

OSD Level Peer Reviews  
Best Practices, Lessons Learned, and Recommendations (as of December 20, 2013)

| Category                | Type of Contract  | Feedback   | Review Phase | Type of Feedback |
|-------------------------|---|--|--------------|------------------|
| Incentive and Award Fee | Logistical Services (Competitive)   | Solicitation contained provision for an award-term. Peer Review Team (PRT) recommended adding language to indicate that an award of "Excellent" does not guarantee exercise of an award term option by the Government.   | Phase 1      | Recommendation   |
| Incentive and Award Fee | Competitive Services Contract   | The planned contract structure provides for a Cost-Plus-Incentive-Fee (CPIF) arrangement with incentives only relating to cost. The Peer Review Team (PRT) recommends incentivizing schedule and/or technical performance as well as cost. The negotiated incentive arrangement could take into account the contractor's projected cash flow.  | Phase 2      | Recommendation   |
| Incentive and Award Fee | Non-Competitive Services Contract   | Compared to other types of contractors, Federally Funded Research & Development Centers (FFRDCs) have unique fee arrangements, which are discussed in DFARS 215.404.75, Fee Requirements, typically referred to as "fee-for-need." DFARS states that FFRDCs may be provided no fee and that the decision to pay fee rest solely with the contracting offer.  | Phase 1      | Recommendation   |
| Incentive and Award Fee | Competitive Multiple Award (Combination of firm-fixed price and cost type line items) | Award Fee Plan (AFP) does not reflect the best business arrangement for the government in the following areas: a) Roll-Over of award fee amounts; b) Provisional fees. Therefore, the acquisition team was encouraged to consider developing cost and performance incentives in lieu of award fees in accordance with DoD policy.  | Phase 1      | Recommendation   |
| Incentive and Award Fee | Competitive Multiple Award Services Contract  | As drafted, offerors will propose a fee pool percentage and the evaluation team/Procuring Contracting Officer (PCO) must determine whether or not the offer is 'balanced.' The Peer Review Team (PRT) suggested defining the fee pool percentage and not allowing the offerors to propose a percentage. This ensures there is an adequate pool and simplifies the evaluation of proposals by eliminating the need to evaluate 'balance.'   | Phase 1      | Recommendation   |
| Incentive and Award Fee | Non-Competitive Weapon System   | The Peer Review Team (PRT) recommended the contracting officer ensure that cost is not considered in both incentive fee and award fee, that maximum use of objective criteria be used to develop award fee criteria whenever possible, and that performance incentives are duplicated in the award fee criteria. Although the draft award fee plan incorporates some objective measure, there is still much vagueness in the wording and more measures of processes than outcomes.   | Phase 2      | Recommendation   |
| Incentive and Award Fee | Non-Competitive Weapon System   | The amount or percent allocated for each performance incentive event should be gradual in nature, so the fees are not front-loaded and ample fee is left through contract completion. In addition, clear definition of success for all events must be communicated to the contractor. For example, the definition for exit and entrance criteria and what comprises an IPR (In Process Review) was not noted in the attachment referred to in the solicitation. Likewise, we recommend the Contracting Officer consider whether performing an IBR with 180 days, which is required by DFARS clause 252.234-7002(e), should be part of any performance incentive. If it is, the resulting fee percent allocated to it, should be minimal and the criteria for successful completion clearly spelled out in the resulting contract (as currently, the information relating to the IBR is scant). | Phase 2      | Recommendation   |

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| Incentive and Award Fee | Competitive Design/Build Fixed Price Incentive Fee | The Peer Review Team (PRT) reviewed the Special Incentive for the Technical Data Package (TDP) and made the following suggestions:<br><br>1) Specifying exactly when delivery of the TDP would be required<br>2) The number of reviews<br>3) The amount of the fee the contractor would receive if they fell behind in meeting the TDP delivery plan  | Phase 1      | Recommendation   |
| Incentive and Award Fee | Non-Competitive Weapon System Development          | In addition to products, the acquisition also includes system support. The procuring activity had planned to acquire these services as a Level of Effort (LOE) via a Cost Plus Incentive Fee (CPIF) arrangement. Ideally, the contracting officer (CO) would utilize Cost Plus Fixed Fee (CPFF) LOE with a performance incentive, but the acquisition team expressed concern that the FAR does not provide for CPFF with a performance incentive. In this unique circumstance, DPAP expressed a willingness to consider a deviation to allow CPFF with a performance incentive for this contract.                   | Phase 1      | Recommendation   |
| Incentive and Award Fee | Competitive Multiple Award Services Contract       | The Peer Review Team (PRT) believes the negative incentive structure will provide a strong incentive to the contractor to maintain service levels at or above target criteria. Specifically, incentives were structured such that failure to achieve minimum performance levels would result in tiers of withheld payment. Additionally and as an alternative to termination for default, the contracting officer (CO) reserved the right to reduce the price of the Contract Line Item Numbers (CLINS). If the contractor remedies performance within the next month, the amount previously withheld will be paid. | Phase 1      | Recommendation   |
| Incentive and Award Fee | Competitive Weapon System Development              | Acquisition team was encouraged to consider developing cost and performance incentives - in lieu of award fee - in accordance with DoD policy.  | Phase 1      | Recommendation   |
| Incentive and Award Fee | Competitive Services Contract                      | An Award Fee plan needs to conform with the FAR Rule 16.401(e). Specifically, the peer review team pointed out that an award-fee contract is appropriate only when the work to be performed is such that it is neither feasible nor effective to devise predetermined objective incentive targets applicable to cost, schedule, and technical performance (along with two other criteria). After discussion with the peer review team, the contracting officer agreed to eliminate the award fee provision from the solicitation.   | Phase 1      | Recommendation   |
| Incentive and Award Fee | Design/Build Construction Contract                 | The Peer Review Team (PRT) recommended the contracting officer (CO) review the DoD/NASA Incentive Contracting Guide (dated Oct 1969). This guide describes a methodology for developing an incentive structure that operates over an appropriate range of incentive effectiveness.  | Phase 1      | Recommendation   |
| Incentive and Award Fee | Non-Competitive Weapon System Development          | The Peer Review Team (PRT) inquired about the procuring command's plan to negotiate a Fixed Priced Incentive Firm (FPIF) arrangement with a 50/50 share ratio and a ceiling price at 120% for the product. Historically, the product has been negotiated under a Cost Plus Incentive Fee (CPIF) arrangement and the contractor has delivered at or around target cost. The PRT expressed concern that by imposing an Fixed Priced Incentive Firm (FPIF) contract, the acquiring activity might end up paying more. Further, it remains unclear how a ceiling price of 120% can be justified.                        | Phase 1      | Recommendation   |
| Incentive and Award Fee | Competitive Services Contract                      | Consider incorporating an incentive to maximize AbilityOne and Wounded Warrior programs. For information, contact OUSD AT&L/DPAP/CPIC.  | Phase 1      | Recommendation   |

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| Incentive and Award Fee | Non-competitive Weapon System Contract | Recommend the performance incentive fee (PIF) be restructured so that the actual fee earned is dependent on final technical and schedule performance per the statement of work (SOW) in the contract. While the contract may provide for cash flow of the PIF based on meeting milestones, like the incentive fee on cost, the final earned performance incentive fee (EPIF) should depend on successful completion of the effort in accordance with the terms of the contract.  | Phase 1      | Recommendation   |
| Incentive and Award Fee | Weapon System Development              | The Peer Review Team (PRT) encouraged greater use of incentives. The program manager (PM) should consider the key goals that were articulated for the program and how they might be incentivized to ensure schedule and technical requirements are stressed.   | Phase 1      | Recommendation   |
| Incentive and Award Fee | Competitive Weapon System Development  | When examining the Performance Incentive Plan (PIP), the team noted its complexity and extremely tight earned value parameters that would have to be met to earn the fee. It was recommended that the Procuring Contract Officer (PCO) further refine the incentive structure to clearly create a meaningful and practical incentive for cost control.   | Phase 1      | Recommendation   |
| Incentive and Award Fee | Competitive procurement of services    | The acquisition strategy envisioned a stair-stepped cost incentive that would enable the contractor to earn additional fee if the contractor were to realize specific cost savings. The Request for Proposal (RFP) provides that the contractor might earn an additional 1% of the estimated cost if it were to achieve a 4% reduction in cost; however this would not occur until the 4th year of the contract. The Peer Review Team (PRT) recommended a revision to initiate this mechanism such that the contractor's performance, with respect to cost, will be assessed after the 2nd contract year. In other words, if the contractor is able to perform the same scope of effort in the 2nd year at 98% of the estimated cost, then it would earn an additional 1 percentage point of fee. Waiting until the 4th year forestalls the incentive for the contractor to institute efficiencies and therefore the PRT recommends providing an incentive in the near term. | Phase 1      | Recommendation   |
| Incentive and Award Fee | Competitive procurement of services    | The acquisition strategy utilized a thoughtful balance between an incentive fee and cost sharing if the contractor achieves an actual cost below the target cost. Additionally, the incentive structure has been carefully tailored to ensure that the contractor cannot achieve any meaningful incentive target fee cost sharing below the target cost unless the contractor achieves a specified percent of mission performance. The Peer Review Team (PRT) believes using a minimum performance requirement before any cost share can be earned is a best practice.   | Phase 1      | Best Practice    |
| Incentive and Award Fee | Competitive procurement of services    | The Peer Review Team (PRT) recommended the incentive structure be carefully reviewed to ensure the performance incentivized matched the desired outcomes as articulated in the performance work statement (PWS). It was suggested that language be added to the appropriate part of the Request for Proposal (RFP) clearly stating the desired outcome and then refer to the PWS. This would serve to tie the incentive structure to the PWS rather than the incentive structure defining the performance.   | Phase 1      | Recommendation   |
| Incentive and Award Fee | Competitive procurement of services    | The acquiring activity has used the acquisition process as an opportunity to develop data gathering mechanisms and strengthen record maintenance. This will facilitate the future transition from Cost Plus Incentive Fee (CPIF) to Fixed Priced Incentive Firm (FPIF) by creating a robust and useful transaction history.  | Phase 1      | Lesson Learned   |

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| Incentive and Award Fee | Competitive Services Contract                     | The acquisition team developed effective and innovative performance incentives. A special provision was developed providing incentive for good performance as well as a disincentive for failure to perform, measured against very specific performance criteria. A second special provision was developed providing option terms for the contract, also tied to performance. A third special provision was developed providing an incentive associated with material costs tied to the contractor's ability to reduce the historical rate of part replacement. | Phase 1      | Best Practice    |
| Market Research         | Competitive Multiple Award Services Contract      | The acquiring activity assembled very thorough historical data for the RFP, which will be provided to offerors as part of the proposal process. This should greatly contribute to the opportunity that vendors will have a more realistic change of bidding and performing this proposed effort.  | Phase 1      | Best Practice    |
| Market Research         | Competitive Multiple Award IDIQ Services Contract | The Agency did an exceptional job in its outreach efforts to industry. The team provided forums/avenues for industry to submit questions and provide comments and feedback by conducting an Industry Day and issuing a draft RFP.   | Phase 1      | Best Practice    |
| Market Research         | Competitive Services Contract                     | The agency created a new industry specialist position to research standard commercial practices. By establishing critical relationships with the commercial industry, the industry specialist was able to obtain best commercial practices, which proved to be critical for the development of the terms and conditions of this solicitation.   | Phase 1      | Best Practice    |
| Market Research         | Competitive Services Contract                     | The agency posted a procurement forecast on it's website, resulting in increased small business awareness in upcoming requirements, including the current solicitation.   | Phase 1      | Best Practice    |
| Peer Review             | Competitive Procurement of Supplies               | The acquisition team used a conformed copy of the RFP, color coded, with both the removed and new text clearly identified.  | Phase 2      | Best Practice    |
| Post Award Admin        | Competitive, multiple-award IDIQ                  | Contracting Officer (CO) prepared a worksheet/checklist that included every requirement to be evaluated with a cross-reference to the performance work statement (PWS) paragraph, the sample task element to be evaluated, and the corresponding Section M evaluation criteria. This worksheet enabled the source selection team (SST) evaluators to identify, determine, and document whether the offerors satisfactorily met the requirements.  | Post Award 1 | Best Practice    |
| Post Award Admin        | Non-Competitive Multiple Award Services Contract  | Heavy use of time and materials (T&M) task orders is a concern and is more than double the use anticipated in the acquisition strategy. Immediate action is needed to move away from T&M task orders. Cost type Contract Line Item Numbers (CLINs) should be added and used in preference to T&M CLINs when work is not appropriate for firm fixed price (FFP).   | Post Award 1 | Recommendation   |
| Post Award Admin        | Non-Competitive Multiple Award Services Contract  | Contractor (actual realized) profitability on time and materials (T&M) line items has been a significant issue across the Department of Defense. Recommend DCAA conduct a detailed analysis to determine actual profit.   | Post Award 1 | Recommendation   |
| Post Award Admin        | Non-Competitive Multiple Award Services Contract  | The program manager (PM) is updated weekly on the financial performance of the contract. But the Peer Review Team (PRT) did not find at the PM level, performance metrics against the hours negotiated for the time and materials (T&M) task orders. However, in the discussion, it was clear that the PM understood well when there were performance issues. The program team should think through how to flow performance metrics against deliverables (hours for T&M work) up to the PM level.   | Post Award 1 | Recommendation   |

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| Post Award Admin | Non-Competitive Multiple Award Services Contract | The contracting officer (CO) should insist on documentation at the subcontract level before accepting proposed costs (under task orders). In price negotiation memorandums reviewed, there was no indication that the prime contractor completed the work.  | Post Award 1 | Recommendation   |
| Post Award Admin | Non-Competitive Multiple Award Services Contract | Recommend the contracting officer (CO) verify that subcontractors are not billing for material (the Peer Review Team (PRT) was told that all material charges on Time & Materials (T&M) task orders were incurred by the prime contractor and that material charges were not incurred by subcontractors). If subcontractors are billing for material, then a review of the loadings made by both the subcontractor and the prime should be reviewed to ensure they are appropriate.   | Post Award 1 | Recommendation   |
| Post Award Admin | Non-Competitive Multiple Award Services Contract | Recommend the contracting officer (CO) reassess use of firm fixed priced (FFP) performance based tasks when full-time, on-site personnel are required. The Peer Review Team (PRT) observed that FFP effort is supported by performance based statements of work (SOW) and there is an opportunity for personnel funded under these FFP orders to also perform T&M tasks and the prime contractor can legitimately charge twice.   | Post Award 1 | Recommendation   |
| Post Award Admin | Non-Competitive Multiple Award Services Contract | Recommend the program office revisit and strengthen training for task order representatives (TORs) to be more akin to the contracting officers representative (COR) training requirements, or even better, have the TORs complete all the COR training.   | Post Award 1 | Recommendation   |
| Post Award Admin | Competitive Services IDIQ                        | The Peer Review Team (PRT) asked about the training requirements and management of the in-country team of contracting officer representatives (CORs) monitoring contractor performance. The PRT recommends that the contracting officer (CO) review the requirements in USD (AT&L) memorandum, subject: DoD Standard for Certification of Contracting Officer Representatives (CORs), dated 29 March 2010 and DEPSECDEF memorandum, subject: Monitoring Contract Performance in Contracts for Services, dated 22 August 2008. In particular, the PRT recommends coordinating with the CORs chain of command to ensure their COR responsibilities will be their primary duty and that their COR responsibilities will be addressed within their performance reports. | Phase 1      | Recommendation   |
| Post Award Admin | Competitive Multiple Award Services Contract     | Best practice of this government organization deals with the process of awarding urgent requirements. While the use of urgent and compelling procedures to award a task order on a sole source basis is thoroughly vetted and kept to a minimum, the program employs a rotational round robin order among the contractors regarding whose turn it would be to handle the requirement. If it is a contractor's 'turn' to accept an urgent or compelling order, they cannot refuse an urgent or compelling order; to refuse an order would result in this organization not exercising the contractor's option.  | Post Award 1 | Best Practice    |
| Post Award Admin | Competitive Multiple Award Services Contract     | The peer review team noted that in evaluating the offerors who were ultimately awarded contracts under this IDIQ arrangement, the program used sample tasks and simulated the amount of turnaround time with offerors that a contractor would have to respond to actual orders.   | Post Award 1 | Best Practice    |

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| Post Award Admin | Competitive Multiple Award Services Contract | The Post Award Performance Plan (PAPP) specifies how to evaluate and assess contractor performance. It utilizes the following performance measurement tools: customer feedback/complaints, periodic inspection, random inspections, 100% inspections, quarterly surveillance reports, semi-annual award fee review board, and annual CPARS reports. Quality Assurance Evaluators (QAEs) provide monthly PARs on contract performance and the government organization has real time access to task order level cost performance data through contractor automated cost management systems. QAEs and Contracting Officer Representatives (CORs) are provided by the requiring offices and are assigned prior to award of each task order. All are government employees. Each assigned QAE/COR receives contract specific training to accomplish their duties assigned. Multi-functional, on site, surveillance teams are assigned to monitor contractor task order performance, as required. | Post Award 1 | Best Practice    |
| Post Award Admin | Competitive Multiple Award Services Contract | Best Practice: The Contract Performance Plan (CPP) identifies how contractor performance will be addressed/evaluated. The contractor's performance is assessed through monthly program assessment reports (PARs) filed by the Quality Assurance Evaluators (QAEs) with the Program Management Office (PMO). The PMO has real time access to task order level cost performance data through contractor automated cost management systems. This approach of getting a PAR accomplished before paying the contractor is considered a best practice. It ensures that the contractor gets paid only for what he delivered, establishes an observable trend in performance and affords the government an opportunity to tie together the PARs, CPARS, and PPIRS in assessing overall contract performance and also makes effective award fee determinations in those instances where award fees apply at the task order level.   | Post Award 1 | Best Practice    |
| Post Award Admin | Competitive Multiple Award Services Contract | The contracting office provides organizational conflict of interest (OCI) training to the technical team to ensure that they recognize potential and real OCI issues.  | Post Award 1 | Best Practice    |
| Post Award Admin | Competitive Multiple Award Services Contract | The contracting officer (CO) maintains sole ordering authority. This ensures the requirement is within scope and is sufficiently well defined to ensure good performance.  | Post Award 1 | Best Practice    |
| Post Award Admin | Competitive Multiple Award Services Contract | All requirements are vetted through the agency's commands to ensure no duplication of effort and to further ensure that the anticipated contract is indeed the best contract vehicle for the requirement.  | Post Award 1 | Best Practice    |
| Post Award Admin | Competitive Multiple Award Services Contract | The agency continues to transition all task orders to fixed priced orders as requirements are better defined. Notably, the program does not utilize time and materials (T&M) arrangements and there is no pre-pricing under the basic contract (pricing is accomplished with each order).  | Post Award 1 | Best Practice    |
| Post Award Admin | Competitive Multiple Award Services Contract | The agency ensures support by its customer community for contract execution through an agreement that identifies the necessity for the correct type of funding, an onsite quality assurance and project manager, periodic written evaluations for contractor performance, contracting officer technical representatives, disposition instructions for Government Owned Property (GOP), and other such issues.  | Post Award 1 | Best Practice    |
| Post Award Admin | Competitive Multiple Award Services Contract | Only absolutely urgent requirements are placed on contract without being fully priced. Even in those situations, the definitization occurs well before the prescribed date. The Peer Review Team (PRT) was told that such orders are generally definitized within 30 days.   | Post Award 1 | Best Practice    |

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| Post Award Admin | Competitive Multiple Award Services Contract      | The Command conducts annual oversight of acquisition of services reviews by the designated reviewing official at each of the major commands.   | Post Award 1 | Best Practice    |
| Post Award Admin | Competitive procurement of supplies               | The Peer Review Team (PRT) recommends establishing business rules that: (1) include identification of authorized ordering officers; (2) establish an ordering guide that delineates the ordering process; and (3) coordinate with the agency to identify roles and responsibilities for contract management.   | Phase 1      | Recommendation   |
| Post Award Admin | Competitive procurement of services               | MICC reported that as a best practice, they allocated the share of award dollars between the large and small IDIQ contractors upfront amongst ordering offices to ensure that small business goals are realized.   | Post Award 1 | Best Practice    |
| Post Award Admin | Competitive procurement of services               | Service acquisitions valued at \$1 billion+ should be described and managed as a program with its own manager.   | Post Award 1 | Lesson Learned   |
| Post Award Admin | Competitive procurement of services               | Keeping lines of communication open amongst FIRST users (decentralized orderers) and industry (semi-annual industry days) allowed all parties to make advance plans.   | Post Award 1 | Best Practice    |
| Post-Award Admin | Competitive Multiple Award IDIQ Services Contract | Post-Award Business Rules. The acquisition team established business rules that: (1) included identification of authorized ordering officers; (2) established an ordering guide that delineated the ordering process; and (3) coordinated with the agency to identify roles and responsibilities for contract management.  | Phase 1      | Best Practice    |
| Post-Award Admin | Competitive Services Contract                     | The acquisition team recommends pre-planning to ensure timely processing of CAC clearance requirements for new contractors. The PCO recommends that the organization consider taking measures to provide the ability to handle surge requirements for clearances and interim clearances.   | Phase 4      | Lesson Learned   |
| Post-Award Admin | Competitive Services Contract                     | Maintaining the potential for eventual competition during performance of the current contract is essential. This requires the team to collect meaningful workload data and to tailor the acquisition strategy through information exchanges with potential vendors.  | Phase 4      | Lesson Learned   |
| Post-Award Admin | Competitive Services Contract                     | Because the team cannot control fluctuations in monetary exchange rates, this required the program to emphasize cost saving incentives through performance-based requirements. This provides the contractor with the flexibility to determine how services are delivered so that requirements are met in the most efficient way possible   | Phase 4      | Best Practice    |
| Post-Award Admin | Competitive Services Contract                     | The Peer Review team noted the following best practices: <ul style="list-style-type: none"> <li>• Use of a Change Management Process/Form which capture all requirement changes</li> <li>• Contract Administration Plan that clearly defines roles and responsibilities</li> <li>• Use of a Funding/Invoice Tracker that tracks all numbers “real-time”</li> <li>• Desk Guides and Standard Operating Procedures; ensures continuity despite constant rotation of personnel in theater</li> <li>• Use of a Material Management Form that requires COR validation of material purchases over \$5k</li> <li>• Invoice Review Process – PCO/team review of invoiced costs prior to submission via WAWF</li> <li>• A tailored COR Education Program to train contract-specific concepts</li> </ul> | Phase 4      | Best Practice    |
| Post-Award Admin | Competitive Services Contract                     | The undefined Other Direct Cost line item in the contract should not be used unless absolutely necessary; tracking Other Direct Costs in this manner requires extensive oversight.   | Phase 4      | Lesson Learned   |

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| Post-Award Admin | Competitive Services Contract                     | Transferring a contract between contracting activities is challenging; although file documentation is delivered, vital historical knowledge/rationale is often missing. The contract administration team acknowledged that they would have appreciated having more time to shadow the legacy team before taking over responsibility for this large and complex service contract.  | Phase 4      | Lesson Learned   |
| Post-Award Admin | Competitive Services Contract                     | Establishing performance tracking mechanisms prior to contract award not only ensures that contractor surveillance occurs and is properly documented, but also facilitates transitioning the contract. The absence of such tools and historical data required the assuming command to perform a significant amount of re-work to ensure proper accountability.  | Phase 4      | Lesson Learned   |
| Post-Award Admin | Competitive IDIQ Services Contract                | Successful services acquisitions are distinguished by professional CORs. After completing mandatory training requirements, CORs participate in two face-to-face training sessions with a Contracting Officer (CO) or Quality Assurance Program Coordinator (QAPC). Once a COR completes this additional requirement, he or she is awarded a signed CO or QAPC certificate, as appropriate. In lieu of pending Department-wide certification requirement, the practice of issuing formal CO or QAPC sponsored certificates is commendable.   | Phase 4      | Best Practice    |
| Post-Award Admin | Competitive Multiple Award IDIQ Services Contract | The use of Performance Work Statement workshops have improved how requirements are written, which has contributed to the transition from T&M to FFP task orders.  | Phase 4      | Best Practice    |
| Post-Award Admin | Competitive Multiple Award IDIQ Services Contract | The program management office conducts yearly conferences providing training to customers on everything from writing a PWS, QASP, metrics to training on COR and QAR processes.   | Phase 4      | Best Practice    |
| Pricing          | Competitive Multiple Award Services Contract      | Recommended additional discussions to address why one offeror proposed extremely low labor rates in several geographic areas. This raised doubts as to whether or not the offeror could actually provide the required subject matter experts in those regions.  | Phase 2      | Recommendation   |
| Pricing          | Competitive Multiple Award Services Contract      | Regarding the manner in which the source selection team (SST) addressed one offeror that had been flagged by DCAA as proposing rates the offeror was likely to exceed in actual performance: noted that rates were approved by DCMA. In discussions, the SST secured assurance from this offeror that they would be willing to agree to ceiling amounts for their overhead rates. The peer review team suggested that, instead, this situation could be addressed with a cost realism adjustment to the offeror's evaluated/probable cost. The PRT recommended a more detailed legal analysis as to whether it would be appropriate to establish such a ceiling agreement for one offeror, particularly given the fact that some Contract Line Item Number (CLINs) will be cost reimbursable. | Phase 2      | Recommendation   |
| Pricing          | Non-Competitive Multiple Award Services Contract  | Contract file documentation should include a consistent, easily located source to document the proposed, negotiated and settlement prices. There was no record in the contract file (Price Negotiation Memorandum (PNM), technical evaluation, task order) that consistently documented the cost element breakdown/buildup to support "fair and reasonable" determinations by the contracting officer for task orders.  | Post Award 1 | Recommendation   |
| Pricing          | Non-Competitive Multiple Award Services Contract  | Time and materials (T&M) task orders should specify the labor hours and labor categories purchased to enable audit traceability, thus ensuring appropriate categories are being used.   | Post Award 1 | Recommendation   |



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| Pricing  | Non-Competitive Multiple Award Services Contract | In support of task order negotiations, the Peer Review Team (PRT) recommended the contractor be required to provide their basis of estimate (BOE) and any historical information used to support the BOE.  | Post Award 1 | Recommendation   |
| Pricing  | Non-Competitive Multiple Award Services Contract | Recommend tying professional rates on the contract to an industry index (downward adjustment only) that fluctuates with economic changes so the contract payments more accurately reflect market salaries. [The Peer Review Team (PRT) found that the program office used professional rates that were escalated by X% for the life of the contract.]  | Post Award 1 | Recommendation   |
| Pricing  | Logistical Services (Competitive)                | Recommended improvements to the cost and price analysis to include a DCAA review of the task order proposals (or part thereof).  | Phase 1      | Recommendation   |
| Pricing  | Logistical Services (Competitive)                | Recommended adding explicit terms to make clear that contractor charges for medical services and related costs are not allowable (direct or indirect) when covered by insurance, such as Defense Base Act (DBA) insurance.   | Phase 1      | Recommendation   |
| Pricing  | Weapon System, Production Lot Buy (Sole Source)  | Recommended that the team (preparing to negotiate the undefinitized contract action) conduct a thorough assessment of the prime contractor's actual costs incurred to date in relation to the milestone schedule established for interim performance based payments.   | Phase 2      | Recommendation   |
| Pricing  | Weapon System, Production Lot Buy (Sole Source)  | Recommended that the team (preparing to negotiate the undefinitized contract action) secure actual historical costs on the last 3 or 4 production lot buys directly from the major subcontractors. This approach is required because of the inadequate presentation and evaluation by the prime contractor. Suppliers' actual cost data deemed to be essential to gain confidence that there is a correlation between how these subcontractors actually performed in relation to what was negotiated with the prime contractor. Recommendation was not to secure this data via a new proposal from the prime, but rather directly from the subcontractors and deal with the matter at the negotiation table. | Phase 2      | Recommendation   |
| Pricing  | Weapon System, Production Lot Buy (Sole Source)  | Recommended that the team (preparing to negotiate the undefinitized contract action) coordinate with DCMA to fully understand the analysis of the prime contractor's labor and overhead rates and consult with DCAA to understand the currency of the base projections.  | Phase 2      | Recommendation   |
| Pricing  | Weapon System, Technology Demonstration          | For the Section L provision that will require offerors to include documentation demonstrating certifications for DCMA/DCAA approved systems, the Peer Review Team (PRT) suggested this provision might also require the offerors to explain if proposed rates differ from their forward pricing rate agreements (FPRAs) (or forward pricing rate recommendations (FRRs)). Also, consider adding a sentence to require offerors to explain whether contract award will change the offeror's rate structure and whether this has been considered in the cost proposal.   | Phase 1      | Recommendation   |
| Pricing  | Competitive Supplies Contract                    | Provisions regarding risk allocation in the Request for Proposal (RFP) should be reviewed and clearly stated so the offeror is able to accurately price the contract effort and disputes between the government and offeror can be minimized.  | Phase 1      | Recommendation   |

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|----------|--|---|--------------|------------------|
| Pricing  | Competitive Services Contract                | The Peer Review Team (PRT) recommends that information be obtained from the offeror to understand whether the proposed effort has been included in the contractor's base projections. In addition, the PRT recommends additional information be obtained to understand the historical difference between the contractor's proposed and its actual rates, and DCMA and DCAA recommended rates compared to the contractor's actual rates. Although the DCMA may have accounted for the difference in their analysis, it is important that the Procuring Contracting Officer (PCO) also understand the history of the contractor's estimating accuracy and factor that into the negotiation objective.   | Phase 2      | Recommendation   |
| Pricing  | Competitive Services Contract                | The Peer Review Team (PRT) recommended that the Government seek to establish an arrangement limiting bid and proposal (B&P) costs associated with submitting order proposals. Also, from a negotiation perspective, have B&P be a pass-thru cost, where contractor profit is not added.   | Phase 2      | Recommendation   |
| Pricing  | Competitive Multiple Award Services Contract | When evaluating indirect rates, contracting officers should use DCMA FPRAs when they exist. Absent FPRAs, contracting officers should use DCMA FRRs to establish pre-negotiation objectives. During negotiations, contracting officers may deviate from FPRAs/FRRs when there are solid reasons for doing so. If, for example the contracting officer is aware that there is more current data and the FRR or FPRA does not accurately reflect the amount of direct labor hours proposed for a current action, which would make the allocation base too low or too high, the contracting officer should discuss with the DCMA CACO or DACO as exceptions. The contracting officer needs to document the rationale for the exceptions in the negotiation memorandum. | Phase 2      | Recommendation   |
| Pricing  | Competitive Multiple Award Services Contract | Request for Proposal (RFP) states if the Economic Price Adjustment (EPA) is made, the increase carries over to each of the remaining years on the contract. The Peer Review Team (PRT) believes this is a mistake and that the adjustment in any given year needs to stand by itself.   | Phase 1      | Recommendation   |
| Pricing  | Competitive Services Contract                | Submission of rate data may be problematic. Asking for overheads, expense ratios, and G&A means they must be evaluated. Given the fact this effort is competitive, there should be no need to do a cost analysis. The evaluation team should be able to use the labor valued proposed to compare against the independent Government estimate to determine if the contractor understands the magnitude of the effort.  | Phase 1      | Recommendation   |
| Pricing  | Non-Competitive Weapon System                | Regarding Uncompensated Overtime and Subcontract Hours in Level of Effort (LOE) Hours, the Peer Review Team (PRT) recommended that the contracting officer (CO) review the solicitation language to verify that the direction is clear that uncompensated hours (for salaried employees) over 40 hours a week will not be included in the LOE computation. Likewise, the PRT recommended the CO review the language to verify it is also clear that subcontract hours are not included in the LOE hour limitation (or wrap rate for fee purposes).  | Phase 2      | Recommendation   |
| Pricing  | Non-Competitive Weapon System                | The contracting officer (CO) converted proposed calendar year rates into Government Fiscal Year rates for use in negotiation. The Peer Review Team (PRT) recommended that the CO set forth a clear trail in the post-negotiation memorandum so that is readily apparent to DCAA what information was relied on in negotiation, should they choose to conduct a post-award review for defective pricing.   | Phase 2      | Recommendation   |

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| Category | Type of Contract                             | Feedback  | Review Phase | Type of Feedback |
|----------|--|---|--------------|------------------|
| Pricing  | Competitive Multiple Award Services Contract | In order to evaluate the options, the Peer Review Team (PRT) recommended considering asking the Offerors to provide sample task orders with out-year pricing, to include escalation, and the process the Offeror will use to bid out-year task orders.  | Phase 1      | Recommendation   |
| Pricing  | Commodity (Competitive)                      | For this competitive procurement, only one offer was received. As such, the acquisition team was advised of the Director, DPAP, memorandum "Improving Competition in Defense Procurement," dated Nov 24, 2010.  | Phase 3      | Recommendation   |
| Pricing  | Weapon System Development (Sole Source)      | The contracting officer and team thoughtfully developed an appropriate objective ceiling amount for the Fixed Price Incentive Firm (FPIF) contract. Specifically, the team analyzed the potential risk factors and dollarized that risk to arrive at an appropriate ceiling amount.   | Phase 1      | Best Practice    |
| Pricing  | Competitive Multiple Award Services Contract | Recommend inclusion of statement that puts offerors on notice that the proposed ceiling price rates are to be used for the purpose of conducting the competition. Future task order competitions will require offerors to submit competitively priced proposals. Further, ceiling price rates in the contract would only be used as an upper limit for the starting point of time & materials task orders and sole source negotiated offers.  | Phase 1      | Recommendation   |
| Pricing  | Non-Competitive Supplies Contract            | One significant area of concern to the Peer Review Team (PRT) is the allocated costs that get charged to every part, whether it is a "buy" part or a "make" part. These costs are applied, like overhead, based on the shop cost (material is part of shop cost). Factors vary by product line but can add a significant percentage on top of the part cost, the total on which profit is calculated. Even without profit, adding this markup to every material dollar for parts the contractor doesn't handle is cause for concern. The larger "should cost" issue is whether the level of support is really required. At a minimum, the team recommended profit be adjusted depending on the classification of the part as "buy" or "make". | Phase 1      | Recommendation   |
| Pricing  | Competitive Multiple Award Services Contract | The Peer Review Team (PRT) expressed concern regarding the pricing aspect of the evaluation. Price being the least important factor was not the determinative factor in the source selection process. There was a large difference between the lowest offeror and the highest offeror. According to section M, price reasonableness would be evaluated. The PRT did not feel adequate analysis had been done to address the large dollar difference between the highest and lowest offeror and accordingly, price reasonableness of the highest offer was not demonstrated.   | Phase 2      | Recommendation   |
| Pricing  | Competitive Multiple Award Services Contract | Although the solicitation as written provides a large number of labor categories, it does not require offerors to submit technical or price proposals against sample tasks. The peer review team is concerned that, as written, the pricing strategy does not provide for a standard upon which to base an assessment of the offerors' pricing of the requirements. It only provides for a strategy attuned to a T & M structure and does not address the strategy of how the pricing/rates will be evaluated from a realism standpoint.  | Phase 1      | Recommendation   |
| Pricing  | Non-Competitive Supplies Contract            | The Peer Review Team (PRT) inquired about the procuring activity's objective position with respect to the contractor's proposed material inbound freight overhead expense. The contractor proposed this cost element as a factor. The PRT acknowledged the thoughtful analysis performed by the procuring activity to realize that there is no strong correlation between the production rate and inbound freight expenses.   | Phase 1      | Best Practice    |

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| Category | Type of Contract                      | Feedback  | Review Phase | Type of Feedback |
|----------|---------------------------------------|---|--------------|------------------|
| Pricing  | Non-Competitive Supplies Contract     | The Peer Review Team (PRT) suggested the procuring activity use the cash flow model, available on the DPAP website, to better understand the value of the cash flow to the contractor and for the purpose of understanding their negotiating position.  | Phase 2      | Recommendation   |
| Pricing  | Competitive Weapon System Development | The Peer Review Team (PRT) noted the inherent risk involved with the lengthy contract period of performance. Specifically, the team expressed concern regarding the pricing risk over such a long period and maintenance of the proposed prime - subcontractor relationship.  | Phase 1      | Recommendation   |
| Pricing  | Competitive Weapon System Development | As drafted, the Request for Proposal (RFP) is unclear as to whether some Contract Line Item Numbers (CLINS) are for services or supplies. Due to the type of acquisition and 10 year length of contract, this lack of clarity may complicate funding. The Peer Review Team (PRT) recommended CLINS be reviewed to ensure funding and contract structure is appropriate.   | Phase 1      | Recommendation   |
| Pricing  | Competitive Weapon System Development | The Peer Review Team (PRT) noted the solicitation contains a single priced option for data rights in software. It is recommended the procuring team ensure that this price element be evaluated in a way that addresses the likely variability in offers.   | Phase 1      | Recommendation   |
| Pricing  | Competitive procurement of supplies   | The reviewed acquisition was for non-developmental, commercial commodities for which the government is a minor buyer in regards to the market as a whole. Given that fact, members of the Peer Review Team (PRT) expressed concern about the 10 year period of performance. Specifically, they recommended that the acquisition team consider the advantages of more frequent competition and shorter option periods.   | Phase 1      | Recommendation   |
| Pricing  | Non-Competitive Supplies Contract     | The Peer Review Team (PRT) noted the significant difference between proposed and objective profit. In developing their pre-negotiation objective, the requiring activity took into account the fact that the contractor's cost risk is significantly reduced by virtue of the fact that the undefinitized contract action has been funded at 75% of the Not-To-Exceed price. The PRT concurred with the requiring activity's decision to utilize a unilateral determination of price, if necessary. | Phase 1      | Best Practice    |
| Pricing  | Non-Competitive Supplies Contract     | The Peer Review Team (PRT) suggested that the acquiring activity confirm the contractor includes commercial sales projections in their future business base for overhead rates that will be employed on the reviewed contract. Additionally, the contractor should be compelled to provide additional information on the base projections proposed through the planned period of performance under this contract.   | Phase 1      | Recommendation   |
| Pricing  | Non-Competitive Supplies Contract     | The Peer Review Team recommended the acquiring activity leadership engage the program office to stratify the major subcontracts into high, medium, and low technical risk for the purpose of establishing a composite profit objective that accounts for the prime contractor's management of its supply chain. Subcontractor cost that is identified as high risk should be assigned higher profit objectives than medium or low risk.   | Phase 1      | Recommendation   |
| Pricing  | Non-Competitive Supplies Contract     | The Peer Review Team (PRT) suggested offering the contractor a share ratio that will provide a stronger enticement to underrun the target cost and a more aggressive position on target cost and target profit with an incentive tied to long term performance.   | Phase 1      | Recommendation   |

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| Category | Type of Contract                          | Feedback   | Review Phase | Type of Feedback |
|----------|---|--|--------------|------------------|
| Pricing  | Non-Competitive Weapon System Development | The Peer Review Team (PRT) recommended that the acquisition activity not conclude negotiations until it gets the prime contractor to secure firm price arrangements with the top group of subcontractors. The concern is that uncertainties are cascaded from the Low Rate Initial Production (LRIP) phase and by the time the government understands what has happened, the program is well into production lots. Until the program has a sense for where the contractor will end up from a cost perspective, it should insist on firm price arrangements for the major subcontractors. | Phase 1      | Recommendation   |
| Pricing  | Sole source procurement of services       | The Peer Review Team (PRT) expressed concern regarding the disproportionate share of engineering hours proposed on a contract for what is essentially logistics and provisioning. This should not generally be the case in a mature production program. The PRT recommends that the requiring activities examine ways to reduce this cost.   | Phase 1      | Recommendation   |
| Pricing  | Non-Competitive Weapon System Development | The Peer Review Team (PRT) suggested that the acquiring activity go back and look at similar programs as datapoints for the learning curve analysis - early in production there is generally a steep slope. It appears that the learning curve utilized by the acquiring activity is rather shallow for a Low Rate Initial Production (LRIP) purchase.   | Phase 1      | Recommendation   |
| Pricing  | Non-Competitive Supplies Contract         | The Peer Review Team (PRT) noted the cost analysis of the major subcontracts has not included a comprehensive assessment of the actual cost history for non-COTS supplies. The contracting officer must insist that this information be made available through the prime contractor, directly from the supplier, or via DCAA as required.  | Phase 1      | Recommendation   |
| Pricing  | Non-Competitive Supplies Contract         | The contract was structured such that the acquiring activity planned to negotiate prices that would be effective for a three-year period based on actual cost data. This retro-determination of pricing does not adequately protect the government's interest as the contractor would potentially realize windfall profits in the intervening time between agreements on price for each item. The Peer Review Team (PRT) recommended instead using a Fixed Price Incentive (FPI) contract type.  | Phase 1      | Recommendation   |
| Pricing  | Non-Competitive Weapon System Development | The potential exists in the procurement for the contractor to implement cost reduction initiatives (CRIs). The Peer Review Team (PRT) inquired as to whether the procuring activity planned to pay for the CRIs, the cost/benefit of doing so, and what mechanism would be used to capture the savings. The PRT suggested that if CRIs are acquired, the contract should contain a clause that requires the savings be returned to the Government.   | Phase 1      | Recommendation   |
| Pricing  | Non-Competitive Weapon System             | The Contracting Officer prepared the pre-negotiation objective using cost estimating relationships that were reviewed by DCAA or DCMA. We recommend that the Contracting Officer periodically test the relationships between the parameters in a given cost estimating relationship to determine whether correlation between the parameters continues to exist, especially those that have not been reviewed by DCAA (e.g., the travel factor).  | Phase 2      | Recommendation   |
| Pricing  | Competitive Procurement of Supplies       | The use of a payment withhold after delivery and before installation appears to be a very effective incentive to ensure installation is completed.   | Phase 1      | Best Practice    |

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| Category             | Type of Contract                          | Feedback   | Review Phase | Type of Feedback |
|----------------------|---|--|--------------|------------------|
| Pricing              | Non-Competitive Weapon System Development | Following the critical design review, 90% of the contract fee was pre-determined despite the fact that there was a tremendous amount of work that remained to be accomplished. Essentially, there was no incentive for the contractor to perform. Going forward with other programs, the Department needs to be cognizant of the need to retain a majority of contract fee at risk pending final outcome. While it is acceptable to allow for interim performance measures, a majority of fee must be tied to the final result.  | Phase 1      | Lesson Learned   |
| Requirements/PWS/SOW | Weapon System, Technology Demonstration   | Recommendation to ensure deliverables are identified in Section F or mapped to a contract data requirements list (CDRL). The Peer Review Team (PRT) noted that some statement of work (SOW) requirements include delivery statements and suggested the team make sure the SOW does not conflict with the CDRLs. The Peer Review Team (PRT) also recommended that numerous deliverables are required by the Preliminary Design Review (PDR) and suggested the requirement modified to require delivery X number of days in advance of PDR.  | Phase 1      | Recommendation   |
| Requirements/PWS/SOW | Weapon System, Technology Demonstration   | The Peer Review Team (PRT) noted that the draft Request for Proposal (RFP) requires Capability Maturity Model Integration (CMMI) Level 3. The PRT provided the guidance from DoD 5000.02 and recommended the acquisition team reconsider making CMMI Level 3 mandatory in light of the DODI 5000.02 guidance.  | Phase 1      | Recommendation   |
| Requirements/PWS/SOW | Weapon System, Technology Demonstration   | The Peer Review Team (PRT) suggest the acquisition team consider asking the contractors to submit trade studies that analyze filling gaps balanced against schedule acceleration; balancing objective and threshold requirements; and prioritizing threshold requirements in the context of user stated priorities (i.e. sensitivity analysis). Also, they asked the team to consider adding a requirement for a contractor risk assessment along with a risk mitigation plan which would provide a waterfall, describe the risk management process, and discuss the contractor's plans for risk mitigation. | Phase 1      | Recommendation   |
| Requirements/PWS/SOW | Weapon System, Technology Demonstration   | The Peer Review Team (PRT) noted as a Best Practice the Section L provision addressing the Integrated Master Schedule (IMS) requires the offerors to submit their proposed IMS in support of and consistent with the Integrated Master Plan (IMP) (incorporating the IMP key events, accomplishments and criteria) and it shall consist of a detailed plan for the initial six (6) months of contractual effort. Planning packages shall be utilized through the first prototype product delivery in the Engineering & Manufacturing Development (EMD) phase.  | Phase 1      | Best Practice    |
| Requirements/PWS/SOW | Competitive procurement of services       | The Peer Review Team (PRT) recommends the acquiring activity align the Statement of Objectives (SOO), a Performance-Based acquisition tool, with proposal requirements for the service being procured. As written, the SOO requires Government approval of all the offerors' resumes. This practice is inconsistent with the purpose of a Performance-Based acquisition, creates the appearance of personal services, and relieves the contractor of responsibility for staffing with qualified personnel by shifting the determination of what constitutes "qualified" to the Government.                   | Phase 1      | Recommendation   |
| Requirements/PWS/SOW | Non-Competitive Services Contract         | In order to increase competition in the future, input from multiple Federally Funded Research and Development Centers (FFRDC) should be obtained to see if they can provide the required services, and this input should be reviewed by the program office to see if it would meet their technical requirements. Reference GAO-09-15, Federal Research: Opportunities Exist to Improve the Management and Oversight of FFRDCs, dated October 2008.   | Phase 1      | Recommendation   |

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| Category             | Type of Contract                                     | Feedback  | Review Phase | Type of Feedback |
|----------------------|--|---|--------------|------------------|
| Requirements/PWS/SOW | Competitive Multiple Award Services Contract         | The Request for Proposal (RFP) calls for a proposed cost and fixed fee for a "Transition Out" effort. Nothing in the statement of work (SOW) appears to address what effort is included in Transition Out (TO). As written, the TO effort could be read as an entitlement of the contractor to be reimbursed for all reasonable, allowable, and allocable shut down costs, without regard to the benefit to the government. The Peer Review Team (PRT) recommended amending the RFP to include a clear description of the required effort and deliverables (e.g., certain data to be provided to incoming contractor) in section C. The PRT also believed that further thought should be given to whether the solicited cost should include a not-to-exceed amount to protect the government from an unfunded, unlimited liability. Alternatively, a fixed price incentive (FPI) contract may be appropriate. | Phase 3      | Recommendation   |
| Requirements/PWS/SOW | Competitive Services Contract                        | Throughout the statement of work (SOW) are directions about what should be included in the proposal. These directions should be in Section L.   | Phase 1      | Recommendation   |
| Requirements/PWS/SOW | Competitive Services Contract                        | Clarify relationship between Contract Line Item Numbers (CLINs), Contract Data Requirements Lists (CDRLs), and the related requirements in the statement of work (SOW). Recommend that the SOW highlight applicability to each CLIN and SOW paragraphs map to CDRLs.  | Phase 1      | Recommendation   |
| Requirements/PWS/SOW | Competitive IDIQ for Information Technology Products | There are multiple places throughout the statement of work (SOW) that use phrases "such as" and "including." These leave the offerors uncertain as to what other systems/requirements must be met. Either state the requirement or say the list is inclusive of all required interface systems.   | Phase 1      | Recommendation   |
| Requirements/PWS/SOW | Competitive Multiple Award Service Contract          | Technical - If an Integrated Data Environment (IDE) will be used, the solicitation should clarify that postings to the IDE will constitute delivery to the Government so that the Government will be able to use the data immediately upon receipt.   | Phase 1      | Recommendation   |
| Requirements/PWS/SOW | Weapon System Development                            | A robust description of the required system architecture that will facilitate reconfiguration, portability, maintainability, technology insertion, vendor independence, reuse, scalability, interoperability, upgradeability and long term supportability as required by the 23 December 2005, OPNAV N6/7 requirements letter was not apparent.   | Phase 1      | Recommendation   |
| Requirements/PWS/SOW | Competitive Weapon System Development                | Systems Requirements Document (SRD) discussion: Recommend including a discussion about reliability growth. Guidance developed by Reliability Improvement Working Group is available at: <a href="https://acc.dau.mil/CommunityBrowser.aspx?id=219127&amp;lang=en-US">https://acc.dau.mil/CommunityBrowser.aspx?id=219127&amp;lang=en-US</a>   | Phase 1      | Recommendation   |
| Requirements/PWS/SOW | Competitive Weapon System Development                | The Peer Review Team (PRT) noted for one Contract Line Item Number (CLIN), the solicitation includes software licenses as an ODC subject to a cap, rather than as a separate deliverable. Consider allowing the contractor to use the DoD Enterprise Software Initiative.   | Phase 1      | Recommendation   |
| Requirements/PWS/SOW | Competitive Weapon System Development                | Execution of the contract requires interfacing with legacy software, the key algorithm of which is proprietary. Current language describing this is ambiguous and it could be construed as risky by bidders, potentially increasing bid prices. As such, the Peer Review Team (PRT) recommended the solicitation specifically state that interfaces to existing proprietary elements of this software are open and non-proprietary.   | Phase 1      | Recommendation   |
| Requirements/PWS/SOW | Competitive procurement of supplies                  | The Peer Review Team (PRT) recommended the Procuring Contract Officer (PCO) hold a pre-proposal conference, particularly to explain intended use of a reverse auction mechanism and generally to ensure bidders thoroughly understand the procurement.  | Phase 1      | Recommendation   |

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| Category             | Type of Contract                                  | Feedback   | Review Phase | Type of Feedback |
|----------------------|---|--|--------------|------------------|
| Requirements/PWS/SOW | Competitive procurement of supplies               | The successful bidder is required to have a large variety and quantity of items available at pre-determined confidence intervals. The Peer Review Team (PRT) recommended the Procuring Contracting Officer (PCO) clarify at what point in time the vendor must comply with this requirement--differentiating between time of proposal submission vs. at contract award.  | Phase 1      | Recommendation   |
| Requirements/PWS/SOW | Competitive procurement of services               | The Contract Line Item Numbers (CLIN) structure was a result of lessons learned from the previous procurement. Separate CLINS were created to collect Defense Base Act (DBA) Insurance costs, and country-specific CLINS (vice individual places of performance) to enable flexibility in responding to changes.   | Phase 1      | Lesson Learned   |
| Requirements/PWS/SOW | Competitive procurement of services               | The Peer Review Team (PRT) suggested that the procuring activity utilize a secure bidder's library to provide approved bidders greater insight into the requirements.  | Phase 1      | Recommendation   |
| Requirements/PWS/SOW | Competitive procurement of services               | The Request for Proposal (RFP) contained a requirement for submission of a small business participation plan as part of the technical proposal as a technical sub-factor. The small business participation plan goal will be incorporated into the resultant contract and will serve as a measure of contractor performance. The Peer Review Team (PRT) recommends measuring small business participation against total contract value as a best practice.   | Phase 1      | Best Practice    |
| Requirements/PWS/SOW | Competitive procurement of services               | The acquiring activity included within section L the statement, "Offerors are cautioned that "parroting" of the Mission Capability Requirements or the performance work statement (PWS) with a statement of intent to perform does not reflect understanding of the requirement or capability to perform." The Peer Review Team (PRT) considered this a "Best Practice."   | Phase 1      | Best Practice    |
| Requirements/PWS/SOW | Competitive Multiple Award IDIQ Services Contract | The acquisition team transitioned from the single-award contracting strategy used for the first two generations of this requirement to a multiple award strategy. This will leverage competition throughout the five-year ordering period and should also lead to reductions in lead-times.  | Phase 1      | Best Practice    |
| Requirements/PWS/SOW | Competitive Services Contract                     | The PWS contained over 1,300 "shall" requirements. The Peer Review team recommended that in the future the PWS should be more performance oriented.  | Phase 2      | Lesson Learned   |
| Requirements/PWS/SOW | Competitive Multiple Award IDIQ R&D Contract      | For consideration of future completion-type task orders (particularly those requiring development/design/delivery of a system or component), it is beneficial to specify up front the acceptance test plan and/or applicable acceptance procedures to ensure the Government receives the desired products.   | Phase 1      | Lesson Learned   |
| Source Selection     | Competitive, multiple-award IDIQ contract         | The solicitation was structured such that key elements of the proposal were due in a time and fashion replicating those required for actual task orders. This enabled a realistic appraisal of the potential contractor's responsiveness. Specifically, the solicitation called for proposals to be submitted in two phases. In Phase 1, three volumes were to be submitted: the Mission Capability volume (minus sample task order proposals), the Past Performance volume, and the Contract Documentation volume. At a later date, the sample task orders were released, after which the offerors were given 30 days to submit their final two volumes, one for their sample task proposals, and the other for their Cost/Price proposals. In this way, the Government would test the offerors' ability to respond to a task order proposal approximating the time they would have to respond to a real proposal after contract award. | Phase 2      | Best Practice    |



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| Category         | Type of Contract                             | Feedback   | Review Phase | Type of Feedback |
|------------------|--|--|--------------|------------------|
| Source Selection | Competitive, multiple-award IDIQ             | Agency employed the practice of revealing to offerors their interim evaluation ratings while discussions were still open. If there is a competitive range cut, this is the same information unsuccessful offerors would have received. For example, on the past performance ratings shared with offerors, the offerors are able to see the specific prior contracts that were rated, and the performance quality ratings and the relevancy ratings assigned. Offerors are not, however, given information that compared the respective offers to the government estimate. This technique provides important feedback to offerors and could affect/motivate the offerors to factor this into their strategy in submitting a final proposal revision.  | Phase 2      | Best Practice    |
| Source Selection | Competitive Multiple Award Services Contract | Recommended additional discussions to address why one offeror proposed twice the amount of estimated hours as the government estimate.   | Phase 2      | Recommendation   |
| Source Selection | Multiple Award Construction Contract         | Recommendation to revisit evaluation of a small business subcontracting subfactor. The evaluation documents did not address differences among offers in the participation percentage of the various socio-economic groups. It appeared that the source selection team was uncertain as to how to evaluate given the fact the Request for Proposal (RFP) did not include explicit percentage goals against which offerors have been traditionally evaluated.  | Phase 2      | Recommendation   |
| Source Selection | Multiple Award Construction Contract         | Recommendation that the source selection team (SST) continue discussions to further resolve certain issues with offerors. The Peer Review Team (PRT) reminded the SST that "meaningful discussions" with each offeror does not require "rounds" of discussions that include all offerors. The PRT reminded the SST that discussions are still open and encouraged the SST to continue those discussions with offerors only as necessary.   | Phase 2      | Recommendation   |
| Source Selection | Competitive Multiple Award Services Contract | Recommendation to include additional documentation to explain a "marginal" rating assigned to particular offeror. Despite the assertion by the source selection team (SST) that extensive deliberation over the rating took place, final written justification was inadequate.   | Phase 2      | Recommendation   |
| Source Selection | Competitive Multiple Award Services Contract | Solicitation required offerors to demonstrate they have an "adequate" accounting system as resultant contracts will include "cost plus" line items. There was at least one offeror that had limited experience with DoD as a major contractor and the source selection team (SST) was working with DCAA to determine whether the offeror's accounting system was indeed adequate. The Peer Review Team (PRT) noted that other agency's solicitations have been observed to require that offerors have an "approved" accounting system. LESSON LEARNED: It would appear that Request for Proposal (RFP) language using the term "adequate" is preferable to "approved," but the PRT noted that contracting officers across the Department would benefit by standard policy/guidance as to how to verify (with DCMA and DCAA) and evaluate such offerors that have little or no history with the Department. | Phase 2      | Lesson Learned   |

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| Category         | Type of Contract                             | Feedback  | Review Phase | Type of Feedback |
|------------------|--|---|--------------|------------------|
| Source Selection | Competitive Multiple Award Services Contract | Peer Review Team (PRT) noted that at least one offeror chose to submit past performance information on itself only (and not its subcontractors) while others submitted information for themselves and their proposed subcontractors. The solicitation afforded offerors this tactical choice. In one instance, it was noted that an offeror's past performance rating was potentially impacted by the fact that one of its proposed subcontractors had a yellow rating for its small business subcontracting factor. Given the fact an argument could be made that such a rating on a subcontractor should have a minimal impact on the prime contractor's overall past performance rating, the PRT suggested that future Request for Proposal (RFPs) of this nature might want to indicate in Section M that the Government intends to give more weight to the past performance of the prime contractor over its subcontractors' past performance information. | Phase 2      | Lesson Learned   |
| Source Selection | Competitive Multiple Award Services Contract | Recommendation to go back and as a point of discussion, call attention to the fact a particular offeror had included fee on proposed travel cost (contrary to the instructions in the Request for Proposal (RFP)). The source selection team had intended to deal with the issue by making a downward cost realism adjustment to the offeror's proposed price.  | Phase 2      | Recommendation   |
| Source Selection | Weapon System Development                    | The Peer Review Team (PRT) recommended the contracting officer incorporate language into the source selection evaluation board (SSEB) report to explain how the source selection team (SST) determined which weaknesses would be discussed. The recommendation was followed and it proved to be highly beneficial during post award debriefings. Each of the unsuccessful offerors asked for clarification regarding the method the Government applied for bringing forth weaknesses during discussions and the contracting officer was able to quote directly from the SSEB report in response. No protests were filed.  | Phase 3      | Lesson Learned   |
| Source Selection | Commodity (Competitive)                      | Peer Review Team (PRT) recommended modification to Sections L and M to make more clear what constitutes "technical acceptability." (Source selection to employ lowest priced, technically acceptable approach.)   | Phase 1      | Recommendation   |
| Source Selection | Competitive procurement of services          | The acquiring activity used a Performance Price Tradeoff (PPT), which is a simplified best value source selection strategy that permits a trade-off between price and performance in reaching an award decision. It appears to the Peer Review Team (PRT) that the procuring activity did an extraordinary amount of work using the PPT process but in the end, came up with the same results as they would have if the source selection had been done using a Lowest Price Technically Acceptable (LPTA) best value approach.  | Phase 2      | Recommendation   |
| Source Selection | Logistical Services (Competitive)            | Recommendation to re-write the relevancy and recency descriptions in Section M to more clearly explain what constitutes a recent, relevant effort for past performance information.   | Phase 1      | Recommendation   |
| Source Selection | Weapon System, Technology Demonstration      | Recommendation to develop a matrix showing the crosswalk between the performance specification, the statement of work, and Sections L&M of the Request for Proposal (RFP).  | Phase 1      | Recommendation   |

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| Category         | Type of Contract                        | Feedback  | Review Phase | Type of Feedback |
|------------------|---|---|--------------|------------------|
| Source Selection | Weapon System, Technology Demonstration | For a program in which the acquisition strategy is to down select to two vendors through Engineering Manufacturing and Development (EMD), and then down select again into production, there is no mention in the Request for Proposal (RFP) as to how competition will be maintained into production. (The acquisition team was considering leader-follower and dual sourcing, but the quantities didn't seem to justify it.) Recommendation was to lay the groundwork for competition in production now at the technology demonstration phase.   | Phase 1      | Recommendation   |
| Source Selection | Weapon System, Technology Demonstration | The Peer Review Team (PRT) noted that the solicitation states that no value will be assigned to meeting objective criteria. The PRT observed that contractors need to understand criteria required not only for the instant technology demonstration phase contract, but also for the engineering manufacturing development (EMD) down select. The draft capability development document (CDD) and performance specification include OBJECTIVE requirements. The PRT inquired as to how these will be evaluated and why they are included.  | Phase 1      | Recommendation   |
| Source Selection | Weapon System, Technology Demonstration | The Peer Review Team (PRT) noted that the draft Request for Proposal (RFP) lists in Section M's Past Performance Factor (PPF) a significant number of specific program requirements for which the Government will evaluate the offerors' and significant subcontractors' record of performance. The PRT recommended re-assessing this listing and retaining only those program requirements which are considered to be meaningful discriminators.   | Phase 1      | Recommendation   |
| Source Selection | Design/Build Construction Contract      | Compliance Statement in the Request for Proposal (RFP): The Peer Review Team (PRT) noted that if an offeror was "silent" regarding a particular RFP requirement, the evaluation team was relying upon the compliance statement in the RFP to assume the proposal complied with the RFP. The PRT advised the evaluation team not to rely too heavily on the compliance statement. This could be problematic for significant issues that are required to be addressed in order to properly complete the evaluation. The PRT recognized that in a design/build procurement, the offerors are not required to address every element of an RFP. The PRT suggested alternative language for the source selection evaluation documents.  | Phase 3      | Recommendation   |
| Source Selection | Competitive Services IDIQ               | The Request for Proposal (RFP) indicated that initial task orders would be awarded in conjunction with the Indefinite Delivery/Indefinite Quantity (ID/IQ) contract award. The PRT expressed concern about the evaluation team merging the selection process for the ID/IQ contract with the task order selection process into one combined evaluation. It is important to clearly show that there are two separate decision processes, one to select the ID/IQ awardees and a second to select the awardee for the initial task order. The PRT noted that the evaluation team prepared one Proposal Analysis Report (PAR) that contained discussion of both the ID/IQ evaluation and the task order evaluation. This included documentation of the evaluation notices (ENs) mixed together. The PRT recommended that one PAR be prepared to address the ID/IQ contract, and a second PAR be prepared to address the Request for Task Order Proposal (RFTOP) selection process. The PRT recommended a Source Selection Decision Document (SSDD) be prepared for the ID/IQ source selection, and that a separate Best Value Decision (BVD) document and SSDD be prepared for the task order. | Phase 2      | Recommendation   |

OSD Level Peer Reviews  
Best Practices, Lessons Learned, and Recommendations (as of December 20, 2013)

| Category         | Type of Contract  | Feedback   | Review Phase | Type of Feedback |
|------------------|---|--|--------------|------------------|
| Source Selection | Competitive Multiple Award Services Contract  | Prior to issuing Requests for Final Proposal Revisions (FPR), all Evaluation Notices (EN) must be evaluated, completed, and documented. The technical, past performance, and cost Source Selection Evaluation Board (SSEB) reports need to be written to document the evaluation results to date. The SSEB team, not just the leadership, needs to evaluate the EN responses and reach a consensus.  | Phase 2      | Recommendation   |
| Source Selection | Competitive Multiple Award Services Contract  | Use of sample task orders for use in evaluation is considered a best practice. The sample tasks are based on past scenarios, revised so as not to provide incumbents an unfair advantage, yet enable accurate evaluation of pricing and cost estimates.  | Phase 1      | Best Practice    |
| Source Selection | Competitive Multiple Award (Combination of firm-fixed price and cost type line items) | Minimal source selection experience within the government evaluation team has resulted in heavy reliance on contractor expertise. Recommend obtaining assistance from DAU in developing the source selection framework.  | Phase 1      | Recommendation   |
| Source Selection | Competitive Multiple Award (Combination of firm-fixed price and cost type line items) | The Peer Review Team (PRT) does not believe that realistic pricing can be obtained for the out years (draft RFP contemplated an 8-year period of performance) and recommends consideration of a shorter period of performance.   | Phase 1      | Recommendation   |
| Source Selection | Competitive Multiple Award (Combination of firm-fixed price and cost type line items) | To mitigate both time pressure and risk associated with evaluators' modest source selection experience, the Peer Review Team (PRT) recommends the source selection team (SST) review and document its evaluation of a small portion of one of the proposals, followed by legal counsel comment. This initial 'mini-evaluation' will help evaluators baseline how best to draft appropriate documentation of their evaluation comments and decision processes. This initial step should help the team avoid lost time and backtracking later as it will help will help evaluators baseline how best to draft appropriate documentation.   | Phase 1      | Recommendation   |
| Source Selection | Competitive Multiple Award (Combination of firm-fixed price and cost type line items) | Evaluation Criteria - Relative ranking:<br>i. Ranking technical lower than both past performance and cost may result in awards to offerors with less capability that may not meet the government's requirements.<br>ii. The relative ranking presupposes that no new entrants will participate in the procurement. Evaluation scheme needs to ensure that offerors with no past performance will be treated as neutral evaluation scoring.<br>iii. Best value tradeoffs are traditionally based on technical and other factors being more important than cost. It is unclear what effect having cost in the middle range of the rankings will have on the best value process.<br>iv. Recommend conducting a mock Source Selection Evaluation Team (SSET) evaluation scoring an award recommendation analysis to ensure that having technical subordinated in rank to cost permits a best value tradeoff. | Phase 1      | Recommendation   |
| Source Selection | Competitive Multiple Award (Combination of firm-fixed price and cost type line items) | Recommend the following to level the competitive playing field: 1) Develop an evaluation plan that compensates for use of Government Furnished Equipment/Government Furnished Property/Government Furnished Information (GFE/GFP/GFI) vs. elections by offerors not to use GFE/GFP/GFI; and 2) Discussion of GFE/GFP/GFI is inconsistent throughout the documents. Provide one comprehensive list and provide cross references throughout.   | Phase 1      | Recommendation   |

OSD Level Peer Reviews  
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| Category         | Type of Contract  | Feedback   | Review Phase | Type of Feedback |
|------------------|---|--|--------------|------------------|
| Source Selection | Competitive Multiple Award (Combination of firm-fixed price and cost type line items) | Apply the following paradigm throughout the solicitation: Tell the offerors what you want them to provide; tell them how you are going to evaluate what they provide; and document that you have done exactly what was stated.   | Phase 1      | Recommendation   |
| Source Selection | Competitive Multiple Award Services Contract  | Recommend reviewing the Source Selection Evaluation Team (SSET) source selection documents and adding language to "Section III – Evaluation Results" that summarizes the SSET's assessment of each offeror's proposal against each subfactor evaluation criteria, discussing in more detail explaining how specific information in the proposal is perceived as a strength or weakness.  | Phase 3      | Recommendation   |
| Source Selection | Competitive Multiple Award Services Contract  | The requirement provides specific small business participation/subcontracting goals. One offeror's proposal had a general statement that they will achieve or surpass small business participation/subcontracting specifically outlined in the Request for Proposal (RFP). This is insufficient information to conclude compliance with the requirement. Recommend adding detail from the contractors' proposal to the evaluation documentation to include proposed percentages of dollars in each period and discuss the mixture of small businesses with technical roles of performance.   | Phase 3      | Recommendation   |
| Source Selection | Competitive Multiple Award Services Contract  | Throughout the Request for Proposal (RFP) there are references to 'high quality,' 'first class,' 'high levels.' Unless defined, their use can create problems during the proposal evaluation process. The Peer Review Team (PRT) recommends not using such words unless they are defined in a manner that they can be evaluated.   | Phase 1      | Recommendation   |
| Source Selection | Competitive Multiple Award Services Contract  | The Peer Review Team (PRT) discussed availability of the numerous documents referenced throughout the RFP. The plan is to provide them through FedBizOps.  | Phase 1      | Recommendation   |
| Source Selection | Competitive Services Contract   | The source selection team told the Peer Review team that it had initially intended to use gradations of "strenths" in the proposal evaluation process-- "significant," "exceptional," and "outstanding" strengths. However, since the solicitation did not define these gradations of strengths, they were not able to use this scheme. That is not to say gradations of strengths could not be used; however, they would need to be defined in the solicitation. The Peer Review team noted that FAR 15.001 defines "weaknesses" and "significant weaknesses." Although the DoD Source Selection Procedures defines "Strength," it does not recognize the concept of a "significant strength." The Peer Review team believes this issue merits consideration in any forthcoming revision to the DoD Source Selection Procedures. Here, the source selection team believed that they would have benefitted from having the ability to assign gradations of strengths in order to better differentiate between offerors and provide the SSA ability to make trade-offs. | Phase 2      | Lesson Learned   |
| Source Selection | Competitive procurement of services   | The Source Selection team prepared a comprehensive Interim Evaluation Report that recorded each area of concern for each offeror, detailed the offeror's response to the discussion question, their responses, and included the government's evaluation as a result of the exchange. The Peer Review Team (PRT) believes this is a best practice.  | Phase 2      | Best Practice    |
| Source Selection | Competitive Multiple Award Services Contract  | The contracting officer (CO) indicates that award will not be made by having the offerors sign the SF-30 with their final proposal revisions. The Peer Review Team (PRT) was concerned that this does not meet the requirements of FAR 15.307, which requires that offerors be informed that final proposal revisions must be in writing and the Government intends to award without obtaining further revisions.  | Phase 3      | Recommendation   |

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Best Practices, Lessons Learned, and Recommendations (as of December 20, 2013)

| Category         | Type of Contract                                   | Feedback  | Review Phase | Type of Feedback |
|------------------|--|---|--------------|------------------|
| Source Selection | Competitive IDIQ                                   | The Peer Review Team (PRT) suggested ensuring Past Performance documentation indicates whether or not results were checked for recency.   | Phase 2      | Recommendation   |
| Source Selection | Logistical Services (Competitive)                  | The Peer Review Team (PRT) noted that the Past Performance Team (PPT) used the Project on Government Oversight (POGO) as a source from which to point them to verifiable adverse past performance information. The PPT independently validated the information and considered actual convictions that were recent and relevant to the scope of effort to be awarded under this contract. Offerors were made aware of all adverse past performance information and afforded the opportunity to provide rebuttal statements.  | Phase 2      | Lesson Learned   |
| Source Selection | Logistical Services (Competitive)                  | The Peer Review Team (PRT) noted that there is no documentation to substantiate how weaknesses and significant weaknesses that were identified initially were resolved through the course of discussions. The only apparent record of how the weaknesses were resolved is one word on the Consensus Interim Evaluation Reports (CIER) in the "Rationale" section for each items for discussion (IFD) that says, "Acceptable." Recommend that in the course of preparing the final evaluation reports, the record include a brief narrative that explains how the weaknesses, at the very least, significant weaknesses were resolved.   | Phase 2      | Recommendation   |
| Source Selection | Logistical Services (Competitive)                  | More than one offeror was deemed to have a "deficiency" in their proposal. However, the deficiencies were not identified during the initial proposal evaluation (IPE) and were not resolved in discussions. The source selection team (SST) had planned to have the offerors address the deficiencies in their final proposal revision. The Peer Review Team (PRT) recommended, rather, another round of discussions as these offerors might well have argued the discussions were not meaningful. As a lesson learned here, the source selection team could have done a better job during initial evaluations to identify deficiencies before the competitive range determination. | Phase 2      | Lesson Learned   |
| Source Selection | Logistical Services (Competitive)                  | The crosswalk, performed by the Source Selection Evaluation Board (SSEB) Chair, the contracting officer (CO) and the attorney advisor, afforded the source selection team (SST) to ensure that weaknesses identified for one offeror were equally applied to other offerors as appropriate, as was the converse. The SST was able to ensure that identified strengths were applied across the offerors as appropriate.  | Phase 2      | Best Practice    |
| Source Selection | Competitive Design/Build Fixed Price Incentive Fee | The Peer Review Team (PRT) recommended that the language describing the weighting of the six technical/management evaluation factors be made clearer regarding the importance of the first three factors relative to the second three factors.  | Phase 1      | Recommendation   |

OSD Level Peer Reviews  
Best Practices, Lessons Learned, and Recommendations (as of December 20, 2013)

| Category         | Type of Contract                                     | Feedback   | Review Phase | Type of Feedback |
|------------------|--|--|--------------|------------------|
| Source Selection | Competitive Services Contract                        | Given that the offerors are each offering innovative and creative solutions for performance that will result in significant cost savings, the Peer Review Team (PRT) discussed ways to ensure such "promises" become a contract requirement. The PRT recommended the source selection team convey to the offerors a model contract to memorialize the unique commitments each offeror made either in their proposal or in the course of discussions. In this way, the offeror can be held accountable for these commitments (which in many cases led to the evaluation team attributing a "strength" to the offeror). However, in conveying the model contract, the source selection team should allow for the possibility that the offeror will come back and indicate that the model provides for more than what the offeror is willing to be held bound and in such case, the given term will revert to the solicitation requirement (which may negate a previously assigned "strength"). | Phase 2      | Best Practice    |
| Source Selection | Competitive Services Contract                        | In section M, the Peer Review Team (PRT) recommend using the word "demonstrate" vice "provide." In L, the offeror provides information. In M, we're evaluating whether or not the offeror demonstrated meeting the requirement.  | Phase 1      | Recommendation   |
| Source Selection | Competitive Multiple Award Services Contract         | With regard to an approved accounting system, the solicitation requires an approved system at time of award. Some of the offerors were identified as not having an adequate system during evaluation. If there was no discussion of the adequacy of their accounting systems during the discussion period, is there any possibility that their status has changed?   | Phase 3      | Recommendation   |
| Source Selection | Competitive Multiple Award Services Contract         | The Source Selection Decision Document (SSDD) states that "comparatively all proposals offer equal technical merit." Recommend that language be added to the effect that the Source Selection Authority (SSA) agrees with the Source Selection Advisory Council (SSAC) or based on his own comparison of the offeror's strengths, there is no meaningful distinction or benefit between the non-cost price portions of the proposals and therefore, all are considered "technically equal" or offer "equal technical merit."   | Phase 3      | Recommendation   |
| Source Selection | Competitive Multiple Award Services Contract         | Recommend the Source Selection Authority (SSA) address the number of awards being made as being the appropriate number of awardees based upon the criteria set forth in the Request for Proposal (RFP) and tie it to the overall best value to the government. For instance, large number of awards ensures increased competition at the task order level.   | Phase 3      | Recommendation   |
| Source Selection | Competitive IDIQ for Information Technology Products | Request for Proposals (RFPs) need to undergo theater business clearance process--mandated for contracts that will have contractors operate in Iraq and Afghanistan. There are JCC I/A unique clauses in various sections of this RFP. It might make sense to consolidate all these clauses in section and make it clear they are applicable for performance in Iraq and Afghanistan and do not apply to other areas. Current policy requires contracting officers (CO) to refer to the Geographic Combatant Commander's (COCOMs) websites to determine if there are unique requirements for each area of responsibility where contractor employees may be called upon deploy. See <a href="http://www.acq.osd.mil/dpap/pacc/cc/areas_of_responsibility.html">Http://www.acq.osd.mil/dpap/pacc/cc/areas_of_responsibility.html</a>  | Phase 1      | Recommendation   |

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| Category         | Type of Contract                                     | Feedback  | Review Phase | Type of Feedback |
|------------------|--|---|--------------|------------------|
| Source Selection | Competitive IDIQ for Information Technology Products | The Peer Review Team (PRT) believes it is the Government's intent to give no value for exceeding the performance specification. The best value trade off will be based on a comparison of the relative risk that the evaluators assign to each proposal for meeting the performance specification within the required schedule. If it is indeed the Government's intent to give value during the evaluation process for enhancements, the evaluation factors must be revised to identify what enhancements will be valued and how they will be evaluated. | Phase 1      | Recommendation   |
| Source Selection | Competitive Multiple Award Services Contract         | The relative importance of the Technical/Management and Cost/Price factors must be identified. Also, recommend not including Past Performance or Qualifying Criteria in the relative order of importance as they are merely pass/fail.  | Phase 1      | Recommendation   |
| Source Selection | Competitive IQC                                      | Each offeror was requested to submit specific number of contracts with relevant past performance. The evaluation team did not search to see if there were other relevant contracts for each offeror, and hence other relevant past performance information. Recommend such a search to validate the information the offerors provided is an accurate representation of their overall relevant past performance.   | Phase 2      | Recommendation   |
| Source Selection | Competitive Weapon System Development                | Recommend not trying to separate risk evaluation from technical evaluation for this particular acquisition. If risk is separated, provide guidance to the evaluation team not to consider risk in the technical evaluations to avoid the 'bleeding effect' that would lead to double counting strengths or weaknesses.  | Phase 1      | Recommendation   |
| Source Selection | Commodity (Competitive)                              | Use of the Bid Evaluation Model (BEM), when validated, is a best practice approach to evaluating competitive, commercial commodities, because it looks at the total delivered price to the consumer. For example, compare to some subsistence buys which do not consider transportation costs.  | Phase 3      | Best Practice    |
| Source Selection | Commodity (Competitive)                              | Final Proposal Revision (FPR) letters should ensure that the approvals for exceptions to the specifications and terms and conditions are communicated to all offerors.  | Phase 2      | Recommendation   |
| Source Selection | Competitive Multiple Award Services Contract         | When discussing price in the Proposal Analysis Report (PAR), point out price was the least important factor and that actual prices and cost to the government will be determined at the task order level where significant competition is anticipated both at the component and system level.   | Phase 3      | Recommendation   |
| Source Selection | Competitive Multiple Award Service Contract          | Overall, there is a need to synchronize Sections L and M. It would be helpful to crosswalk the subfactors with paragraph numbers.   | Phase 1      | Recommendation   |
| Source Selection | Competitive Multiple Award Services Contract         | The discussion process, in part, is designed to ask questions and then expect the answers to be provided by the offeror during the process. The Peer Review Team (PRT) strongly recommends an approach whereby the responses to all discussion questions are received and reviewed prior to closing discussions. For the most part, Final Proposal Revisions (FPRs) should only be used to update prices. This approach will preclude questions that aren't fully answered following FPRs.  | Phase 2      | Best Practice    |
| Source Selection | Competitive Multiple Award Services Contract         | Recommend the last paragraph of the Source Selection Decision Document (SSDD) make a statement about all the documents reviewed and the methodology used in making the decision. Consider using some of the language in FAR 15.308 to give context to your decision.  | Post Award 1 | Best Practice    |
| Source Selection | Competitive Multiple Award Services Contract         | Recommend providing a solicitation attachment that lays out all possible permutations of proposal ratings and how they will roll-up to the overall rating.  | Phase 1      | Recommendation   |



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| Category         | Type of Contract                                  | Feedback   | Review Phase | Type of Feedback |
|------------------|---|--|--------------|------------------|
| Source Selection | Competitive Multiple Award Services Contract      | Per FAR 15.306(d)(3), the contracting officer (CO) is encouraged to discuss other aspects of the offeror's proposal that could, in the opinion of the CO be altered or explained to enhance materially the proposal's potential for award. The FAR removed the prohibition on technical leveling and in fact, FAR 15.306(d)(3) states that the CO must discuss deficiencies, significant weaknesses and adverse past performance information to which the offeror has not yet had a chance to respond.   | Phase 2      | Recommendation   |
| Source Selection | Competitive Multiple Award Services Contract      | In all of the documentation (SSAC Report, and POM/PNM), when price is being discussed in the summary section and price is the least important of the factors, recommend that you amplify/reinforce the documentation with this fact and that actual prices and cost to the government will be determined at the task order level.  | Phase 2      | Recommendation   |
| Source Selection | Competitive Services Contract                     | The Peer Review Team (PRT) discussed the fact that one offeror received an "unknown confidence" past performance rating because of a lack of past performance. The PRT suggested that the procuring activity go back and reconsider whether or not the language of the RFP allowed for offerors to receive "credit" in their past performance rating for the past performance of its proposed subcontractors. A Lesson Learned for future procurements is that Sections L and M should include express language to address the extent to which the evaluation will recognize proposed subcontractor's past performance, if at all. | Phase 2      | Lesson Learned   |
| Source Selection | Competitive Multiple Award Services Contract      | The Peer Review Team (PRT) recommended not using the term 'clarification' in the competitive range letters. The competitive range letters are really elements of discussion. Per FAR 15.306, "Clarifications are limited exchanges, between the Government and offerors that may occur when award without discussions is contemplated."  | Phase 2      | Recommendation   |
| Source Selection | Weapon System Development                         | A minimum set of management metrics that are used in common by both the Government and contractor should be specified and required, e.g., requirements stability, Technical Performance Measures (TPMs), DR profile and other software metrics, e.g., software sizing. In addition, consistent software metrics are needed to support software resources data report (SRDR) population used by OSD for cost estimation.  | Phase 1      | Recommendation   |
| Source Selection | Competitive Multiple Award Services Contract      | The Peer Review Team (PRT) recommended stating whether or not each weakness was discussed with the offeror. If all weaknesses were discussed, then a short sentence at the start of each report would suffice. If a weakness was not discussed, then recommend explaining why.   | Phase 3      | Recommendation   |
| Source Selection | Competitive Multiple-Award IDIQ Supplies Contract | Ensure each weakness, significant weakness or deficiency identified in the factor evaluation and subsidiary individual evaluations has an item for discussion (IFD) issued that identifies the weakness, significant weakness, or deficiency.  | Phase 2      | Recommendation   |
| Source Selection | Competitive Multiple-Award IDIQ Supplies Contract | The initial production delivery order (IPDO) source selection will use information received during the Indefinite Delivery/Indefinite Quantity (ID/IQ) competition. As a lesson learned from other source selections, evaluators must reaffirm any analysis or assessments done for the award of the IDIQ contracts is still valid and appropriately applies to the Fair Opportunity evaluation. The team recommends the documentation package for the IPDO award not bring forward existing documentation but rather recreate a new stand alone document.   | Phase 3      | Lesson Learned   |

OSD Level Peer Reviews  
Best Practices, Lessons Learned, and Recommendations (as of December 20, 2013)

| Category         | Type of Contract                             | Feedback  | Review Phase | Type of Feedback |
|------------------|--|---|--------------|------------------|
| Source Selection | Competitive Multiple-Award Services Contract | Evaluators assessed 'experience' as well as 'past performance' in the past performance evaluation. As it stands, this part of the evaluation is flawed. In lieu of using a neutral past performance rating, some offerors were downgraded in past performance for lack of experience or relevant experience. Section M does not indicate that experience will be rated as a factor or provide thresholds for the evaluation of experience.  | Phase 2      | Recommendation   |
| Source Selection | Competitive procurement of services          | Sections L and M need to be revised to eliminate inconsistent and duplicative language on evaluation criteria. Section M should be written first, saying what/how the government will evaluate the proposal. As currently written, it is unclear whether offerors would be able to exceed evaluation criteria. Section L should then be written to detail what the offerors need to put in their proposal to allow the Government to do the evaluation. The discussion in L and M should be mirror images but not the exact same words. There should be nothing in Section L instructing the offerors to provide that does not line with specific evaluation criteria in Section M. | Phase 1      | Recommendation   |
| Source Selection | Competitive Weapon System Development        | As drafted, the Request for Proposal (RFP) included numerous evaluation factors to an extent that prudent evaluation would be a very lengthy and time consuming task. The Peer Review Team (PRT) suggested simplifying the evaluation criteria. It was recommended the criteria be more selective and that the Procuring Contracting Officer (PCO) consider using an "acceptable/not acceptable" approach to some of the criteria.  | Phase 1      | Recommendation   |
| Source Selection | Competitive Weapon System Development        | The Peer Review Team (PRT) recommended providing tailored training to the evaluators encompassing ethics, evaluation mechanics, proper documentation, and on how to develop sufficient narratives articulating their ratings and associated impacts.  | Phase 1      | Recommendation   |
| Source Selection | Competitive Weapon System Development        | The Peer Review Team (PRT) recommended ensuring information kept at the source selection location is secured due to shared facilities. Further, it was recommended the procuring command determine if the secured portal is sufficiently portioned to allow for limited access to secured information.  | Phase 1      | Recommendation   |
| Source Selection | Competitive Weapon System Development        | The Request for Proposal (RFP) contained in several places slightly different descriptions of what would qualify as past performance. Additionally, some descriptions of relevant past performance were narrower than others, possibly excluding some potential bidders. As such, the Peer Review Team (PRT) suggested all language relating to required past performance experience be made consistent, and stated in a manner enabling competition to the maximum extent practical.   | Phase 1      | Recommendation   |
| Source Selection | Competitive procurement of supplies          | Recommend acquisition team consider increasing the Small Business requirement and/or increase incentives to encourage their inclusion in the procurement.   | Phase 1      | Recommendation   |
| Source Selection | Competitive procurement of supplies          | Recommend the acquisition team provide specific and appropriate training to the evaluators, including specific expectations regarding appropriate degree of documentation.  | Phase 1      | Recommendation   |
| Source Selection | Competitive procurement of supplies          | Recommend removing statement that offeror attest by signature that he will comply with the requirements of the statement of work (SOW). It is the opinion of the Peer Review Team (PRT) that it has no practical value.   | Phase 1      | Recommendation   |

OSD Level Peer Reviews  
Best Practices, Lessons Learned, and Recommendations (as of December 20, 2013)

| Category         | Type of Contract                                  | Feedback  | Review Phase | Type of Feedback |
|------------------|---|---|--------------|------------------|
| Source Selection | Competitive procurement of supplies               | Although the Peer Review Team (PRT) endorsed the Low Price Technically Acceptable (LPTA) model for this particular acquisition, it recommended the Procuring Contracting Officer (PCO) further articulate the merits of this approach, given the size and character of the acquisition. For example, by stating that, in this commodity class most innovation occurs in the private sector and the government is the indirect beneficiary.  | Phase 1      | Recommendation   |
| Source Selection | Competitive procurement of supplies               | The Peer Review Team (PRT) recommends that when discussing the Reverse Auction mechanism in the solicitation, clarify: 1) whether or not the auction outcome constitutes the final proposal revision; and 2) whether only the lowest price (recommended) or the prices of all offerors will be disclosed.   | Phase 1      | Recommendation   |
| Source Selection | Competitive procurement of services               | To offset any potential advantage by the incumbent, the acquisition team employed the use of government-provided "plug" dollar amounts for the offerors to use to propose travel, training, per diem, and non-material such as housing or overtime.   | Phase 1      | Best Practice    |
| Source Selection | Competitive procurement of services               | The contracting officer (CO) received notice that one offeror was proposed for debarment. Per FAR 9.405(a), contractors proposed for debarment are excluded from receiving contracts and agencies shall not solicit offers from or award contracts to such firms unless the agency head determines a compelling reason for such action. In consultation with counsel, the CO decided that since the proposed debarment was not yet resolved, it was inappropriate to hold discussions with the offeror. The CO decided to put the offeror "on hold" pending a final determination as to the debarment action. The CO notified the company that if a decision was made that the company would not be disbarred, discussions were still open, and there was a reasonable time to hold discussion with this offeror, then the Government would open discussions with this offeror. However, if the debarment issue was not resolved before the Government closed discussions, the offeror would not be considered for the competitive range and would be removed from the competition. | Phase 2      | Lesson Learned   |
| Source Selection | Competitive procurement of services               | The Peer Review Team (PRT) recommends that information conveyed to industry via draft Request for Proposal (RFP) questions and answers be formally captured in the formal RFP. This will enable the RFP to stand on its own without one needing to refer to supplemental documentation to fully understand the requirement.   | Phase 1      | Recommendation   |
| Source Selection | Competitive procurement of services               | Following discussions and at the time of review, several proposals were still rated "unacceptable." The program team believes these proposals could be made acceptable. The Peer Review Team (PRT) suggested informing those vendors of their rating prior to requesting submission of final proposal revisions.  | Phase 2      | Recommendation   |
| Source Selection | Competitive procurement of services               | The Source Selection Authority (SSA) determined that an offeror previously excluded by the Source Selection Evaluation Board (SSEB) should be considered for award. While the Peer Review Team (PRT) takes no issue with this course of action, it does recommend that the basis for this decision be thoroughly documented.  | Phase 2      | Recommendation   |
| Source Selection | Competitive Multiple Award IDIQ Services Contract | The Agency established a very qualified team for this procurement. The team members are technically qualified, have a great deal of experience in source selection and serving on source selection teams, and have extensive acquisition and technical backgrounds. The team also is a multi-disciplinary, diverse group and includes personnel from other organizations. The Agency's well-thought-out effort in this area is a best practice.   | Phase 1      | Best Practice    |

OSD Level Peer Reviews  
Best Practices, Lessons Learned, and Recommendations (as of December 20, 2013)

| Category         | Type of Contract                                  | Feedback   | Review Phase | Type of Feedback |
|------------------|---|--|--------------|------------------|
| Source Selection | Competitive Multiple Award IDIQ Services Contract | Source Selection Worksheet/Checklist. The Contracting Officer prepared a worksheet/checklist that included every requirement to be evaluated with a cross-reference to the performance work statement (PWS) paragraph, the sample task element to be evaluated, and the corresponding Section M evaluation criteria. The worksheet enabled the source selection team evaluators to identify, determine, and document whether the offerors met the requirements.  | Phase 1      | Best Practice    |
| Source Selection | Competitive Multiple Award IDIQ Services Contract | Replication of Task Order Responsiveness. The solicitation was structured such that key elements of the proposal were due in a time and fashion replicating those required for actual task orders. This enabled a realistic appraisal of the potential contractor's responsiveness. Specifically, the solicitation called for proposals to be submitted in two phases. In Phase 1, three volumes were to be submitted: the Mission Capability volume (minus sample task order proposals), the Past Performance volume, and the Contract Documentation volume. At a later date, the sample task orders were released, after which the offerors were given 30 days to submit their final two volumes, one for their sample task proposals, and the other for their Cost/Price proposals. In this way, the Government would test the offerors' ability to respond to a task order proposal approximating the time they would have to respond to a real proposal after contract award. | Phase 1      | Best Practice    |
| Source Selection | Competitive Procurement of Supplies               | The acquisition team developed a detailed cross reference matrix among the SOW, Section L, and Section M, which is a best practice.  | Phase 1      | Best Practice    |
| Source Selection | Competitive Weapon System Development             | The acquisition team conducted comprehensive source selection simulations used to assess potential technical, cost and past performance rating outcomes which identified utility of specific subfactor approaches as true discriminators for comparative analysis across theoretical proposals.  | Phase 1      | Best Practice    |
| Source Selection | Competitive Services Contract                     | Although ASSIST (Source Selection Software) provides substantive documentation for tracking ENs, it does not replace the comprehensive subjective evaluation required of the SSEB members, and workarounds are required by the Contracting Officer (for example, the Contracting Officer must make the determination on what ENs go to the offerors in successive rounds of discussions rather than relying on the evaluator to select the appropriate EN title).  | Phase 2      | Lesson Learned   |
| Source Selection | Competitive Services Contract                     | The Contracting Officer identified all deficiencies and significant weaknesses in discussions, and also identified all weaknesses, all strengths, and all significant strengths so that offerors were aware of the positive aspects and shortcomings of their proposal.  | Phase 2      | Best Practice    |
| Source Selection | Competitive IDIQ Services Contract                | The Peer Review team noted that the use of oral discussions following the Contracting Officer's issuance of written Items for Negotiations and accurately recorded by a Court Reporter reflected a best practice in ensuring the offerors understand each deficiency/weakness and providing an opportunity to clarify any proposal misunderstandings.  | Phase 2      | Best Practice    |
| Source Selection | Competitive Services Contract                     | Use of templates for the evaluation of proposals that were tied to Sections L & M. These templates were used by the evaluation teams and contained vendor reference pages and citations to ensure traceability and consistency. The templates were provided for both technical and past performance. The team even developed telephone past performance scripts to ensure a baseline for capturing vendor performance from previous customers.   | Phase 2      | Best Practice    |

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Best Practices, Lessons Learned, and Recommendations (as of December 20, 2013)

| Category         | Type of Contract                                  | Feedback   | Review Phase  | Type of Feedback |
|------------------|---|--|---------------|------------------|
| Source Selection | Competitive Services Contract                     | The source selection team utilized alphabetical designators for each offeror so that the Source Selection Advisory Council and the Source Selection Authority would not be privy to the names of the offerors during evaluation.   | Phase 2       | Best Practice    |
| Source Selection | Competitive IDIQ Services Contract                | Evaluation teams should avoid relying solely on highly technical discussion when documenting strengths, weaknesses and deficiencies in source selection documentation. Supplement any highly technical discussion with a less technical narrative as to why each offeror is acceptable/unacceptable in each of the subfactors, and an explanation of perceived risk or benefit as applicable.                              | Phase 2       | Lesson Learned   |
| Source Selection | Competitive Multiple Award IDIQ Services Contract | The evaluation underwent training before beginning evaluations; used an automated tool to document evaluation results; and were sequestered to ensure dedicated work effort.   | Phase 2 and 3 | Best Practice    |
| Source Selection | Competitive Procurement of Supplies               | "Relevance" should be defined in the solicitation for past performance/experience so that a determination of whether a neutral rating should be applied is clear.  | Phase 3       | Lesson Learned   |
| Source Selection | Competitive Multiple Award IDIQ Services Contract | The tradeoff analysis not only captured the benefits to be obtained by selecting the proposed awardee, but also the benefits that would be forgone as a result of the proposed award decision.   | Phase 3       | Best Practice    |
| Source Selection | Competitive Services Contract                     | The SSEB used an evaluation compliance matrix to ensure all evaluation criteria were evaluated for each offeror. The matrix was structured to list each of Section L instructions that correspond with the associated Section M evaluation criteria. This helped to ensure consistency of evaluation across offers.  | Phase 2       | Best Practice    |
| Source Selection | Competitive Services Contract                     | Pre-award debriefings to offerors that were not included in the competitive range entailed a thorough explanation of evaluated weaknesses and deficiencies and specific examples from the proposals. The examples painted a clear picture and provided meaningful feedback. Neither unsuccessful offeror submitted a protest.  | Phase 2       | Best Practice    |
| Source Selection | Competitive Services Contract                     | The evaluation criteria for the small business participation factor enabled a meaningful assessment of the offerors' commitment to small business concerns. Specifically, the evaluation included the extent to which small business firms were specifically identified in the proposal, the enforceability of the prime contractors' commitment, and the complexity/variety of the work small businesses were to perform. | Phase 2       | Best Practice    |
| Source Selection | Competitive Weapon System Development             | In order to ensure that communications did not become discussions (and the contracting officer determined that for this procurement it was not appropriate or necessary to hold discussions), the PCO requested clarification in the form of simple affirmation of the commitment to comply with all solicitation terms and conditions.  | Phase 2 & 3   | Best Practice    |
| Source Selection | Competitive Multiple Award IDIQ Services Contract | The team used a toolkit/checklist that provided a comprehensive summary of the many areas that needed to be addressed in the contract review board. This toolkit not only described each area, but also included a cross-walk of each area to the regulatory or policy reference that applied.   | Phase 3       | Best Practice    |

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| Category         | Type of Contract                                  | Feedback   | Review Phase | Type of Feedback |
|------------------|---|--|--------------|------------------|
| Source Selection | Competitive Multiple Award IDIQ Services Contract | The team utilized an electronic system called the Acquisition Source Selection Interactive Support Tool (ASSIST) that is an excellent source selection tool. This secure Web-based tool facilitates coordination, management and storage of documentation, along with providing review and approval workflow capability. The team used this tool to store and quickly access detailed documentation related to the Government's analysis and communications with offerors. | Phase 3      | Best Practice    |
| Source Selection | Competitive Multiple Award IDIQ Services Contract | Utilize a matrix checklist to document discussions and results of discussions to inform the offerors of their status.  | Phase 3      | Lesson Learned   |
| Source Selection | Competitive Multiple Award IDIQ Services Contract | Utilize a standard methodology to document the requirement, the result and the impact when writing a strength or weakness.   | Phase 3      | Lesson Learned   |
| Source Selection | Competitive Multiple Award IDIQ Services Contract | Reiterate to the evaluation teams the importance of adhering to the evaluation/rating definition language.   | Phase 3      | Lesson Learned   |
| Source Selection | Competitive Procurement of Supplies               | Use of too many subfactors complicates the evaluation beyond the insight it provides to the overall award decision.  | Phase 3      | Lesson Learned   |
| Source Selection | Competitive Multiple Award IDIQ Services Contract | The Sample Task was too complex and not reflective of anticipated Task Orders. This approach added to the review schedule and was a factor in 23 out of 24 offerors being initially rated technically unsatisfactory.  | Phase 3      | Lesson Learned   |
| Source Selection | Competitive Multiple Award IDIQ Services Contract | Provide interim ratings to each offeror in order to assist in feedback of their progress toward a final rating outcome.  | Phase 3      | Lesson Learned   |
| Source Selection | Competitive Multiple Award IDIQ Services Contract | Employing a method to understand and define the efficient use of lines of software code (a Software Lines of Code Table was required as part of the cost proposal) provided helpful insight into the offerors' proposals.  | Phase 3      | Best Practice    |
| Source Selection | Competitive Multiple Award IDIQ Services Contract | The use of existing technical data delivered during the performance of the associated Technical Development contracts allowed for a more streamlined and informed competition.   | Phase 3      | Best Practice    |
| Source Selection | Competitive IDIQ Services Contract                | The evaluation team collaborated with internal policy and legal experts when evaluating past performance and technical proposals. The peer review team noted that this continual collaboration and commitment contributed to the success of the timely review and evaluation of the final proposal revisions.  | Phase 3      | Best Practice    |

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| Category           | Type of Contract                                     | Feedback   | Review Phase | Type of Feedback |
|--------------------|--|--|--------------|------------------|
| Source Selection   | Multiple Award Contract for Research and Development | The RFP evidenced an excellent understanding of small business participation plans, including how they differ from small business subcontracting plans. Application of these key tools should result in excellent small business participation. Section L included a matrix for offerors to propose small business participation plan goals (consistent with the minimum goals set forth in Section H). It stated that offerors who qualify as a small business should include their prime contractor dollars in calculating their proposed percentage goals in all of the small business categories they qualify for in the matrix below. For example, an offeror who is a small disadvantaged women owned business gets credit in the prime category, the small category, the small disadvantaged business category and the women owned small business category. Furthermore, the RFP required each proposed participation percentage in the matrix to be accompanied by detailed supporting documentation regarding the individual commitments. Detailed explanations shall also be provided when the percentages fall short of the goals specified in the offeror's Small Business Participation Plan approach and those set forth in Section H. | Phase 1      | Best Practice    |
| Source Selection   | Multiple Award Research and Development Contract     | The peer review team recommended the contracting officer consider simplifying the evaluation of non-price factors. Specifically, suggested converting the Past Performance area from an evaluated/scored factor to an "Acceptable/Unacceptable" rating scheme.   | Phase 1      | Recommendation   |
| Source Selection   | Multiple Award Research and Development Contract     | The acquisition team had planned to use a single SSA, single SSAC and multiple SSEBs. The peer review team suggested using a single SSEB with three technical domain subteams. This would allow management, small business, price and past performance to be done with a single team and reduce duplicative reviews of the same material. Additionally, with three SSEB teams there will be a problem with coordinating discussion questions to the offerors to make sure there is no confusion.   | Phase 1      | Recommendation   |
| Source Selection   | Multiple Award Research and Development Contract     | Recommend laying out the briefing format for the SSEB teams, the SSEB, the SSAC and the SSA. This will ensure there is agreement on how each group will conduct their evaluation of proposals. Once done, review section M to ensure it matches the evaluation briefing chart plan.  | Phase 1      | Recommendation   |
| Source Selection   | Multiple Award Research and Development Contract     | Consider making the OCI mitigation plan a go/no-go test as a gate to proposal evaluation. OCI plans could also be delivered early, similar to the Past Performance information, in order to streamline the evaluation.   | Phase 1      | Recommendation   |
| Terms & Conditions | Competitive Multiple Award Services Contract         | Solicitation included a Contract Line Item Number (CLIN) for "Management Reporting" for which offerors were to propose a firm fixed price (with a stated minimum value of \$2,500). This CLIN is intended to fulfill the minimum order quantity as all successful offerors (IDIQ awardees) will use it to capture effort such as management reporting of small business subcontracting goals among other baseline contract tasks. This approach is one alternative to satisfying the minimum order quantity by having the awardees bill for participation at a post award conference.  | Phase 2      | Best Practice    |
| Terms & Conditions | Logistical Services (Competitive)                    | Recommended revisions to require prospective contractor to employ a tailored earned value management system (EVMS).  | Phase 1      | Recommendation   |
| Terms & Conditions | Logistical Services (Competitive)                    | Recommend revising section L language from "intent to award without discussions" to "reserve the right to award without discussions."  | Phase 1      | Recommendation   |

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| Category           | Type of Contract                        | Feedback  | Review Phase | Type of Feedback |
|--------------------|---|---|--------------|------------------|
| Terms & Conditions | Weapon System, Technology Demonstration | The program, which has a data management strategy to obtain government purpose rights, also plans a integrated logistics strategy to utilize performance based logistics (PBL). The Peer Review Team (PRT) observed that if PBL will be performed at Government facilities, the data strategy will be fine, but if the plan is to compete the PBL, then government purpose rights will not be adequate and the PBL may end up as a sole source to the manufacturer.   | Phase 1      | Recommendation   |
| Terms & Conditions | Weapon System, Technology Demonstration | The Peer Review Team (PRT) asked whether a fixed price contract might make more sense and asked how the program planned to deal with cost overruns.   | Phase 1      | Recommendation   |
| Terms & Conditions | Weapon System, Technology Demonstration | The Peer Review Team (PRT) noted a number of Command-unique clauses, some of which were last modified 20+ years ago and appeared to accomplish much if not all of what is covered by the corresponding DFARS clause. Recommendation to review all such clauses across the command and consider forwarding non-standard clauses to the DAR Council for possible inclusion in the DFARS.  | Phase 1      | Recommendation   |
| Terms & Conditions | Weapon System, Technology Demonstration | The Peer Review Team (PRT) inquired as to whether the individuals employed by various support contractors have signed non-disclosure agreements that specify rules of engagement for handling proprietary data and personal conflicts of interest. The PRT noted that there are individual company agreements in place. The PRT inquired as to whether the support contractors have the contractual responsibility to the Government to ensure their employees do not have conflicts of interest.   | Phase 1      | Recommendation   |
| Terms & Conditions | Weapon System, Technology Demonstration | The Peer Review Team (PRT) noted that the draft Request for Proposal (RFP) section M provision on "Determination of Responsibility" included the following: "To further clarify FAR 9.104-1 (e) for determination of responsibility for this contract, an offeror must have the necessary DCMA and DCAA, as applicable, systems in place prior to contract award to perform a cost reimbursement contract. These include an approved accounting system, estimating system, purchasing system and Earned Value Management System (EVMS)." The PRT recommended consideration given to allow offerors that do NOT have approved system to submit a mitigation plan to "demonstrate the capability" of meeting responsibility requirements. | Phase 1      | Recommendation   |
| Terms & Conditions | Weapon System Development               | Prospective offerors need sufficient information in the Request for Proposal (RFP) to understand what it takes to win the down select at Engineering, Manufacturing & Development (EMD) and, if at all possible, what it will take to win the production contract.  | Phase 1      | Recommendation   |
| Terms & Conditions | Non-Competitive Services Contract       | The contractor, a Federally Funded Research and Development Center (FFRDC), proposed a performance rating system found to be mathematically weighted to drive a higher, final outcome. The Peer Review Team (PRT) recommends using a Government-provided performance rating system.   | Phase 1      | Recommendation   |
| Terms & Conditions | Competitive Services Contract           | Defense Acquisition Regulations (DFARS) 252.209-7002(c) requires the offeror to disclose any interest a foreign government has in the offeror when that interest constitutes control by a foreign government. If the offeror is a subsidiary, it must also disclose any reportable interest a foreign interest has in any entity that owns and controls the subsidiary.   | Phase 3      | Recommendation   |
| Terms & Conditions | Competitive Multiple-Award IDIQ         | FAR 52.217-8 "Option to Extend Services" is not applicable at either the task order level or the Indefinite Delivery/Indefinite Quantity (IDIQ) contract level itself for the procurement of Advisory and Assistance Services (A&AS).   | Phase 1      | Recommendation   |



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| Category           | Type of Contract                             | Feedback  | Review Phase | Type of Feedback |
|--------------------|--|---|--------------|------------------|
| Terms & Conditions | Competitive Multiple-Award IDIQ              | In the Request for Proposal (RFP), it should be specified that the organizational conflict of interest risk management plan should be submitted as soon as possible but not later than 30 days after release of the RFP. Also, it should be specified that failure to mitigate organizational conflicts of interest may preclude award.   | Phase 1      | Recommendation   |
| Terms & Conditions | Non-Competitive Services Contract            | The contracting officer (CO) should ensure that the subcontractors sign the appropriate disclosures and Conflict of Interest (COI) forms.   | Phase 1      | Recommendation   |
| Terms & Conditions | Competitive Services Contract                | The proposed Contract Line Item Number (CLIN) structure of the contract, while commendably facilitating competition, may require re-alignment of engineering hours in the event only the incumbent submits a proposal.  | Phase 2      | Recommendation   |
| Terms & Conditions | Competitive Multiple Award Services Contract | The Peer Review Team (PRT) cautioned the acquisition team to pay extra close attention to proposals from special purpose entities (SPEs). A special purpose entity may be created to isolate financial risk, usually bankruptcy, or to avoid taxation and regulations. SPEs created for the sole purpose of supporting a particular effort offer no protection to the Government if a resultant contract has financial difficulty.  | Phase 1      | Recommendation   |
| Terms & Conditions | Competitive Multiple Award Services Contract | The requirements for CONUS and OCONUS are identical except that one solicitation is focused towards small businesses and the other solicitation is open to both small and large businesses. A thorough edit of both solicitations is required to ensure the language is correct to reflect the difference. For example, the small business participation plan requirement for a small business may dilute the ability of a small business to perform.   | Phase 1      | Recommendation   |
| Terms & Conditions | Competitive Services Contract                | The (voluntary) customer survey process the Government intends to use to evaluate contractor performance needs to be included in the Request for Proposal (RFP). The peer review team cautioned that the survey process might not work as planned and that the contracting officer might have to modify the incentive structure of the contract should the survey process prove ineffective.  | Phase 1      | Recommendation   |
| Terms & Conditions | Competitive Multiple Award Services Contract | The Request for Proposal (RFP) refers to 'contract year' throughout. The Peer Review Team (PRT) believes it would be better to use the term 'base contract and options.'  | Phase 1      | Recommendation   |
| Terms & Conditions | Competitive Multiple Award Services Contract | The draft Statement of Work required that contractor personnel adhere to DoD 5500.7-R Joint Ethics Regulation. The Peer Review Team (PRT) does not believe the DoD 5500.7-R is appropriate because it has requirements that cannot be met by an offeror. The offeror should be asked to provide their ethics plan and then evaluate it for adequacy or be provided what ethics requirements must be met. The PRT recommends FAR 52.203-13, Contractor Code of Business Ethics and Conduct, be added to the solicitation. This new clause became effective in Dec 2008 and amends the FAR to amplify requirements for a contractor code of business ethics and conduct, establishing an internal control system, and requires contractors to disclose to the Government certain violations of criminal law, violations of the civil False Claims Act, or significant overpayments. | Phase 1      | Recommendation   |

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| Category           | Type of Contract                                     | Feedback  | Review Phase | Type of Feedback |
|--------------------|--|---|--------------|------------------|
| Terms & Conditions | Competitive Multiple Award Services Contract         | DFARS clause 252.219-7003 - Rothe Decision - discussed impact of the decision in which the Court held that 10 U.S.C. 2323 was unconstitutional in its entirety. By memorandum dated March 10, 2009, USD (AT&L) provided guidance that all activity that relies exclusively on section 2323 should cease. The provisions in the clause at DFARS 252.219-7003 pertaining to Historically Black College and University's and Minority Institutions are based on section 2323. Accordingly, the Peer Review Team (PRT) recommended that the Government coordinate a deviation with the DAR Council to ensure consistency with a class deviation being developed by the Council. | Phase 1      | Recommendation   |
| Terms & Conditions | Non-Competitive Weapon System                        | In accordance with FAR 9.103, the Contracting Officer must document an affirmative determination of the contractor's responsibility prior to contract award. Except for contractor business system status in the PNM, nothing in the documents reviewed by the peer review team indicated such a decision was made (which considered all the criteria in FAR 9.104).  | Phase 2      | Recommendation   |
| Terms & Conditions | Non-Competitive Weapon System                        | The Earned Value Management (EVM) system adequacy had not been determined by DCMA for the contractor's division where the contracted effort will be performed. DFARS clause 252.234-7001 and 7002 requires an approved system or if not yet approved, for the contractor to provide a plan for approval and to take necessary actions to meet the plan milestones. If the system is not approved, meeting the plan milestones could be used as an award fee criteria element.   | Phase 2      | Recommendation   |
| Terms & Conditions | Competitive Services Contract                        | The sentence from the FAR - "Fee is payable at the expiration of the agreed-upon period if the contractor has performed satisfactorily and expends the required level-of-effort" - is misleading since for this contract the fees will be paid on a regular basis during contract performance. This FAR reference implies no fee will be paid until performance is complete. The reference is accurate when discussing the final fee payment on the contract.   | Phase 1      | Recommendation   |
| Terms & Conditions | Competitive Services Contract                        | The Peer Review Team (PRT) noted the Source Selection team's approach to evaluate the offeror's teaming arrangement. The PRT suggested using a clause creating non-exclusive binding agreements, subject only to award of the contract, for the primes and major subs for an indentified period of the contract to ensure the proposed/evaluated team is the team that will actually perform the work.  | Phase 1      | Recommendation   |
| Terms & Conditions | Competitive Services Contract                        | Consider providing a technical library so that offerors other than incumbent can have access to requirement information, historical scope of the work, and places of performance and duration without providing proprietary or classified information.  | Phase 1      | Recommendation   |
| Terms & Conditions | Competitive IDIQ for Information Technology Products | The Request for Proposal (RFP) should be modified to make type of data rights required clear and consistent. Access to the data should be explicitly stated, including the government's right to require delivery of the data in paper or electronic format in a useable form such as spreadsheet, flat file, or Microsoft's Access Database.   | Phase 1      | Recommendation   |
| Terms & Conditions | Competitive Multiple Award IDIQ Services Contract    | Identify which business systems must be approved at the time of the contract award. Perhaps a better approach may be the use of terminology such as "an adequate accounting system." If at the time of award, a small business is determined to have an inadequate accounting system for purposes of tracking costs, you could make the award and allow only fixed price type orders until the system were capable of tracking cost type efforts.   | Phase 1      | Recommendation   |

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| Category           | Type of Contract                                  | Feedback  | Review Phase | Type of Feedback |
|--------------------|---|---|--------------|------------------|
| Terms & Conditions | Competitive Weapon System Development             | Ensure software deliverables are identified as executable code and/or source code, and clarify what data must be delivered with Government Purpose rights. Ensure consistency regarding the rights, and executable code/source code requirements.   | Phase 1      | Recommendation   |
| Terms & Conditions | Competitive Multiple Award Services Contract      | Recommend adding contract language that will require the contractor to protect and not disclose non-public and proprietary information provided to contractor; and that contractor will not use for any purpose other than intended. Consider including language that makes all information provided under contract by government 'non-public' unless available elsewhere.  | Phase 1      | Recommendation   |
| Terms & Conditions | Competitive Multiple Award Services Contract      | Recommend adding contract language that would require the contractor to obtain non-disclosure agreements from contractor employees and provide them to contracting officer. If actual wording of the non-disclosure agreements needs to be tailored for each task order, then contract language should allow for this. Non-disclosure contract language and clauses need to flow down to subs. Consider incorporation of DFARS 252-204-7000 to couple with section H non-disclosure language.   | Phase 1      | Recommendation   |
| Terms & Conditions | Design/Build Construction Contract                | Recommend clarifying where the special contract requirements (SCRs) are in the order of precedence. Because of the conflict between FAR 52.236-31 and design build contracts, it will be important to delineate an order of precedence within the solicitation. For example, consider clearly stating that the SCRs should take precedence over the rest of the solicitation to avoid ambiguity.  | Phase 1      | Recommendation   |
| Terms & Conditions | Competitive Services Contract                     | Section M of the Request for Proposal (RFP) states that financial capability will be evaluated to ensure adequate financial resources. This seems more appropriate for consideration in making the affirmative determination of responsibility, rather than as evaluation factors in a selection decision.  | Phase 1      | Recommendation   |
| Terms & Conditions | Competitive Multiple-Award Services Contract      | Throughout Section L, there are references to Section H. The Peer Review Team (PRT) is concerned about using Section H references. The section H procedures are for evaluating task orders after award of the contract and Section L for awarding the contract. There's the opportunity for a disconnect between the two. The logic for using the Section H clauses was to ensure there were no configuration control issues between the two. The PRT believes while the procedures are basically the same; they are for two different points in time and ought not be blended together.  | Phase 1      | Recommendation   |
| Terms & Conditions | Non-Competitive Supplies Contract                 | The solicitation includes numerous mandatory "shall" actions for the contractor, with no stated consequence (besides termination) for noncompliance. Since termination is unlikely for issues that may not have a major effect on overall performance, enforcement of such clauses without stated consequences can become difficult (especially in a sole-source environment). If contractor compliance with these type of clauses has been problematic, we suggest that the contracting officer (CO) review the mandatory actions required of the contractor in the clauses, and determine which are important enough to warrant a (fee) withhold for non-compliance. Then, the CO should consider developing a special contract clause referencing those provisions and the amount of withhold applied to each, for non-compliance. | Phase 1      | Recommendation   |
| Terms & Conditions | Competitive Multiple Award IDIQ Services Contract | As a rule, requirements should only be listed once in the contract rather than repeated in multiple places. As changes are made it is too easy to miss one and then create an inconsistency.  | Phase 1      | Recommendation   |

OSD Level Peer Reviews  
Best Practices, Lessons Learned, and Recommendations (as of December 20, 2013)

| Category             | Type of Contract                                  | Feedback  | Review Phase | Type of Feedback |
|----------------------|---|---|--------------|------------------|
| Terms & Conditions   | Competitive Multiple Award IDIQ Services Contract | The Peer Review Team (PRT) recommends not incorporating the proposals into the contract unless there's a specific reason to do so. For example, if there's a need to bring forward a specific plan, it's better to make it a Section J attachment. During discussion there was a concern that an offeror would offer a distinct service that would be lost if the proposal is not incorporated. Since the technical evaluation is acceptable/unacceptable, the PRT would be concerned with recognizing a "distinct service" not currently called for within the performance work statement (PWS). The team noted it would make more sense if the offeror offered any distinct service in later in the task order competition.   | Phase 1      | Recommendation   |
| Terms & Conditions   | Competitive Services Contract                     | The local OCI clause should be revised to address all forms of OCI and not just unequal access to information.  | Phase 2      | Lesson Learned   |
| Terms & Conditions   | Multiple Award Research and Development Contract  | Recommended adding an option CLIN for pricing data rights. Consider including a data rights factor/subfactor when awarding Task Orders involving the development of systems or software. Require the offerors to provide option pricing for the granting of Government Purpose rights for limited or restricted data. Also noted that in order for data rights to work, data must be delivered or otherwise furnished to the Government. Upon delivery the Government should review the deliverable to ensure it was marked in accordance with the terms and conditions of the contract. Finally, consider adding a SOW paragraph requiring the contractor to furnish an Integrated Digital Environment i.e. a central repository for technical data and software generated under the TO. | Phase 1      | Recommendation   |
| Terms and Conditions | Competitive Services Contract                     | The acquisition team developed a requirement for offerors to submit a "Release of Adverse Past Performance Authorization Letter(s)" with written consent from each participating principal subcontractor, critical subcontractor, and joint venture member, authorizing the release of adverse past performance information to the Offeror.   | Phase 1      | Best Practice    |
|                      |   |   | Phase 1      | Recommendation   |