEES ON USTRANSCOM CONTRACTS

NOTE: This Agreement is a standard agreement designed for use by contractor (including sub-contractor) employees assigned to work on USTRANSCOM contracts. Its use is designed to protect non-public Government information from disclosure, identify potential conflicts of interest, and prevent violations of federal statutes/regulations. The restrictions contained in this Agreement also serve contractors by promoting compliant behavior that keeps contractors eligible to compete for Government contracts. In addition to the potential impact on future business opportunities, failure to abide by this Agreement could result in administrative, civil, or criminal penalties specified by statute or regulation.

1. I, \_\_\_\_\_, currently an employee of \_\_\_\_\_, hereby agree to the terms and conditions set forth below.

2. I understand that I may have access to confidential business information, contractor bid or proposal information (as defined by FAR 3.104-1), and/or source selection information (as defined by FAR 2.101) either for contract performance, as a result of working in a USTRANSCOM facility, or of working near USTRANSCOM personnel, contractors, visitors, etc. I fully understand that such information is sensitive and must be protected in accordance with 41 US Code Section 423 and FAR SubPart 3.1.

3. In the course of performing under contract/order # \_\_\_\_\_ or some other contract or sub-contract for USTRANSCOM, I agree to the following:

Use only for Government purpose any and all confidential business information, contractor bid or proposal information, and/or source selection sensitive information to which I am given access. I agree not to disclose "non-public information" by any means (in whole or in part, alone or in combination with other information, directly, indirectly, or derivatively) to any person except to a US Government official with a need to know or to a non-Government person (including, but not limited to, a person in my company, affiliated companies, sub-contractors, etc.) who has a need to know related to the immediate contract/order, has executed a valid form of this Non-Disclosure Agreement, and receives prior clearance by the Contracting Officer. All distribution of the documents will be controlled with the concurrence of the Contracting Officer. "Non-public information," as used herein includes trade secrets; confidential or proprietary business information (as defined for Government employees in 18 USC 1905); advance procurement information (future requirements, acquisition strategies, statements of work, budget/program/planning data, etc.); source selection information (proposal rankings, source selection plans, contractor bid or proposal information); information protected by the Privacy Act (social security numbers, home addresses, etc.); sensitive information protected from release under the Freedom of Information Act (pre-decisional deliberations, litigation materials, privileged material, etc.); and information that has not been released to the general public and has not been authorized for such release (as defined for Government employees in 5 CFR

2635.703). Not use such information for any non-Governmental purposes, including but not limited to, the preparation of bids or proposals, or the development or execution of other business or commercial ventures. Store the information in such a manner as to prevent inadvertent disclosure or releases to individuals who have not been authorized access to it.

4. I understand that I must never make an unauthorized disclosure or use of confidential business information, contractor bid or proposal information, and/or source selection sensitive information unless:

The information has otherwise been made available without restriction to the Government, to a competing contractor or to the public.

The Contracting Officer determines that such information is not subject to protection from release.

5. I agree that I shall not seek access to “non-public information” beyond what is required for the performance of the services I am contracted to perform. I agree that when I seek access to such information, attend meetings, or communicate with other parties about such information, I will identify myself as a contractor. Should I become aware of any improper or unintentional release or disclosure of “non-public information,” I will immediately report it, in writing, to the Contracting Officer. I agree that I will return all forms (including copies or reproduction of original documents) of any “non-public information” provided to me by the Government for use in performing my duties to the control of the Government when my duties no longer require this information.

6. Because the Government expects unbiased judgment and recommendations from contractors performing work under its contracts and orders, I agree to advise the Contracting Officer of any actual or potential personal conflicts of interest I may have related to any work I perform under this contract/order with the Government. Personal conflicts of interest include any matter in which I or my spouse, minor child, or household member has a financial interest. A financial interest is any interest in, or affiliation with, a prime contractor, subcontractor to a prime contractor, any offeror, or any prospective subcontractor to any offeror for the program, contract, or other matter for which I am performing a support task under this contract. The financial interest can take the form of any ownership interest (including but not limited to: stock; ownership of bonds; vested or unvested retirement benefits; a loan or other financial arrangement that is other than an arm’s length transaction; employment, or an arrangement concerning prospective employment including negotiations therefore; or any non arm’s length loan, any gift from or other non arm’s length financial arrangement with any person who is directly communicating with the Government on behalf of the prime contractor, subcontractor, or any prospective subcontractor or offeror). With respect to conflict of interest disclosures required under this Agreement, a financial interest in, or affiliation with, the prime contractor that is my employer under this contract does not have to be disclosed to the Contracting Officer. If any potential conflicts of interest, real or otherwise, do present themselves, then I shall immediately disclose the pertinent information to the Contracting Officer.



**APPENDIX D: DD FORM 254**

**APPENDIX E: HISTORICAL WORKLOAD**

Task Area 1, Task title, X,XXX hrs  
Task Area 2, *Task Title*, X,XXX hrs  
Task 2 Subtask 1, *Task Title*, X,XXX hrs  
Task Area 3, *Task Title*, X,XXX hrs  
Task 3 Subtask 1, *Task Title*, X,XXX hrs  
Task 3 Subtask 2, *Task Title*, X,XXX hrs  
Task 3 Subtask 3, *Task Title*, X,XXX hrs

Note: The Historical Workload is based on the current contract and is for the duration of one Fiscal Year. Actual workload may vary depending on the requirements of USTRANSCOM and other Government entities.

**APPENDIX F: INFORMATION ASSURANCE WORKFORCE IMPROVEMENT CERTIFICATION REQUIREMENTS**

*THIS IS A SAMPLE TABLE -- EDIT APPENDIX AS NECESSARY*

**IAWIP Certification Requirements**

(From DOD 8570.01-M, Table C3.T3 – IAT Level I Functions and Table C10.T3 - IASAE Level I Functions)

<b>Contract Task</b>	<b>DOD 8570.01-M IA Function</b>	<b>IAT I</b>	<b>IASAE I</b>
1.4.3.1a	Table C3-T3; T-I.13	X	
1.4.3.1c	Table C10-T3; IASAE-I.7, IASAE-I-13, IASAE-I-25, IASAE-I26		X
1.4.3.1d	Table C10-T3; IASAE-I-7		X
1.4.3.2	Table C10-T3; IASAE-I.20, IASAE-I.23		X

**APPENDIX G: CONTRACT DATA REQUIREMENTS LIST**

*EDIT APPENDIX AS NECESSARY AND ATTACH APPLICABLE DD FORMS 1423-1*

Contract Data Requirements List (CDRL) is a list of contract data requirements that are authorized for a specific acquisition and made a part of the contract. CDRLs are specified by DD Form 1423-1.

Data items shall be prepared IAW the applicable Data Item Description (DID), as tailored. DIDs are available on the “Assist Quick CDRL Search” website. Data submitted under this contract shall be accompanied by a Letter of Transmittal addressed to the CO and identified with the following elements:

- Contractor’s Transmittal Letter Number and Date
- Contract Number
- CDRL Data Item Sequence, i.e., CDRL A001, etc.
- Title of CDRL Deliverable
- Revision Identification
- Distribution List

The data shall be submitted to the Government for review and written approval by the CO. Data shall be delivered IAW the delivery schedule per the DD Form 1423-1, unless otherwise specified in the CO letter. Due dates falling on non-working days shall be construed to mean the next regular working day. The following distribution statement applies to all data for this contract and must appear on the front cover of all documents:

“Distribution Statement C: Distribution authorized to US Government agencies and their contractors (Administrative or Operational Use), 5 May 2009. Other requests shall be referred to the USTRANSCOM *PROGRAM NAME* Program Manager, 508 Scott Drive, Scott AFB IL 62225-5357.”

The CDRLs and DIDs listed below are to be used when creating a new document, and as a reference supporting format and content when updating existing documents. For updates to any existing document, refer to A010, DI-ADMIN-80925 (Revisions to Existing Government Documents).

<b>Data Item</b>	<b>Requiring Office</b>	<b>Authority/Title of Data Item Description (DID)</b>
A001	USTRANSCOM/TCAQ	DI-IPSC-81432A System/Subsystem Design Document (SSDD)
A002	USTRANSCOM/TCAQ	DI-IPSC-81437A Database Design Description (DBDD)
A003	USTRANSCOM/TCAQ	DI-IPSC-81433A Software Requirements Specification (SRS)
A004	USTRANSCOM/TCAQ	DI-SDMP-81465A Performance Specification (PS)

A005	USTRANSCOM/TCAQ	DI-IPSC-81442A Software Version Description/Version Description Document (VDD)
A006	USTRANSCOM/TCAQ	DI-IPSC-81443A Software User Manual (SUM)
A007	USTRANSCOM/TCAQ	DI-IPSC-81441A Software Product Specification (Source Code)
A008	USTRANSCOM/TCAQ	DI-IPSC-81436A Interface Design Description
A009	USTRANSCOM/TCAQ	DI-MISC-80508B Technical Report Study/Service (CPE Migration)
A010	USTRANSCOM/TCAQ	DI-ADMIN-80925 Revisions to Existing Government Documents

**APPENDIX H: ACRONYMS***EDIT APPENDIX AS NECESSARY*

<b>Acronym</b>	<b>Definition</b>
ADP	Automated Data Processing
AIS	Automated Information System
AMC	Air Mobility Command
BCA	Business Case Analysis
BMA	Business Mission Area
BTA	Business Transformation Agency
CAC	Common Access Card
CCA	Clinger-Cohen Act
CCB	Configuration Control Board
CCT	Change Control Tool
CFE	Contractor-Furnished Equipment
CIO	Chief Information Officer
CND	Computer Network Defense
CM	Configuration Management
CMP	Configuration Management Plan
CO	Contracting Officer
COR	Contracting Officer's Representative
COTS	Commercial Off-The-Shelf
CPRP	Corporate Portfolio Review Process
CRIS	Corporate Resource Information Source
CRITR	CRIS IT Reporting
CSV	Corporate Services Vision
CVS	Contractor Verification System
CWG	Change Working Group
DCTS	Defense Collaboration Tool Suite
DDS	Defense Distribution System
DIACAP	DOD Information Assurance Certification and Accreditation Process
DITPR	DOD Information Technology Portfolio Repository
DISA	Defense Information Systems Agency
DISCO	Defense Industrial Security Clearance Office
DOD	Department of Defense
DPfM	Distribution Portfolio Management
DPO	Distribution Process Owner
DPRP	Distribution Portfolio Review Process
DSG	Distribution Steering Group
DSS	Defense Security Service
DTS	Defense Transportation System
GIG	Global Information Grid
GFE	Government-Furnished Equipment
GFI	Government-Furnished Information
GIG	Global Information Grid
GWT	Government Witness Testing
EA	Enterprise Architecture
ECP	Engineering Change Proposal

E-Gov	Electronic Government
eMASS	DOD Enterprise Mission Assurance Support Service
ERM	Enterprise Requirements Management
ERRC	Enterprise Requirements Review Council
ESE	Enterprise Systems Engineering
ETP	Enterprise Transition Plan
FACCSM	Functional Area Communications and Computer Systems Manager
FCL	Facilities Clearance Level
FISMA	Federal Information Security Management Act
IA	Information Assurance
IAM	Information Assurance Manager
IAVB	Information Assurance Vulnerability Bulletin
IAVM	Information Assurance Vulnerability Management
IAWIP	Information Assurance Workforce Improvement Program
IA&ISP	Information Assurance and Industrial Security Plan
IMS	Integrated Master Schedule
IPR	In-Process Review
IPT	Integrated Product Team
IRP	Incident Response Plan
IT	Information Technology
JCIDS	Joint Capabilities Integration and Development System
JDDA-E	Joint Deployment and Distribution Architecture - Enhanced
JDDE	Joint Deployment and Distribution Enterprise
JPAS	Joint Personnel Adjudication System
MAC	Mission Assurance Category
MSC	Military Sealift Command
MSR	Monthly Status Report
NACLC	National Agency Check with Local Agency and Credit Check
NDAA	National Defense Authorization Act
NIST	National Institute of Standards and Technology
OA	Operational Assessment
ODC	Other Direct Costs
OMB	Office of Management and Budget
OPSEC	Operational Security
ORR	Operational Readiness Review
OSD (AT&L)	Office of the Secretary of Defense (Acquisition Training & Logistics)
PfM	Portfolio Management
PK/PKI	Public Key / Public Key Infrastructure
PII	Personally Identifiable Information
PM	Program Manager
PMO	Program Management Office
PoT	Position of Trust
PRR	Production Readiness Review
PWS	Performance Work Statement
RDT&E	Research, Development, Test & Evaluation
RMT	Requirement Management Tool
RTM	Requirements Traceability Matrix

SAFB	Scott Air Force Base
SCOR	Supply Chain Operational Reference
SDD	Security Design Document
SDDC	Surface Deployment and Distribution Command
SDP	Software Development Plan
SEER-SEM	System Evaluation and Estimation of Resources – Software Estimating Model
SME	Subject Matter Expert
SMO	Security Management Office
SPR	Software Problem Report
SSC	USTRANSCOM Force Protection Security Service Center
SSR	System Requirements Review
SSRB	Source System Review Board
STIG	Security Technical Implementation Guide
STP	Security Test Plan
ST&E	Security, Test, and Evaluation
TA	Technical Assessment or Technical Advisory
TA	Trusted Agent
TCC	Transportation Component Command
TCAQ	USTRANSCOM Directorate of Acquisition
TCJA	USTRANSCOM Staff Judge Advocate
TCJ6	USTRANSCOM Command, Control, Communications and Computer Systems Directorate
TIAC	USTRANSCOM Technical Information Analysis Center
TOMP	Task Order Management Plan
TPR	Test Problem Report
TRR	Test Readiness Review
TWCF	Transportation Working Capital Fund
UAT	User Acceptance Testing
US-CERT	United States Computer Emergency Readiness Team
USTRANSCOM	United States Transportation Command
VMP	Vulnerability Management Plan
VTC	Video-teleconference
WBS	Work Breakdown Structure

**ATTACHMENT 5****SAMPLE INDEPENDENT GOVERNMENT COST ESTIMATE****FOR OFFICIAL USE ONLY  
(When filled in)****INDEPENDENT GOVERNMENT COST ESTIMATE (IGCE)  
ANALYSIS OF MOBILITY PLATFORM (AMP) FYXX - XX CONTRACT**

1. This IGCE applies to the Analysis of Mobility Platform (AMP) development and maintenance contract for FYXX through FYXX. The contract will continue tasks required to develop mobility and simulation models and link them through a standardized architecture to provide senior leadership with complete answers and insight regarding strategic and theater mobility in a timely, accurate, and reliable manner. Included in the contract will be annual maintenance and system administration. Development and Operating & Maintenance requirements will be funded respectively by TWCF capital and TWCF operating.
2. The IGCE is based on the PM's estimate of hours by task, based on historical data (see attached), knowledge of the size and complexity of planned initiatives, as well as related development and operating efforts. Costs per labor hour are based on a random sampling of labor rates from GSA schedules (see attached data)—OR--costs per labor hour are based on comparison and analysis of published catalog pricing (see attached data)—OR--costs per labor hour are based on historical prices paid (see attached data).
3. Travel against normal program requirements is estimated at \$XX,XXX each year which is based on an X (estimated number) of trips for X (estimated number) of personnel, FYXX-XX. Other Direct Costs (ODCs) are estimated at \$XX,XXX each year to cover the costs of XXXX, FYXX-XX.
4. Summary tables that follow include hours and costs of each task requiring direct labor; there is a summary table for each fiscal year, FYXX-XX. Travel and ODC are also included in each table.

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<b>FYXX Summary</b>			
	<b>Task</b>	<b>Hours</b>	<b>Costs \$</b>
<b>TWCF Capital SW :</b>			
PWS Para Reference			
1.3.3	Requirements Definition	xxx	\$xxx,xxx
1.3.4.1	SW Dev	xx	\$xxx,xxx
1.3.4.2	Software and System Testing	xx	\$xx,xxx
1.3.4.3	AMP Software Releases	xxx	\$xx,xxx
1.3.11.1	CM Responsibilities	xx	\$x,xxx
1.3.11.2	Configuration Identification	xx	\$x,xxx
1.3.11.3.1	Evaluating Change Requests	xx	\$x,xxx
1.3.11.3.2	Configuration Control Board	xx	\$x,xxx
1.3.11.3.3	Configuration Status Accounting	xx	\$x,xxx
1.3.11.3.4	CM Audits	xx	\$x,xxx
1.3.11.3.5	CM Process Improvement	xx	\$x,xxx
1.3.12	Enhancements	xxxx	\$x,xxx,xxx
<b>TWCF Capital SW Total</b>		<b>xx,xxx</b>	<b>\$x,xxx,xxx</b>
<b>TWCF Operating:</b>			
PWS Para Reference			
1.3.1.1	TOMP	xx	\$xx,xxx
1.3.1.2	MSR	xx	\$xx,xxx
1.3.1.3	IPRs	xx	\$xx,xxx
1.3.1.4	IMS	xx	\$xx,xxx
1.3.1.5	CSR	xx	\$xx,xxx
1.3.1.6	Variance Report	xx	\$xx,xxx
1.3.1.7	Demonstration Support	xx	\$xx,xxx
1.3.1.8	Teleconferences	xx	\$xx,xxx
1.3.2	Studies Support	xxx	\$xx,xxx
1.3.5.3	Architecture Support	xxx	\$xx,xxx
1.3.5.4.1	Logical Data Model	xxx	\$xx,xxx
1.3.5.4.2	Data Structure Support	xxx	\$xx,xxx
1.3.6.1	System Interface Maint	xxx	\$xx,xxx
1.3.6.2	System Interface Development and Modification	xxx	\$xx,xxx
1.3.7.1	Software Maint	xxxx	\$xxx,xxx
1.3.7.2	System Maint	xxxx	\$xxx,xxx
1.3.8	System Administration	xxx	\$xx,xxx
1.3.8.1	AMP Federation Tng	xxx	\$xx,xxx
1.3.9.1	IA Design	xx	\$xx,xxx
1.3.9.2	Security Testing	xx	\$xx,xxx
1.3.9.3	DOD IA Certification and Accreditation Process	xx	\$xx,xxx
1.3.9.4	Security Personnel Requirements	xx	\$xx,xxx
1.3.10	Contingency Operations	xxx	\$xx,xxx
1.3.10.1	Exec and Effect Review Doc	xx	\$x,xxx
		<b>xxxx</b>	<b>\$xxx,xxx</b>
	<b>Labor</b>		<b>\$xxx,xxx</b>
<b>4.5</b>	<b>Travel</b>		<b>xx,xxx</b>
<b>4.8</b>	<b>ODC</b>		<b>Xx,xxx</b>
<b>TWCF Operating Total</b>			<b>\$xxx,xxx</b>
<b>Totals</b>		<b>xx,xxx</b>	<b>\$x,xxx,xxx</b>





<b>FYXX Summary</b>	<b>Task</b>	<b>Hours</b>	<b>Costs \$</b>
<b>TWCF Capital SW :</b>			
PWS Para Reference			
1.3.3	Requirements Definition	xxx	\$xxx,xxx
1.3.4.1	SW Dev	xx	\$xxx,xxx
1.3.4.2	Software and System Testing	xx	\$xx,xxx
1.3.4.3	AMP Software Releases	xxx	\$xx,xxx
1.3.11.1	CM Responsibilities	xx	\$x,xxx
1.3.11.2	Configuration Identification	xx	\$x,xxx
1.3.11.3.1	Evaluating Change Requests	xx	\$x,xxx
1.3.11.3.2	Configuration Control Board	xx	\$x,xxx
1.3.11.3.3	Configuration Status Accounting	xx	\$x,xxx
1.3.11.3.4	CM Audits	xx	\$x,xxx
1.3.11.3.5	CM Process Improvement	xx	\$x,xxx
1.3.12	Enhancements	xxxx	\$x,xxx,xxx
<b>TWCF Capital SW Total</b>		<b>xx,xxx</b>	<b>\$x,xxx,xxx</b>
<b>TWCF Operating:</b>			
PWS Para Reference			
1.3.1.1	TOMP	xx	\$xx,xxx
1.3.1.2	MSR	xx	\$xx,xxx
1.3.1.3	IPRs	xx	\$xx,xxx
1.3.1.4	IMS	xx	\$xx,xxx
1.3.1.5	CSR	xx	\$xx,xxx
1.3.1.6	Variance Report	xx	\$xx,xxx
1.3.1.7	Demonstration Support	xx	\$xx,xxx
1.3.1.8	Teleconferences	xx	\$xx,xxx
1.3.2	Studies Support	xxx	\$xx,xxx
1.3.5.3	Architecture Support	xxx	\$xx,xxx
1.3.5.4.1	Logical Data Model	xxx	\$xx,xxx
1.3.5.4.2	Data Structure Support	xxx	\$xx,xxx
1.3.6.1	System Interface Maint	xxx	\$xx,xxx
1.3.6.2	System Interface Development and Modification	xxx	\$xx,xxx
1.3.7.1	Software Maint	xxxx	\$xxx,xxx
1.3.7.2	System Maint	xxxx	\$xxx,xxx
1.3.8	System Administration	xxx	\$xx,xxx
1.3.8.1	AMP Federation Tng	xxx	\$xx,xxx
1.3.9.1	IA Design	xx	\$xx,xxx
1.3.9.2	Security Testing	xx	\$xx,xxx
1.3.9.3	DOD IA Certification and Accreditation Process	xx	\$xx,xxx
1.3.9.4	Security Personnel Requirements	xx	\$xx,xxx
1.3.10	Contingency Operations	xxx	\$xx,xxx
1.3.10.1	Exec and Effect Review Doc	xx	\$x,xxx
		<b>xxxx</b>	<b>\$xxx,xxx</b>
	<b>Labor</b>		<b>\$xxx,xxx</b>
<b>4.5</b>	<b>Travel</b>		<b>xx,xxx</b>
<b>4.8</b>	<b>ODC</b>		<b>Xx,xxx</b>
<b>TWCF Operating Total</b>			<b>\$xxx,xxx</b>
	<b>Totals</b>	<b>xx,xxx</b>	<b>\$x,xxx,xxx</b>

JOHN DOE, GS-14  
Program Manager

Based on review of hours, labor categories, costs per labor hour, and methodology, I validate results of the above IGCE.

BOB SMITH, GS-15  
Chief, Program Support Branch

**ATTACHMENT 6**

**SAMPLE QUALITY ASSURANCE SURVEILLANCE PLAN**

**FOR**

**USTRANSCOM TCJ1-C TRAINING MANAGEMENT**

**SUPPORT**

**(Note: This QASP is provided to reflect a sample format to be followed. Each individual QASP will need to be written to reflect the requirements of the specific acquisition. Requiring activities are encouraged to contact the assigned CO prior to writing the QASP. This will ensure the latest guidance and formats are followed)**



APPROVED BY:

JOHN DOE  
XYZ Program  
Program Manager

JANE DOE  
Contracting Officer

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## 1. INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) was developed for work performed to provide (XXXX) services for the United States Transportation Command (USTRANSCOM) at Scott AFB IL. This QASP sets forth the procedures and guidelines to be used by the Government to ensure that the contractor achieves the required performance standards as specified in the Performance Work Statement (PWS). The PWS contains a Service Delivery Summary (SDS) that summarizes performance objectives (service required) and performance thresholds (specific standard) contained within the body of the PWS. The SDS does not identify every service required, but only those services considered most important for mission accomplishment. This QASP is based on the premise that the contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The SDS recognizes that the contractor is not a perfect manager and that unforeseen and uncontrollable problems do occur. Good management and use of an adequate quality control plan will allow the contractor to meet or exceed the performance standards specified in the PWS.

## 2. PURPOSE

This QASP is designed to accomplish the following:

- Provide a systematic method to survey and evaluate contractor services to determine conformity with the technical requirements of the contract.

- Define the roles and responsibilities of participating Government officials.

- Describe the evaluation methods that will be employed by the Government in assessing the contractor's performance.

- Describe the process of performance documentation.

- Provide copies of the Quality Assurance (QA) monitoring forms that will be used by the Government in documenting and evaluating contractor's performance.

## 3. ROLES AND RESPONSIBILITIES

The Government monitors contractor performance on a continuing basis through the services of a surveillance team. The surveillance team consists of the following members: Contracting Officer (CO) and Contracting Officer's Representative (COR).

**3.1. Contracting Officer (CO):** The CO has overall responsibility for contract administration. The CO is responsible for monitoring contract compliance and resolving any and all disagreements regarding interpretation of contract terms and conditions. The two primary functions of the CO with regard to the surveillance activity are to approve payments and authorize changes to the contract. Payment is authorized based on documented objective evidence provided by the COR that contractor performance meets the performance standards specified. The CO is the only Government official authorized to revise the contract. Additionally, the CO is responsible for approving the QASP.

**3.2. Contracting Officer's Representative (COR):** The COR serves as a functional expert and is responsible for monitoring, assessing, recording and reporting the technical performance of the contractor on a continuous basis. The COR schedules surveillance activities, evaluates and documents performance by the contractor, initiates requests for and evaluates adequacy of the corrective action, and reports contractor performance of contractor requirements. CORs are sufficiently trained to perform the required duties and to ensure their knowledge of the terms and conditions of the contract.

3.2.1. The COR is to be objective, fair, and consistent in evaluating contractor performance against standards.

3.2.2. The COR will notify the CO immediately when an evaluation shows that performance does not meet the standards identified in this QASP.

3.2.3. The COR is required to ensure changes in work are not initiated before a written authorization or modification is issued by the CO.

3.2.4. The COR is required to accept delivery of services. The COR must ensure that all services have been performed before entering the quantity received and digitally signing the receiving report/invoice in Wide Area Work Flow (WAWF). (NOTE: THIS PROCESS WILL REQUIRE MODIFICATION FOR LABOR HOUR CONTRACTS WHEN THE QASP DOCUMENT IS DEVELOPED). The COR has a maximum of seven (7) days after the contractor's submission of a properly documented receiving report/invoice to accept the quantity and digitally sign the document in WAWF. Prompt processing of receiving reports/invoices in WAWF increases the Government's ability to take discounts offered and decreases the likelihood of the Government incurring interest expense for late payment. After digital signature, the signed receiving report/invoice will be routed to Defense Finance and Accounting Service (DFAS) for scheduling of payment.

3.2.5. The COR is required to provide an assessment of contractor performance to the CO for input into CPARS.

#### **4. METHODS OF SURVEILLANCE**

**4.1. Service Delivery Summary (SDS):** The SDS summarizes the expected service objectives (outcomes) and identifies the metrics that will be tracked to determine whether the outcomes are being achieved at the appropriate levels of performance. The Government, through the COR, will monitor contractor performance using the surveillance method(s) described below. In determining the evaluation criteria, the Government has considered what the contract specifically calls for, how performance can be surveyed, and if the proposed method of surveillance is adequate to assure the required level of performance has been achieved. Additionally, contractor performance will be a factor affecting application of the plan, i.e., surveillance frequency may be increased or decreased based on contractor demonstrated and documented performance. One or a combination of the following surveillance methods will be used to produce a well-rounded indication of contractor conformance: Sampling (spot, periodic, random), third party audit,

inspection/review (verification of specific tasks, weekly, monthly, quarterly, biannually, and annually), and customer/government input.

**4.1.1. Sampling:** This is the most appropriate method for frequently recurring tasks. Random sampling is done to determine whether to accept or reject the contractor's performance of the total lot of a particular task for a given period of time, using the premise that the statistically selected sample is representative of the entire lot. Sampling may be spot, periodic, or random.

**4.1.2. Third Party Audits:** Conducted by an authorized agent of the Government, federal, state, and local agencies (i.e., OSHA, DMV, EPA, Environmental Management etc.).

#### **4.1.3. Inspection/Review**

This surveillance type is preferred for those tasks that occur infrequently. It is also used frequently for those tasks having very stringent performance requirements. When this type of surveillance is used, the COR must inspect and evaluate the contractor's performance each time it is performed to determine acceptability.

This type of surveillance consists of the evaluation of samples selected on other than a 100 percent or statistically random basis. The results of periodic surveillance inspections may be used as the basis for actions against the contractor. In such cases, the Inspection of Services clause becomes the basis for the CO's actions. This will be done more frequently at the beginning of the contract, and is expected to decrease as standards are consistently met, but may increase if performance falls below standard.

#### **4.1.4. Customer Inputs**

The COR may use customer input to document discrepancies in contractor performance. The CO may use validated customer complaints as the basis for actions against the contractor. In such cases, the appropriate contract clause addressing inspection of contractor performance becomes the basis for the CO's actions. Under the philosophy of performance-based service contracting, we expect the customer to file complaints directly with the contractor with an automatic copy going to the COR. This allows COR oversight of the contractor's progress in answering complaints, resolving problems and updating the Quality Control (QC) program, while the contractor is responsible to the customer. When used, customer complaints must follow a formalized procedure.

a. The COR is the primary point of contact for and must receive copies of all customer complaints. AF Form 714, Customer Complaint Record, or a locally devised form may be used, but all complaints and any resulting resolution must be documented with the information required on AF Form 714. Customer complaint forms become a permanent part of the COR surveillance records.

b. The COR will check customer complaints to ensure resolution of the deficiency and revision of the QC program to prevent recurrence.

**4.1.5. Management Review:** Methods of surveillance can change after contract award based on acceptance of a contractor's proposed QC program or agreement that establishes the metrics to be used. When metrics are used as a method of surveillance through the partnering process, they may be developed after contract award, but prior to the performance start date.

**4.1.6. Non-SDS Items:** For required tasks not shown on the SDS, including all other tasks in the PWS and any referenced documents, the Government still retains the right to inspect any item included in the contract in accordance with (NOTE: SELECT ONE OF THE FOLLOWING CLAUSES WHEN DEVELOPING THE QASP DOCUMENT), Federal Acquisition Regulation (FAR) Part 46 Inspection of Services clause or FAR Part 12 Contract Terms and Conditions -- Commercial Items clause. Inspection of these services will be performed in the same general manner as periodic surveillance items mentioned above. The results of these inspections are documented and, if necessary, are provided to the CO for action. Should a discrepancy be observed, the CO will handle each documented discrepancy on a case-by-case basis.

## **5. EVALUATION METHODOLOGY**

This QASP comprehensively guides the surveillance team's activities and has been developed in a format to ensure ease of understanding and implementation. For each performance objective (service required) in the SDS, the specific method(s) of surveillance, performance thresholds (standards), sampling procedures, inspection procedures, and detailed objective task descriptors are shown in the QASP Summary in Attachment 1. The methodology described in the chart shall be used as the basis for performing surveillance of the respective performance objectives.

### **5.1. Established Procedures.**

Each contractor assessment shall follow an established procedure for surveillance, recording, reporting, and follow-up, outlined as follows:

The frequency of surveillance will be in accordance with the COR Schedule.

Surveillance will be performed in accordance with Attachment 1 and results/comments recorded.

Performance/non-performance for a particular task will be entered chronologically by the COR on a historical log of surveyed performance. If no deficiency exists in contractor performance for this element, no further action is required.

If contractor performance is deficient, the course of action is dependent on the severity/impact/frequency of the non-performance. Re-performance is the first action to resolve deficiencies. (NOTE: WHEN DEVELOPING THE QASP, INSERT THE APPROPRIATE PROCEDURES TO BE UTILIZED TO DOCUMENT CONTRACTOR NON-CONFORMANCE. USE OF THE AF FORM 802 IS ONE PROCEDURE TO CONSIDER). When the COR determines a deficiency is not Government caused, an AF Form 802, Contract Discrepancy Report, or a locally devised form, is initiated. The COR completes blocks 1 through 6 of the form and sends it to the CO. The CO must evaluate the Contract Discrepancy Report and, if appropriate, sign

and send it to the contractor. The contractor must complete blocks 9 and 10 according to the requirements of the contract and return it to the CO within 5 calendar days of receipt. Upon receipt of the contractor's response, the CO, in consultation with the COR, must evaluate the contractor's response and take the appropriate action. The CO must document the evaluation (in block 11) and action taken (in block 12) on the Contract Discrepancy Report. The COR shall submit a Discrepancy Status Report (see attachment 2) and attach a copy of all Contract Discrepancy Reports for the reporting period.

When corrective action is reported by the contractor, the COR will follow up with additional surveillance to verify implementation.

**5.2. Conversation record:** Conversation Record, (DOD) Optional Form 271, may be used throughout this process to effectively document program issues and concerns addressed with the contractor and Government points of contact. This provides a method to keep QA personnel informed of the status of issues and concerns.

## **6. DOCUMENTATION**

All surveillance activities must be documented to provide the required audit trail to justify Government acceptance and payment. The documented audit trail of the surveillance (DAS) activities is required by FAR 46.104(c), Contract Administration Office Responsibilities, which states, "Maintain, as part of the performance records of the contract, suitable records reflecting, (1) the nature of Government contract quality assurance actions including, when appropriate, the number of observations made and the number and type of defects; and (2) decisions regarding the acceptability of the products, the processes, and the requirements, as well as action to correct defects."

All documentation resulting from surveillance is made a permanent part of the contract file. The COR must keep the documentation files during the term of the contract and either monthly or at the conclusion of the contract (as directed by the CO) transfer the files to the CO for inclusion in the official contract file. It is the responsibility of the COR to establish and maintain this information in a DAS Folder. The surveillance folder(s) should include as a minimum:

- a. Contract, including modifications
- b. Task Orders, including modifications
- c. Quality Assurance Surveillance Plan
- d. COR Letter of Designation
- e. Invoices
- f. Surveillance Records
- g. Written report of all inspections and timelines of deliverables
- h. Written report of any deficiency
- i. Any other written documentation relation to contract performance
- j. General Correspondence

**QASP SUMMARY**

The following items will be used for evaluation of performance for the duration of this contract.

<b>Performance Objective</b>	<b>PWS Para</b>	<b>Performance Threshold</b>	<b>Surveillance Method</b>
JMOC/CAT Training Requirements	1.3.1.1 1.3.2.1	A 98% compliance rate is acceptable for contractor to meet training requirements	Inspection/Review to verify compliance IAW PWS.
Training Plan Development/Maintenance	1.3.3.1	95% of quarterly training plan development/ Maintenance acceptable	Inspection/Review to verify compliance IAW PWS
On-Track for Training Database Updates and Reports	1.3.4.1 1.3.6.1	98% of the time integrating changes without errors	Inspection/Review to verify compliance IAW PWS
Metrics	1.3.5.1	98% of the time accurate metric figures without errors	Inspection/Review to verify compliance IAW PWS

**DISCREPANCY STATUS REPORT**

MEMORANDUM FOR USTRANSCOM/TCAQ

ATTN: \_\_\_\_\_, CONTRACTING OFFICER

FROM: TCJ1

SUBJECT: USTRANSCOM/TCJ1 Training Management Support Performance Analysis  
Discrepancy Status Report - (Month)

1. **Period Covered:** *(First to last day of the reporting period, i.e. 1-31 October XXXX)*
2. **Area Covered:** *(Performance Objective, PWS paragraph, Task Descriptor, i.e. Support Desk, 1.2.1.1. .)*
3. **Overview of Performance:**
  - a. Summary - *(Summary of what was done by the COR to assure contract compliance, i.e. audits, data review, and surveillance)*
  - b. Contract Discrepancy Reports (CDRs) - *List all CDRs documented during the reporting period. Provide status of all open CDRs. Attach copies of CDRs to the monthly report.)*
  - c. Corrective Action Follow Up - *(Report any follow-up actions performed during the reporting period.)*
4. **Performance Analysis:** *(State your analysis of the contractor's performance.) Include positive and negative areas.*
5. **Areas of Concern:** *(Identify in narrative form ANY problem(s) or potential problem areas which may impact contract performance to SOW requirements or any aspect of the program.)*
6. **COR O&M Status:** *(Indicate current COR listing and their O&M status - Phases I and II; and any information regarding COR changes planned - new personnel requiring training, etc.)*

JOHN Q. PUBLIC  
Contracting Officer's Representative (COR)X Attachments:  
Contract Discrepancy Reports

**ATTACHMENT 7****GUIDANCE FOR PREPARATION OF  
JUSTIFICATION AND APPROVAL (J&A)***USTRANSCOM JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION*

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

**1. CONTRACTING ACTIVITY.**

Fully identify the contracting organization (USTRANSCOM TCAQ, 375 CONS, etc.) responsible for the proposed contracting action. Specifically identify as a “Justification for Other Than Full and Open Competition.” Identify purchase request number, if applicable.

**2. NATURE AND/OR DESCRIPTION OF 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 [FAR 6.302-2](#) is cited (unusual or compelling urgency), state date of UCA, contract, modification issuance, and amount.

**3. 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 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.

**4. STATUTORY AUTHORITY PERMITTING OTHER THAN FULL AND OPEN COMPETITION.**

(Merely cite the authority under one of the “seven exceptions” listed under [FAR 6.302](#). An example would be “10 USC 2304(c)(1), Only One Responsible Source”.)

**5. DEMONSTRATION THAT THE PROPOSED CONTRACTOR’S UNIQUE QUALIFICATIONS OR THE NATURE OF THE ACQUISITION REQUIRES USE OF THE AUTHORITY CITED.**

This paragraph is the most important part of the J&A and should spell out why you have to restrict competition on this acquisition. 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 [FAR 6.302](#) 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. If using [FAR 6.302-1](#), only one responsible source as your authority, explain in detail the specific requirements of the requiring activity (not what the equipment or process is capable of doing), why only one contractor is capable of fulfilling those requirements, and where other proposed contractors fail to meet those requirements. If using [FAR 6.302-2](#), unusual and compelling urgency as your authority, explain in detail why the urgency was not the result of poor planning.

#### **6. DESCRIPTION OF EFFORTS MADE TO ENSURE THAT OFFERS ARE SOLICITED FROM AS MANY POTENTIAL SOURCES AS IS PRACTICAL.**

Describe all efforts taken (or 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 5.2](#)). If the proposed action was not or will not be synopsized, cite the specific authority for not doing so ([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.

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

Include a statement by the CO 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\(a\)\(7\)](#)).

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

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 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's 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 [FAR 6.302-1](#), 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 market place under previous acquisitions for the same or similar items. When using the authority of FAR Subpart [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 6, Efforts to Obtain Competition, do not repeat the same information here; merely refer to the previous discussion.

**9. 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, performance work statements, 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. Describe actions taken or planned to remedy this situation, including a discussion of claims of proprietary data by the contractor, if applicable, 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\(a\)\(9\)\(iii\)](#).

**10. A LISTING OF SOURCES, IF ANY, THAT EXPRESSED, IN WRITING, AN INTEREST IN THE ACQUISITION:**

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.

**11. A STATEMENT OF ACTIONS, IF ANY, THE AGENCY MAY TAKE TO REMOVE OR OVERCOME ANY BARRIERS TO COMPETITION BEFORE MAKING ANY SUBSEQUENT ACQUISITION FOR THE SUPPLIES OR SERVICES REQUIRED:**

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.

**12. CONTRACTING OFFICER'S CERTIFICATION.**

I certify that the data supporting the recommended use of Other than Full and Open Competition is accurate and complete to the best of my knowledge and belief.

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

\_\_\_\_\_  
Date

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

I certify that the data supporting the recommended use of Other than Full and Open Competition is accurate and complete to the best of my knowledge and belief.

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

\_\_\_\_\_  
Date

REVIEW AND APPROVAL:

_____ TCAQ BRANCH CHIEF	_____ DATE
_____ TCAQ DIVISION CHIEF	_____ DATE
_____ USTRANSCOM COMPETITION ADVOCATE	_____ DATE
_____ OFFICE OF THE STAFF JUDGE ADVOCATE	_____ DATE
_____ USTRANSCOM CHIEF, BUSINESS SUPPORT/POLICY DIVISION	_____ DATE
_____ DIRECTOR, ACQUISITION	_____ DATE

**Note: Prepare the signature page based upon the appropriate level of approval per the following:**

**Under \$650K – Approval is the Contracting Officer**

**Between \$650K and \$12.5M – Approval is USTRANSCOM Competition Advocate**

**Between \$12.5M and \$85.5M – Approval is the Head of the Contracting Activity (HCA)**

**Over \$85.5M Approval is the Senior Procurement Executive**

## ATTACHMENT 8

### GUIDANCE FOR PREPARATION OF A LIMITED SOURCE J&A

#### 1. CONTRACTING ACTIVITY.

Identify the agency and the contracting activity, and specific identification of the document as a "Limited Source Justification".

#### 2. NATURE AND/OR DESCRIPTION OF ACTION BEING APPROVED.

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 FAR 8.405-6(b)(3) is cited (unusual or compelling urgency), state date of UCA/contract/modification issuance and amount.

#### 3. DESCRIPTION OF SUPPLIES OR SERVICES REQUIRED TO MEET THE AGENCY'S NEEDS.

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.

#### 4. IDENTIFICATION OF THE JUSTIFICATION RATIONALE (SEE 8.405-6(a) AND (b)) AND, IF APPLICABLE, A DEMONSTRATION OF THE PROPOSED CONTRACTOR'S UNIQUE QUALIFICATIONS TO PROVIDE THE REQUIRED SUPPLY OR SERVICE.

Cite the authority under FAR 8.405(b) and spell out why you have to restrict competition on this acquisition. 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 FAR 8.405(b) 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. If using FAR 8.405(b)(1), Only one Responsible Source, as your authority, explain in detail the specific requirements of the requiring activity (not what the equipment or process is capable of doing), why only one contractor is capable of fulfilling those requirements, and where other proposed contractors fail to meet those requirements. If using FAR 8.405(b)(3), Urgent and Compelling Urgency, as your authority, explain in detail why the urgency was not the result of poor planning.

**5. DETERMINATION BY THE CONTRACTING OFFICER THAT THE ORDER REPRESENTS THE BEST VALUE CONSISTENT WITH FAR 8.404(d).**

Include a statement by the contracting officer that the order represents the best value consistent with FAR 8.404(d). Provide rationale for that statement.

**6. DESCRIPTION OF THE MARKET RESEARCH CONDUCTED AMONG SCHEDULEHOLDERS AND THE RESULTS OR A STATEMENT OF THE REASON MARKET RESEARCH WAS NOT CONDUCTED.**

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 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. 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 FAR 8.405(b)(1), 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 market place under previous acquisitions for the same or similar items. If the market research effort was described in paragraph 5 above, do not repeat the same information here; merely refer to the previous discussion.

**7. ANY OTHER FACTS SUPPORTING THE JUSTIFICATION.**

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, performance work statements, 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. Describe actions taken or planned to remedy this situation, including a discussion of claims of proprietary data by the contractor, if applicable.

**8. A STATEMENT OF THE ACTIONS, IF ANY, THE AGENCY MAY TAKE TO REMOVE OR OVERCOME ANY BARRIERS TO COMPETITION BEFORE MAKING ANY SUBSEQUENT ACQUISITION FOR THE SUPPLIES OR SERVICES REQUIRED.**

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. 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.

**9. CONTRACTING OFFICER'S CERTIFICATION.**

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

\_\_\_\_\_  
TYPED NAME  
Contracting Officer

\_\_\_\_\_  
DATE

**10. TECHNICAL AND REQUIREMENTS PERSONNEL CERTIFICATION.**

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

\_\_\_\_\_  
TYPED NAME  
Title

\_\_\_\_\_  
DATE

REVIEW AND APPROVAL:

\_\_\_\_\_  
TCAQ BRANCH CHIEF

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TCAQ DIVISION CHIEF

\_\_\_\_\_  
DATE

\_\_\_\_\_  
USTRANSCOM COMPETITION ADVOCATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
USTRANSCOM OFFICE OF THE STAFF JUDGE ADVOCATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
USTRANSCOM CHIEF, BUSINESS SUPPORT/POLICY  
DIVISION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DIRECTOR, ACQUISITION

\_\_\_\_\_  
DATE

**Note: Prepare the signature page based upon the appropriate level of approval per the following:**

**Under \$650K – Approval is the Contracting Officer**

**Between \$650K and \$12.5M – Approval is USTRANSCOM Competition Advocate**

**Between \$12.5M and \$85.5M – Approval is the Head of the Contracting Activity (HCA)**

**Over \$85.5M Approval is the Senior Procurement Executive**

**ATTACHMENT 9****SAMPLE FORMAT FOR DEMONSTRATION AGREEMENT**

- 1.** Submitter acknowledges that the Government's acceptance of a demonstration, or its evaluation of a product or service, does not constitute a promise to pay, a recognition of novelty, originality, uniqueness, or a contractual relationship which would make the Government liable to pay for any use of any information, service, or products.
- 2.** The Government will not take the responsibility or assume liability to submitter or other for:
  - 2.1.** Damage to, destruction of, or loss of submissions resulting from said demonstration or otherwise.
  - 2.2.** Damage or injuries due to negligence or otherwise which are incurred or suffered by submitter, submitter's employees, or invitee during any demonstration of such article or disclosure which is under the control of the submitter, submitter's agents, or employees.
- 3.** The manufacture, transportation, and maintenance of articles submitted to the Government for demonstration will be done at no cost to the Government.
- 4.** The demonstration or evaluation of such articles will in no way obligate the Government to buy the product.
- 5.** The acceptance of articles for demonstration or evaluation is not to be construed in a way as an acceptance or offer to accept such articles for Government use or as any promise implied that any contract to buy is to follow from the demonstration.
- 6.** The terms of this Agreement are:
  - 6.1.** Company name and address:
  - 6.2.** Name and phone number of representative presenting demonstration:
  - 6.3.** Description of articles to be demonstrated:
  - 6.4.** Date of demonstration:
  - 6.5.** Place of demonstration:
    - 6.5.1.** Name of organization:
    - 6.5.2.** Location (building and room number):
    - 6.5.3.** Point of contact/extension requesting demonstration:

7. It is also expressly understood and agreed upon that the named company will reimburse the Government for any damage to Government property which may result from the use of Government facilities.
8. It is further understood that only a warranted Government contracting officer can obligate Government funds for the purchase of any equipment demonstrated or otherwise.
9. This Agreement shall be fully executed and returned to the appropriate contracting activity at the address listed below:

(NOTE: INSERT THE APPROPRIATE CONTRACTING OFFICE/ADDRESS HERE)

COMPANY CERTIFICATE

I, \_\_\_\_\_, certify that I have read this Agreement and know and will follow the terms and conditions. I further certify that I am a representative of the aforementioned company, that I am authorized to sign this Agreement on behalf of the company, and that said company is sole owner of article described above.

\_\_\_\_\_  
(Signature/Title of Submitter  
Representative)

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

**ATTACHMENT 10**

**SAMPLE BAILMENT AGREEMENT**

UNITED STATES TRANSPORTATION COMMAND

BAILMENT AGREEMENT

BAILOR - XXX Corporation

BAILEE - United States Transportation Command (TCJX)

DELIVERY DATE – No more than 60 days after execution of agreement

DURATION OF BAILMENT – 60 days

REPLACEMENT VALUE OF BAILED PROPERTY - \$ XX,XXX.XX

BAILMENT AGREEMENT

This agreement (Number HTC711-06-H-0001) is entered into as of, by, and between the United States of America, hereinafter referred to as the Government or “Bailee,” represented by the Contracting Officer executing this agreement, and XXX Corporation, hereinafter referred to as the “Bailor.”

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of XX Mar 20XX:

UNITED STATES OF AMERICA  
(Bailee)

XYZ Corporation  
(Bailor)

USTRANSCOM/TCAQ  
508 Scott Drive  
Scott AFB IL 62225-5357

12012 Sunset Hills Road  
Suite 500  
Reston VA 20190

BY: \_\_\_\_\_  
CONTRACTING OFFICER

\_\_\_\_\_  
(Person Authorized to Sign Bailment Agreement)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

## WITNESSETH

WHEREAS the Government desires to perform interoperability tests upon the property bailed hereunder which consists of the property described in the attached Schedule; and

WHEREAS the Bailor wishes to bail such property to the Government in accordance with the terms and conditions hereafter set forth; and

WHEREAS the bailment of such property is for the mutual benefit of the parties hereto;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained and for other good and valuable consideration, the parties hereto agree as follows:

(1) Bailed Property: The property bailed hereunder is listed in the attached Schedule.

(2) Purpose of Bailment: The property bailed hereunder is furnished to the Government for the purpose of performing interoperability tests upon the bailed property at the locations set forth in the attached Schedule.

(3) Delivery and Return of Bailed Property:

(a) The bailed property shall be delivered to the locations set forth in the attached Schedule, transportation costs paid by the Bailor. Bailor will set up the bailed property at the service test location in the attached schedule.

(b) Bailor will pick up the bailed property at the locations set forth in the attached Schedule at the Bailor's expense. If the bailed property is not picked up within 30 days after the interoperability tests are completed and the Bailor is notified, the bailed property shall be packaged for return shipment to the Bailor in accordance with military traffic management practices and at the Bailor's expense.

(4) Cost: The bailment provided hereunder shall be at no cost to the Bailee or Government, and shall not be used as basis for any claim against the Government, except as may be expressly provided herein.

(5) Title: Bailor warrants that it is the owner of the bailed property. Title to such property shall at all times remain with the Bailor during the bailment.

(6) Period of Bailment: The bailment provided for hereunder shall commence upon the date of delivery of the bailed property to the Government and shall continue for the period set forth in the Schedule. Such period may be extended by written agreement of the parties. Notwithstanding the foregoing, such bailment period may be terminated or reduced at the option of either party at any time upon fifteen (15) days written notice to the other party, and such period may be further extended by mutual agreement between the parties hereto.

(7) **Liability for Bailed Property:** The liability of the Bailee for damage, loss, or destruction of the bailed property, not to exceed the replacement cost, shall be that of the Bailee under normal care and diligence in safeguarding the property.

(8) **Responsibility for Personal Injuries and Property Damage:** The Bailee shall not be responsible for personal injuries or property damages incurred by the Bailor, its employees, or their invitees incident to the bailment, installation, or use of the bailed property if the said injury or damage is caused by a defective or unsafe condition inherent in the equipment. The Bailor agrees to indemnify the Bailee with respect to claims for any such damage or injuries.

(9) **Maintenance:** Such property will be utilized and maintained with reasonable care.

(10) **Subsequent Purchase:** This bailment and the incidental service tests in no manner obligate the Government to purchase the bailed property or items similar thereto, regardless of the success or failure of such tests.

(11) **Disclosures:** The Bailee agrees to use not less than a reasonable standard of care to safeguard against disclosures of any information or data embodied in or related to the bailed property and the results of the tests of the bailed property.

(12) **Reports:** In consideration for this bailment the Bailee shall, upon request, furnish a report to the Bailor of the results of the service test performed upon the bailed property. The form and extent of such report shall be as determined by the Contracting Officer. The report, however, will avoid comparison of the bailed item with other commercial competing products. The Bailor agrees that it will not use the information contained in the report provided hereunder for advertising or sales purposes nor will it use for advertising or sales purposes the fact that the Bailee has selected its property for test purposes. Further, nothing in the report shall be construed as an endorsement by the Bailee of the equipment so tested.

(13) **Officials Not to Benefit:** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise there from; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

(14) **Covenant Against Contingent Fees:** The Bailor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Bailor for the purpose of securing business. For breach or violation of this warranty, the Bailee shall have the right to annul this agreement without liability or in its discretion to require the Bailor to pay to the Government the full amount of such commission, percentage, brokerage, or contingent fee.

(15) **Disputes:** Except as otherwise provided in the agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce this decision to writing and mail or otherwise furnish a copy thereof to the Bailor. Within thirty (30) days from the date of receipt of

such copy, the Bailor may appeal by mailing or otherwise furnishing a written appeal to the Director, TCAQ. The decision of the Director, TCAQ for the hearing of such appeals shall, unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence, be final and conclusive. In connection with any appeal proceeding under this clause, the Bailor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute thereunder, the terms of this bailment agreement will remain in full force and effect in accordance with the Contracting Officer's decision.

(16) Definition: As used throughout this agreement, the following terms shall have the meanings set forth below:

(a) The term "Contracting Officer" means the person executing this agreement on behalf of the Government, and any other officer or civilian employee who is properly designated Contracting Officer; and the term includes, except as otherwise provided in the contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(17) Manufacturer's Representative:

(a) No Manufacturer's Representative required.

(b) If necessary, the Bailor will furnish at no cost to the Government a representative to assist with installation, evaluation, operation, and training of personnel in operation of equipment.

(18) In no event will XXX Corporation, or the Government be liable to each other or anyone else for special, collateral, punitive, exemplary, indirect, incidental, or consequential damages (including without limitation, loss of goodwill, loss of profits or revenues, loss of savings, loss of use, interruptions of business, and claims of customers) whether such damages occur prior or subsequent to, or are alleged as a result of, tortious conduct or breach of any of the provisions of this contract, even if XXX Corporation or the Government has been advised of the possibility of such damages. XXX Corporation's liability for damage to property shall be limited to physical damage directly caused by the sole negligence of XXX Corporation.

(19) Bailor grants Bailee a non-exclusive, non-transferable, revocable license to use the software (including script customized by Bailor for Bailee) for the duration of Bailment solely on the equipment with which it is delivered or for which it is provided. Bailee acknowledges that Bailor retains title to the software and that software is confidential to Bailor and protected by copyright. Bailee agrees not to disclose the software to any third party. Bailee shall protect the confidentiality of software with the degree of care that it uses to protect the confidentiality of its own proprietary information of like nature, but with not less than a reasonable degree of care. Bailee agrees not to copy the software. Bailee further agrees that it shall not modify, decompile, disassemble, translate, or reverse engineer the software in whole or in part or navigate the underlying data schema. The obligations of Bailee under this agreement to maintain the software in confidence shall survive the termination or expiration of this Bailment Agreement for any reason.

(20) Disclaimer. PRODUCTS DELIVERED TO BAILEE UNDER THIS AGREEMENT ARE PROVIDED "AS IS." BAILOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(21) Contractual Contents: This agreement consists of Clauses (1) through (21) and the schedule.

#### SCHEDULE

1. The following property is bailed hereunder:

<u>ITEMS</u>		<u>QUANTITY</u>		
CRN-RC-10	ReportNet Recipient License (10 User Pack)	\$2,191.00	5.5	\$12,050.50
CRN-CO-10	ReportNet Consumer License (10 User Pack)	\$5,691.00	3	\$17,073.00
CRN-BA-01	ReportNet Business Author – per user	\$1,008.00	10	\$10,080.00
CRN-PA-01	ReportNet Professional Author – per user	\$1,750.00	5	\$8,750.00
CRN-AD-01	ReportNet Administrator – per user	\$6,125.00	1	\$6,125.00

-----Last Item-----

2. The service test location is: USTRANSCOM Test Bed, located at Building 1900, 508 Scott Dr, Scott AFB IL.

3. The bailed property shall be shipped or delivered by the Bailor to:

USTRANSCOM  
ATTN: TCJX  
508 Scott Drive  
Scott AFB IL 62225-5357

Point of Contact: Mr XXXX XXXXX or Ms XXXX XXXXXX

Telephone: (XXX)XXX-XXXX or (XXX)XXX-XXXX