



**DOLLARS & SENSE  
A PROCUREMENT  
PERSPECTIVE**

**FORT BRAGG, NORTH CAROLINA  
Jan-Mar 2003 BULLETIN NO. 01-03**

## ***ACQUILINE***

**WHAT IS IT?** AcquiLine is the electronic means for submitting purchase requests (PR) to the Directorate of Contracting (DOC). With few exceptions, AcquiLine is the only method for submitting PRs.

**WHAT DO I DO?** The DOC has developed a step-by-step handbook that discusses the process for registering as an AcquiLine user, creating a PR, attaching documents, and submitting and printing the PR. The instructions can be found on our website at:

<http://www.bragg.army.mil/www-doc/GovUser/acq/General-Instructions.pdf>.

**WHERE CAN I GET HELP?** Resource Management provides hands-on training to new users. Please contact Joann King at 6-1712 for additional information concerning this training. For assistance with registering or other AcquiLine problems, contact Sundown Rampey at 6-4362, ext. 219.

## ***WHY CAN'T I USE THE VENDOR I SELECTED?***

Many times our customer comes to us with a requirement and tells us it's urgent or sole source. In other words, "I want it now and I want you to purchase it from vendor ABC".

Federal laws require us to compete all actions above \$2,500 unless one of the following exceptions can be justified:

**10 U.S.C. 2304(c)(1) or 41 U.S.C. 253(c)(1)**, Only one responsible source and no other supplies or services will satisfy agency requirements.

**10 U.S.C. 2304(c)(2) or 41 U.S.C. 253(c)(2)** Unusual and compelling urgency.

**10 U.S.C. 2304(c)(3) or 41 U.S.C. 253(c)(3)** Industrial mobilization; engineering, developmental, or research capability; or expert services.

**10 U.S.C. 2304(c)(4) or 41 U.S.C. 253(c)(4)** International agreement

**10 U.S.C. 2304(c)(5) or 41 U.S.C. 253(c)(5)** Authorized or required by statute.

**10 U.S.C. 2304(c)(6) or 41 U.S.C. 253(c)(6)** National security.

**10 U.S.C. 2304(c)(7) or 41 U.S.C. 253(c)(7)** Public interest.

It is our intent to discuss each of these exceptions over the next several issues; however, this issue will focus on the two exceptions most frequently requested by Fort Bragg customers – Only one responsible source (commonly called *sole source*) and Unusual and Compelling Urgency (also called *Urgent and Compelling*).

### **WHAT IS MEANT BY "ONLY ONE RESPONSIBLE SOURCE"?**

Basically it means that there is only one source that can possibly satisfy the Government's minimum needs by providing the product or service requested. The two requirements that can fall under this exception are sole source and brand name.

Sole source simply means there is only one vendor who can satisfy the Government's requirement. Brand name means there is only one brand name product that may satisfy the requirement, although many vendors may market the brand name.

Both of these limit competition by restricting the purchase to one or a limited number of vendors.

Sometimes units identify their requirement and begin discussing it with a particular vendor. They work with the vendor to develop the specifications and then present the purchase request and specs to the DOC, stating this is a sole source action. But, is it truly sole source? Clearly one vendor has received pre-procurement information that others have not. Does this mean this is the only vendor who can provide our item? Furthermore, is it not in the vendor's best interest to develop specs that will disqualify other vendors?

Providing pre-procurement information to a vendor is against regulations and the contracting officer can disqualify a vendor with pre-procurement information from participating in the procurement action.

**BUT I NEED IT NOW!!** The other exception we see used often is urgency. This exception was established to support requirements of which we were just made aware to meet an immediate need. The Federal Acquisition Regulation (FAR) states, "When the agency's need for the supplies or services is of such an unusual and compelling urgency that the Government would be seriously injured unless the agency

is permitted to limit the number of sources from which it solicits bids or proposals" this exception becomes applicable.

The law states the urgency cannot be due to "poor prior planning" and delay in award would result in serious injury, financial or other, to the Government. Often we find a unit was aware of a requirement in plenty of time, and, in fact, may have even been working with a vendor to develop the specifications. Then, once the specifications are developed, the requirement is presented to the DOC as an urgent requirement because the unit will be deploying in a month. Waiting until a month before deployment to submit a requirement that the unit has known about does not meet the test for urgency.

Another justification units use for urgency is that it's the end of the fiscal year and they are about to lose their money. Again, this is poor prior planning on the unit's part and does not meet the test for urgency.

When justified to use this exception to the rule requiring the use of full and open competition, some of the procurement rules may be bypassed in order to speed up the process. However, when using this exception, some degree of competition is still required.

Any time a unit requests one of the exceptions identified above, they must provide a justification and approval (J&A) document with their PR. A boilerplate J&A can be found on our web site at <http://www.bragg.army.mil/www-doc/GovUser/Government.htm>.

For additional information concerning any of these exceptions, contact the DOC at 6-4362.

A handwritten signature in black ink, reading "Sondra L. Omon". The signature is written in a cursive style with a large, looped 'S' at the beginning.

**Director of Contracting**