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| **DEFENSE LOGISTICS ACQUISITION**  **DIRECTIVE (DLAD)** |
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| **Revision 5**  **(Originally issued May 11, 2000 - this revision replaces Revision 4)**  ***(Revised May 17, 2018 through PROCLTR 2018-09)*** |

**GENERAL STRUCTURE**

*(Revised March 20, 2018 through PROCLTR 2018-06)*

**SUBCHAPTER A – GENERAL**

[Part 1](#P1) Federal Acquisition Regulations System

[Part 2](#Part02) Definition of Words and Terms

[Part 3](#Part03) Improper Business Practices and Personal Conflicts of Interest

[Part 4](#_PART_4_–) Administrative Matters

**SUBCHAPTER B – ACQUISITION PLANNING**

[Part 5](#Part05) Publicizing Contract Actions

[Part 6](#Part06) Competition Requirements

[Part 7](#Part07) Acquisition Planning

[Part 8](#Part08) Required Sources of Supplies and Services

[Part 9](#P9) Contractor Qualifications

[Part 11](#P11) Describing Agency Needs

[Part 12](#P12) Acquisition of Commercial Items

**SUBCHAPTER C – CONTRACTING METHODS AND CONTRACT TYPES**

[Part 13](#P13) Simplified Acquisition Procedures

[Part 15](#Part15) Contracting by Negotiation

[Part 16](#P16) Types of Contracts

[Part 17](#P17) Special Contracting Methods

**SUBCHAPTER D – SOCIOECONOMIC PROGRAMS**

[Part 19](#Part19) Small Business Programs

[Part 22](#P22) Application of Labor Laws to Government Acquisitions

[Part 23](#P23) Environment, Conservation, and Occupational Safety

[Part 25](#P25) Foreign Acquisition

**SUBCHAPTER E – GENERAL CONTRACTING REQUIREMENTS**

[Part 27](#P27) Patents, Data, and Copyrights

[Part 28](#Part28) Bonds and Insurance

[Part 30](#P30) Cost Accounting Standards

[Part 32](#Part32) Contract Financing

[Part 33](#P33) Protests, Disputes, and Appeals

**SUBCHAPTER F – SPECIAL CATEGORIES OF CONTRACTING**

[Part 37](#P37) Service Contracting

[Part 39](#P39) Acquisition of Information Technology (IT)

**SUBCHAPTER G – CONTRACT MANAGEMENT**

[Part 42](#P42) Contract Administration

[Part 43](#P43) Contract Modifications.

[Part 45](#Part45) Government Property

[Part 46](#P46) Quality Assurance

[Part 47](#Part47) Transportation

[Part 50](#P50) Extraordinary Contract Actions

[Part 51](#P51) Use of Government Sources by Contractors

**SUBCHAPTER H – CLAUSES AND FORMS**

[Part 52](#Part52) Solicitation Provisions and Contract Clauses

[Part 53](#Part53) Forms

# PART 1 – FEDERAL ACQUISITION REGULATIONS SYSTEM

*(Revised March 29, 2018 through PROCLTR 2018-02)*

**TABLE OF CONTENTS**

**SUBPART 1.1 – PURPOSE, AUTHORITY, ISSUANCE**

[1.105](#P1_105) Issuance.

[1.105-3](#P1_105_3) Copies.

[1.170](#P1_170) Peer reviews.

**SUBPART 1.2 – ADMINISTRATION**

[1.201-90](#P1_201_90) Maintenance of the DLAD.

[1.201-91](#P1_201_91) Amendment of regulations.

**SUBPART 1.3 – AGENCY ACQUISITION REGULATIONS**

[1.301](#P1_301) Policy.

[1.304](#P1_304) Agency control and compliance procedures.

**SUBPART 1.4 – DEVIATIONS FROM THE FAR**

[1.402](#P1_402) Policy.

**SUBPART 1.5 – AGENCY AND PUBLIC PARTICIPATION**

[1.501-2](#P1_501_2) Opportunity for public comments.

**SUBPART 1.6 –CAREER DEVELOPMENT, CONTRACTING AUTHORITY AND RESPONSIBILITIES**

[1.601](#P1_601) General.

[1.601-90](#P1_601_90) Critical acquisition responsibilities.

[1.601-91](#P1_601_91) Contract Quality Review (CQR) Program.

[1.602](#P1_602) Contracting officers.

[1.602-2](#P1_602_2) Responsibilities.

[1.602-2-90](#P1_602_2_90) Automated Procurement Systems Internal Controls (APSIC) Program.

[1.602-3](#P1_602_3) Ratification of unauthorized commitments.

[1.602-3-90](#P1_602_3_90) Quantum meruit actions.

[1.602-90](#P1_602_90) Contracting Officer (KO) Warrant Program.

[1.602-91](#P1_602_91) Nonappropriated funds.

[1.603-3-90](#P1_603_3_90) Micro-purchase contracting authority.

[1.603-3-91](#P1_603_3_91) Ordering officers.

[1.604](#P1_604) Contracting Officer’s Representative (COR).

[1.670](#P1_670) Appointment of property administrators and plant clearance officers.

[1.690](#P1_690) Contract clearance and oversight.

[1.690-1](#P1_690_1) Establishment of clearance approval authority.

[1.690-2](#P1_690_2)  Portfolio reviews.

[1.690-3](#P1_690_3) Strategic contract (STRATCON) reviews.

[1.691](#P1_691) Legal review.

**SUBPART 1.1 – PURPOSE, AUTHORITY, ISSUANCE**

*(Revised October 20, 2015 through PROCLTR 2016-01)*

**1.105 Issuance.**

**1.105‑3 Copies.**

The DLAD is posted on the Acquisition Website at <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx> and on the Federal Acquisition Regulation Site (FARSite) at <http://farsite.hill.af.mil/>. The DLA Issuances Public Repository is posted at <http://www.dla.mil/HQ/StrategicPlansandPolicy/Offers/Products/PolicyAndProcedures.aspx>.

**1.170 Peer reviews.**

(a) DoD peer reviews.

(1) An Integrated Acquisition Review Board (IARB) as defined in [2.101](#P2_101) is required prior to a DPAP peer review.

(2) If there is a discrepancy between the acquisition strategy and the DPAP peer review recommendations, the HCA shall confer with the DLA Acquisition Director to determine appropriate action.

(3) Within 15 calendar days after the date of the DPAP peer review report, the contracting officer shall document the disposition of all DPAP peer review recommendations in a memorandum for the record and furnish a copy to the DLA Acquisition Operations Division. If the contracting officer takes exception to any DPAP recommendation, the contracting officer shall route the memorandum through the HCA, who will notify the DLA Acquisition Director and the DLA Acquisition Operations Division prior to providing the response to DPAP. If the DLA Acquisition Director recommends any changes to the memorandum, the DLA Acquisition Director will discuss them with the HCA.

(b) Component peer reviews.

(1) HCAs are responsible for—

(i) Executing peer reviews in accordance with DoDI 5000.02 and DFARS Part 201; and

(ii) Conducting a minimum of two (2) reviews per fiscal year.

(2) Team members shall include representatives from other DLA contracting activities, DLA Acquisition, Office of Counsel, and Small Business Programs. The senior member chairs the review team.

(3) The DLA Acquisition Operations Division is responsible for oversight of peer reviews.

**SUBPART 1.2 – ADMINISTRATION**

*(Revised October 20, 2015 through PROCLTR 2016-01)*

**[1.201-90](#P1_201_90) Maintenance of the DLAD.**

**1.201-91 Amendment of regulations.**

Recommendations for amending the FAR or the DFARS shall be submitted to the DLA Acquisition Policy Division for approval by the DLA Acquisition Director and submission to the DAR Council.

**SUBPART 1.3 – AGENCY ACQUISITION REGULATIONS**

*(Revised October 20, 2015 through PROCLTR 2016-01)*

**1.301 Policy.**

(a)(1)(i) The Defense Logistics Agency (DLA) Director has authorized the DLA Acquisition Director to issue the Defense Logistics Acquisition Directive (DLAD). The DLAD implements and supplements requirements of the Federal Acquisition Regulation (FAR), the Defense FAR Supplement (DFARS), DFARS Procedures, Guidance and Information (PGI), Department of Defense publications, and DLA Issuances. Pursuant to FAR 1.304, the DLAD establishes DLA regulations relating to the acquisition of supplies and services under the authority of Title 10 USC Chapter 137, or other statutory authority.

(ii) Only the DLA Acquisition Director is authorized to issue acquisition policies and procedures for use by acquisition personnel. Procuring organizations shall not issue acquisition policies or procedures. The DLA Acquisition Director approves all revisions to the DLAD, which are issued by numbered procurement policy PROCLTRs. Policies issued by PROCLTR are effective immediately, unless stated otherwise in the PROCLTR, and take precedence over the published version of the DLAD maintained on the Acquisition page in eWorkplace until the revisions are incorporated into the published version. PROCLTRs are maintained in eWorkplace under Organizations>Acquisition (J7)>Shared Documents>J-71>PROCLTR Archive.

(iii) Provisions and clauses. When solicitation provisions or contract clauses are required, the following procedures apply:

(A) The CCO may approve provisions and clauses developed for a single procurement that fulfill a specific and unique requirement of the acquisition or are a result of negotiations, subject to review by Office of Counsel prior to incorporation into a solicitation or contract. Such provisions and clauses shall not constitute a deviation from higher-level regulations or from the DLAD, or otherwise require DPAP approval. The CCO may delegate this authority to a level not lower than the Procurement Policy Chief. These provisions and clauses can be approved for one-time use only in a single acquisition or contract. One-time use provisions and clauses are not assigned DLAD numbers, but shall be identified in accordance with FAR 52.103 by title, date, and name of procuring organization that developed them.

(B) For a proposed repetitive-use provision or clause or for a substantive change to an existing provision or clause, requests shall be submitted to the DLA Acquisition Policy Division. The request shall be accompanied by prescriptive policy for use of the provision or clause on either an enterprise or non-enterprise basis.

(a)(2) Procuring organizations are authorized by the DLA Acquisition Director to issue internal guidance within the limitations of FAR 1.301(a)(2).

**1.304 Agency control and compliance procedures.**

(1)(i) Requests for approvals required by [DFARS 201.304](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfars201.htm#P172_8628)(1)(i) shall be submitted to the DLA Acquisition Policy Division.

**SUBPART 1.4 – DEVIATIONS FROM THE FAR**

*(Revised October 20, 2015 through PROCLTR 2016-01)*

**1.402 Policy.**

(S-90) All requests for deviations shall be submitted to the DLA Acquisition Policy Division.

(S-91) The DLA Acquisition Policy Division shall maintain a list of deviations granted to FAR, DFARS, and DLAD policies. Each deviation shall be formatted as DEVIATION, Fiscal Year, and number. DEVIATIONs are posted on the Acquisition Website at <https://eworkplace.dla.mil/sites/S2/Pages/FARSDeviation%27s.aspx>.

**SUBPART 1.5 – AGENCY AND PUBLIC PARTICIPATION**

*(Revised October 20, 2015 through PROCLTR 2016-01)*

**1.501‑2 Opportunity for public comments.**

(b)(2) Comments on proposed rules in the Federal Register shall be submitted to the DLA Acquisition Policy Division.

**SUBPART 1.6 – CAREER DEVELOPMENT, CONTRACTING AUTHORITY AND RESPONSIBILITIES**

*(Revised March 9, 2018 through PROCLTR 2018-02)*

**1.601 General.**

(a)(S-90) Contracting authority flows from the DLA Acquisition Director to the five HCAs for the DLA contracting activities designated in DFARS PGI 202.101.

(a)(S-91) Authority conferred upon the HCA or the CCO under any paragraph of the DLAD may be delegated with power of redelegation to other officials, except when specifically limited by law or the FAR, DFARS, or DLAD. The CCOs will maintain a list of all their delegations and the delegations made by their respective HCAs, as authorized in this subpart. Written delegations of authority shall be uploaded in Document Automated Content Services-Records Management (DACS-RM) via https://www.dacsp.documentservices.dla.mil/landing\_page/. (DACS-RM training and access are required.)

(a)(S-92) Any acquisition documentation requiring review and/or approval by the SPE or CAE shall be reviewed by the Office of Counsel and submitted through the HCA.

**1.601-90 Critical acquisition responsibilities.**

The HCA is responsible for maintaining oversight of the contracting function, which includes ensuring adequate oversight of all acquisitions conducted by the contracting activity and the fundamental integrity of its contracting system.

**1.601-91 Contract Quality Review (CQR) Program.**

(a) The CQR Program institutes a data-driven evaluation of each procuring organization and its contracting officers. The evaluation shall objectively measure quality performance to the standard outlined in the CQR manual referenced in paragraph (b) and present that evaluation in such a manner that enhances oversight and improves contract quality. This continuous review cycle, using a standardized checklist, collects and maintains data in a central repository to enable enterprise oversight, decision making, and corrective action. The CQR is synchronized with Contracting Officer (KO) Warrant Program reviews (see [1.602-90](#P1_602_90)).

(b) For procedures associated with CQR Program roles and responsibilities, see DLAM 5025.03 at <https://hqc.dla.mil/issuances/Pages/default.aspx>.

**1.602 Contracting officers.**

**1.602‑2 Responsibilities.**

(d)(S-90) *Contracting Officer’s Representative (COR)*. For information on COR function and requirements, see DoDI 5000.72, DoD Standard for Contracting Officer's Representative (COR) Certification, at <http://www.dtic.mil/whs/directives/corres/pdf/500072p.pdf>.

(d)(S-91) *Contracting Officer’s Representative Tracking (CORT) Tool Program*.

(i) See http://www.acq.osd.mil/dpap/pdi/eb/cor.html for procedures associated with the CORT Tool, training requirements, User’s Guide, Frequently Asked Questions (FAQs), and a list of CORT Tool Department Administrators. DLA-provided ethics training meets the annual ethics training requirements for CORT Tool.

(iii) CORT Tool Department Administrators at each procuring organization can assist with access and navigation issues. A list of CORT Tool Department Administrators by location and DoDAAC can be accessed in eWorkplace under Organizations>Acquisition Organizations>Acquisition (J7)>Shared Documents>J73 Compliance Oversight and Acquisition Workforce>Contracting Officer’s Representative Tracking Tool (CORT Tool).

**1.602-2-90 Automated Procurement Systems Internal Controls (APSIC) Program.**

(a) The APSIC Program standardizes the oversight of automated procurement system functional outcomes, pricing and responsibility logic, contracting officer training and documentation, postaward reviews of automated award files, and price trend analysis.

(b) For procedures associated with the APSIC Program, see DLAM 5025.06 at <https://hqc.dla.mil/issuances/Pages/default.aspx>.

**1.602-3 Ratification of unauthorized commitments.**

The authority to ratify unauthorized commitments valued over the SAT is delegated to the HCA and cannot be further delegated. The authority to ratify unauthorized commitments valued at or below the SAT is delegated to the CCO and cannot be further delegated. A Ratification of Unauthorized Commitments Checklist can be accessed in eWorkplace under Organizations>Acquisition (J7)> PROCLTRs.

**1.602-3-90 Quantum meruit actions.**

In accordance with DODI 1340.21, Enclosure 6, the authority to resolve disputes regarding quantum meruit claims has been delegated to the CAE and cannot be further delegated. The CAE will issue an initial determination and notice to the claimant. A Quantum Meruit Checklist can be accessed in eWorkplace under Organizations>Acquisition (J7)> PROCLTRs.

**1.602-90 Contracting Officer (KO) Warrant Program.**

(a) The KO Warrant Program establishes a standard program for the selection, appointment, termination, and reinstatement of contracting officers to ensure that only those individuals who fully meet selection criteria are appointed and retained as contracting officers. Warrant candidates must satisfy prequalification appointment standards and proficiency assessments. KO Warrant Program reviews are synchronized with CQRs (see [1.601-91](#P1_601_91)) and conducted to objectively assess compliance outcomes. Individual proficiency reviews are conducted continuously to ensure integrity of all warranted KOs through comprehensive work product reviews. All evidentiary matter is maintained in a central repository.

(b) For procedures associated with the KO Warrant Program, see DLAM 5025.04 at [https://hqc.dla.mil/issuances/Pages/default.aspx.](https://hqc.dla.mil/issuances/Pages/default.aspx.%20)

**1.602-91 Nonappropriated funds.**

DoD policy for contracting actions using nonappropriated funds is in DoD Directive (DoDD) 4105.67 and Army Regulation (AR) 215-4, Nonappropriated Fund Contracting.

**1.603-3-90** **Micro-purchase contracting authority**.

(a) Holders of a Government‑Wide Commercial Purchase Card (GPC) have authority to make micro-purchases in accordance with DTM 13-001, Government Purchase Card, which can be accessed at <http://www.dla.mil/issuances/Documents/DTM%2013-001.pdf>. Written appointments of GPC holders shall be uploaded in Document Automated Content Services-Records Management (DACS-RM) via <https://www.dacsp.documentservices.dla.mil/landing_page/>. (DACS-RM training and access are required.)

(b) Individuals authorized to make micro-purchases by means other than the GPC shall be so designated, in writing, and are required to complete CON 237, Simplified Acquisition Procedures. Written designations shall be uploaded in DACS-RM via <https://dacsp.documentservices.dla.mil/landing_page/>. (DACS-RM training and access are required.)

**1.603~~-~~3-91 Ordering officers.**

\*\*\*\*\*

L23 Ordering Officers (FEB 2018)

(1) The following Government employees have ordering officer authority for [*contracting officer insert contract or ordering vehicle number*]:

|  |  |  |
| --- | --- | --- |
| Name | Title | Contact Information |
| [*contracting officer insert*] | [*contracting officer insert*] | [*contracting officer insert*] |

(2) Ordering officers must place orders within the express scope of this indefinite delivery contract or blanket purchase agreement.

(3) The contracting officer will notify you in writing when adding or terminating an ordering officer appointment prior to completion of this indefinite delivery contract or blanket purchase agreement.

\*\*\*\*\*

(c) Appointment of ordering officer.

(1) The contracting officer shall appoint a DLA ordering officer using the appointment letter in 53.9001(a). The contracting officer shall insert the IDC or BPA number and the name and contact information of the appointed ordering officer in procurement note L23 in the contract.

(i) The contracting officer shall present the appointment letter to the DLA ordering officer and provide instructions on authorities and responsibilities. The DLA ordering officer shall sign the appointment letter to signify receipt of instructions and understanding.

(ii) The contracting officer shall include the appointment letter and training documents, as stated in 1.603-3-91(f), in the contract file and send an electronic copy to the procuring organization warrant program manager.

(2) The procuring organization warrant program manager shall record the appointment in the Active Ordering Officer Warrant List and take appropriate actions to load authority in the contract writing system. For Enterprise Business System ordering officers, the procuring organization warrant program manager shall enter the ordering authority amount in the "Output Limit" field only. Do not enter data in the “Approval Limit” field.

(3) If an IDC or BPA has a contracting officer’s representative (COR) assigned, the contracting officer shall distribute a copy of the ordering officer’s appointment letters to the COR.

(4) The contracting officer shall notify contractors and other appropriate personnel in writing when an ordering officer’s appointment is terminated or a new ordering officer is appointed prior to completion of the IDC or BPA.

(d) Ordering officer official file.

(1) DLA ordering officers shall maintain an official ordering officer file for each IDC and BPA for which they are authorized as an ordering officer. The ordering officer shall include in each file, at a minimum, the appointment letter and a spreadsheet listing all orders issued by the ordering officer.

(2) DLA ordering officers shall provide to the contracting officer on a monthly basis the list of orders they have issued.

(e) Limitations. Ordering officers are not authorized to and shall not—

(1) Delegate their ordering authority.

(2) Place an order for supplies or services not expressly within the scope of the IDC or BPA.

(3) Take any action that could be considered an alteration of the terms and conditions of the IDC or BPA in any way, either directly or by implication.

(4) Take any action that could be considered a termination of the IDC or BPA in any way, either directly or by implication.

(5) Issue modifications to the IDC, BPA, or individual orders.

(6) Issue instructions to the contractor to start or stop work.

(7) Take any other action identified in their appointment letter as a limitation of their authority.

(f) Qualifications. The contracting officer shall only appoint DLA ordering officers who—

(1) Are DLA employees.

(2) Have completed, at a minimum, the following continuous learning courses through Defense Acquisition University online ([http://dau.mil](http://DAU.mil)):

(i) CLC005 Simplified Acquisition Procedures.

(ii) CLM049 Procurement Fraud Indicators.

(iii) DLA Annual Ethics Training or CLM003 Overview of Acquisition Ethics.

(g) Oversight.

(1) The contracting officer shall ensure ordering officers—

(i) Operate within the scope and limitations of authority delegated and FAR Subparts 3.1 and 3.2.

(ii) Maintain standards of conduct prescribed in DoD Directive 5500.07, Standards of Conduct, and DoD 5000.07-R, The Joint Ethics Regulation (JER), and FAR Subparts 3.1 and 3.2.

(iii) Do not engage in improper practices, such as splitting purchase transactions to avoid monetary limitations or delegating authority to others.

(iv) Establish and maintain an official ordering officer file for each IDC and BPA for which they are authorized as an ordering officer; which file shall include, at a minimum, the appointment letter and a spreadsheet listing all orders issued by the ordering officer.

(v) Submit correct and timely information for contracting action reporting purposes.

(vi) Comply with any additional requirements stated in their appointment letter or required by the IDC or BPA.

(2) The contracting officer or the procuring organization warrant program manager shall review a sample of orders issued by the ordering officer to ensure compliance with the authorities authorized in the appointment.

(i) The sample size shall be sufficient to ensure the ordering officer is satisfactorily performing ordering officer duties.

(ii) The review shall verify the ordering officer did not perform unauthorized actions as outlined in section 2a of the appointment letter

(iii) The review shall verify the ordering officer properly performed the following actions:

(A) Ordered only supplies or services expressly within the scope of the IDC or BPA.

(B) Promptly notified the contracting officer when the ordering officer recommended increasing the quantity or dollar value or extending the ordering period to meet emergency requirements, if the contract terms and conditions permit.

(C) Established and maintained an official ordering officer file for each IDC and BPA for which they have ordering officer authority; including, at a minimum, the appointment letter and a spreadsheet listing all orders issued by the ordering officer.

(D) Complied with any additional requirements stated in their appointment letter or required by the IDC or BPA.

(iv) The contracting officer or the procuring organization warrant program manager shall conduct the review on an annual basis.

(v) The contracting officer or the procuring organization warrant program manager shall ensure copies of review findings are retained in the official ordering officer’s file.

(h) Termination.

(1) Appointing authorities may terminate ordering officer appointments at any time.

(2) The contracting officer shall normally terminate ordering officer authority promptly when—

(i) An ordering officer exceeds the delegated authority or fails to perform properly within the appointment authority; or

(ii) An ordering officer fails to complete assigned corrective actions noted during review.

(3) The contracting officer shall execute terminations in writing; except that ordering officer appointments are automatically terminated when the IDC or BPA ends or when the ordering officer leaves Government employment.

(4) Upon termination of the appointment, the contracting officer shall verify if the individual is an ordering officer on any other IDCs or BPAs. If they are not, the contracting officer shall contact the procuring organization warrant program manager, who shall take appropriate actions to remove the terminated ordering officer from the contract writing system.

(i) Disposition.

(1) Upon completion of the IDC or BPA, the ordering officer shall forward to the contracting officer any hard copy records maintained.

(2) If an appointment is terminated before the IDC or BPA completion, the ordering officer shall provide all records to the ordering officer’s successor and the contracting officer.

**1.604 Contracting officer’s representative (COR).**

For policies regarding CORs and the COR Tracking (CORT) Tool program, see [1.602-2](#P1_602_2).

**1.670 Appointment of property administrators and plant clearance officers.**

(a) The appropriate agency appointment authority is the HCA. This authority may be delegated no lower than the O6/GS-15 level.

(b) DLA employees who meet the requirements specified in DFARS 201.670(b), including employees serving in the 1103 or 1150 job series or military equivalent job series, may be considered for appointment as Property Administrators or Property Managers. DLA does not appoint Plant Clearance Officers. Property administrator duties are identified in the [DOD Guidebook for Contract Property Administration](https://acc.dau.mil/adl/en-US/511355/file/80780/Guidebook%20for%20Contract%20Property%20Administration%20Dec%202014.pdf), dated December 2014.

**1.690 Contract clearance and oversight.**

**1.690-1 Establishment of clearance authority.**

The DLA Acquisition Director has delegated clearance authority to the lowest possible level consistent with law and regulation. Clearance for purposes of this section is the authorization to proceed to the next stage in the acquisition.

(a) Clearance authority for MAIS/MDAP is OSD for ACAT I unless authority has been delegated to DLA.

(b) Clearance authority for MAIS/MDAP is the CAE for ACAT II. This authority cannot be further delegated.

(c) Clearance authority for the acquisition of services over $250M and less than $1B (less than $500M for IT services) is the SPE. This authority cannot be further delegated.

(d) Clearance authority for all supply acquisitions is the HCA. HCAs are authorized to redelegate, in writing, HCA clearance authorities within their contracting activity.

(e) Clearance authority for the acquisition of services up to $250M is the HCA. HCAs are authorized to redelegate, in writing, HCA clearance authorities within their contracting activity.

**1.690-2 Portfolio reviews.**

The SPE will conduct biannual portfolio reviews of each contracting activity. The reviews will address:

(a) Oversight program.

(b) Pricing.

(c) Competition.

(d) Systems support.

(e) Better Buying Power implementation and metrics.

(f) Small Business program and implementation.

(g) Strategic acquisitions.

(h) Feedback from CCOs and contracting officer supervisors.

**1.690-3 Strategic contract (STRATCON) oversight.**

(a) The SPE and the Senior Services Manager (SSM) (for acquisition of services) reserve the right to review any acquisition.

(b) Procuring organizations shall report forecasted strategic contracts as defined in DLAD [2.101](#P2_101) to the DLA Acquisition Operations Division by the 10th of each month. The DLA Acquisition Operations Division will recommend acquisitions or contracts to be reviewed by the SPE/SSM.

(c) The SPE/SSM shall advise the HCAs of acquisitions that have been selected for review.

(d) HCAs shall consider holding Acquisition Strategy Review Panels (ASRPs) and Integrated Acquisition Review Boards (IARBs) for strategic contracts (see definitions in [2.101](#P2_101)).

**1.691 Legal review.**

(a) Legal advice and assistance of Office of Counsel shall be obtained in the preparation of provisions or clauses other than standard FAR, DFARS, DLAD, or DLA Acquisition-approved provisions or clauses which are to be contained in solicitations, including all EPA clauses and revisions to EPA clauses; prior to taking action to resolve any instance of defective cost or pricing data or false claim; in the preparation and review of acquisition documents for procurements that are subject to the ASRP and IARB; and on any questionable legal areas in acquisitions, such as the preparation and/or execution of contractual documents.

(b) For purposes of this section, “contract action” includes both FAR and non-FAR procurements and related actions, including modifications and procurement actions that are not contracts per se, such as blanket purchase agreements (BPAs); and “simplified acquisition threshold” (SAT) means the threshold amount stated in its definition in FAR Subpart 2.1, without adjustment for special circumstances.

(c)(1) Contracting activities shall, at a minimum, require legal review for all contract actions that require review and/or approval by the HCA or CCO; review will include but not be limited to the following preaward documents:

(i) Solicitation packages, including solicitation documents (e.g., RFP, RFQ) with SOW/PWS/SOO, acquisition plans, source selection plans, justifications and approvals/limited source justifications, required determinations and findings, and related documents; and

(ii) Negotiation and preaward documents for best value awards, including competitive range determinations and award documentation (e.g., price negotiation memorandum and source selection decision document).

(2) In addition, contracting activities shall require legal review for all postaward contract administration actions that require review and/or approval by the HCA or CCO, including option exercises and funding and other modifications, but excluding administrative modifications not requiring the exercise of discretion by the contracting officer.

(d) Contracting offices under the DLA Acquisition contracting activity shall ensure that legal review is accomplished on all contract actions and supporting documents (such as required determinations and findings) with an estimated value over the following thresholds.

(1) DLA Contracting Services Office - $500,000;

(2) DLA Disposition Services - $700,000;

(3) DLA Document Services - SAT

(4) DLA Distribution - $1 million;

(5) DLA Strategic Materials - $700,000.

(e) For all procuring organizations, legal review is required for all acquisition matters listed below. When legal review is required by or conducted in accordance with another section of the FAR/DFARS/DLAD, the requirements of that section will govern. Legal review will be conducted for all listed actions that are not subject to legal review in accordance with another section of the FAR/DFARS/DLAD. Legal review is not required for routine issuance of task or delivery orders against existing DLA contracts, contracts developed by another agency in conjunction with DLA (e.g., Department of Veterans Affairs medical/pharmaceutical contracts), or for administrative modifications not requiring the exercise of discretion by the contracting officer.

(1) Letter contracts and other undefinitized contract actions (see Subpart [17.74](#P17_74));

(2) Justifications and approvals/limited source justifications/brand name justifications for procurements valued over the SAT;

(3) Solicitation and award of non-firm-fixed price and non-fixed price with EPA type contracts/orders valued over the SAT;

(4) Bundling and/or consolidation memoranda;

(5) Procurements valued over the SAT using non-DOD contracts (direct or assisted);6) Requests from non-DLA activities and agencies for contracting support or by other countries for Acquisition and Cross-Servicing Agreement (ACSA) or Fuel Support Agreement support;

(7) Procurement fiscal issues (for example, type and year of funding, incremental funding);

(8) Revisions or additions to procurement policy;

(9) Equipment or vehicle leases valued over the SAT;

(10) Research and development procurements and broad agency announcements valued over the SAT;

(11) Conflict of interest issues and determinations;

(12) Requests for equitable adjustment valued over the SAT and contracting officer final decisions;

(13) Claims, disputes, and protests;

(14) Ratifications valued over the SAT and all Quantum Meruit Claims;

(15) Cure/show cause notices in procurements valued over the SAT;

(16) Terminations for default/cause or convenience (not applicable to unilateral purchase orders);

(17) Mistake in bid/offer type issues;

(18) Multi-year contract determinations (see FAR Subpart 17.1);

(19) Waivers of certified cost or pricing data requirements;

(20) Cost Accounting Standards issues to include waivers;

(21) Cost allowability/reasonableness/allocability determinations;

(22) Advance payments and contract financing (see FAR Subparts 32.1 through 32.5, and 32.10);

(23) Novation and change of name agreements;

(24) Bankruptcy related issues;

(25) Buy American Act, Balance of Payments Program, and/or Trade Agreements Act waivers;

(26) No-cost contracts; and

(27) Requests for extraordinary contract relief (see FAR Part 50).

(f) Procuring organizations shall promptly refer matters for legal review. All acquisition matters referred for legal review shall be accompanied by a complete file with supporting material as appropriate (hardcopy or digital) or with a link to the relevant contract documents if maintained on a networked system to which the legal office has access. Procuring organizations should consider and include the anticipated time for legal review in acquisition planning timelines. If a procuring organization is contacted by a non-government attorney, the activity or office will immediately notify Office of Counsel.

(g) This policy shall not be further supplemented without the approval of the DLA Acquisition Director in consultation with the DLA General Counsel. Procuring organizations may submit a request for exception to a specific part of the policy in this section to the DLA Acquisition Director, who will determine whether to grant an exception in consultation with the DLA General Counsel. Requests for exception shall be coordinated with the Office of Counsel and shall include a detailed and complete rationale for the exception.

# PART 2 – DEFINITIONS OF WORDS AND TERMS

*(Revised October 20, 2015 through PROCLTR 2016-01)*

**TABLE OF CONTENTS**

**SUBPART 2.1 – DEFINITIONS**

[2.101](#P2_101) Definitions.

**SUBPART 2.1 – DEFINITIONS**

*(Revised October 20, 2015 through PROCLTR 2016-01)*

**SUBPART 2.1 – DEFINITIONS**

**2.101 Definitions.**

*“Acquisition Strategy Review Panel (ASRP)”* means an oversight group that conducts a review after completion of the market research report and the Business Case Analysis (BCA) and prior to development of the acquisition plan to analyze and approve the proposed contracting approach. The HCA is the chairman and clearance authority; unless the SPE requires an ASRP, in which case the SPE is the ASRP chair. Panel members shall include the following: DLA Acquisition Director; DLA Logistics Operations Director; DLA Information Operations Director; DLA Comptroller; HCA and/or Director or Commander of contracting office; Technical, Program, or Service Manager of procuring organization; and the Military Service Program or Technical Manager. Panel advisors shall include the following: DLA Competition Advocate (COMPAD); DLA General Counsel; DLA Small Business Programs Director; and, for acquisition of services, the SSM and Component Level Lead (CLL) and Portfolio Manager.

*“Bridge contract”* means a non-competitive contract/order or contract/order extension with an existing contractor to bridge the time between the original end of that contractor’s contract/order (following exercise of all options or extension provisions meeting the requirements of FAR 17.207) and the competitive award of a follow-on contract/order.

“*Chief of the Contracting Office (CCO)*” means a Government employee with certification in the acquisition career field who has direct managerial responsibility for the operation of a contracting office as defined in FAR 2.1. CCOs are listed below.

|  |  |  |
| --- | --- | --- |
| **Contracting Activity** | **Contracting Office** | **CCO** |
| DLA Aviation | DLA Aviation Supplier Operations at Richmond (FA) | Deputy Directors, Supplier Operations |
|  | DLA Aviation Strategic Acquisition at Richmond (A) | Director and Deputy Director, Strategic Acquisition |
|  | DLA Aviation at Ogden (AU) | Director, Procurement Operations |
|  | DLA Aviation at Oklahoma City (AO) | Director, Procurement Operations |
|  | DLA Aviation at Warner Robins (AW) | Director, Procurement Operations |
|  | DLA Aviation at Philadelphia (AP) | Director, Procurement Operations |
|  | DLA Aviation at Huntsville (AH) | Director, Procurement Operations |
| DLA Energy | DLA Energy | Director, Procurement Process Support Directorate |
| DLA Land and Maritime | DLA Land and Maritime Procurement Process Support Directorate (BP) | Director, Procurement Process Support Directorate |
|  | DLA Land at Warren (ZG) | Director, Procurement Operations |
|  | DLA Land at Aberdeen (ZL) | Director, Procurement Operations |
|  | DLA Land at Albany (ZB) | Director, Procurement Process Support Directorate |
|  | DLA Maritime at Mechanicsburg (ZI) | Director, Procurement Operations |
| DLA Troop Support | DLA Troop Support (includes Medical, Subsistence, Clothing and Textile (C&T), Construction and Equipment (C&E), and Industrial Hardware Supply Chains; DLA Troop Support Europe and Africa; and DLA Troop Support Pacific) | Director, Procurement Process Support Directorate |
| DLA Acquisition | DLA Contracting Services Office (including locations at Philadelphia, Richmond, Columbus, Fort Belvoir, and Battle Creek) | Director, DLA Contracting Services Office |
|  | DLA Disposition Services | Director, Acquisition Directorate |
|  | DLA Distribution | Chief, Contracting Division |
|  | DLA Strategic Materials | Director of Contracting |
|  | DLA Document Services | Director, Contracting |
|  | Joint Contingency Acquisition Support Office | Chief, Contingency Contracting Office |

“*Head of agency*” or “*agency head*” means the DLA Acquisition Director.

“*Integrated Acquisition Review Board (IARB)*” means an oversight group that conducts a review at key decision points after the contracting approach has been approved by the ASRP. The IARB has the authority to continue the acquisition, modify the strategy, terminate the process, or determine how next phases should proceed. The HCA is the chairman and clearance authority. Board members shall include the following: DLA Acquisition Director, DLA Logistics Operations Director, DLA Information Operations Director, DLA Comptroller, HCA and/or Director or Commander of contracting office; Technical, Program, or Service Manager of procuring organization; and Military Service Program or Technical Manager. Board advisors shall include the following: DLA General Counsel; DLA Small Business Programs Director; DLA Competition Advocate (COMPAD); DLA Center of Excellence for Pricing (COEP); DLA Acquisition Division Chiefs or Deputy Chiefs; DLA Acquisition Peer Review Manager; procuring organization Office of Counsel, COMPAD, and price analyst(s); and, for acquisition of services, the SSM and Component Level Lead (CLL) and Portfolio Manager.

“*Major Subordinate Command (MSC)*” means the following six DLA field organizations: DLA Aviation, DLA Land and Maritime, DLA Energy, DLA Troop Suppory, DLA Disposition, and DLA Distribution.

“*Procuring Organizations*” means all DLA activities with contracting authority, and includes both contracting activities and contracting offices.

“*Strategic contracts (STRATCON*”*)* means those acquisitions that represent the highest risk and impact to mission criticality, warfighter operational support, financial investment, and stewardship responsibilities. Strategic contracts may include, but are not limited to, the following:

(1) Acquisitions subject to DoD Peer Review thresholds;

(2) Prime Vendor/Tailored Logistics Support;

(3) Performance-Based Logistics;

(4) Implementation of Captains of Industry recommendations and/or initiatives;

(5) Bridge contracts for existing Strategic Contracts;

(6) OCONUS acquisitions critical to current contingencies or major military operations;

(7) Acquisitions as identified by the DLA Director, DLA Vice Director, SPE, or SSM, including Strategic Partnerships with other Agencies, Undefinitized Contract Actions (UCA), and/or specified corporate contracts; and

(8) Acquisitions where there is known special or significant interest by members of Congress, the White House, media, Government Accountability Office, DoD Inspector General Office, Office of the Under Secretary of Defense for Acquisition, Technology and Logistics or its subordinate organizations, other Office of the Secretary of Defense organizations, or a high potential to attract such interest.

“*Tailored Logistics Support (TLS) Contract*” means an acquisition that targets support to the point of the customer’s need, and supports the full range of logistics functions, including shipping, receiving, storage, inventory management, and transportation or traffic visibility, to achieve a solution for a customer.

# PART 3 – IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST

*(Revised July 26, 2016 through PROCLTR 2016-08)*

**TABLE OF CONTENTS**

**SUBPART 3.1 – SAFEGUARDS**

[3.103](#P3_103) Independent pricing.

[3.104](#P3_104) Procurement integrity.

[3.104-1](#P3_104_1)  Definitions.

[3.104-3](#P3_104_3) Statutory and related prohibitions, restrictions and requirements.

[3.104-4](#P3_104_4) Disclosure, protection, and marking of contractor bid or proposal information and source

selection information.

[3.104-7](#P3_104_7) Violations or possible violations.

**SUBPART 3.2 – CONTRACTOR GRATUITIES TO GOVERNMENT PERSONNEL**

[3.203](#P3_203) Reporting suspected violations of the FAR Gratuities clause.

[3.204](#P3_204) Treatment of violations.

**SUBPART 3.3 – REPORTS OF SUSPECTED ANTITRUST VIOLATIONS**

[3.301](#P3_301) General.

SUBPART 3.7 – VOIDING AND RESCINDING CONTRACTS

[3.705](#P3_705) Procedures.

**SUBPART 3.8 – LIMITATION ON THE PAYMENT OF FUNDS TO INFLUENCE FEDERAL TRANSACTIONS**

[3.806](#P3_806) Processing suspected violations.

**SUBPART 3.9 – WHISTLEBLOWER PROTECTIONS FOR CONTRACTOR EMPLOYEES**

[3.903](#P3_903) Policy.

**SUBPART 3.1 – SAFEGUARDS**

*(Revised July 26, 2016 through PROCLTR 2016-08)*

**3.103 Independent pricing.**

Disclosure of prices during a reverse auction conducted by the Government, in which each offeror consents to public disclosure of its prices, including to other offerors, does not constitute a disclosure.

**3.104 Procurement integrity.**

**3.104-1 Definitions.**

Designated agency ethics official. The designated agency ethics official is the General Counsel. The contracting activity ethics official is the Chief Counsel. The contracting office ethics official is designated Counsel.

The Ombudsman for Procurement Integrity. The DLA Acquisition Deputy Director is the designated Ombudsman for Procurement Integrity.

**3.104‑3 Statutory and related prohibitions, restrictions, and requirements.**

In accordance with 41 U.S.C. 2107(1), offerors participating in a particular DLA reverse auction and their designated employees, and commercial auction providers and their designated employees are authorized to disclose and obtain the prices submitted by all offerors participating in that reverse auction.

**3.104-4 Statutory and related prohibitions, restrictions, and requirements.**

Oversight officials are authorized access to contractor bid or proposal information or source selection information to the extent necessary to perform their official duties.

**3.104-7 Violations or possible violations.**

(a)(1) Office of Counsel is the designee.

(b) The determination shall be coordinated with the Office of Counsel.

(f) The determination shall be coordinated with the Office of Counsel. Notification shall be provided to the DLA Acquisition Director.

**SUBPART 3.2 - CONTRACTOR GRATUITIES TO GOVERNMENT PERSONNEL**

*(Revised July 26, 2016 through PROCLTR 2016-08)*

**3.203 Reporting suspected violations of the FAR Gratuities clause.**

(a) Report suspected violation to the CCO and Office of Counsel.

(b) If the CCO reports a finding, refer the matter to the HCA.

**3.204 Treatment of violations.**

(a) The HCA is the designee.

(b) If the contractor requests a hearing, the HCA will conduct a hearing in coordination with designated counsel. Information submitted by the contractor during the hearing will be considered in reaching a final decision. If the contractor elects not to have a hearing but submits information, that information will be considered in reaching a final decision.

**SUBPART 3.3 – REPORTS OF SUSPECTED ANTITRUST VIOLATIONS**

*(Revised July 26, 2016 through PROCLTR 2016-08)*

**3.301 General.**

(b) Report suspected antitrust violations to the Office of Counsel.

**SUBPART 3.7 – VOIDING AND RESCINDING CONTRACTS**

*(Revised July 26, 2016 through PROCLTR 2016-08)*

**3.705 Procedures.**

(a) Reporting. The General Counsel is the designee.

**SUBPART 3.8 – LIMITATION ON THE PAYMENT OF FUNDS TO INFLUENCE FEDERAL TRANSACTIONS**

*(Revised July 26, 2016 through PROCLTR 2016-08)*

**3.806 Processing suspected violations.**

Suspected violations shall be referred to Office of Counsel.

## SUBPART 3.9 – WHISTLEBLOWER PROTECTIONS FOR CONTRACTOR EMPLOYEES

*(Revised July 26, 2016 through PROCLTR 2016-08)*

**3.903 Policy.**

(5) Complaints shall be forwarded to Office of Counsel.

# PART 4 – ADMINISTRATIVE MATTERS

*(Revised March 9, 2018 through PROCLTR 2018-05)*

**TABLE OF CONTENTS**

**SUBPART 4.2 – CONTRACT DISTRIBUTION**

[4.270](#P4_270) Electronic Document Access.

[4.270-2](#P4_270_2) Procedures

**SUBPART 4.5 – ELECTRONIC COMMERCE IN CONTRACTING**

[4.502](#P4_502) Policy.

**SUBPART 4.7 – Contractor Records Retention**

[4.703](#P4_703) Policy.

**SUBPART 4.8 – GOVERNMENT CONTRACT FILES**

[4.802](#P4_802) Contract files.

[4.804](#P4_804) Closeout of contract files.

[4.805](#P4_805) Storage, handling and contract files.

**SUBPART 4.13 – PERSONAL IDENTITY VERIFICATION**

[4.1302](#P4_1302) Acquisition of approved products and services for personal identity verification.

[4.1303](#P4_1303) Contract clause.

[4.1303-90](#P4_1303_90) Contract clause – personal identity verification of contractor personnel.

**SUBPART 4.16 – UNIQUE PROCUREMENT INSTRUMENT IDENTIFIERS**

[4.1601](#P4_1601) Policy.

**SUBPART 4.71 – UNIFORM CONTRACT LINE ITEM NUMBERING SYSTEM**

[4.7103-2](#P4_7103_2) Numbering procedures.

[4.7104-2](#P4_7104_2) Numbering procedures.

**SUBPART 4.73 – SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING**

[4.7303-1](#P4_7303_1) General.

[4.7303-2](#P4_7303_2) Safeguarding controls and requirements.

[4.7303-3](#P4_7303_3) Cyber incident and compromise reporting.

[4.7303-4](#P4_7303_4) DoD damage assessment activities.

## SUBPART 4.2 – CONTRACT DISTRIBUTION

*(Revised September 9, 2016 through PROCLTR 2016-09)*

**4.270 Electronic Document Access.**

**4.270-2 Procedures.**

(a)(2) Contracting officers will accept or reject contract deficiency reports (CDRs) in EDA within 10 days of submission, and resolve the CDR within 30 days of submission. The DLA Acquisition Operations Division is responsible to track and report performance on a monthly basis to the SPE. Procuring organizations shall track and report monthly to the HCA.

**SUBPART 4.5 – ELECTRONIC COMMERCE IN CONTRACTING**

*(Revised September 9, 2016 through PROCLTR 2016-09)*

**4.502 Policy.**

(b) The DLA Internet Bid Board System (DIBBS) <https://www.dibbs.bsm.dla.mil> is the DLA supplier-facing portal utilized to:

(i) Post solicitations, solicitation amendments, awards, and award modifications

(ii) Facilitate submission of quotations by suppliers in response to request for quotations

(iii) Enable upload of offers in response to request for proposals

(iv) Convey important messages to the supplier community

(v) Transmit notices of proposed contract actions and awards to the GPE/FedBizOpps.

DIBBS solicitations for purchase orders and contracts (except indefinite delivery/indefinite quantity task or delivery order contracts, requirements contracts, and multiple award federal supply schedule-type contracts) shall include procurement note L01.

\*\*\*\*\*

L01 Electronic Award Transmission (SEP 2016)

Notice of awards are provided to suppliers by either:

(1) Electronic email containing a link to the electronic copy of the Department of Defense (DD) Form 1155, Order for Supplies or Services, on the DIBBS; or

(2) Electronic Data Interchange (EDI) 850 utilizing American National Standards Institute (ANSI) X12 Standards through a DLA transaction services approved value added network (VAN).

Information regarding EDI, ANSI X12 transactions and DLA transaction services approved Value Added Networks (VANs) can be obtained at <https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp.>

Questions concerning electronic ordering should be directed to the appropriate procuring organization point of contact below:

DLA Land and Maritime, [Helpdesk.EBS.L&M.LTCs@dla.mil](mailto:Helpdesk.EBS.L&M.LTCs@dla.mil)

DLA Troop Support, [dlaedigroup@dla.mil](mailto:dlaedigroup@dla.mil)

DLA Aviation, [avnprocsysproceddiv@dla.mil](mailto:avnprocsysproceddiv@dla.mil), phone # 804-279-4026

\*\*\*\*\*

DIBBS solicitations for indefinite-delivery/indefinite quantity task or delivery order contracts, requirements contracts, and multiple award federal supply schedule-type contracts shall include procurement note L02.

**\*\*\*\*\***

L02 Electronic Order Transmission (SEP 2016)

Offerors shall identify one of the following alternatives for paperless order transmission:

( ) American National Standards Institute (ANSI) X12 Standards through a DLA transaction services approved value added network (VAN).

( ) Electronic mail (email) award notifications containing web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services.

Email notification requires registration on the DLA Internet Bid Board System (DIBBS) home page at <https://www.dibbs.bsm.dla.mil/>.

If the offeror elects ANSI/VAN order transmission, DLA will send Electronic Data Interchange (EDI) transaction sets at time of award. The contractor shall acknowledge receipt of transaction sets with a functional acknowledgement or order receipt message within 24 hours. If the award transaction set is received on a weekend or Federal holiday, the acknowledgement must be received on the next working day. This acknowledgement will confirm that the contractor’s interface with the system is working as needed for contract ordering.

Note: Information regarding EDI, ANSI X12 transactions, and DLA transaction services approved VANs can be obtained from the DAAS web site by going to [https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp.](https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp)

Questions concerning electronic ordering should be directed to the appropriate procuring organization point of contact below:

DLA Land and Maritime, [Helpdesk.EBS.L&M.LTCs@dla.mil](mailto:Helpdesk.EBS.L&M.LTCs@dla.mil)

DLA Troop Support, [dlaedigroup@dla.mil](mailto:dlaedigroup@dla.mil)

DLA Aviation, [avnprocsysproceddiv@dla.mil](mailto:avnprocsysproceddiv@dla.mil), phone # 804-279-4026

\*\*\*\*\*

## SUBPART 4.7 - CONTRACTOR RECORDS RETENTION

*(Revised September 9, 2016 through PROCLTR 2016-09)*

**4.703 Policy.**

(a) Contractors other than manufacturers shall make available documents that demonstrate the item conforms to the technical requirements and is from the actual manufacturer. Solicitations and awards shall include procurement note C03.

\*\*\*\*\*

C03 Contractor Retention of Supply Chain Traceability Documentation (SEP 2016)

(1) By submitting a quotation or offer, the contractor agrees that, when the contractor is not the manufacturer of the item, it is confirming that it currently has or will obtain before delivery and shall retain documented evidence (supply chain traceability documentation) that the item is from the approved manufacturer and conforms to the technical requirements. The retention period is five years after final payment under this contract.

(2) At a minimum, the supply chain traceability documentation for the item shall include: basic item description, part number and/or national stock number, manufacturing source, manufacturing source’s Commercial and Government Entity (CAGE) code, and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to item(s) acceptance by the Government. The documentation should also include, where available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers.

(3) Examples of acceptable supply chain traceability documentation can be found at:

<http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/>

(4) The contractor shall immediately make available documentation upon request of the contracting officer. The contracting officer determines the acceptability and sufficiency of documentation. If the contractor fails to retain or provide the documentation or the contracting officer finds the documentation to be unacceptable, corrective action may be taken including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

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**SUBPART 4.8 – GOVERNMENT CONTRACT FILES**

*(Revised March 9, 2018 through PROCLTR 2018-05)*

**4.802 Contract files.**

(f) DLR sites shall follow the processes and systems at the Military Services sites.

**4.804 Closeout of contract files.**

Contracting officers shall follow the FAR standard timeframe for closeout. Contracting officers shall assess the validity of their unliquidated obligations (ULOs) that are 120 calendar days or more past the contract delivery date and document the results by following the Process Cycle Memorandum (PCM), P\_P2P\_1\_eProcurement Contract Award to Closeout. Resolution of ULOs is required upon physical completion with the exception of any contract in litigation, termination, or contractor bankruptcy. DLA Acquisition and DLA Finance have authorized the removal of ULOs and undelivered orders (UDOs) with remaining funds of $600 or less and expired contract delivery dates equal to or greater than 120 days in DLA EBS (see memorandum at <https://eworkplace.dla.mil/sites/S7/J8/Leadership%20Messages/Write%20Off%20Letter%20Signed.pdf>).

**4.805 Storage, handling, and contract files.**

(a) Procuring organizations shall follow the Records Management Procurement Job Aid for storage and retrieval of electronic documents. Procuring organizations shall store all acquisition contract file records in EProcurement “Records Management,” the official DLA records repository, except as stated in 4.805(b).

(b) Procuring organizations shall maintain contents of contract files outside EProcurement Records Management in accordance with the following:

(1) Maintain documents containing personally identifiable information (PII), legal reviews, documents marked as contractor proprietary information, and oversized or voluminous documents as a hard copies or in an electronic, restricted-access location (e.g., eWorkplace Sharepoint site or local share drive).

(2) Maintain classified documents in hard copy only.

(3) Maintain material that cannot be converted to electronic format (e.g., samples, models) in a secured, restricted-access location.

(4) Include a reference statement in the Records Management contract file notifying authorized users of the location of any document or material maintained outside Records Management.

(5) Maintain contractor bid or proposal information or any other source selection

information not marked proprietary as hard copies or in an electronic, restricted-access location until time of award. After award, procuring organizations may upload the documents into Records Management or maintain them in an electronic, restricted-access location. Procuring organizations may maintain oversized or voluminous documents as hard copies. (c) HCAs shall ensure compliance with this policy.

(S-90) Retain Financial Management Regulation records for 10 years in accordance with DLA Finance Director memorandum dated September 15, 2016, SUBJECT: New DoD Change for Financial Record Retention in Support of Audit Compliance. This policy applies only to records necessary to support financial transactions and financial statement balances; and document evidence of effective internal controls over financial reporting (e.g., reviews and approvals).

**SUBPART 4.13 – PERSONAL IDENTITY VERIFICATION**

*(Revised September 9, 2016 through PROCLTR 2016-09)*

**4.1302 Acquisition of approved products and services for personal identity verification.**

(c) DLA Information Operations is responsible for determining compliance.

**4.1303 Contract clause.**

**4.1303-90 Contract clause – personal identity verification of contractor personnel.**

The contracting officer shall insert clause [52.204-9000](#P52_204_9000) in solicitations and contracts that contain FAR 52.204-9, Personal Identity Verification of Contractor Personnel, when contract performance requires contractor access to a Federally controlled facility and/or access to a Federally controlled information

system. Contractors requiring intermittent access for a period of less than six months shall obtain approval from the installation security office through the contracting officer.

When the contractor employee(s) is/are required to obtain a Common Access Card (CAC) and DLA will serve as the Trusted Agent, follow the procedures in the Contractor Common Access Card (CAC) Issuance and Accountability Process for DLA Contracts, found at <https://eworkplace.dla.mil/sites/S18/Pages/SOP.aspx>.

For all contracts where contractor CACs and/or Installation Access Badgeswill be issued, contracting officers shall ensure that responsibilities for oversight and retrieval of contractor CACs and Installation Access Badges are addressed in the COR designation letter. If a COR is not designated, the contracting officer is responsible for oversight and retrieval of contractor CACs and Installation Access Badges issued under the contract.

If contract performance is to occur at a non-DLA site and the site has physical site and/or information technology security requirements, in addition to the DLA CAC requirements, the contracting officer shall identify those requirements and include them in the solicitation and subsequent contract.

**SUBPART 4.16 – UNIQUE PROCUREMENT INSTRUMENT IDENTIFIERS**

*(Revised September 9, 2016 through PROCLTR 2016-09)*

**4.1601 Policy.**

(a) This process, for Business Process Analyst use only, is located in the Procurement Job Aid applicable to PIIN maintenance in EP and ECC:

Supplier Relationship Management (SRM)/EProcurement:

[Table Maintenance: Maintaining PIIN Tables](https://eworkplace.dla.mil/sites/S9/Shared%20Documents/Forms/AllItems.aspx?RootFolder=%2Fsites%2FS9%2FShared%20Documents%2FEBS%20ONLINE%20HELP%2FePROCUREMENT%2FTable%20Maintenance)

[Table Maintenance: Maintaining Basic Agreement PIIN/SPIIN Tables](https://eworkplace.dla.mil/sites/S9/Shared%20Documents/Forms/AllItems.aspx?RootFolder=%2Fsites%2FS9%2FShared%20Documents%2FEBS%20ONLINE%20HELP%2FePROCUREMENT%2FTable%20Maintenance)

Enterprise Core Component (ECC):

[Table Maintenance: PIIN and Call Number Table Maintenance and Associated Error Workflow Tables](https://eworkplace.dla.mil/sites/S9/Shared%20Documents/Forms/AllItems.aspx?RootFolder=%2Fsites%2FS9%2FShared%20Documents%2FEBS%20ONLINE%20HELP%2FPROCUREMENT%20DOCUMENTS%2FTable%20Maintenance)

## SUBPART 4.71 – UNIFORM CONTRACT LINE ITEM NUMBERING SYSTEM

**4.7103-2 Numbering procedures.**

DEVIATION 17-01 authorizes DLA Disposition Services to use a hazardous waste (HW) Profile-Based CLIN/sub-CLIN numbering structure. This deviation expires on December 19, 2019.

**4.7104-2 Numbering procedures.**

Reference [4.7103-2](#P4_7103_2).

## SUBPART 4.73—SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING

**4.7303-1 General.**

The requiring activity for DLA managed items varies, but generally will be the organization or activity submitting the requirement.

**4.7303-2 Safeguarding controls and requirements.**

Provide a copy of the submission to J6 Cybersecurity for DLA managed items. DLR contracting officers provide a copy of the submission to the Military Service CIO.

**4.7303-3 Cyber incident and compromise reporting.**

(a)(1) The contracting officer shall also send the incident report for DLA managed items via encrypted e-mail to [DLACyberIncidentReport@dla.smil.mil](mailto:DLACyberIncidentReport@dla.smil.mil) and copy their supervisor, and DLR contracting officers shall also send a copy of the incident report to the Military Service CIO. The contract file shall be documented accordingly.

(a)(3)(i) Consultation and assessment will be performed for DLA managed items by the J6 Cybersecurity and DLA Intelligence Office. Include the requiring activity for DLA managed items.

(c) Email requests for DLA managed items encrypted to the contractors and [DLACyberIncidentReport@dla.smil.mil](mailto:DLACyberIncidentReport@dla.smil.mil).

**4.7303-4 DoD damage assessment activities.**

Email correspondence for DLA managed items encrypted to [DLACyberIncidentReport@dla.smil.mil](mailto:DLACyberIncidentReport@dla.smil.mil).

**PART 5 – PUBLICIZING CONTRACT ACTIONS**

*(Revised July 26, 2016 through PROCLTR 2016-08)*

**TABLE OF CONTENTS**

**SUBPART 5.1 – DISSEMINATION OF INFORMATION**

[5.101](#P5_101) Methods of disseminating information.

**SUBPART 5.2 – SYNOPSES OF PROPOSED CONTRACT ACTIONS**

[5.201](#P5_201) General.

[5.202](#P5_202) Exceptions.

**SUBPART 5.3 – SYNOPSES OF CONTRACT AWARDS**

[5.301](#P5_301) General.

[5.303](#P5_303) Announcement of contract awards.

**SUBPART 5.4 – RELEASE OF INFORMATION**

[5.404](#P5_404) Release of long‑range acquisition estimates.

[5.404‑1](#P5_404_1) Release procedures.

## SUBPART 5.1 – DISSEMINATION OF INFORMATION

*(Revised July 26, 2016 through PROCLTR 2016-08)*

**5.101 Methods of disseminating information.**

(a) The synopsizing and public display requirements at FAR 5.101(a)(2) are satisfied when the solicitation is posted on DIBBS.

## SUBPART 5.2 – SYNOPSES OF PROPOSED CONTRACT ACTIONS

*(Revised July 26, 2016 through PROCLTR 2016-08)*

**5.201 General.**

(b)(2) Notice is satisfied when the solicitation is posted on DIBBS.

**5.202 Exceptions.**

(a)(13) Proposed contract actions exceeding $25,000 but not expected to exceed $150,000 posted on DIBBS meet this exception when the solicitations contain:

(i) NSNs/Materials that are numeric or begin with letters “G,” “M,” “S,” or “L.”

(ii) A PIIN/PIID with the 9th position equal to “Q,” “T,” or “U.”

(iii) Delivery terms expressed in a number of days after date of award (ADO) for all proposed contract lines.

(iv) Incoterms that are the same for all proposed contract lines.

**SUBPART 5.3 – SYNOPSES OF CONTRACT AWARDS**

*(Revised July 26, 2016 through PROCLTR 2016-08)*

**5.301 General.**

(a)(1) Synopsis through the GPE/FedBizOpps is accomplished in EBS automatically for all awards posted on DIBBS.

**5.303 Announcement of contract awards.**

(a) Public announcement. Submit the required information via email in paragraph form to the DLA Public Affairs Office at DLAContractAwards@dla.mil two full work days prior to the date of award. Failure to submit the information timely requires a revision to the proposed award date.

**SUBPART 5.4 – RELEASE OF INFORMATION**

*(Revised July 26, 2016 through PROCLTR 2016-08)*

**5.404 Release of long-range acquisition estimates.**

**5.404‑1 Release procedures.**

(a) The HCA is the designee.

**PART 6 – COMPETITION REQUIREMENTS**

*(Revised October 24, 2016 through PROCLTR 2016-10)*

**TABLE OF CONTENTS**

**SUBPART 6.2 – FULL AND OPEN COMPETITION AFTER EXCLUSION OF SOURCES**

[6.202](#P6_202) Establishing or maintaining alternative sources.

**SUBPART 6.3 – OTHER THAN FULL AND OPEN COMPETITION**

[6.303](#P6_303) Justifications.

[6.303‑2](#P6_303_2) Content.

[6.305](#P6_305) Availability of the justification.

[6.305-90](#P6_305_90) Oversight program.

**SUBPART 6.5 –ADVOCATES for COMPETITION**

[6.501](#P6_501) Requirement.

[6.503](#P6_503)  Annual reporting requirements.

**SUBPART 6.2 – FULL AND OPEN COMPETITION AFTER EXCLUSION OF SOURCES**

*(Revised October 24, 2016 through PROCLTR 2016-10)*

**6.202 Establishing or maintaining alternative sources.**

(b)(1) By memorandum dated July 30, 2015, the DLA Acquisition Director has delegated approval and signature authority to the HCAs for the determination and findings required to exclude a source under FAR 6.202(b)(1) for procurements within their contracting activity. This authority may not be further delegated.

**SUBPART 6.3 – OTHER THAN FULL AND OPEN COMPETITION**

*(Revised October 24, 2016 through PROCLTR 2016-10)*

**6.303 Justifications**.

**6.303‑2 Content.**

For AMSC A or H coded items, follow the annual screening and review requirements in DFARS 217.7506. J&As will state that AMSC A and/or H coded items will not be placed on contract (or will be removed from contract, as applicable) if the annual screening and review does not result in assignment of a permanent AMSC code within one year of the date the J&A is approved.

**6.305 Availability of the justification.**

**6.305-90 Oversight program.**

The oversight required by Defense Procurement Acquisition Policy in response to GAO report GAO-14-304, “Federal Contracting: Noncompetitive Contracts Based on Urgency Need Additional Oversight” dated March 26, 2014, is:

(a) HCAs shall monitor FPDS-NG data monthly for compliance with justification and approval (J&A) signature requirements and posting timelines for awards using the unusual and compelling urgency exception. The FPDS-NG data elements Extent Competed and Reason Not Competed and the FPDS code URG will be used in reporting.

(b) HCAs shall compile a quarterly report of the results of the monthly data collected as required in 6.305-90(a). Reports shall be submitted to the DLA Acquisition Policy Division by the 5th working day after the end of the quarter. The report must include the following information:

(1) FPDS-NG data elements: Solicitation number, contract number, original contract award dollar value (excluding options), award date, modification number, modification’s dollar value increase, and award date;

(2) Period of performance/estimated completion date; J&A approval authority’s name, title, and signature date; and J&A posting date.

(3) Identification of all contract actions not in compliance with required J&A approval levels and posting timeframes and corrective action.

(c) The DLA Acquisition Policy Division will prepare an enterprise summary for the DLA Acquisition Director by the 10th working day after the end of the quarter.

**SUBPART 6.5 –ADVOCATES FOR COMPETITION**

*(Revised October 24, 2016 through PROCLTR 2016-10)*

**6.501 Requirement.**

(1)The DLA Acquisition Deputy Director is the Agency Competition Advocate.

(2) The HCAs shall appoint competition advocates and alternates.

**6.503 Annual reporting requirements.**

(b)(2) Procuring organization competition advocates shall submit their annual competition report to the DLA Acquisition Policy Division by 15 November each year.

**PART 7 – ACQUISITION PLANNING**

*(Revised December 27, 2016 through PROCLTR 2017-09)*

**TABLE OF CONTENTS**

**SUBPART 7.1 – ACQUISITION PLANS**

[7.102](#P7_102) Policy.

[7.103](#P7_103) Agency-head responsibilities.

[7.105](#P7_105) Contents of written acquisition plans.

[7.107](#P7_107) Additional requirements for acquisitions involving consolidation, bundling, or substantial

bundling.

[7.107-2](#P7_107_2) Consolidation.

[7.107-3](#P7_107_3) Bundling.

**SUBPART 7.2 – PLANNING FOR THE PURCHASE OF SUPPLIES IN ECONOMIC QUANTITIES**

[7.204](#P7_204) Responsibilities of Contracting Officer.

## SUBPART 7.1 – ACQUISITION PLANS

*(Revised December 27, 2016 through PROCLTR 2017-09)*

**7.102 Policy.**

(a) Written acquisition plans are required for all acquisitions expected to exceed the simplified acquisition threshold (SAT), including those accomplished by means of direct or assisted acquisitions using non-DoD contract vehicles such as Federal Supply Schedules. Actions exempt from this requirement are:

(1) Individual orders (except orders greater than the SAT against non-DoD contracts) against contracts when the contract-level acquisition plan is adequate to cover all anticipated orders and the order is issued in strict compliance with the terms of the basic contract.

(2) A modification of the contract.

(3) Acquisition of replenishment parts, below DFARS 207.103 thresholds (where applicable).

(b) Acquisition plans shall be completed and approved prior to solicitation issuance. The clearance authority levels in DLAD [1.690-1](#P1_690_1) apply.

(c) For urgent requirements, the HCA is authorized to waive the requirement for approval prior to solicitation issuance.

(d) Use the Commercial Item Pre-Solicitation Documentation Memorandum for Record as documentation of the acquisition plan (see DLAD 13.500(S-91)) for acquisitions of supplies and services procured under FAR 13.5.

(e) The level of detail provided in the acquisition plan should be commensurate with the complexity and dollar value of the acquisition.

(1) The acquisition plan shall accompany justifications for other than full and open competition (see FAR [6.301](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm#P69_8510), and [6.304](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm#P222_31536)) when submitted to the procuring organization competition advocate (COMPAD). Procuring organization COMPADs shall also be provided a copy of the acquisition plan for acquisitions with a history of only one offer received and with no expectation of price competition.

**7.103 Agency-head responsibilities.**

(a) Procuring organization COMPADs, small business specialists, technical personnel, and program managers are the resources to assist contracting officers in expanding competition.

(b) Procuring organization COMPADs, small business specialists, technical personnel, and program managers are the resources to assist contracting officers in expanding the use of commercial items.

(d)(i)(B) An acquisition valued over the SAT but less than $50 million for all years requires a written streamlined acquisition plan (SAP) (see template in [53.9007(a)](#P53_9007_a)). For acquisitions valued $50 million or more for all years or $25 million or more for any fiscal year, follow DFARS 207.103(d)(i)(B).

(g) The component level lead (CLL) must coordinate on acquisition plans for services acquisitions valued over $10 million. A CLL shall conduct a review within three (3) business days. Any comments received from the CLL shall be considered and addressed in a memorandum for the file and shared with the CLL prior to solicitation issuance. For information purposes, provide acquisition plans for awarded contracts for services valued between $1 million and less than $10 million to the DLA Services Program Manager and/or applicable CLL.

**7.105 Contents of written acquisition plans**

(b)(19) *Contract administration.* A contract management plan (CMP) is required when an acquisition has performance requirements in addition to delivery and the contracting officer retains administration functions (reference [42.302](#P42_302)(a)). The CMP describes how performance shall be monitored over the life of the contract. The CMP identifies who is responsible for performing each function and the oversight schedule. Oversight functions include post award conference, order receipt/acceptance and invoice process, performance metrics, incidental services, subcontracting plan, exercise of options, domestic preference provisions, repricing actions, and contract closeout. Each CMP must be tailored to address the specific acquisition. The primary purpose of the CMP is to ensure sufficient resources for contract administration. The CCO must ensure resources are balanced across all CMPs. The CMP approval authority is the same as that of the acquisition plan. Changes to the CMP after contract award shall be approved at the same level as the original contract action, with a copy to the CCO. However, the CCO approves CMP changes if the contract action approval authority was at a level higher than the CCO.

**7.107 Additional requirements for acquisitions involving consolidation, bundling, or substantial bundling.**

**7.107-2 Consolidation.**

(b) For all procuring organizations, the SPE has delegated the authority to execute consolidation determinations to the CCO for acquisitions valued over $2 million up to $10 million, and to the HCA for acquisitions valued over $10 million up to $100 million. The delegations also include the authority to approve acquisitions involving consolidations in which the expected benefits do not meet the thresholds for a substantial benefit but are critical to the agency's mission success and the acquisition strategy provides for maximum practicable participation by small business concerns. The SPE is the determining authority for procurements over $100 million.

**7.107-3 Bundling.**

(f)(2) Submit the justification to the DLA Acquisition Operations Division. Approval must be obtained prior to issuing the solicitation. The SPE has approval authority, without power of delegation.

## SUBPART 7.2 – PLANNING FOR THE PURCHASE OF SUPPLIES IN ECONOMIC QUANTITIES

*(Revised December 27, 2016 through PROCLTR 2017-09)*

**7.204 Responsibilities of contracting officers**

(a) The contracting officer shall submit a referral to the material planner citing the proposed the economic purchase quantity. Material planners will use this data to evaluate economic order quantities for supplies and shall advise the contracting officer of any change to the original requirement.

**PART 8 – REQUIRED SOURCES OF SUPPLIES AND SERVICES**

*(Revised December 16, 2016 through PROCLTR 2017-07)*

**TABLE OF CONTENTS**

**SUBPART 8.4 – FEDERAL SUPPLY SCHEDULES**

[8.490](#P8_490) DoD electronic mall (EMALL).

**SUBPART 8.7 – ACQUISITION FROM NONPROFIT AGENCIES EMPLOYING PEOPLE WHO ARE BLIND OR SEVERELY DISABLED**

[8.703](#P8_703) Procurement List.

[8.703-90](#P8_703_90) Policy for additions of AbilityOne products to the procurement list.

**SUBPART 8.4 – FEDERAL SUPPLY SCHEDULES**

*(Revised December 16, 2016 through PROCLTR 2017-07)*

**8.490 DoD electronic mall (EMALL).**

(a) General. Access the DoD EMALL site at <https://dod-emall.dla.mil/acct/>. DoD contractors may be authorized to order using DoD EMALL (FAR Subpart 51.1). For Government Purchase Cardholders refer to 13.301.

(b) Policy. DoD EMALL makes ordering available for DLA, military service, or GSA assigned or managed catalog products under contract with DLA, a military service, or GSA. “Open market” catalogs, which are catalogs of products not under contract with DLA, a military service, or GSA, are not permitted on DoD EMALL.

(c) Responsibilities.

(1) The Office of the Secretary of Defense (AT&L/Defense Procurement and Acquisition Policy) is the DoD Executive Agent for DoD EMALL and is responsible for issuing DoD EMALL policy.

(2) DLA Logistics Information Service is responsible for DoD EMALL program operations. DLA Information Operations J6, is responsible for DoD EMALL IA/IT architecture, including information assurance.

(d) Contracting.

(1) The DLA Contracting Services Office – Philadelphia is responsible for DLA contracts awarded for placement on DoD EMALL and shall comply with the following:

(i) Issue contracts only for DLA~~-~~assigned or managed items and use the delegated authority from GSA to create Federal Supply Schedule (FSS) type contracts to the maximum extent practicable. Base schedule groupings on product type and other relevant considerations;

(ii) Consider GSA Acquisition Manual (GSAM) guidelines and GSA contracting practices when issuing FSS contracts. The contracting officer may use specific GSA clauses, procedures, and practices if determined to be in the best interest of the Government. When issuing FSS contracts, comply with FAR Part 38;

(iii) Determine price reasonableness using a valid price analysis technique in accordance with FAR Subpart 15.4. Price analysis is required, because DoD EMALL contracts are not directly competed on a price basis before being added to DoD EMALL.

(iv) Include a compliance requirement with DLIS rules of governance for contractors in DoD EMALL contracts; and

(v) Before removing a contract from DoD EMALL, determine if contract termination is appropriate.

(2) DoD EMALL contracts must not include Qualified Product List and critical safety items. DLA may restrict other types of items, such as body armor, from placement on DoD EMALL contracts.

(i) The DLA Contracting Services Office – Philadelphia performs a review of catalogs to cross-reference part numbered items to NSNs. The DLIS Program Management Office periodically conducts similar reviews after contract award and throughout the life of the contract.

(ii) Contracting officers must not place DLA stocked NSNs on DoD EMALL contracts, unless the contract contains a unique ordering corridor available only to DLA personnel. The DoD EMALL Office within the DLA Acquisition Policy Division develops restricted item lists and enforces compliance.

(iii) Contracting officers may allow ordering using DoD EMALL against contracts awarded for purposes other than DoD EMALL placement. The DoD EMALL-specific contract item restrictions do not apply to orders placed using DoD EMALL under these circumstances.

(3) Each procuring organization shall review and approve items for inclusion on DoD EMALL contracts. Each organization must appoint a DoD EMALL point of contact to review and approve items and address other organization-related DoD EMALL issues. The point of contact serves as a liaison to the J7 DoD EMALL Office and helps resolve issues related to the DoD EMALL program.

(4) Ordering. Ordering against DoD EMALL contracts is subject to FAR and for DoD EMALL FSS-type contracts to DFARS Subpart 8.4. Orders against non-DoD EMALL contracts available for ordering on DoD EMALL are subject to the ordering requirements applicable to the particular contract. DoD EMALL orders are normally limited to the SAT. Customers are responsible for complying with applicable ordering requirements, including competition requirements.

**SUBPART 8.7 – ACQUISITION FROM NONPROFIT AGENCIES EMPLOYING PEOPLE WHO ARE BLIND OR SEVERELY DISABLED**

*(Revised December 16, 2016 through PROCLTR 2017-07)*

**8.703 Procurement List.**

**8.703-90 Policy for additions of AbilityOne products to the procurement list.**

(a) The 1971 Supply Management Relationship Agreement between DoD and GSA gives DoD authority to buy assigned items for the Federal Government. DoD assigned this authority to DLA.

(b) DLA works with AbilityOne to add DLA-managed and bought items to its procurement list.

(1) Refer to the AbilityOne site for general guidance at http://www.abilityone.gov/procurement\_list/services\_commodity.html.

(2) When adding NSNs managed by DLA to the list, the AbilityOne liaison works with the contracting officer and the Small Business Office to gain approval. All parties must consider requirements, pricing, costs, drawings and specifications, and proposed delivery schedules. The contracting officer signs the price concurrence letter, AbilityOne form CBSD 1005, when receiving an agreeable price proposal. The contracting officer must complete the actions within 30 days.

(3) AbilityOne must send a business case analysis with supporting documents to the contracting officer and the Small Business Office when adding managed or procured items assigned to DLA for Total Government Requirement (TGR) or a Broad Government Requirement (BGR).

(i) Central Nonprofit Agency (CNA), NIB, or Source America sends the BCA to the Small Business Office AbilityOne liaison to begin the review. The Small Business Office verifies the NSN and contacts the NSN owner. When the material does not match an NSN, DLA cannot create a new NSN.

(ii) The procuring organization shall name a contracting officer to review the BCA and evaluate the AbilityOne request. The contracting officer must have responsibility for the DLA item proposed for addition. The contracting officer must:

(A) Review the BCA and supporting documents.

(B) Conduct a market comparison to document price reasonableness. The contracting officer must find the price fair and reasonable. DLA does not expect AbilityOne to offer the lowest price or to offer prices matching out-of-date prices, loss leaders, salvage prices, or sale prices, especially when using raw materials that have high market volatility. AbilityOne pricing is based on free on board (f.o.b.) origin.

(4) When the BCA adequately identifies a need, the contracting officer should consider sponsorship regardless of demand history.

(i) When considering adding an NSN to the AbilityOne list, the contracting officer reviews for long-term contract coverage. If a long-term contract exists for the item, the contracting officer may base price reasonableness on comparison with the current contract price.

(ii) When comparing the proposed fair market price (FMP) to an f.o.b. destination contract price, the contracting officer should add the estimated freight to the proposed FMP for an accurate comparison.

(iii) When that cost is unreasonably higher than the current DLA f.o.b. destination contract price, the contracting officer documents the addition as not in the Government’s best interest. The contracting officer tells the AbilityOne liaison the decision. The CNA may either propose a lower price or withdraw the BCA.

(5) If the contracting officer agrees with the proposed addition, the contracting officer shall sign and electronically send AbilityOne Form CBSD 1005 to the AbilityOne liaison. Include the BCA number for the proposal. Contracting officers shall make their best efforts to complete these actions within 30 days. The AbilityOne liaison sends the addition information to the CNA.

(6) The CNA confirms receipt and tells AbilityOne it is ready for production. The contracting officer decides the suitable contracting vehicle for the item. The contracting officer should consider the Government-wide nature of the procurement list and ensure item availability to all Federal agencies.

(i) For NSNs on long-term contract or BPA, the contracting officer shall confirm when the current option period expires.

(ii) DLA may add NSNs to AbilityOne agreements after receipt of the addition notice and the CNA ready letter.

(iii) DLA cannot add NSNs on requirements contracts to AbilityOne agreements until after the current option period expires.

(iv) For NSNs on a prime vendor contract, the contracting officer decides whether to have the prime vendor buy the product from AbilityOne or remove the NSN from the contract. If the prime vendor removes the item from contract, then DLA can add it to an AbilityOne agreement.

**PART 9 – CONTRACTOR QUALIFICATIONS**

*(Revised May 17, 2018 through PROCLTR 2018-08)*

**TABLE OF CONTENTS**

**SUBPART 9.1 – RESPONSIBLE PROSPECTIVE CONTRACTORS**

[9.100](#P9_100) Scope of subpart.

9.100-90 Business decision analytics (BDA) dashboard.

[9.104](#P9_104) Standards.

[9.104-2](#P9_104_2) Special standards.

[9.105 Procedures.](#P9_105)

[9.105-1 Obtaining information.](#P9_105_1)

[9.106](#P9_106) Preaward surveys.

[9.106-2 Requests for preaward surveys.](#P9_106_2)

[**SUBPART 9.2 – QUALIFICATIONS REQUIREMENTS**](http://farsite.hill.af.mil/reghtml/regs/other/dlad/part09.htm#P532_45488)

[9.202 Policy.](#P9_202)

[9.203](#P9_203) QPL’s, QML’s, and QBL’s.

[9.204](#P9_204) Responsibilities for establishment of a qualification requirement.

[9.270](#P9_270) Aviation and ship critical safety items.

[9.270-3](#P9_270_3) Policy.

[**SUBPART 9.3 – FIRST ARTICLE TESTING AND APPROVAL**](http://farsite.hill.af.mil/reghtml/regs/other/dlad/part09.htm#P584_50478)

[9.302](#P9_302) General.

[9.304](#P9_304) Exceptions.

[9.306 Solicitation requirements.](#P9_306)

[9.308 Contract clauses.](#P9_308)

[9.308-1 Testing performed by the contractor.](#P9_308_1)

[9.308-2 Testing performed by the Government.](#P9_308_2)

[**SUBPART 9.4 – DEBARMENT, SUSPENSION, AND INELIGIBILITY**](http://farsite.hill.af.mil/reghtml/regs/other/dlad/part09.htm#P923_73702)

[9.404 System for Award Management Exclusions.](#P9_404)

[9.405 Effect of listing.](#P9_405)

[9.405-1 Continuation of current contracts.](#P9_405_1)

[9.406](#P9_406) Debarment.

[9.406-3 Procedures.](#P9_406_3)

[9.406-90 Procedures for debarments based on poor performance.](#P9_406_90)

**SUBPART 9.1 – RESPONSIBLE PROSPECTIVE CONTRACTORS**

*(Revised May 17, 2018 through PROCLTR 2018-08)*

**9.100 Scope of subpart.**

The Defense Contractor Review List (DCRL) is an enterprise-wide tool for use by contracting officers to identify and communicate contractor performance, capability, and integrity issues for making determinations of responsibility and the effective administration of contracts. The DCRL has Special Attention Reason Codes that describe the basis for being on the list and Treatment Codes that provide recommended actions to contracting officers for mitigating risk. The DCRL includes contractors identified in SAM as debarred, suspended, proposed for debarment, or otherwise ineligible for award. SAM data takes precedence over DCRL data.

**9.100-90 Business Decision Analytics (BDA) dashboard.**

(a) The BDA dashboard is a decision support capability tool. It is available for use on an optional basis by contracting officers, acquisition specialists, product specialists, fraud counsel, and other personnel involved in the acquisition process. It identifies potential item, price, and supplier risk areas prior to award and recommends mitigation strategies to minimize these risks. It consolidates data from multiple sources (e.g., DUN and Bradstreet, Supplier Performance Risk System SPRS (formally PPIRS-SR NG), SAM, etc.) into one dashboard.

(b) Using the BDA dashboard does not reduce the contracting officer’s authorities or responsibilities. For example, contracting officers shall not (1) use BDA data as the sole basis for making determinations of responsibility or price reasonableness; or (2) use supplier risk data in place of the SPRS Delivery Score and Quality Classification. When evaluating acquisition risk, contracting officers should consider using the BDA dashboard as an additional source of information to help mitigate risks of suspect suppliers, potential overpayment, and procuring counterfeit and/or non-conforming spare parts. In the event of any data inconsistencies, the originating data source takes precedence over BDA data.

(c) Conditions when contracting officers should consider using the BDA dashboard include, but are not limited to—

(1) First time buys;

(2) Long time between procurements;

(3) Critical items;

(4) First article;

(5) Cases when prices have drastically increased;

(6) New suppliers; and/or

(7) Suspect suppliers.

(d) Contracting officers shall notify Office of Counsel (Procurement Fraud) and the DCRL Monitor of any suspect product or supplier activity for possible inclusion on the DCRL.

(e) Contracting officers shall document the contract file in Records Management.

\* \* \* \* \*

**9.104 Standards.**

**9.104-2 Special Standards.** Coordinate with the Food and Drug Administration (FDA) when developing special standards for drugs, biologics, and other medical supplies.

[**9.105 Procedures.**](http://farsite.hill.af.mil/reghtml/regs/other/dlad/part09.htm#P85_7989)

[**9.105-1 Obtaining information.**](http://farsite.hill.af.mil/reghtml/regs/other/dlad/part09.htm#P87_8007)

(S-90) When making determinations of responsibility, review the DCRL and comply with DCRL Special Attention Treatment Codes in Enterprise Central Component (SAP-ECC) and Supplier Relationship Management (SAP SRM/EProcurement).

(1) For the automated simplified purchasing process, the system checks the DCRL. An offeror debarred or suspended is deemed not qualified for award and not considered in automated evaluation. Low evaluated offers from offerors on the DCRL (for other than debarred and suspended) are rejected from the automated system for manual determination of responsibility.

(2) Contractors on the DCRL shall be considered for solicitation (except when the Special Attention Reason Code is “A” or the Special Attention Treatment Code is “08”).

(3) When the DCRL Special Attention Treatment Code description states “review Contractor Performance History,” request a Contractor Performance History.

(4) Confirm the information in SAM not more than two days prior to award, and document the contract file.

(S-91) DCRL Monitors.

(1) Each Procurement Process Support Director shall designate a DCRL monitor. Referrals to the DCRL Monitor shall be for any of the reasons identified in the DCRL Special Attention Reason Code table below.

**(**2) DCRL Monitors shall review referrals for approval and execution of submission to add, amend, or remove a contractor to/from the DCRL in coordination with all DCRL Monitors. DCRL Monitors are responsible for maintaining the DCRL for their procuring organization and shall review the DCRL every month for currency.

(3) Contracting officers, product specialists or the Office of Counsel shall provide notification of contractor improvement and recommendation for DCRL removal to their DCRL Monitor if they become aware of circumstances that may warrant changes to the DCRL information.

(i)The contracting officer may discuss performance information included in the DCRL with prospective contractor(s). However, contracting officers must not discuss any information related to ongoing investigations of matters that potentially could result in Civil or Criminal False Claims Act litigation, or a suspension, notice of proposed debarment, or debarment action. “Investigations” would include those conducted by the Defense Criminal Investigation Service, the respective Military Services Investigation Agencies; the Federal Bureau of Investigation and any other Federal Investigative Agency. contracting officers should consult with their Office of Counsel’s Procurement Fraud Attorney if they have any doubt whether the release of information could potentially compromise the Government’s ability to conduct a confidential investigation.

(S-92) The DCRL Review Board. The DCRL Review Board is responsible for reviewing actions of the DCRL Monitors and ensuring the contractor listing is accurate and current.

(1) Membership consists of all DCRL Monitors, Fraud Counsel, DLA Logistics Operations Technical and Quality Division, and the DLA Acquisition Policy Division. The DLA Acquisition Programs Division will chair the board meetings. The Board shall–

(i) Meet quarterly.

(ii) Review the list of the current authorized DCRL contractor entries.

(iii) Resolve any concerns or questions pertaining to the DCRL purpose and processes for entry or removal of a contractor from the DCRL.

(iv) Publish and provide minutes from meetings to the DLA Acquisition Directorand the HCAs not later than ten business days after the DCRL Review Board meeting.

(2) Contractors shall be removed from the DCRL when—

(i) The conditions that warranted their inclusion on the DCRL no longer exist or have substantially improved; and/or

(ii) The DCRL Monitor determines that information provided by acquisition personnel is not sufficient to justify retention of the contractor on the DCRL.

(S-93) The DCRL Special Attention Reason Codes and Treatment Codes.

(1) Recommendations/instructions are cited for each supplier/CAGE code listed and are to provide visibility of known/potential areas of concern and actions that shall be taken to address such issues. When a preaward survey (PAS) (see 9.106-2) results in a negative DCRL recommendation for a small

business who is the apparent successful offeror resulting in a negative responsibility determination, then an SBA Certificate of Competency is required. The only instances of “do not award” involve cases of debarment, suspension, and proposed debarment except as otherwise directed by the Fraud Monitor or Business Integrity (Fraud) Counsel.

(2) Special Attention Reason codes.

(i) For DCRL Special Attention Reason Code A, the EProcurement “Debarment Status” field will be coded as: “D” for Debarment, a “P” for proposed debarment/suspension, or “S” for suspended.

|  |  |  |
| --- | --- | --- |
| DCRL Special Attention Reason Codes | Description | Help Text |
| A | Suspended or Debarred | Debarred, Suspended or Otherwise Ineligible.  This category includes firms or individuals that are ineligible for federal procurements due to a suspension, proposal for debarment or debarment pursuant to FAR 9.4. |
| B | Recommended for Debarment | Recommended For Debarment or Suspension.  This category includes contractors that have been recommended for debarment or suspension. Although these contractors are not ineligible for award, follow the treatment code. |
| C | Responsibility Matters | Certification Regarding Responsibility Matters. This category includes contractors that have certified in accordance with FAR 52.209-5 that they have had a criminal conviction or civil judgment for fraud in the past three years or are currently indicted or otherwise criminally or civilly charged with fraud. |
| D | Termination for Default | Termination for Default. Contractors in this category have been terminated for default within the previous twelve months. |
| E | Financial Difficulties | Financial Difficulties (Including Chapter 11 Bankruptcy). Contractors are included in this category when information is received from DCMA or other sources that indicates the contractor is having financial difficulties. Such difficulties include contractor indebtedness that may jeopardize timely completion of the contract or contractor application for reorganization under bankruptcy laws (Chapter 11). Information may include formal bankruptcy notifications, or information informally obtained from credible sources. |
| F | Chapter 7 Bankruptcy | Business Closings (Including Chapter 7 Bankruptcy). This category includes contractors and individuals who have ceased business operations, are in the process of liquidating under bankruptcy laws (Chapter 7), or are otherwise going out of business. |
| G | Negative Preaward Survey | Negative Preaward Survey. Contractors are included in this category when a preaward survey (PAS) that recommends no award has been received within the last twelve months |
| H | DCMA Imposed Corrective Action | DCMA Has Imposed Corrective Action. Contractors are included in this category when DCMA has found deficiencies in the contractors' quality system and has imposed a Corrective Action (CAR) Level III or IV Review |
| I | In DCMA Delivery Schedule Manager | DCMA Delivery Schedule Manager. DCMA has relevant information concerning contractors in this category. |
| J | Delinquent Performance | Delinquent Performance. This category includes contractors that have exhibited a pattern of delinquencies. |
| K | “Buy-Ins” or “Bid Shopping” | "Buy-ins" and "Bid Shopping." This category includes contractors that have had excessive cancellations, price increases and requests for modification after award. These practices indicate a "buy-in", "bid shopping", or other unacceptable bidding practices. This code applies to contractors that: (1) "Bid shop after award" that result in frequent inability to furnish supplies in accordance with the quotation that led to the award. (2) Submit frequent requests for deviations or waivers, clarification, and substitution of part numbers, most of which lacks substance but prevents compliance with the original delivery date. (3) Frequently return purchase orders for price increase. (4) Frequently notify the contracting activity that it will not perform under purchase orders just prior to due date in an apparent effort to reduce its delinquency rate. (5) Frequently fail to accept bilateral or perform unilateral purchase orders. |
| L | Pricing Discrepancies | Pricing Discrepancies (Excessive prices). Contractors are in this category when information indicates prices may not be fair and reasonable. |
| M | Fast Pay Discrepancies | Fast Pay Discrepancies/Abuse Contractors are included in this category when there is evidence that a contractor is violating or has violated the Fast Pay procedure (e.g., contractor has invoiced the Government without shipping the supplies). |
| N | Potentially Defective Material | Potentially Defective Material. Any DoD component has issued notifications regarding potentially defective material supplied by contracts in this category. |
| O | Counterfeit Material and Unauthorized Substitution  **DO NOT DISCUSS** | Counterfeit Material and Unauthorized Product Substitution. Contractors in this category are under surveillance by the Counterfeit Material/Unauthorized Product Substitution (CM/UPS) Team.  **DO NOT DISCUSS** |
| P | Nonconforming Supplies  **DO NOT DISCUSS** | Nonconforming Supplies. This category includes contractors for which evidence has been provided that a contractor has supplied nonconforming material, has supplied surplus material without quoting surplus material, has supplied foreign material without identifying country of origin, or has other questionable quality practices.  **DO NOT DISCUSS** |
| Q | Failure to Provide Approved Part | Failure to Provide Approved Part. This category includes contractors that have a pattern of supplying unapproved parts or making an unauthorized substitution for CAGE code/part numbered items. |
| R | Miscellaneous | Miscellaneous (Other Information). This category serves as an informational category providing contracting personnel with current status of administrative changes, business closings, transfer of ownership, change of location, change of CAGE code, multiple contractors at the same location or any other information that may assist in the decision process. See the "Remarks" section of the DCRL for instructions. |
| S | Sensitive Information  **DO NOT DISCUSS** | Sensitive Information. Specific instructions apply to contractors listed in this category. These instructions are not necessarily related to responsibility and the reason for placement in this category shall not be stated in the DCRL due to sensitivity. The "Remarks" section of the DCRL may contain a point of contact for information regarding these contractors. Sensitive information regarding these contractors shall not be disclosed to unauthorized persons.  **DO NOT DISCUSS** |
| V | Suspected Fraud or Collusion | Suspected Fraud or Collusion/Deceptive Business Practices. |
| W | Combined CAGE Codes  **DO NOT DISCUSS** | Combined CAGE Codes. Performance history for two or more CAGE codes have been combined for PPIRS purposes.  **DO NOT DISCUSS** |

(ii) Special Attention Treatment codes.

|  |  |  |
| --- | --- | --- |
| DCRL Special Attention Treatment Codes | Description | Help Text |
| 01 | Reserved | Reserved |
| 02 | Evidence of PID MFR Part Number | For Part Numbered items, get evidence item was acquired from Manufacturer (MFR) cited in the Product Item Description (PID) |
| 03 | Traceability requirements | For FSGs/FSCs/NSNs requiring additional risk mitigation and the offeror is not identified as an approved source, require the offeror to submit traceability documentation. |
| 04 | Withhold Fast Pay Recommended | Withholding of Fast Pay recommended |
| 05 | Recom PAS > SAT/ Verbal PAS or Vendor Capability Questionnaire (VCQ) < SAT | Recommend Preaward Surveys for large buys/verbal preaward surveys and/or VCQ for simplified buys |
| 06 | Fraud Monitor Coordination Required | Forward any proposed awards through Fraud Monitor |
| 07 | Source Inspection Recommended | Source Inspection recommended (use of source inspection evaluation factor authorized after formal notification to contractor) |
| 08 | Do not solicit or award | Do not solicit or award |
| 09 | Review Contractor Performance History | Review Contractor Performance History (CPH) |
| 10 | Report Suspect Material to Fraud Monitor | Report suspected material problems to Business Integrity (Fraud) Counsel |
| 11 | Coordinate with DCMA | Coordinate with DCMA |
| 12 | Corrective Action Report Level IV approval required | CAR Level IV, approval required for award |
| 13 | Bilateral Award Email to Fraud Monitor | Bilateral Award – email contractor’s name and CAGE, contract/purchase order no., and NSN to Fraud Monitor |
| 14 | Coordinate Mods with Fraud Monitor | Post award – Coordinate all administrative actions (modifications) with Fraud Monitor or Fraud Counsel |
| 15 | Deter Resp/Nonresp required | Prepare formal determination of responsibility/nonresponsibility |
| 16 | CAGE Combined for SPRS Info | This CAGE Code has been combined with other CAGE codes for SPRS purposes (For Informational Purposes Only) |
| 17 | Coordinate Cost and Price Office | Coordinate with Cost and Price Office |
| 18 | Report to Fraud Counsel | Report to Business Integrity (Fraud) Counsel |
| 19 | Coordinate with Office of Counsel | Coordinate with Office of Counsel |
| 20 | Refer to DCRL Narrative Detail | Refer to DCRL Narrative for details |
| 26 | Recommend price reasonableness | Recommend documentation of price reasonableness |
| 27 | Suspend automated awards | Suspend from automated systems (case by case basis) |

(S-94) Other Risk Indicators: Obtain additional information to make responsibility/nonresponsibility determination.

(1) Supplier Risk Indicators:

(i) No DLA history (new vendor);

(ii) Poor SPRS Score or no SPRS Score;

(iii) Poor Delivery Performance;

(iv) Poor Quality Performance (excessive PQDRs/SDRs);

(v) Negative Preaward Survey (PAS) within 12 months;

(vi) History of fraud or collusion;

(vii) History of providing non-conforming, defective products, or counterfeit items;

(viii) Terminated for Default for the same FSC/NIIN within 3 years;

(ix) Bankruptcy within last 3 years;

(x) DCMA Corrective Action Requests (CAR);

(xi) The offeror is on the SAM Excluded Parties List System (EPLS) within the last 3 years;

(xii) The offeror is currently showing signs of financial distress, or has a history of delinquent payments and /or financial difficulty;

(xiii) Manufacturer’s CAGE identified in offer differs from CAGE code of the approved manufacturing source in solicitation;

(xiv) The offeror is reluctant or unable to provide traceability documentation;

(xv) The offeror’s phone number, address, e-mail, or other vital information is missing, invalid, or suspicious;

(xvi) The offeror is a dealer but identifies itself as the manufacturer; and/or

(xvii) The offeror is a manufacturer, but its place of business is in a residential neighborhood.

(2) Price Risk Indicators:

(i) The price offered is lower than price of approved source or its authorized distributor;

(ii) The price offered is out of line with other offers or past pricing history; and/or

(iii) The price offered for new product is lower than price offered for surplus material.

(3) High Risk Item with technical data package (TDP) and no record of successful performance in the FSC (e.g., critical safety, ALRE, complex TDP, FAT).

(S-95) Consider contract risk mitigation when a contractor can be determined responsible but risk factors are present.

(1) No Fast Pay.

(2) Bilateral Purchase Order.

(3) Code and Part Number Buy: Request Traceability Preaward and Post-Award.

(4) Specification/Standard/Drawing buy: Require source inspection (if appropriate), no COC, require PVT.

(5) Super Key Item Drivers with FAT: Split award between proven (waived) and unproven sources.

(6) Request the product specialist to prepare a Quality Assurance Letter of Instruction (QALI) when additional instructions or guidance are required on source inspection.

(S-96) Business decision analytics (BDA) job aids. The following job aids and training material can be viewed at EBS Online Help at https://pep1.bsm.dla.mil:

BDA Item Model Job Aid

BDA Price Model Job Aid

BDA Supplier Model Job Aid

CAGE Compromised Job Aid (General Counsel and other designated users only)

**9.106 Preaward surveys.**

**9.106-2 Requests for preaward surveys (PAS).**

(a) Requests for a formal PAS shall be forwarded to the PAS monitor. Informal PAS may be requested by telephone or email to the DCMA PAS Manager/Quality Assurance Representative (QAR). Procuring organizations that use PASwill designate an organizational element to serve as the focal point for PAS and to be the principal point of contact with PAS monitors at surveying activities. The focal point will review formal PAS requests for completeness and accuracy before forwarding these requests to surveying activities. The PAS Monitor shall:

(1) Send the completed report to the contracting officer for placement in Records Management.

(2) Send all formal PAS documentation regarding a company's quality control (if information is included in the survey results) to the product specialist.

## SUBPART 9.2 – QUALIFICATIONS REQUIREMENTS

*(Revised September 1, 2017 through PROCLTR 2017-15)*

**9.202 Policy.**

(a)(1) The CCO is the designee.

(i) QPL and QML qualification requirement documentation and justification are included in the technical description.

(ii) QSLM and QSLD information is retained at the procuring organizations.

(2) Solicitation.

(i) Solicitations and awards shall include procurement note H01 when purchasing qualification items in Federal Supply Class (FSC) 5935.

**\*\*\*\*\***

H01 Qualified Products List (QPL) for Federal Supply Class (FSC) 5935 Connector Assemblies and Contacts (SEP 2016)

When an offeror includes connectors and electrical contacts manufactured by different qualified sources, the offeror agrees to provide to the contracting officer or quality assurance representative, prior to delivery, documentation signed by an authorized contractor representative responsible for quality assurance, demonstrating that the connectors and electrical contacts in question were manufactured by/obtained from a current QPL source(s). The signed documentation must as a minimum include:

(1) Name of the quality assurance representative;

(2) Name of connector manufacturer(s);

(3) Manufacturer(s) part number(s) (P/N);

(4) Name of contact manufacturer(s); and

(5) The Commercial and Government Entity (CAGE) code of the manufacturer.

\*\*\*\*\*

(ii) Solicitations shall include procurement note M01when purchasing qualification items in Federal Supply Classes (FSCs) 5961, Semiconductors and Hardware Devices, and 5962, Electronic Microcircuits.

\*\*\*\*\*

M01 Approved Suppliers for Federal Supply Class (FSC) 5961, Semiconductors and Hardware Devices, and FSC 5962, Electronic Microcircuits (SEP 2017)

(1) This material contains a restriction of sourcing. The categories of sources of supply listed below, in order of precedence with Category One having the highest precedence, are eligible for award. Award, if made, will be within the highest category submitting an acceptable offer.

(i) Category One:

(a) The approved source (e.g., Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM)) for the item specified in the solicitation/contract;

(b) The approved source on the applicable Qualified Products List (QPL)/Qualified Manufacturers List (QML); or

(c) The authorized distributors of the OCM/OEM or QPL/QML.

(ii) Category Two: When no acceptable offer is received from suppliers listed in Category One, distributors listed on the Qualified Suppliers List of Distributors (QSLD), with adequate supply chain traceability documentation to the approved source of the item, are eligible to receive an award.

(iii) Category Three: When no acceptable offer is received from suppliers in Category One or Category Two, the Government may make an award based on offers received from suppliers listed on the Qualified Testing Suppliers List (QTSL), with adequate test documentation.

(2) The full listing of QSLD and QTSL suppliers, along with the qualification criteria, can be viewed electronically at:

https://landandmaritimeapps.dla.mil/offices/sourcing\_and\_qualification/offices.aspx?Section=QSL.

\*\*\*\*\*

(iii) Solicitations shall include procurement note M02 when purchasing Land and Maritime QSLM Gun Parts qualification items. If no offers are received from approved sources, manufacturers listed or

qualified for listing, or authorized distributors with adequate traceability to the approved or QSLM qualified source, consult with the product specialist to determine if other means of testing or verification are available to make an award.

\*\*\*\*\*

M02 Qualified Suppliers List of Manufacturers (QSLM) for Gun Parts Federal Supply Classes (FSCs) 1005, 1010, 1015, 1025, 1055, and 1095 (SEP 2016)

(1) This is a qualified item. Only manufacturers listed on the QSLM, or the authorized distributors of the manufacturer listed on the QSLM, with adequate supply chain traceability of the item specified in the solicitation/contract are eligible to receive an award.

(2) The full listing of QSLM suppliers, along with the qualification criteria, can be viewed electronically at:

<https://landandmaritimeapps.dla.mil/offices/sourcing_and_qualification/offices.aspx?Section=QSA>.

\*\*\*\*\*

(iv) Solicitations shall include procurement note M03 when purchasing Troop Support QSLM/QSLD qualification items. When a QPL requirement is specified, advise potential offeror(s) to provide a QPL item. In addition, contractors with QSLD status must also provide the product of contractors with QSLM status whether the item is governed by a QPL or not. Validate Troop Support QSL sources at <http://www.dla.mil/TroopSupport/IndustrialHardware/EngineeringandTechnicalservices/QualifiedSuppliersList.aspx>

**\*\*\*\*\***

M03 Qualified Suppliers List for Manufacturers (QSLM)/Qualified Suppliers List for Distributors (QSLD) for Troop Support (SEP 2016)

(1) This is a qualified item. Only manufacturers listed on the Qualified Suppliers List for Manufacturers (QSLM), and the distributors on the Qualified Suppliers List of Distributors (QSLD), with adequate supply chain traceability of the item specified in the solicitation/contract back to the QSLM are eligible to receive an award.

(2) The full listing of QSLM and QSLD suppliers, along with the qualification criteria, can be viewed electronically at: <http://www.dla.mil/TroopSupport/IndustrialHardware/EngineeringandTechnicalservices/QualifiedSuppliersList.aspx>

\*\*\*\*\*

(v) Solicitation and awards shall include procurement note H02 when purchasing component qualification items. The contracting officer shall validate QPL sources on offers and consult with the product specialist, if needed.

\*\*\*\*\*

H02 Component Qualified Products List (QPL)/Qualified Manufacturers List (QML) (SEP 2016)

This item contains one or more components defined by a specification(s) with an associated Qualified Products List (QPL) or Qualified Manufacturers List (QML). By submission of an offer, the offeror will supply such component item(s) only from sources currently qualified on the applicable QPLs/QMLs.

\*\*\*\*\*

**9.203 QPL’s, QML’s, and QBL’s.**

(a) In addition to QPLs, QMLs, and QBLs, DLA uses agency developed qualification lists: Qualified Suppliers List of Distributors (QSLDs), Qualified Testing Suppliers List (QTSLs), and Qualified Suppliers List of Manufacturers (QSLMs).

(1) QSLD – a list of pre-qualified sources for certain components that are purchased and managed by DLA and have met DLA's traceability and quality system requirements. QSLD products are provided by

distributors that combine accepted commercial practices, quality assurance procedures that are consistent with industry and international quality standards, and tailored when necessary to product-unique requirements that can take the place of provisions traditionally stated in DLA solicitations.

(2) QTSL – a list of pre-qualified sources who have met DLA's quality system and testing requirements for untraceable product in certain commodities and have agreed to the provisions of the program. QTSL products are provided by suppliers that combine accepted counterfeit mitigation practices and quality assurance procedures that are consistent with industry and international quality standards.

(3) QSLM – a list of pre-qualified sources for certain fully competitive products which are purchased and managed by DLA. QSL products are provided by manufacturers that combine accepted commercial practices, quality assurance procedures that are consistent with industry and international quality

standards, and tailored when necessary to product-unique requirements that can take the place of provisions traditionally stated in DLA solicitations.

(b) Qualified items are not automated and therefore are referred for manual review. The contracting officer shall –

(1) Include FAR Clause 52.209-1. For QSLD/QTSL/QSLM, recognize it is a qualified item from the Product Item Description (PIID).

(2) Check the applicable list(s) to ensure the potential offeror and/or its product is on the list.

(3) For offerors or products not on the applicable qualified list, request the offeror provide documentation that demonstrates supplier or its product meets the qualification standards prior to award.

(4) After qualification is verified, proceed with award.

**9.204 Responsibilities for establishment of a qualification requirement.**

(a)(1) Contracting officers shall post sources sought notice at [www.fedbizopps.gov](http://www.fedbizopps.gov) periodically.

**9.270 Aviation and ship critical safety items.**

**9.270-3 Policy.**

(a) The product specialist (PS) shall coordinate with the design control activity and update the material master, ensuring the approved sources are current. Prior procurement history is not an indication of current source approval. The PS shall advise the contracting officer of changes to a supplier’s status. When the PS removes an approved source, the PS shall identify all open purchase requests and open contracts and notify the assigned contracting officers and contract administrators. Contracting officers shall amend solicitations to reflect the updated approved sources. If a contract action will result in delivery of an item from a source that is no longer approved, the contracting officer or contract administrator shall coordinate with the product specialist to determine if the ESA will accept the material. In the event the ESA will not accept the material, the contract action shall be terminated. The PS shall draft a letter with the rationale for removal for the contracting officer. The contracting officer shall coordinate with the COMPAD and issue the letter to the supplier.

Origin inspection is required. Certificate of conformance (COC) is not authorized, unless approved by the ESA. Incorporate all quality requirements into the contract when specified (e.g., first article test, production lot testing). Do not waive any quality requirement without referring to the PS.

When automated solicitations are used to solicit CSIs, offers must be manually evaluated and awarded.

All solicitations and contracts for CSI shall list the items in DFARS 252.209-7010 and shall include procurement note H04.

\*\*\*\*\*

H04 Sourcing for Critical Safety Items (SEP 2016)

The contractor procuring, modifying, repairing, or overhauling a critical safety item shall only use a source approved by the head of the design control activity.

\*\*\*\*\*

When multiple approved sources are identified, consider using acquisition strategies to help maintain more than one source, such as split awards or multiple awards. This minimizes ESA revalidation referrals required for CSIs whenever a source has not received an award for over 3 years.

Refer all offers of used, reconditioned, or remanufactured supplies; or unused former Government surplus property that are under consideration to the product specialist for evaluation (see 11.302(b)).

Prior to making award, obtain all approvals required on the DLA Form 13, Critical Safety Items and SPC Items Award Checklist, and retain in official contract file.

When award is made, notify the PS, who will determine if a quality assurance letter of instruction (QALI) is required. If award was made to a dealer or distributor, a QALI is mandatory; the QAS must have conducted a preaward review of traceability documentation in accordance with the approval/review requirements at [9.270-3(S-91)](#P9_270_3_S_91) and Note 4.

When a contractor changes a business arrangement with an approved source for the item being acquired, or in a manufacturing process or facility, the contracting officer shall coordinate with the PS and take corrective action as needed.

(S-90) Critical Application Items (CAIs) are items where failure could affect mission, performance, readiness, or safety. The PS may need to coordinate with the ESA and shall follow any applicable performance based agreement and DLAI 3200.4.

(S-91) Contracting officers shall use the table below to determine when preaward referral to the PS is required to ensure that a prospective contractor is technically acceptable.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Type Of  Offer | Criticality  Of Item | Contracting  Officer (CO)  Can Award? | Requires  Referral To  Technical/ Quality? | Requires  Approval  From ESA? | Award Requires Approval One Level above CO? |
| Approved source offering “exact product” | Noncritical or CIC Blank | Yes | No | No | No |
| CAI | Yes | No | No | No |
| CSI | Yes | No | No | Yes  (Note 1) |
| Dealer/ Distributor (non-manufacturer)  offering “exact product” | Noncritical or CIC Blank | Yes (Note 2) | No | No | No |
| CAI | Yes (Note 2) | No | No | No |
| CSI | Yes (Note 3) | Yes(Note 4) | No | Yes |
| Unapproved manufacturing source offering “exact product” | Noncritical or CIC Blank | No (Note 5) | Yes | (Note 6) | No |
| CAI | No (Note 5) | Yes | Yes | No |
| CSI | No (Note 5) | Yes | Yes | Yes |
| Any source offering “alternate product” | Noncritical or CIC Blank | No | Yes | (Note 6) | No |
| CAI | No | Yes | Yes | No |
| CSI | No | Yes | Yes | Yes |

Note 1 Does not apply to fully automated awards, if system only permits a fully automated award when an approved source is offering an exact product

Note 2 Contracting officers must either obtain traceability documentation prior to award, or must require suppliers in accordance with procurement note C03 in DLAD part 4 to retain documentation and provide it for review at time of Government source inspection, if applicable (see 9.270-3(a)) or during random or directed postaward audits.

Note 3 Contracting officers must obtain traceability documentation prior to award.

Note 4 The PS must conduct preaward review of traceability documentation on which quality assurance letter of instruction (QALI) will be based. Referral to the PS is mandatory after award to finalize QALI. (See 9.270-3(a)).

Note 5 Contracting officers must obtain traceability documentation and refer offer to the PS prior to award.

Note 6 The PS must follow the DLA Logistics Operations Division Desk book and local procedures to determine if ESA referral is required.

(S-92) The DLA Aviation technical oversight office (TOO) is authorized to maintain and disseminate all information regarding exemptions/waivers from CSI policies and clauses. Part 10 was deleted IAW PROCLTR 15-13.The TOO will maintain this information and provide electronic access on their website.

**SUBPART 9.3 – FIRST ARTICLE TESTING AND APPROVAL**

*(Revised September 1, 2017 through PROCLTR 2017-15)*

**9.302 General.**

When placing a First Article Test (FAT) requirement in the Technical Data package (TDP), the activity imposing the requirement must provide justification for requiring a FAT in lieu of using less costly methods for ensuring the desired quality (e.g., DCMA inspections, Product Verification inspection, or Production Lot testing). Solicitations may be amended by the contracting officer to remove the requirement for FAT. The contracting officer is the final authority for imposing FAT and shall document the contract file when the requirement is removed or waived.

**9.304 Exceptions.**

FAT will not be applied for products identified to the following programs or assigned Acquisition Method Suffix Codes (AMSC):

(a) Reverse Engineering projects.

(b) Qualification with an AMSC Code T.

(c) Commercially available AMSC Code Z.

(d) Lack technical data AMSC Codes D, H, and P.

**9.306 Solicitation requirements**. The information is automatically included for automated acquisitions. The information is obtained from the Product Master for manual acquisitions.

(a) Solicitations and awards shall include procurement note H03 when FAT is applied.

\*\*\*\*\*

H03 Supplemental First Article Testing Requirements (OCT 2016)

(1) If there is not a separate contract line item number (CLIN) for FAT, production CLIN pricing shall include all costs and risk associated with completion of the FAT requirement.

(2) If there is a separate FAT CLIN, the FAT CLIN pricing shall include all costs and risk associated with completion of the FAT requirement; if no FAT CLIN pricing is proposed, no payment will be made for any costs associated with FAT. Unit pricing shall be based solely on all costs associated with completion of the production units and shall exclude all FAT-related costs.

(3) The total award price will be used in selecting the best value offer from among all eligible offerors. However, to be eligible for award, the FAT CLIN (unless waived) and unit price CLIN(s) must each be determined to be a fair and reasonable price and, if set-aside under FAR Part 19, a fair market price.

Additionally, the FAT CLIN (and if separately priced, any CLIN(s) for first articles) shall not be materially unbalanced in relation to unit price CLIN(s) for production quantities. In the event that an offeror receives a waiver of the FAT requirement, the FAT CLIN price for the waived source shall be deducted in determining the total award price.

(4) Waivers. The contractor may submit a request for FAT waiver to the contracting officer. The Government reserves the right to waive the FAT requirement when all the following criteria are met:

(a) Source has manufactured and delivered the product or similar product within the last five (5) years, or within the last three (3) years for critical safety items. The contractor shall provide the following supportable information:

(i) Contract Number(s), Date(s), and Issuing Government Agency or Agencies.

(ii) Item previously furnished, identified by part number, type, model number, etc.

(iii) Engineering control document/change number of item previously furnished.

(iv) There have been no changes to manufacturing processes, tooling, or locations.

(b) There have been no changes to manufacturing data (e.g., drawing revisions that change materials, dimensions, processes, inspection or testing requirements; or subcontractors used to manufacture the items successfully in the past).

(c) Item supplied will be of same design and manufactured by same method at same facilities as product or similar product previously furnished and accepted under subparagraph (4)(a).

(5) For test report preparation and delivery of contractor FAT utilize data item description DI-NDTI-80809B report format. Mark the test report with the following: “First article test report – Contract number: [insert contract number] and lot/item number: [insert lot/item number]. Present the test report to the QAR for review. Forward the QAR signed FAT Report, accompanied by the DD Form 250 and a contractor certification that the same process and facilities used to manufacture the first article units will be used to manufacture the production units, to the contracting officer at the applicable address shown below:

(a) For awards issued by DLA Aviation; or DLA Troop Support Clothing and Textile (C&T), Construction and Equipment, Medical Materiel, or Subsistence, submit the report to the procuring

activity in Block 6 of the DD Form 1155, Block 7 of Standard Form (SF) 33, Block 5 of SF 26, or Block 9 of SF 1449 award.

(b) For awards issued by DLA Land (SPE7L), submit the report to the following address: DLA Land – FLSEB, ATTN: FAT Monitor, P. O. Box 3990, Columbus, OH 43218-3990, or email to: [DLA.Land.and.Maritime.FAT.Notification@dla.mil](mailto:DLA.Land.and.Maritime.FAT.Notification@dla.mil).

(c) For awards issued by DLA Maritime (SPE7M), submit the report to the following address: DLA Maritime – FMSE, ATTN: FAT Monitor, P. O. Box 3990, Columbus, OH 43218-3990, or email to: [maritime.fat.monitor@dla.mil](mailto:maritime.fat.monitor@dla.mil).

(d) For awards issued by DLA Troop Support Industrial Hardware, submit the report to the following address: DLA Troop Support, Attention: First Article Testing Monitor, Building 3, 700 Robbins Avenue, Philadelphia, Pennsylvania 19111. Preferred electronic submissions: Hardware FAT Monitor at [DLAHardwareFATMonitor@dla.mil](mailto:DLAHardwareFATMonitor@dla.mil).

(6) When Government testing is required, provide written notice to the contracting officer and the QAR at least fourteen (14) calendar days (or as otherwise specified in the contract) prior to shipment to Government for FAT, to accommodate in-process verification and/or final inspection by the QAR.

(7) For unit preparation and delivery of Government First Article orders, ship the units and completed DD Form 250 report to the test facility specified in paragraph (a) of FAR clause 52.209-4. Prepare the shipping container(s) by marking the external packages in bold letters, “First Article Exhibits – Do Not Post to Stock," adjacent to the MIL-STD-129R identification markings. Use a hard copy of the completed DD Form 250 as a packing list, in accordance with MIL-STD-129R, paragraph 5.11, Packing lists and documentation. The interior package shall include hard copies of the contract, test reports, material certifications/process operation sheets, drawings used to manufacture the units, and return shipping information. Send units by traceable means (e.g., certified or registered mail, United Parcel

Service, Federal Express). Send an email with subject titled “Notification of Test Exhibits [insert Government Lab DODAAC]” to the corresponding address below and to the contracting officer specified in the contract. In the email, provide the shipment date, contract/purchase order number, National Stock Number, means of transportation, tracking number, and summary of container contents.

Attach a copy of the DD Form 250 and Invoicing, Receipt, Acceptance and Property Transfer (iRAPT) Receiving Report documenting the QAR inspection.

(a) DLA Land & Maritime – [DSCCProdVerif@dla.mil](mailto:DSCCProdVerif@dla.mil)

(b) DLA Aviation – [DSCR.Test&EvaluationOffice@dla.mil](mailto:DSCR.Test&EvaluationOffice@dla.mil)

(8) If Government FAT units are conditionally approved or disapproved, the Government shall take action in accordance with FAR 52.209-4. At the Government’s discretion, disapproved FAT units sent to the Government may be returned to the contractor, if the contractor submitted the return address and

shipping account for payment.

\*\*\*\*\*

(h) Determine the exhibit disposition by reviewing the Product Master (under the Material Data Tab in EProcurement). Solicitations and awards shall include either procurement note E01or E02 when the requirement indicates that the contractor or Government shall hold the units.

\*\*\*\*\*

E01 Supplemental First Article Exhibit Disposition – Contractor Maintained (SEP 2016)

The first article units will be maintained or returned to the contractor to be used as a manufacturing standard. The contractor shall hold the approved first article units at the production facility until all production quantities have been produced and accepted. In the case of indefinite delivery contracts, the contractor shall hold the first article units until final production run has been approved and accepted on the first delivery order. The unit shall be considered a production guide or manufacturing standard if defects are reported on delivered material or problems are encountered during production. When disposing the units, the contractor shall follow DFARS 252.245-7004(d).

\*\*\*\*\*

E02 Supplemental First Article Exhibit Disposition – Government Maintained (SEP 2016)

The first article units will be held by the Government, either destroyed in testing or maintained as a manufacturing standard. The contractor will be required to produce/deliver the full quantity indicated on the contract order. The first article units will not be part of the production quantity.

\*\*\*\*\*

(i) Evaluation factors. Solicitations shall include procurement note M04 when the Government’s laboratory cost will be a factor in evaluating offers. For automated acquisitions, this information is pre-populated in the solicitation. For manual acquisitions, the information shall be obtained from the Product Master (Classification section > Product Assurance tab).

\*\*\*\*\*

M04 Evaluation Factor for Government Testing of First Articles (SEP 2016)

The cost to the Government for first article testing shall be a factor in evaluating offers. The Government’s testing cost will be added to the offered price of the applicable item. Unless cited elsewhere in the solicitation, the testing cost is shown below:

|  |  |
| --- | --- |
| Item | Government testing cost |
|  | $ |
|  | $ |

\*\*\*\*\*

(S-90) Solicitations and awards shall include procurement note H07 when first article testing is required

and the contracting officer anticipates a split award to more than one source of supply to facilitate supply availability. This procedure shall not be used when establishing requirements contracts or multiple award task or delivery order indefinite quantity contracts, or when partial small business set-asides apply.

\*\*\*\*\*

H07 Supply Assurance through Multisource Contracting (SEP 2017)

(1) *"Proven source"* means a source that has successfully met first article testing (FAT) requirements in the past and has been identified by the Government as currently meeting the criteria for FAT waiver.

(2) The Government may make multiple awards to assure the availability of supplies when FAT is required. When the contracting officer determines it is in the Government's best interest to increase the likelihood of timely supply availability, the contracting officer may make awards to both an unproven and a proven source of supply for this item. If there are no sources currently waived for the FAT requirement, the contracting officer may make awards to more than one unproven source of supply.

(3) If multiple awards will be made pursuant to (2) above, the source that represents the best value to the Government based on the evaluation criteria in the solicitation shall receive not less than 60% of the total requirement.

(4) Unless an offeror otherwise qualifies its offer, unit prices submitted for the total requirement will apply to any partial awards.

(5) If multiple awards are made pursuant to (2) above and one of the awardees is an unproven source that fails to successfully complete FAT requirements, the Government may increase the quantity of supplies called for in the schedule of this contract to the second awardee, if it is a proven source or is a previously unproven source that has successfully completed the FAT requirements for this contract, at the unit prices specified by the second awardee, up to and including 100% of the quantity awarded to the unproven source that was subject to the failed FAT. This option is separate and distinct from any other option terms and conditions included in this contract.

\*\*\*\*\*

(S-91) Solicitations shall include procurement note L22 when the acquisition is restricted to material manufactured by the sources listed on the source control drawing, as indicated by AMSC B. (Refer to DFARS PGI 217.7506 2-201.2.)

\*\*\*\*\*

L22 Restriction of Alternate Offers for Source Controlled Items (SEP 2017)

(1) The manufacturers listed on the source control drawing applicable to the item in the procurement item description (PID) are the only approved sources. The item can be acquired from other suppliers, with adequate supply chain traceability documentation to demonstrate the item was produced by one of the approved manufacturers.

(2) DLA will not evaluate alternate offers for this item. Offerors who are interested in qualifying their product for purposes of future acquisitions must contact the design control activity specified on the source control drawing.

(3) Award of this solicitation will not be held pending qualification and approval of any product. If an offeror’s product was recently approved but has not been added to the list of approved sources specified on the source control drawing, the offeror must submit a copy of the design control activity's letter of approval with its offer.

\*\*\*\*\*

**9.308 Contract clauses.**

**9.308-1 Testing performed by the contractor.**

(a)(1) For automated acquisitions, fill-ins are pre-populated. For manual acquisitions, the information is obtained from the Product Master (Classification section > Product Assurance tab).

**9.308-2 Testing performed by the Government.**

(a)(1) For automated acquisitions, fill-ins are pre-populated. For manual acquisitions, the information is obtained from the Product Master under FAT guidance.

**SUBPART 9.4 – DEBARMENT, SUSPENSION, AND INELIGIBILITY**

*(Revised September 19, 2016 through PROCLTR 2016-09)*

**9.404 System for Award Management Exclusions.** The records required by FAR 9.404(b) are maintained by the Special Assistant for Contracting Integrity (SACI).

**9.405 Effect of listing.**

(a) HCA shall coordinate with the SACI prior to making a determination.

(S-90) Upon notification, the DLA Acquisition Operations Division shall review current or past contractual relationships with the contractor or its affiliates, in coordination with General Counsel and contracting officers. The DLA Acquisition Operations Division shall coordinate with the contracting officers if there is a basis for recovery of damages from, or other claims against, the contractor. If there may be a basis for claims against the contractor, information stating the factual basis shall be forwarded to General Counsel. The information shall include a plan to recover damages in the event the contractor does not voluntarily provide restitution to the Government.

(S-91) To preclude contractors that are debarred, suspended, or proposed for debarment from receiving awards, the DCRL monitors shall be immediately notified to ensure the information is added to the System for Award Management (SAM) Exclusions and the DCRL.

**9.405‑1 Continuation of current contracts.**

(S-90) Authorization for novation of a contract or change of name agreement held by a contractor debarred or suspended by any Federal executive agency or proposed for debarment by any DoD component shall be coordinated with the SACI through Office of Counsel prior to such authorization.

**9.406 Debarment.**

**9.406‑3 Procedures.**

(a) Office of Counsel shall submit the report based upon an indictment, judgment or criminal information to the General Counsel within 2 weeks of the date of notification and include a copy of the indictment (signed, with docket number and date), judgment, conviction order, or other supporting documentation.

(S-90)(a) Office of Counsel shall notify contracting personnel of proposed debarment or suspension. The contracting officer will review the proposed debarment or suspension report and any other supporting data when the contractor is in line for an award. Coordination with the Office of Counsel for proposed award, option, subcontractor agreement or novation is required prior to action.

**9.406-90 Procedures for debarments based on poor performance.**

(a) Policy. Where poor performance is to be relied upon as a basis for debarment, the responsibility for ensuring that action is taken to initiate debarment proceedings lies primarily with the contracting officer.

(b) Referral. In accordance with the procedures contained in subparagraph (c) below, the contracting officer will refer to Office of Counsel those instances of contractor nonperformance that are so serious as to justify consideration of possible debarment action.

(c) Decision-making process.

(1) Before referring a contractor to the Office of Counsel for possible preparation of a debarment report, the contracting officer must be able to document the poor performance which will form the basis for a debarment recommendation. The contracting officer must also be able to demonstrate why debarment is appropriate under the circumstances, including any mitigating information known to the contracting officer. Referrals to the Office of Counsel should include all current information necessary to support the business decision that is to be recommended to the SACI. The contracting officer should be prepared to update the information provided once the debarment process is underway and to participate with Office of Counsel in presenting the case to the SACI.

(2) When recommending a contractor to Office of Counsel for consideration of a possible debarment recommendation on the basis of poor performance, provide:

(i) A clear identification of the contractor, including divisions, subsidiaries, and affiliates, and contractor employees, officers, and directors, specifically identifying the contractor personnel who have participated in the Government contracting process.

(ii) A detailed account of the contractor’s current active contracts, recent, relevant performance history, and history of performance problems prompting the referral. While this detailed accounting of contracting performance will necessarily focus on contracts awarded by DLA, performance on other Government contracts must also be addressed. In this connection, the assigned contract administration office should be asked to provide information, as well as comments, on the action being considered.

(iii) The reasons identified for the contractor’s poor performance and the action taken by the Government to protect its business interests.

(iv) A discussion of whether a debarment action directed toward a specific division, organizational element, or commodity would adequately protect the Government’s interests.

(v) A discussion of the period of debarment to be recommended to the SACI, supported by rationale that addresses the likelihood that the contractor will be able to take corrective actions necessary to successfully perform in the future.

(vi) When a report recommending debarment is forwarded to General Counsel, provide notice of this action to contracting personnel at the recommending procuring organization assigned to commodities for which solicitations are likely to result in offers from the contractor identified in the report and to other procuring organizations.

**PART 11 – DESCRIBING AGENCY NEEDS**

*(Revised December 16, 2016 through PROCLTR 2017-03)*

**TABLE OF CONTENTS**

**SUBPART 11.1 – SELECTING AND DEVELOPING REQUIREMENTS DOCUMENTS**

[11.103](#P11_103) Market acceptance.

**SUBPART 11.2 – USING AND MAINTAINING REQUIREMENTS DOCUMENTS**

[11.201](#P11_201) Identification and availability of specifications.

[11.273](#P11_273) Substitutions for military or Federal specifications and standards.

[11.273-3](#P11_273_3) Procedures.

[11.274](#P11_274) Item identification and valuation requirements.

[11.274-2](#P11_274_2) Policy for unique item identification.

**SUBPART 11.3 – ACCEPTABLE MATERIAL**

[11.302](#P11_302) Policy.

[11.390](#P11_390) Unused former Government surplus property.

[11.391](#P11_391) Part numbered items.

[11.392](#P11_392) Traceability documentation.

**SUBPART 11.4 – DELIVERY OR PERFORMANCE SCHEDULES**

[11.401](#P11_401) General.

11.402 Factors to consider in establishing schedules.

[11.402-90](#P11_402_90) Time definite delivery (TDD) standards.

[11.402-91](#P11_402_91)  TDD standards exclusions.

**SUBPART 11.5 – LIQUIDATED DAMAGES**

[11.501](#P11_501) Policy.

**SUBPART 11.6 – PRIORITIES AND ALLOCATIONS**

[11.603](#P11_603) Procedures.

**SUBPART 11.7 – VARIATION IN QUANTITY**

[11.701](#P11_701) Supply contracts.

**SUBPART 11.90 – PRODUCT PHASE-OUT**

[11.9001](#P11_9001)  Notification of product phase-out.

**SUBPART 11.1 – SELECTING AND DEVELOPING REQUIREMENTS DOCUMENTS**

*(Revised September 9, 2016 through PROCLTR 2016-09)*

**11.103 Market acceptance.**

(a) The contracting officer may require the demonstration in coordination with the product specialist, Office of Counsel, and procuring organization COMPAD.

**SUBPART 11.2 – USING AND MAINTAINING REQUIREMENTS DOCUMENTS**

*(Revised September 9, 2016 through PROCLTR 2016-09)*

**11.201 Identification and availability of specifications.**

(a) The product data specialist shall attach applicable GSA Index of Federal Specifications, Standards, and Commercial Item Descriptions to the Document Management System in EBS. The product data specialist shall attach the EBS document to the Material Master. ASSIST is linked to the Document Management System in EBS. The product specialist shall attach the EBS document to the Material Master. The procurement item description (PID) in the solicitation automatically references the technical documents.

(b) The product data specialist shall attach other non-index documents to the Document Management System in EBS. The product data specialist shall attach the EBS document to the Material Master.

**11.273 Substitutions for military or Federal specifications and standards.**

**11.273-3 Procedures.**

(2)(ii) The contracting officer shall coordinate with the product specialist for further coordination with DCMA.

**11.274 Item identification and valuation requirements.**

**11.274-2 Policy for unique item identification.**

(b)(2) Submit the D&F to the DLA Acquisition Operations Division.

**SUBPART 11.3 – ACCEPTABLE MATERIAL**

*(Revised December 16, 2016 through PROCLTR 2017-03)*

**11.302 Policy.**

(b) Acceptable material includes unused former Government surplus property unless restricted by the ESA. Offers for used, reconditioned, or remanufactured supplies must be coordinated with the product specialist. When the product specialist coordinates with the ESA, the ESA evaluation cost shall be included as an evaluation factor.

**11.390 Unused former Government surplus property.**

(a) Solicitations shall include procurement note C04 unless there is a documented restriction for unused former Government surplus property material. The procurement note is automatically included in automated solicitations.

\*\*\*\*\*

C04 Unused Former Government Surplus Property (DEC 2016)

To be considered for award, the offeror must complete and submit the following representation with their offer. Additional supporting documentation to demonstrate the surplus material offered was previously owned by the Government and meets solicitation requirements must be provided within 24 hours of request by the contracting officer.

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. Yes \_\_ No \_\_

The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and Government Entity (CAGE) Code and part number, specification, etc.). Yes \_\_ No \_\_

The material conforms to the revision letter/number, if any is cited. Yes \_\_ No \_\_ Unknown \_\_

If No, the revision does not affect form, fit, function, or interface. Yes\_\_ No \_\_ Unknown \_\_

The material was manufactured by:

(Name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(2) The offeror currently possesses the material Yes \_\_ No \_\_

If yes, the offeror purchased the material from a Government selling agency or other source**.** Yes \_\_ No \_\_ If yes, provide the following:

Government Selling Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Date: (Month, Year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other Source: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Acquired: (Month/Year) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(3) The material has been altered or modified. Yes \_\_ No \_\_

If Yes, the offeror must provide the name of the company that performed the alteration or modification and attach or forward to the contracting officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. Yes \_\_ No \_\_

If Yes, (i) the price offered includes the cost of reconditioning /refurbishment. Yes \_\_ No \_\_; and (ii) the offeror must provide information on the company that reconditioned the material with the certifications and attach or forward to the contracting officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard.

The material contains cure-dated components. Yes \_\_ No \_\_

If Yes, (i) the price includes replacement of cure-dated components. Yes \_\_ No \_\_; and (ii) provide cure date to the contracting officer.

(5) The material has data plates attached. Yes \_\_ No \_\_

If Yes, the offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the contracting officer. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(6) The offered material is in its original package. Yes \_\_ No \_\_

If yes, the offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the contracting officer a copy or facsimile of original package markings:

Contract Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NSN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CAGE Code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Part Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other Markings/Data­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(7) The offeror has supplied this same material (National Stock Number) to the Government before. Yes \_\_ No \_\_

If Yes, (i) the material being offered is from the same original Government contract number as that provided previously. Yes \_\_ No \_\_; and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(8) The material is manufactured in accordance with a specification or drawing. Yes \_\_ No \_\_

If Yes, (i) the specification/drawing is in the possession of the offeror. Yes \_\_ No \_\_; and (ii) the offeror has stated the applicable information below, or forwarded a copy or facsimile to the contracting officer. Yes \_\_ No \_\_

Specification/Drawing Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Revision (if any) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes \_\_ No \_\_

If Yes, (i) material has been re-preserved. Yes \_\_ No \_\_; (ii) material has been repackaged. Yes \_\_ No \_\_; (iii) percentage of material that has been inspected is \_\_\_\_%; and/or (iv) number of items inspected is \_\_\_\_\_\_\_; and (v) a written report was prepared. Yes \_\_ No \_\_; and if Yes, the offeror has attached the written report or forwarded it to the contracting officer. Yes\_\_ No\_\_

The offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, Inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

The offeror has attached or forwarded to the contracting officer one of the following, to demonstrate that the material being offered was previously owned by the Government (offeror check which one applies):

\_\_\_ For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DLA Disposition Services Form 1427, Notice of Award, Statement and Release Document.

\_\_\_ For DLA Disposition Services Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

\_\_\_ When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, commercial and Government entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. Yes \_\_ No \_\_.)

\_\_\_ When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

This only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer’s overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the DLAD procurement note L04, Offers for Part Numbered Items.

If requested by the contracting officer, the offeror shall furnish sample units, in the number specified, to the contracting officer or to another location specified by the contracting officer, within 10 days after the contracting officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted.

In the event of award, the contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order. The surplus material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. If higher-level contract quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

\*\*\*\*\*

(b)(1) All offers for unused former Government surplus property will be evaluated and a $200 evaluation factor shall be applied. Solicitations shall include procurement note M05 unless there is a documented restriction for unused former Government surplus property. The procurement note is automatically included in automated solicitations.

\*\*\*\*\*

M05 Evaluation Factor for Unused Former Government Surplus Property (SEP 2016)

(1) All offers for unused former Government surplus property shall have a $200 evaluation factor.

(2) All offers for CSI require evaluation by the ESA(s). An evaluation factor of $600 shall be applied for coordination with each ESA.

(3) If the contracting officer cannot determine acceptability and coordinates with the ESA(s) on other than CSI, an evaluation factor of $600 shall be applied for each ESA.

\*\*\*\*\*

(2) The contracting officer shall evaluate offers for unused former Government surplus property. If additional information is required to make a determination of acceptability, the contracting officer shall allow the offeror 24 hours to submit the additional documentation. If the offeror fails to respond in a 24-hour period, the offer will be deemed unacceptable and evaluation will proceed to the next in line offer, unless it is the only offer. If the contracting officer requires technical assistance or the item is a CSI, they shall send a pre-award referral to the product specialist.

**11.391 Part numbered items.**

(a) Offers for part numbered items may be other than exactly stated in the PID due to a variety of reasons such as administrative changes, engineering changes, reverse engineering, obsolescence or manufacturing enhancements. Contracting officers shall coordinate with product specialists for the review of an offer other than exact product. The product specialist will update the Material Master in

accordance with any change to part number. Solicitations and contracts shall include procurement note C01 when procuring part-numbered items.

\*\*\*\*\*

C01 Superseded Part Numbered Items (SEP 2016)

If an item part number is superseded during the term of this contract, the contractor shall advise the contracting officer immediately upon determination. The notice shall include complete information on the superseding item form, fit, function, configuration, application, or physical nature. The contracting officer will determine whether the item is acceptable to the Government, advise the contractor within seven days, and modify the contract accordingly.

\*\*\*\*\*

(b) Solicitations shall include procurement notes L04 and M06 when items are identified in the item description only by the name of an approved source (CAGE code), a part number, and a brief description.

\*\*\*\*\*

L04 Offers for Part Numbered Items (SEP 2016)

(a) For part numbered items, identified in the item description only by the name of an approved source (CAGE code), a part number, and a brief description.

Exact product ~~–~~ applies to contract line-item(s) (CLIN(s)): \_\_\_\_\_

CAGE code \_\_\_\_\_\_\_\_\_\_ part number \_\_\_\_\_\_\_\_

Alternate product – applies to CLIN(s):

CAGE code \_\_\_\_\_\_\_\_\_\_ part number \_\_\_\_\_\_\_\_

Superseding part number – applies to CLIN(s): \_\_\_\_\_

CAGE code \_\_\_\_\_\_\_\_\_\_ part number \_\_\_\_\_\_\_\_

Identify reason for superseding part number:

Administrative P/N change only: Yes\_\_\_\_ No\_\_\_\_

Minor change/No change in configuration: Yes\_\_\_\_ No\_\_\_\_

Previously-approved product – applies to CLIN(s): \_\_\_\_\_

Contract or Solicitation Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CAGE code \_\_\_\_\_\_\_\_\_\_ part number \_\_\_\_\_\_\_\_

Correction to CAGE/Part Number – applies to CLIN(s) \_\_\_\_\_

CAGE code in error/same corporation, different division Yes \_\_\_ No\_\_\_

CAGE code in error/sold to different corporation Yes \_\_\_ No\_\_\_

Part number not recognized Yes \_\_\_ No\_\_\_

Obsolete part number Yes \_\_\_ No\_\_\_

Other Yes \_\_\_ No\_\_\_

(b) Exact product means a product described by the name of an approved source and its corresponding part number cited in the item description; and manufactured by, or under the direction of, that approved source. An offeror of an exact product must meet one of the descriptions below.

(1) An approved source offering its part number cited in the item description;

(2) A dealer/distributor offering the product of an approved source and part number cited in the item description;

(3) A manufacturer who produces the offered item under the direction of an approved source; and has authorization from that approved source to manufacture the item, identify it as that approved source’s name and part number, and sell the item directly to the Government.

(4) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (3) above.

(c) Alternate product.

(1) The offeror must indicate that an alternate product is being offered if the offeror is any one of the following:

(i) An offeror who manufactures the item for an approved source cited in the item description, but does not have authorization from the approved source to identify it as the approved source part number, and sell the item directly to the Government;

(ii) A dealer/distributor offering the product of a manufacturer that meets the description in (i) above;

(iii) An offeror of a reverse-engineered product that is not cited in the item description; or

(iv) An offeror whose product does not meet the criteria of exact product, superseding product or previously approved product.

(2) An offer of an alternate product is an alternate offer.

(d) The offeror must indicate that a superseding part number is being offered if the offered item otherwise qualifies as an exact product, except that the part number cited in the item description has been superseded due to an administrative part number change with no change in configuration of the item.

(e) The offeror must indicate that a previously-approved product is being offered if the product offered has previously been delivered to the Government or otherwise previously evaluated and approved.

(f) Correction to CAGE/Part Number Cited in the Item Description

Submitted by offeror to notify the Government if there is a CAGE code error: same corporation/different division; sold to different corporation; part number not recognized; obsolete part number; other.

(g) Traceability documentation.

(1) The contracting officer may request evidence of the technical acceptability of the product offered. The evidence must be submitted within 2 days, or as otherwise specified, or the offer will not be considered.

(2) For offers of exact product, offerors other than the approved manufacturing source must retain evidence and provide the traceability evidence of the identity of the item and its manufacturing source when requested by the contracting officer.

(i) If offered item(s) are not in stock or not yet manufactured a copy of an original quotation from the approved source to the offeror identifying exact item cited in item description and a quantity sufficient to satisfy the solicitation requirement.

(ii) If offered item(s) are shipped or in stock, a copy of invoice on approved source's letterhead; or a copy of packing slip which accompanied shipment from approved source to offeror. The invoices and packing slips must identify exact item cited in item description and a quantity sufficient to satisfy the solicitation requirement.

(iii) If the offeror is an authorized dealer/distributor, or manufactures the item for an approved source, a copy of the contractual agreement with, or the express written authority of, the approved source to buy, stock, repackage, sell, or distribute the part. The agreement must specifically identify the exact item, or otherwise ensure that the offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is otherwise not product-specific, the offeror must furnish additional documentation to address the exact item being acquired.

(iv) Other verifiable information.

(3) For superseding part number, the offeror may be requested to furnish evidence to establish that there are no changes in the configuration of the part.

(4) For previously approved products, upon request of the contracting officer, the offeror must furnish the contract, solicitation, source approval request (SAR) package, or letter of approval under which the product was previously furnished or approved.

(h) Alternate offer data.

(1) The contracting officer may request drawings, specifications, or other data necessary to clearly describe the characteristics and features of an alternate offer. Data submitted shall cover design,

materials, performance, function, interchangeability, inspection or testing criteria, and other characteristics of the offered product. The contracting officer may also request drawings and other data covering the design, materials, etc., of the exact product cited in the item description if the Agency does not possess data sufficient to evaluate the alternate product. The data must be submitted within 10 days, or as otherwise specified, or the offer will not be considered.

(2) If the alternate product is a reverse-engineered product, the offeror shall provide: technical documentation to establish that the offered item represents the exact item specified in the item description (i.e., invoice from an approved source or submission of samples having markings of an approved source); number of samples that were examined; the process/logic used; raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item; any additional evidence that indicates the reverse-engineered item will function properly in the end item; and any evidence that life cycle/reliability considerations have been analyzed.

(j) Evaluation of Alternate Offers.

If the solicitation does not provide for evaluation of alternate offers for the current procurement, the offeror may submit a request for evaluation of the alternate product’s technical acceptability for future procurements of the same item. The request for evaluation shall cite the national stock number (NSN) of the exact product and include the applicable level of technical data. The level of technical data that the Government has available for use to evaluate the acceptability of an alternate product offered, and the corresponding level of technical data that must be furnished with an offer of alternate product, will be identified in the item description and/or via correspondence with the appropriate location below.

(1) For solicitation numbers beginning with SPE7:

DLA Land and Maritime

Directorate of Procurement

Alternate offer monitor, BPP

Post Office (P.O.) Box 3990

Columbus, Ohio 43218-3990

(2) For solicitation numbers beginning with SPE4:

DLA Aviation

Office of the Competition Advocate

Attention: BPC

8000 Jefferson Davis Highway

Richmond, Virginia 23297-5100

(3) For solicitation numbers beginning with SPE1, SPE2, SPE3, SPE5, or SPE8:

DLA Troop Support

Attention: (see note below)

700 Robbins Avenue

Philadelphia, Pennsylvania 19111-5096

Note: The address (attention line) will change based on the 4th digit of the PIIN as follows:

SPE1 = Clothing and Textile (C&T)

SPE2 = Medical

SPE3 = Subsistence

SPE5 = Industrial Hardware (formerly Aviation or L&M detachments)

SPE8 = Construction and Equipment (C&E)

(4) For solicitation numbers beginning with SPRRA1 and SPRRA2:

Defense Logistics Agency – DLA Aviation

Office of the Competition Advocate

Building 5201

Redstone Arsenal, Alabama 35898

(5) For solicitation numbers beginning with SPRPA1:

DLA Philadelphia

Competition Advocate Office

700 Robbins Avenue Building 1

Philadelphia, Pennsylvania 19111-5098

(6) For Tank-Automotive and Armaments Command (TACOM) Depot Level Repairable (DLR) - DLA Land and Maritime solicitations beginning with SPRDL1:

Defense Logistics Agency

DLR Procurement Operations - ZG

6501 East Eleven Mile Road

Warren, Michigan 48397-5000

(7) For Communications-Electronics Command (CECOM) DLR-DLA Land and Maritime solicitations beginning with SPRBL1:

Defense Logistics Agency

DLR Procurement Operations - ZL

6001 Combat Dr., Rm. C1-301

Aberdeen Proving Ground, MD 21005-1846

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M06 Evaluation of Offers of Alternate Product for Part Numbered Items (SEP 2016)

Offers of alternate product will not be evaluated for the contract action if:

(1) The solicitation is automated;

(2) It does not meet the dollar threshold for savings, after an evaluation factor of $600 is applied for coordination with each ESA; or

(3) When the time proposed for award does not permit evaluation, and delay of award would adversely affect the Government.

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**11.392 Traceability documentation.**

It is critically important for contracting officers to be able to confirm a documentation trail from the supplier to the approved manufacturer. Contractors are required to make available and retain traceability documentation (see [4.703](#P4_703)). Contracting officers shall request unredacted traceability documentation when there are potential indicators of risk such as:

Preaward traceability:

(i) The supplier has no past DLA history;

(ii) The price offered is lower than price of approved source or its authorized distributor;

(iii) The price offered is out of line with other quotes or past pricing history;

(iv) The price offered for new product is lower than price offered for surplus material;

(v) The manufacturer’s Contractor and Government Entity (CAGE) code identified in offer differs from CAGE code of approved manufacturing source in solicitation;

(vi) The offeror/contractor is reluctant or unable to provide traceability documentation;

(vii) The offeror’s/contractor’s phone number, address, email, or other vital information is missing, invalid, or suspicious;

(viii) The contractor invoices without delivering the supplies;

(ix) Contractor is on the DCRL for traceability concerns.

Examples of acceptable preaward traceability documentation are found at <http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/>

Postaward traceability.

(i) If preaward traceability was required or when other circumstances are warranted;

(ii) Independent distributors and brokers that do not keep inventory and procure the offered product after contract award. The postaward documentation demonstrates the complete line of ownership before the product is shipped.

(iii) Protest is received questioning awardee’s ability or intention to supply exact product. The contracting officer shall immediately request traceability documentation.

(iv) The contractor requests a modification changing the part number or other information related to its exact product representation.

(v) The contractor is on the DCRL for traceability concerns.

If the awardee does not have full traceability information, the contracting officer shall contact the product specialist to recommend that product verification testing be invoked using procurement note E05 (see 46.292).

The contracting officer determines the acceptability of traceability documentation and may request additional documentation necessary to support acceptability. When reviewing traceability documentation, special attention should be given to:

(i) The letterhead is correct and/or unaltered;

(ii) Signatures are legible and provided by authorized personnel;

(iii) There is no evidence of alteration, such as cutting and pasting/white out/scanning;

(iv) There are no missing documents;

(v) Dates are current;

(vi) Phone numbers are accurate;

(vii) Font styles are consistent;

(viii) There are no handwritten annotations on a typed document;

(ix) Line items reflect correct part numbers and quantities;

(x) Documents do not appear to have been reproduced repeatedly;

(xi) Documents do not have shaded areas, which may indicate information was covered up and the document recopied;

(xii) Correct division of manufacturing source is cited; or

(xiii) There are no disclaimers in the document (e.g., stating parts cannot be traced to the actual manufacturer or to any specific revision of the part, etc.).

If the offeror fails to provide sufficient information preaward within the time frame requested, the contracting officer shall consider the offer technically unacceptable and proceed to the next acceptable offer.

If the contractor fails to provide sufficient information postaward within the time frame requested, the award may be cancelled. If it is not in the Government’s best interest to cancel the award, the contracting officer may contact the product specialist to recommend that product verification testing be invoked using procurement note E05 (see 46.292).

The contracting officer shall reject redacted traceability documentation and notify the offeror or contractor. In all cases, any traceability documentation provided by offerors or contractors shall be treated as proprietary information and stamped accordingly.

**SUBPART 11.4 – DELIVERY OR PERFORMANCE SCHEDULES**

*(Revised September 9, 2016 through PROCLTR 2016-09)*

**11.401 General.**

(a) Requirements are provided on the purchase request in EBS.

(b) Small purchase auto evaluation exclusions and rejections shall consider delivery in evaluation of quotes.

**11.402-90 Time definite delivery (TDD) standards.**

Customer direct requirements on planned direct vendor delivery (DVD) contracts shall meet the TDD standards. Contract delivery time frames shall align to one of the following supplier responsibility points.

|  |  |  |  |
| --- | --- | --- | --- |
|  | TDD Category | | |
| Supplier Responsibility Points | CAT1 | CAT2 | CAT3 |
| Offer of materiel (to DCMA or transporter) | 1 day | 2 days | 3 days |
| Transporter carrier drop-off (at CONUS location) | 4 days | 7 days | 11 days |

Compliance with TDD standards shall be reviewed prior to option invocation and a waiver obtained prior to contract option invocation if supplier cannot meet the standards or cost to meet the standard is excessive.

Commercial industry standards exceeding TDD standards or excessive cost for TDD standards shall be discussed with and approved by customers and Planning. When the supplier's capability exceeds the standards, the contracting officer will coordinate with the requirements personnel and negotiate delivery standards to meet the needs of DLA customers at the best value to the government. A waiver to TDD standards is not required for the exceptions in [11.402-91](#P11_402_91).

A business decision must be documented by an economic analysis, business case analysis, or vendor stock retention model analysis. The DLA Acquisition Programs Division oversees compliance with DLAI 2112, Procedures for Initiating and Monitoring Planned Customer Direct Long-Term Contracts by conducting quarterly reviews of all planned DVD contracts and reporting the findings to the HCAs and the DLA Acquisition Director.

**11.402-91 TDD standards exclusions.**

(a) Non-stocked (acquisition advice code (AAC) “J”)

(b) Part numbered items or supplies with no NSN.

(c) Commercially available items. A maximum of three additional days may be added to the standards to support using commercially available delivery terms.

(d) Customer demand that exceeds the estimated annual quantity of the contract by 125%.

(e) Kitting items when the supplier must create a customized kit.

**SUBPART 11.5 – LIQUIDATED DAMAGES**

*(Revised September 9, 2016 through PROCLTR 2016-09)*

**11.501 Policy.**

(d) Request shall be submitted to DLA Acquisition Operations Division.

**SUBPART 11.6 – PRIORITIES AND ALLOCATIONS**

*(Revised September 9, 2016 through PROCLTR 2016-09)*

**11.603 Procedures.**

[DLA Instruction 1211, Industrial Capability Program – Statutory and Regulatory Requirements](http://www.dla.mil/Portals/104/Documents/J5StrategicPlansPolicy/PublicIssuances/i1211.pdf),contains the specific DLA procedures.

**SUBPART 11.7 – VARIATION IN QUANTITY**

*(Revised September 9, 2016 through PROCLTR 2016-09)*

**11.701 Supply contracts.**

(b) Variation in quantity shall be based on commodity, stock or non-stock, unit of issue, and advice code.

## SUBPART 11.90 – PRODUCT PHASE-OUT

*(Revised December 16, 2016 through PROCLTR 2017-03)*

**11.9001 Notification of product phase-out.**

(a) All solicitations and contracts shall include procurement note C02.

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C02 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components (DEC 2016)

The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the contract price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the contracting officer.

In the event that manufacturing phase-out or discontinuance of production of such items is contemplated, the contractor is required to notify the contracting officer and publish the discontinuance in the Government-Industry Data Exchange Program (GIDEP), where feasible; and to provide immediate advance notice of production phase-out to DLA DMSMS at dscc.dmsms@dla.mil.

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**PART 12 – ACQUISITION OF COMMERCIAL ITEMS**

*(Revised May 17, 2018 through PROCLTR 2018-07)*

**TABLE OF CONTENTS**

**SUBPART 12.1 – ACQUISITION OF COMMERCIAL ITEMS – GENERAL**

[12.102](#P12_102) Applicability.

**SUBPART 12.2 – SPECIAL REQUIREMENTS FOR THE ACQUISITION OF COMMERCIAL ITEMS**

[12.208](#P12_208) Contract quality assurance.

**SUBPART 12.3 – SOLICITATION PROVISIONS AND CONTRACT CLAUSES FOR THE ACQUISITION OF COMMERCIAL ITEMS**

[12.301](#P12_301) Solicitation provisions and contract clauses for the acquisition of commercial items.

[12.302](#P12_302) Tailoring of provisions and clauses for the acquisition of commercial items.

**SUBPART 12.4 – UNIQUE REQUIREMENTS REGARDING TERMS AND CONDITIONS FOR COMMERCIAL ITEMS**

[12.403](#P12_403) Termination.

**SUBPART 12.5 – APPLICABILITY OF CERTAIN LAWS TO THE ACQUISITION OF**

**COMMERCIAL ITEMS AND COMMERCIALLY AVAILABLE OFF-THE-SHELF ITEMS**

[12.504](#P12_504) Applicability of certain laws to subcontracts for the acquisition of commercial items.

**SUBPART 12.1 – ACQUISITION OF COMMERCIAL ITEMS – GENERAL**

*(Revised December 27, 2016 through PROCLTR 2017-08)*

**12.102 Applicability.**

(a)(i) The requirement in DFARS 212.102(a)(i) also applies when evaluating items or services for commerciality when the acquisition is valued $1 million or less.

(S-90) Part 12 is mandatory for the acquisition of commercial items, except for the exemptions at FAR 12.102(e). Part 12 cannot be used when—

(1) The material master indicates the item is not commercial.

(2) The material master does not indicate whether the item is commercial, but the item is clearly Government-unique.

(3) The acquisition is conducted using an automated procurement system that does not include FAR Part 12 terms and conditions.

(4) An order is issued against a pre-existing non-Part 12 contract.

(5) The following conditions apply:

(i) The material master does not indicate whether the item is commercial;

(ii) It is unclear whether the item is a type that is used by non-Government customers;

(iii) The acquisition is valued under the SAT; and

(iv) It is not cost-effective to conduct market research (reference FAR 10.001(a)(2)(iii)).

(S-91) The contracting officer – not the offeror or contractor – has the individual authority and responsibility to determine if an item or service meets the definition of “commercial item” in FAR 2.101.

(1) The contracting officer must ensure adequate market research was conducted and supporting documentation obtained to support a positive commercial item determination.

(i) Inclusion of an item or service in a catalog or on a GSA schedule is insufficient rationale by itself to support a positive commercial item determination.

(ii) To support a representation that an item meets paragraph (3)(i) of the commercial item definition, the offeror or contractor is responsible for demonstrating a modification is of a type customarily available in the commercial marketplace. Modifications to meet Government-specific requirements are not “customarily available in the commercial marketplace.”

(iii) The offeror or contractor is responsible for providing documentation or information supporting a representation that a modification is minor and meets paragraph (3)(ii) of the commercial item definition. This paragraph of the definition is intended to address minor modifications such as Government-unique paint color, special packaging, and minor changes in length, diameter, or headstyle of fasteners.

(2) The contracting officer must provide the commerciality determination to the product specialist, who will update the material master. This excludes items not managed by DLA (e.g. items acquired by DLR activities). A statement on the PR trailer will alert the contracting officer that a commercial item determination has been made.

(3) Contracts for commercial items must require that items added to catalogs after award are subject to a determination of commerciality.

(S-92) For AbilityOne acquisitions (reference FAR Subpart 8.7), use of Part 12 is discretionary.

(S-93) When the Government application for an item is different than the commercial application, the contracting officer must minimize risk to the Government by retaining Government-specific requirements (such as quality assurance, configuration control, preservation, packing, packaging, or marking), unless changes have been coordinated with the product specialist and any other appropriate personnel.

(S-94) The contracting officer must be able to demonstrate that the determination is reasonable, and the determination must be documented consistent with the size and complexity of the acquisition. If a commerciality determination is challenged, GAO considers the broad statutory and regulatory framework for defining a commercial item, the requirements of a specific solicitation, the substantive features of the item proposed, and the agency’s contemporaneous evaluation and source selection record.

(S-95) The contracting officer makes the final determination of commerciality but is required to request and consider the advice of appropriate specialists (see FAR 1.602-2(c)). DCMA personnel can also provide assistance in obtaining information to help support the contracting officer’s determination. If a requirement includes NSNs managed by another buying activity, the contracting officer must request and consider the advice of technical specialists at the managing activity. If technical advice from the managing activity is inconsistent with technical advice from the buying activity, the contracting officer must determine the reasons for the discrepancy and document how it was resolved. The contracting officer may make a determination of commerciality on the basis of that recommendation, unless there is some reason to question it. Buying activities are only required to conduct market research to the extent “appropriate to the circumstances,” in accordance with FAR 10.001.

(S-96) To determine that an item is commercial pursuant to the definition, the contracting officer shall obtain appropriate documentation as necessary, such as commercial product literature, technical opinion as to the effect of a modification, etc. The following guidance may be used when applicable with regard to the noted subsections of the definition:

(i) Subsection (2). For items that upgrade frequently, through product updates, model changes, and product improvements (for example, new versions of software), buying activities could demonstrate that the item will be available in time to satisfy the Government requirement by, for example, obtaining an announcement documenting when the new product will be available to the public.

(ii) Subsections (1) and (3). When making a determination that the item is commercial pursuant to the definition, risk to the Government is lowest if the contracting officer can obtain sufficient technical documentation to demonstrate direct traceability from the modified item. If that is not possible, the contracting officer may attempt to demonstrate commerciality by documenting that the offeror or contractor manufactures the Government-unique items on an integrated production line, with little differentiation between the commercial and Government items. Alternatively, the contracting officer may attempt to demonstrate commerciality by documenting that the Government-unique item and comparable commercial items have similar characteristics and are made with similar manufacturing processes.

(A) To support a representation that an item is commercial pursuant to the definition, the offeror or contractor must demonstrate that a modification is of a type customarily available in the commercial marketplace. A modification can be a “major” modification. If an offeror or contractor claims their item meets the definition, the contracting officer must conduct appropriate market research to confirm this. Modifications made for the purpose of meeting Federal Government requirements (i.e., Government-unique modifications) are not, by definition, “customarily available in the commercial marketplace.”

(B) The offeror or contractor must demonstrate that a modification is a minor modification made for the Government. If an offeror or contractor claims a modification is minor, the contracting officer must ensure an engineering analysis is conducted and/or technical judgment is exercised to confirm this claim. This portion of the definition is intended to address modifications such as Government-unique paint color; special packaging; ruggedization; and minor changes in length, diameter, or headstyle of fasteners. In making a determination whether a modification is minor, the contracting officer should consider the technical complexity of the change and the degree of risk associated with it. Risk can be gauged by the extent to which a change affects the contractor’s operation and the price impact of the change. If the price of a modified item is significantly more than the price of the commercial item, this may indicate that the modification involves a substantial amount of risk and may not be minor.

(iii) Subsections (5) and (6). Services acquired by the Government do not have to be identical to those provided to commercial customers, if there are sufficient common characteristics between the commercial services and those required by the agency/activity. The established market price does not have to be published or written so long as it can be ascertained and documented as required by the definition. It is a current price that is established in the course of ordinary and usual trade between buyers and sellers free to bargain and that can be substantiated by data from sources independent of the offeror. A price is based on a catalog or market price if the service being purchased is sufficiently similar to the catalog-priced or market-priced commercial service to ensure that any difference in prices can be identified and justified without using cost analysis.

(iv) Subsection (8). An item does not have to be developed at private expense to be commercial; except that nondevelopmental items must have been developed exclusively at private expense to be considered commercial. Even if the Government paid for development of an item, or if an item has a military origin, a commercial market can subsequently develop for that item. The issue of who paid for development should factor into the contract negotiations but is not part of the commercial item determination.

(S-97) *Potential indicators of commerciality*. The following guidance addresses some conditions that contracting officers may consider as indicators that an item or service is potentially commercial. In most cases, contracting officers will need to conduct additional market research to determine commerciality when these conditions exist.

(i) Commercial sales history.

(ii) Notices or brochures announcing new products or services.

(iii) Listing in catalogs or brochures.

(iv) *Distributors.* The existence of distributors may indicate an item or service is commercial. However, the contracting officer must determine the nature of the relationship between the manufacturer and the distributor, since some manufacturers use a distributor to handle Government sales. However, this does not necessarily mean the items or services are commercial.

(v) *Components of commercial end items.* If an end item has been determined to be commercial, many of the components of that end item are likely to be commercial. However, every component of a commercial end item cannot be presumed to be a commercial item. One way for the contracting officer to determine if all the components of a commercial end item can reasonably be considered commercial is to determine the basis for the commerciality determination of the end item. If an end item is a commercially available off-the-shelf (COTS) item, the contracting officer could reasonably make a determination that all the components of that end item are commercial. Generally, however, information on the end item alone will be insufficient to determine commerciality of the components, and information will be needed on the components themselves. This information could include sales and technical data.

(vi) *Prior agency or department determinations.* When Government acquisition personnel have previously determined that an item or service meets the commercial item definition, contracting officers should consider this a potential indicator of commerciality. The preference is to accept a prior determination of commerciality, unless there is a reason not to. However, contracting officers must conduct market research, to the extent appropriate to the circumstances, to determine if a prior commerciality designation is relevant to the current buy. Some factors to be considered include the circumstances of the prior determination, the extent of market research conducted, and similarities between the current acquisition and the prior buy. Prior determinations of commerciality do not relieve contracting officers from their individual responsibility to make determinations of commerciality on current buys, based on market research appropriate to the circumstances. In some cases, previous determinations of commerciality may involve specific circumstances, and the determination cannot be presumed to apply to the current acquisition.

(vii) *Contractor/subcontractor determinations.* Only the Government has the authority to determine if an item or service meets the commercial item definition at FAR 2.101. Contracting officers should consider contractor or subcontractor determinations as potential indicators of commerciality and must conduct market research to an appropriate extent to determine if such a prior commerciality designation can be applied to a current buy.

(viii) *Predominantly commercial facilities.* When contracting officers have evidence that an item is produced in a facility that is predominantly engaged in producing similar items for the commercial market, this should be considered a potential indicator of commerciality. Contracting officers must conduct market research to an appropriate extent to determine if sufficient documentation can be obtained on which to base a commerciality determination. It cannot be presumed that all items in a predominantly commercial facility are commercial, because some facilities produce both commercial and Government-unique items that are manufactured independently. However, products manufactured on integrated production lines with little differentiation between the commercial and Government products can generally be considered commercial.

(4) Contracts must require that additions to catalogs are subject to a determination of commerciality.

(S-98) If a prospective contractor offers any item other than the exact approved item cited in the item description, the alternate item must be evaluated for technical acceptability. Quoters or offerors must comply with the requirement in FAR 52.212-1 to provide a technical description of the items being offered in sufficient detail to evaluate compliance with solicitation requirements.

(S-99) The contracting officer may negotiate the Part 12 terms and conditions into the purchase order or contract when the conditions described below apply. (This is not a solicitation amendment, because all parties receiving the synopsis notice and/or the solicitation had the same opportunity to identify and offer an alternate item, including a commercial item.)

(i) The solicitation was not issued in accordance with Part 12, because the agency had not identified any commercial items that could meet the Government’s need (see FAR 10.002(d)(2)); and

(ii) An item is offered that is determined by the agency to meet the definition of commercial item at FAR 2.101 and to be technically acceptable in time for award under the instant acquisition.

(f)(1) The HCA is delegated the authority to make the determination that items will be used to facilitate defense against or recovery from nuclear, biological, chemical, or radiological attack. This determination should be placed in the contract file.

**SUBPART 12.2 – SPECIAL REQUIREMENTS FOR THE ACQUISITION OF COMMERCIAL ITEMS**

*(Revised December 27, 2016 through PROCLTR 2017-08)*

**12.208 Contract quality assurance.**

Quality assurance practices, such as in-process, in-plant inspection for critical application or complex items, are considered consistent with customary commercial practice when market research indicates they are at least sometimes used in the industry for items that are the same as or similar to the ones being acquired**.** When Government inspection and testing before tender for acceptance are determined necessary and cannot be considered consistent with customary commercial practices, the contracting officer must request a waiver (reference FAR and DLAD [12.302](#P12_302)(c)). When the Government needs to inspect before tender or deviate in any other way from FAR 52.212-4(a) with regard to quality assurance, tailor the solicitation/contract by attaching an addendum (reference FAR 12.302(d)). If the tailoring invokes contract terms and conditions that are consistent with customary commercial practice, a waiver is not required (reference FAR 12.302(c)); although an addendum is necessary to change the terms of the solicitation/contract. If FAR 52.212-4 is incorporated in the solicitation or contract reference with no addendum, the Government has only the rights explicitly stated in FAR 52.212-4(a).

**SUBPART 12.3 – SOLICITATION PROVISIONS AND CONTRACT CLAUSES FOR THE ACQUISITION OF COMMERCIAL ITEMS**

*(Revised May 17, 2018 through PROCLTR 2018-07)*

**12.301 Solicitation provisions and contract clauses for acquisition(s) of commercial items.**

(e) *Discretionary use of FAR provisions and clauses*. Pursuant to FAR 12.301 and 12.302, contracting officers must use their authority to tailor the standard FAR Part 12 terms and conditions as necessary to meet the Government’s needs. (See [12.208](#P12_208) concerning how to tailor FAR 52.212-4(a), Inspection/ Acceptance.) Subject to the procedures in FAR and DLAD 12.302, the contracting officer may include other DLAD provisions, clauses and procurement notes; and if necessary, make accompanying changes to the provision FAR 52.212-1 and clause FAR 52.212‑4.

(f) The DLA SPE has approved supplementation of the provisions and clauses in FAR Part 12 to require use of the following provisions, clauses, and procurement notes, when applicable:

(S-90) Reserved.

(S-91) Procurement notes C01, Superseded Part Numbered Items, as prescribed in [11.391](#P11_391)(a); L04, Offers for Part Numbered Items, as prescribed in [11.391](#P11_391)(b); and M06, Evaluation of Offers of Alternate Product for Part Numbered Items, as prescribed in [11.391](#P11_391)(b).

(S-92) Provisions and clauses below, as prescribed in FAR 16.203-4(a), 16.506(a)-(f), and 17.208(c):

(i) FAR 52.216-2, Economic Price Adjustment – Standard Supplies;

(ii) FAR 52.216-18, Ordering;

(iii) FAR 52.216-19, Order Limitations;

(iv) FAR 52.216-20, Definite Quantity;

(v) FAR 52.216-21, Requirements;

(vi) FAR 52.216-22, Indefinite Quantity;

(vii) FAR 52.216-27, Single or Multiple Awards; and

(viii) FAR 52.217-5, Evaluation of Options.

(S-93) Provision FAR 52.215-20, Requirements for Certified Cost or Pricing Data and Data Other Than Cost or Pricing Data, as prescribed in FAR 15.408(l); and clause 52.215-21, Requirements for Certified Cost or Pricing Data and Data Other Than Cost or Pricing Data – Modifications, as prescribed in FAR 15.408(m).

(S-94) Procurement note C02, Manufacturing Phase Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components, as prescribed in [11.9001](#P11_9001)(a).

(S-95) Procurement note C03, Contractor Retention of Supply Chain Traceability Documentation, as prescribed in [4.703](#P4_703)(a).

(S-96) Provision DFARS 252.209-7002, Disclosure of Ownership or Control by a Foreign Government, as prescribed in DFARS 209.104-70.

(S-97) Procurement note H04, Sourcing for Critical Safety Items as prescribed in [9.270-3](#P9_270_3)(a).

(S-98) Procurement note E05, Product Verification Testing, as prescribed in 46.292.

(S-99) Procurement note E06, Inspection and Acceptance at Origin, as prescribed in 46.402.

(S-100) Clause FAR 52.211-5, Material Requirements, as prescribed in FAR 11.304; procurement note C04, Unused Former Government Surplus Property, as prescribed in [11.390](#P11_390)(a); and procurement note M05, Evaluation Factor for Unused Former Government Surplus Property, as prescribed in [11.390](#P11_390)(b)(1).

(S-101) Procurement notes H01, Qualified Products List (QPL) for Federal Supply Class (FSC) 5935 Connector Assemblies and Contacts, as prescribed in [9.202](#P9_202)(a)(2)(i); H02, Component Qualified Products List (QPL)/Qualified Manufacturers List (QML), as prescribed in [9.202](#P9_202)(a)(2)(v); M01, Qualified Suppliers for Federal Supply Class (FSC) 5961 Semiconductors and Hardware Devices and FSC 5962 Electronic Microcircuits, as prescribed in [9.202](#P9_202)(a)(2)(ii); M02, Qualified Suppliers List of Manufacturers (QSLM) for Gun Parts Federal Supply Class (FSCs) 1005, 1010, 1015, 1025, 1055, and 1095, as prescribed in [9.202](#P9_202)(a)(2)(iii); and M03, Qualified Suppliers List for Manufacturers (QSLM)/Qualified Suppliers List for Distributors (QSLD) for Troop Support, as prescribed in [9.202](#P9_202)(a)(2)(iv).

(S-102) Procurement notes L01, Electronic Award Transmission; and L02, Electronic Order Transmission, as prescribed in [4.502](#P4_502)(b).

(S-103) Procurement note C05, Changes to Key Personnel, as prescribed in [37.103](#P37_103)(S-90).

(S-104) Reserved.

(S-105) Clause FAR 52.232-17, Interest, as prescribed in FAR 32.611.

(S-106) Clause FAR 52.242-13, Bankruptcy, as prescribed in FAR 42.903.

(S-107) Clause FAR 52.242-15, Stop Work Order, as prescribed in FAR 42.1305(b)(1).

(S-108) Provision 52.233-9001, Disputes – Agreement to Use Alternative Dispute Resolution (ADR), as prescribed in [33.214](#P33_214); and procurement note L06, Agency Protests, as prescribed in [33.103](#P33_103)(d)(4).

(S-109) Procurement note L07, Site Visit Instructions, as prescribed in [37.110](#P37_110)(a).

(S-110) Procurement notes E01, Supplemental First Article Exhibit Disposition – Contractor Maintained, and E02, Supplemental First Article Exhibit Disposition – Government Maintained, as prescribed in [9.306](#P9_306)(h); procurement note H03, Supplemental First Article Testing Requirements, as prescribed in [9.306](#P9_306)(a); and procurement note M04, Evaluation Factor for Government Testing of First Articles, as prescribed in [9.306](#P9_306)(i).

(S-111) Procurement note L08, Use of Supplier Performance Risk System (SPRS) in Past Performance Evaluations, as prescribed in [15.303](#P15_303)(c)(3)(i).

(S-112) Procurement notes L09, Reverse Auction, as prescribed in [15.407-90](#P15_407_90)(c); and L10, Competing Individual Delivery Orders Through Reverse Auctions, as prescribed in [15.407-90](#P15_407_90)(d).

(S-113) Clauses [FAR 52.246-11](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/52_246.htm#P201_41314), Higher-Level Contract Quality Requirement, as prescribed in 46.311; and 52.246-2, Inspection of Supplies – Fixed Price, as prescribed in 46.302.

(S-114) Procurement notes E03, Production Lot Testing – Contractor, as prescribed in 46.291(a); and E04, Production Lot Testing – Government, as prescribed in 46.291(b).

**12.302 Tailoring of provisions and clauses for the acquisition of commercial items.**

(a) Terms and conditions that can reasonably be presumed to have application in both Government and commercial markets (e.g., shipping instructions for extreme climates) may be included in solicitations and contracts for commercial items without conducting additional market research.

(b) *Tailoring 52.212-4, Contract Terms and Conditions – Commercial Items.*

(3) When fast payment procedures are authorized (see Subpart [13.3](#P13_3)), contracting officers may tailor the paragraph at FAR 52.212-4 (i), Payment, as necessary, to reflect fast payment procedure, which are authorized when specified conditions are met pursuant to the Prompt Payment Act and OMB Circular A-125.

(c) *Tailoring inconsistent with customary commercial practice.* Approval authority for waivers under FAR 12.302(c) is delegated to one level above the contracting officer.

(S-90) Contracting officers may delete from solicitations and contracts the portions of the provision at FAR 52.212-3 and the clause at FAR 52.212-5 that do not apply and replace them with applicable language, if any.

(S-91) Contracting officers must use their authority to tailor the standard FAR Part 12 terms and conditions as necessary to meet the Government’s needs (see [12.301](#P12_301)(e)).

**SUBPART 12.4 – UNIQUE REQUIREMENTS REGARDING TERMS AND CONDITIONS FOR COMMERCIAL ITEMS**

*(Revised December 27, 2016 through PROCLTR 2017-08)*

**12.403 Termination.**

(c) *Termination for cause.* The FAPIIS point of contact shall report contract terminations via email to the DLA Procurement Process and Systems Division FAPIIS POC within three (3) business days after the termination is reported to FAPIIS. The email shall be sent to FAPIISInbox@dla.mil and include the contract number, date and type of termination, any change, and date data was reported to FAPIIS.

**SUBPART 12.5 – APPLICABILITY OF CERTAIN LAWS TO THE ACQUISITION OF COMMERCIAL ITEMS**

*(Revised December 27, 2016 through PROCLTR 2017-08)*

**12.504 Applicability of certain laws to subcontracts for the acquisition of commercial items.**

(S-90) For the purposes of flowdown requirements pursuant to Part 12, treat Distribution and Pricing Agreements (DAPA) as subcontracts (reference FAR 52.212-5(e) and 52.244‑6(c)).

**PART 13 – SIMPLIFIED ACQUISITION PROCEDURES**

*(Revised September 1, 2017 through PROCLTR 2017-14)*

**TABLE OF CONTENTS**

[13.003](#P13_003) Policy.

**SUBPART 13.1 – PROCEDURES**

[13.106](#P13_106) Soliciting competition, evaluation of quotations or offers, award and documentation.

[13.106-3](#P13_106_3) Award and documentation.

**SUBPART 13.2 – ACTIONS AT OR BELOW THE MICRO-PURCHASE THRESHOLD**

[13.201](#P13_201) Actions at or below the micro-purchase threshold.

**SUBPART 13.3 – SIMPLIFIED ACQUISITION METHODS**

[13.301](#P13_301) Governmentwide commercial purchase card.

[13.303](#P13_303) Blanket purchase agreements (BPAs).

[13.303-2](#P13_303_2) Establishment of BPAs.

[13.303-3](#P13_303_3) Preparation of BPAs.

[13.390](#P13_390) Indefinite delivery purchase orders (IDPOs).

**SUBPART 13.4 – FAST PAYMENT PROCEDURE**

[13.402](#P13_402) Conditions for use.

**SUBPART 13.5 – TEST PROGRAM FOR CERTAIN COMMERCIAL ITEMS**

[13.501](#P13_501) Special documentation requirements.

**13.003 Policy.**

(e)(1) All items are candidates for automated solicitation, except that acquisitions for services, for non-NSN items, and for requirements bought using delivery orders against indefinite-delivery contracts are excluded. The criteria for exclusion of items for automated evaluation or award are included in the functional specifications and managed through automated procurement system internal controls. The Procurement Process Owner is the approval authority for system changes to the automated procurement exclusion capabilities. The HCA is the approval authority for exclusions for individual purchase requests or materials from automated solicitation, evaluation, or award for each supply chain. Individual purchase request or material exclusions will be recorded with a reason for exclusion and reported monthly to DLA Acquisition Programs by each procuring organization. The HCA must provide the determination to the DLA Acquisition Procurement Process and Systems Division Chief for entry into the automated system.

## SUBPART 13.1 – PROCEDURES

*(Revised September 1, 2017 through PROCLTR 2017-14)*

**13.106 Soliciting competition, evaluation of quotations or offers, award and documentation.**

**13.106-3 Award and documentation.**

(a) Use the PRC codes in [15.406-3(a)(11)](#P15_406_3_a_11).

(b) File documentation and retention. For micro-purchase procurements first time buy, the contracting officer documents the price reasonableness decision, and checking SAM.gov, with the Simplified Acquisition Award Documentation (SAAD) at [53.9013(a)](#P53_9013_a). For micro-purchases after the first time buy, the contracting officer only documents the PRC code and checking SAM.gov with the SAAD. Retain the SAAD in purchase order file.

## SUBPART 13.2 – ACTIONS AT OR BELOW THE MICRO-PURCHASE THRESHOLD

*(Revised September 1, 2017 through PROCLTR 2017-14)*

**13.201 General.**

(g)(1) For other than purchase card acquisitions, the authority is delegated to the contracting officer to determine that supplies or services will be used to support a contingency operation or to facilitate defense against or recovery from nuclear, biological, chemical, or radiological attack. For purchase card acquisitions, the determination authority is delegated to the HCA.

## SUBPART 13.3 – SIMPLIFIED ACQUISITION METHODS

*(Revised September 1, 2017 through PROCLTR 2017-14)*

**13.301 Governmentwide commercial purchase card.**

(a) The DLA Director delegated Level 4 agency/organization program coordinator appointment authority to the HCAs. HCAs may delegate this authority no lower than the CCO.

(b) Governmentwide commercial purchase cardholders shall follow DLAM 5025.07 at https://hqc.dla.mil/issuances/Pages/Manuals.aspx.

(c) The requirement to purchase AbilityOne items for all products on the AbilityOne procurement list may not be waived but can be satisfied by ordering from On-Base AbilityOne stores, AbilityOne.com, AbilityOne participating nonprofit agencies, or DoD EMALL.

(d) The requirement to use DoD EMALL may be waived when the use of DoD EMALL would not meet the delivery requirements or would result in unreasonable or excessive cost to the requiring activity.

(e) The following order of precedence is recommended to satisfy AbilityOne purchase requirements:

(1) On-Base AbilityOne stores, AbilityOne.com, or AbilityOne participating nonprofit agencies.

(2) DoD EMALL.

(3) Commercial sources.

**13.303 Blanket purchase agreements (BPAs).**

**13.303-2 Establishment of BPAs.**

(c)(3)(S-90) BPAs with federal supply schedule (FSS) contractors for non-FSS items shall state the BPA excludes all items on FSSs.

**13.303-3 Preparation of BPAs.**

(a)(1) HCAs shall establish the maximum aggregate amount, if any, of all calls to be issued against one BPA.

**13.390 Indefinite delivery contracts (IDCs) below the simplified acquisition threshold (SAT).**

(a) IDCs below the SAT use simplified procedures to acquire an indefinite quantity of supplies in amounts not to exceed the simplified acquisition threshold for the total contract period. The basic contract will establish the terms and conditions of the IDC below the SAT. IDCs below the SAT are useful when repetitive low dollar value purchases are made for the same item, the price of the item is expected to be stable, and expected yearly or other long–term demands are not sufficient to establish an indefinite delivery contract using FAR Part 15 procedures. A guaranteed minimum (GM) must be established for the base period and is optional for any option periods. To satisfy the GM, the first delivery order shall be issued with the basic contract or a GM account shall be established.

(b) Contracting officers shall coordinate expected duration and frequency with the materiel planner before deciding to use an IDC below the SAT.

(c) Only one IDC below the SAT shall be established per item; except that multiple IDCs below the SAT for the same item may be awarded if the awardee's performance under each IDC below the SAT is limited to a separate and distinct region or physical location.

(d) IDCs below the SAT may be unilateral or bilateral depending on the risk associated with the item and contractor.

(e) Contracting officers shall include procurement notes H05 or H06 in IDCs below the SAT RFQs.

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H05 Bilateral Indefinite-Delivery Contract (IDC) Below the Simplified Acquisition Threshold (SAT) (SEP 2017)

(1) The Government will award a bilateral IDC below the SAT resulting from this request for quote to the responsible offeror whose offer conforming to the terms and conditions in the request for quote will be most advantageous to the Government, price and other factors considered. The offeror receiving the award is required to sign the basic contract and return the signed contract to the contracting officer.

(2) Price evaluation will be based on the price quoted for the estimated annual demand in the schedule.

(3) Once the guaranteed minimum quantity for the IDC is met, the Government is under no obligation to place additional orders. The Government may place additional orders for the period of performance stated in the basic contract, effective from the date of the basic award. All additional orders will reference the basic contract, which documents the terms and conditions of the IDC. The maximum aggregate value of orders under the IDC below the SAT is stated in the basic contract; the aggregate value of all orders will not exceed the simplified acquisition threshold or, for IDCs below the SAT using FAR Subpart 13.5, the thresholds in 13.500(a).

(4) Pricing of orders. The unit price for orders is based on the price for the quantity range that will cover the total quantity on the order, regardless of destination, if applicable.

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H06 Unilateral Indefinite-Delivery Contract (IDC) Below the Simplified Acquisition Threshold (SAT) (SEP 2017)

(1) The Government will award an IDC below the SAT resulting from this request for quote to the responsible offeror whose offer conforming to the terms and conditions in the request for quote will be most advantageous to the Government, price and other factors considered.

(2) Price evaluation will be based on the price quoted for the estimated annual demand in the schedule.

(3) Acceptable contractor performance on the initial delivery order creates the IDC below the SAT, and is agreement by the contractor to accept additional orders under the same terms and conditions specified in the basic award.

(4) Once the guaranteed minimum quantity for the IDC is met, the Government is under no obligation to place additional orders. The Government may place additional orders for the period of performance stated in the basic award, effective from the award date. All additional orders will reference the basic award, which documents the terms and conditions of the IDC. The maximum aggregate value of orders under the IDC below the SAT is stated in the basic award; the aggregate value of all orders will not exceed the simplified acquisition threshold or, for IDCs below the SAT using FAR Subpart 13.5, the thresholds in 13.500(a).

(5) Pricing of orders. The unit price for orders is based on the price for the quantity range that will cover the total quantity on the order, regardless of destination, if applicable.

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**SUBPART 13.4 – FAST PAYMENT PROCEDURE**

*(Revised September 1, 2017 through PROCLTR 2017-14)*

**13.402 Conditions for use.**

(a) DLA Troop Support Construction and Equipment Prime Vendor programs and DLA Aviation Chemicals and Packaged Petroleum, Oils, and Lubricants requirements for OCONUS are authorized to use fast payment procedures on individual orders up to $150,000. (Refer to PROCLTR 16-03.)

(f) Internal controls to monitor contract actions using fast payment procedures are:

(1) Clause compliance. DLA Acquisition Policy division shall review monthly awards for compliance.

(2) Receipt validation. DLA Operations Order Management shall identify and obtain missing material receipt acknowledgements (MRAs).

(3) Shipment discrepancies. DLA Operations Order Management shall identify and take action on discrepant orders.

Quarterly reporting to the SPE is required to include metrics, deficiencies and corrective action plans.

(S-90) Fast payment procedures may be used for—

(1) OCONUS DLA Direct supporting Forward Stock Locations (FSL) initiatives when inspection and acceptance are at destination.

(2) OCONUS Customer Direct when inspection and acceptance are at destination.

(3) Customer Direct shipments to Consolidated Containerization Points (CCPs) when inspection and acceptance are at destination.

**13.404 Contract clause.**

(S-90) DEVIATION 17-03 waives the requirements in FAR 52.213(c)(2) for the FDT Program.

## SUBPART 13.5 – TEST PROGRAM FOR CERTAIN COMMERCIAL ITEMS

*(Revised September 1, 2017 through PROCLTR 2017-14)*

**13.501 Special documentation requirements.**

(b) Contract file documentation.

(1) Contracting officers shall use the Market Research for Commercial Items and Commerciality Determination Memorandum for Record (MFR) at [53.9013(b)](#P53_9013_b) and the MFR for Commercial Evaluation/Award Documentation at [53.9013(c)](#P53_9013_c).

**PART 15 – CONTRACTING BY NEGOTIATION**

*(Revised May 17, 2018 through PROCLTR 2018-07)*

**TABLE OF CONTENTS**

**SUBPART 15.3 – SOURCE SELECTION**

[15.303](#P15_303) Responsibilities.

**SUBPART 15.4 – CONTRACT PRICING**

[15.402](#P15_402) Pricing policy.

[15.403](#P15_403) Obtaining certified cost or pricing data.

[15.403-1](#P15_403_1) Prohibition on obtaining cost or pricing data (10 U.S.C. 2306a and 41 U.S.C. chapter 35).

[15.403-3](#P15_403_3) Requiring data other than certified cost or pricing data.

[15.403-4](#P15_403_4) Requiring certified cost or pricing data (10 U.S.C. 2306a and 41 U.S.C. chapter 35).

[15.404](#P15_404) Proposal analysis.

[15.404-1](#P15_404_1) Proposal analysis techniques.

[15.406](#P15_406) Documentation.

[15.406-1](#P15_406_1) Prenegotiation objectives.

[15.406-3](#P15_406_3) Documenting the negotiation.

[15.407-90](#P15_407_90) Reverse auction.

[15.408](#P15_408) Solicitation provisions and contract clauses.

**SUBPART 15.6 – UNSOLICITED PROPOSALS**

[15.606](#P15_606) Agency procedures.

## SUBPART 15.3 – SOURCE SELECTION

*(Revised May 17, 2018 through PROCLTR 2018-07)*

**15.303 Responsibilities.**

(a) For acquisitions valued at $1 billion or greater, the appointed Source Selection Authority (SSA) shall be at the Senior Executive Service/General Officer/Flag Officer (SES/GO/FO) level. For acquisitions greater than or equal to $100 million and less than $1 billion, the HCA is authorized to appoint the SSA. The HCA may delegate SSA appointment authority no lower than the CCO. For acquisitions estimated between $10 million and $100 million, the SSA will be the contracting officer unless the HCA or the delegee appoints someone else.

(c)(3)(i) Include procurement note L08 in solicitations when Supplier Performance Risk System (SPRS) will be used in the evaluation of suppliers’ past performance for best value source selections valued under $10 million

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L08 Use of Supplier Performance Risk System (SPRS) in Past Performance Evaluations (APR 2018)

(1) The Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil) (formerly Past Performance Information Retrieval System – Statistical Reporting (PPIRS-SR)) will be used in the evaluation of suppliers’ past performance.

(2) SPRS collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier’s performance history by Federal supply class (FSC) and product or service code (PSC). The SPRS application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies being purchased.

(3) The quality and delivery classifications identified for a supplier in SPRS will be used by the contracting officer to evaluate a supplier’s past performance in conjunction with the supplier’s references (if requested). The Government will use this past performance information in accordance with the basis for award stated in the solicitation.

(4) SPRS classifications are generated daily, Monday through Friday, for each contractor and can be reviewed by following the access instructions in the User’s Manual found at https://www.sprs.csd.disa.mil/pdf/PPIRS-SR\_UserMan.pdf. Contractors are granted access to SPRS for their own classifications only. Suppliers are encouraged to review their own classifications, the SPRS reporting procedures and classification methodology detailed in the User's Manual, and SPRS Evaluation Criteria available from the references at https://www.sprs.csd.disa.mil/pdf/SPRS\_DataEvaluationCriteria.pdf. The method to challenge a rating generated by SPRS is provided in the User’s Manual.

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## SUBPART 15.4 – CONTRACT PRICING

*(Revised October 2, 2016 through PROCLTR 2017-01)*

**15.402 Pricing policy.**

(a)(2)(i) The contracting officer may determine the price of a sole source item meets the “adequate price competition” definition in FAR 15.403-1(c)(1)(i) with a single manufacturing source when there are two offers (usually distributors for the sole source original equipment manufacturer (OEM)). When receiving two offers, the contracting officer documents how the offered prices are independent. Contracting officers shall use the following guidelines in making the determination:

(A) Consider the OEM strategy for selling or distributing products, for example:

(*1*) Selling direct to all customers;

(*2*) Selling through their own financially-affiliated network of dealers or distributors;

(*3*) Selling to multiple independent (not financially affiliated) dealers or distributors; or

(*4*) Entering a sole dealer or distributor relationship.

(B) Review financial relationships for common ownership, control, or other business relationship that prevents independent pricing. For example, dealers or distributors cannot set their own prices or buy and manage an inventory of items. When OEMs do not provide data under FAR 15.404-3, or when dealers or distributors cannot perform analysis under FAR 15.404-3, this may suggest control by the OEM and a lack of price independence.

(C) Consider the low offerer’s price in comparison to historical prices paid. A pattern of frequent or substantial price increases under a dealer or distributor relationship may suggest the absence of an independent business relationship. For example, a dealer or distributor increases prices by 20 percent yearly, but the applicable producer price index (PPI) or cost index for material and labor increased at a significantly lower rate.

(D) Search CBAR, or contact the ACO, to review the contractor’s current purchasing system and estimating system status, as applicable, based on the business.

(3) When using a market basket or similar solicitation evaluation, contracting officers shall use one of the pricing models below. Ensure the items selected for the market basket represent the scope, extent, and complexity of the acquisition and all cost drivers. Cost drivers are high dollar value, high purchase frequency, and high volume items forecast for procurement. The contracting officer decides the cost driver population by analyzing historical demand data, expected future demand, and other relevant data. Final market baskets must represent the various types of items in the solicitation and advise the contracting officer of the expected cost to the Government. Post-award pricing strategies shall ensure fair and reasonable prices paid for all items purchased under the contract. The pricing strategy shall address how new items added to the contract and price changes to existing items under the contract will be determined fair and reasonable. See Subpart [17.95](#P17_95) when the contracting officer relies on the contractor’s purchasing system to corroborate the contractor competed items or services or to help in justifying the prices are fair and reasonable. Approved pricing models are below. New models or variations to these models must follow the requirements in this paragraph.

(i) Pricing Model: Fixed price using distribution and pricing agreement (DAPA) and Federal Supply Schedule (FSS) pricing

(A) Program Example: Medical/Surgical and Pharmaceutical

(B) Pre-Award Price Reasonableness Determination: Each item before award.

(C) Post-Award Price Reasonableness Determination: New items and price changes after award.

(ii) Pricing Model: Fixed price using market basket

(A) Program Example: Subsistence CONUS and OCONUS

(B) Pre-Award Price Reasonableness Determination: Each item in the market basket before award. The market basket must represent at least 40% of the estimated dollar value, with added items judgmentally selected to represent all distribution categories to the maximum extent possible. The market basket must contain a minimum of 75 items.

(C) Post-Award Price Reasonableness Determination: Each item before adding to the catalog.

(iii) Pricing Model: Fixed price using price evaluation list

(A) Program Example: MRO Supplies

(B) Pre-Award Price Reasonableness Determination: Each item before award. The price evaluation list must represent the scope, extent, and complexity of the acquisition, and include all cost drivers.

(C) Post-Award Price Reasonableness Determination:

(*1*) For line items below the micro- purchase threshold, a representative statistical sampling of lines meeting a 90% confidence level and a 10% error rate, determination is by 60 days after award.

(*2*) For line items with an extended value greater than or equal to the micro-purchase threshold and less than $10,000, at least 30% determined before award and the balance by 60 days after order.

(*3*) For line items with an extended value greater than or equal to $10,000, determination is for each item before order.

(*4*) Determination made for each item added or price change post award.

(*5*) Determination made for 100% of incidental services

(iv) Pricing Model: Fixed price using price evaluation list

(A) Program Example: Metals

(B) Pre-Award Price Reasonableness Determination: Each item before award. The price evaluation list must represent the scope, extent, and complexity of the acquisition, and include all cost drivers.

(C) Post-Award Price Reasonableness Determination: Each item added, incidental service or price change.

(v) Pricing Model: Multiple award, fixed price using price evaluation list and competition of each order

(A) Program Example: Special Operations Equipment, MRO Supplies (CENTCOM), Fire Fighting and Emergency Services Equipment, Wood Products.

(B) Pre-Award Price Reasonableness Determination: Each item before award.

The price evaluation list must represent the scope, extent, and complexity of the acquisition, and include all cost drivers.

(C) Post-Award Price Reasonableness Determination: Each item added or incidental service~~.~~

The contracting officer provides fair opportunity to compete for orders to all contract holders under FAR 16.505 (b).

(vi) Pricing Model: Fixed price using pre-priced core list

(A) Program Example: MRO Supplies

(B) Pre-Award Price Reasonableness Determination: Each item before award. The price evaluation list must represent the scope, extent, and complexity of the acquisition, and include all cost drivers.

(C) Post-Award Price Reasonableness Determination: Each item added or incidental service or price change.

(vii) Pricing Model: Fixed price using pre-priced core list

(A) Program Example: e.g. integrated prime vendor (IPV)

(B) Pre-Award Price Reasonableness Determination: Each item on the core list before award. The contracting officer places unpriced items representing the balance of total requirements in a Schedule. Competitively awarded core list using best value. Core list is a percentage of the total item requirements and must represent the scope, extent, and complexity of the acquisition, and includes all cost drivers.

(C) Post-Award Price Reasonableness Determination: Each item added or incidental service or price change. All requirements identified must be in the Core List. Only items on the Core List may be ordered.

**15.403 Obtaining certified cost or pricing data.**

**15.403-1 Prohibition on obtaining certified cost or pricing data (10 U.S.C. 2306a and 41 U.S.C. chapter 35).**

(c) Standards for exceptions from certified cost or pricing data requirements.

(3) Commercial items.

(B) DLA Acquisition Contract and Pricing Compliance Division prepares the annual report for approval by the Senior Procurement Executive.

(4) Waivers. HCAs submit exceptional case TINA waivers for procurements that exceed $100 million to the Contract and Pricing Compliance Division for SPE coordination.

(B) DLA Acquisition Contract and Pricing Compliance Division prepares the annual report for approval by the Senior Procurement Executive.

(C) The contracting officer must initiate discussions with CCC to request confirmation of the price reasonableness determination when price analysis indicates a significantly different price from CCC. Provide price analysis results in request to CCC.

**15.403-3 Requiring data other than cost or pricing data.**

(a) General.

(4) The HCA’s authority is not delegable.

**15.403-4 Requiring certified cost or pricing data (10 U.S.C. 2306a and 41 U.S.C. chapter 35).**

(a)(1) The threshold applies to the contract value as defined in FAR 1.108(c).

**15.404 Proposal analysis.**

**15.404-1 Proposal analysis techniques.**

(a) General.

(5)(S-90) For actions exceeding the TINA threshold, the contracting officer must query Contractor Business Analysis Repository (CBAR) for:

(A) Indirect and Direct rates,

(B) Status of Business Systems and withholds,

(C) CAS Disclosure statements,

(D) CAS noncompliances,

(E) FPRA/FPRR,

(F) IR&D and B&P information, and

(G) Business Clearance Information.

(S-91) The contracting officer will decide the scope of the analysis needed (evaluation of material costs only; evaluation of material and labor costs only; complete analysis or audit) and when pricing office support is required. The pricing office works with product specialists and engineering analysts for technical support for negotiation and requests DCMA or DCAA support if external resources are needed.Contracting officers can ask for a price analysis or cost/price analysis when:

(A) Sealed bid acquisitions at the TINA threshold or more when the contracting officer

receives a sole responsive bid;

(B) Negotiated acquisitions that exceed the TINA threshold ($200,000 for FPI),

when the contracting officer does not receive adequate price competition;

(C) Defective pricing;

(D) Reportable audits;

(E) Potential overpricing;

(F) Unbalanced pricing; or

(G) Business system reviews.

(b) Price analysis for commercial and non-commercial items.

(2) The contracting officer must document the index used to compare the item or service proposed price to the historical price. Contracting officers should use an index that captures historical or actual price changes such as an index from U.S. Bureau of Labor Statistics (BLS). When projecting current prices into future periods, contracting officers must rely on indexes that estimate future price changes such as Global Insight. The contracting officer must consider the trend of the selected index.

(v) Contracting officer must not use DLA standard price, budgetary estimates, provisioning estimates, stocking models (VSRM), and material acquisition unit price (MAUC) (unless based on recent purchases and escalated to the intended award date) for comparative price analysis and price reasonableness determinations.

**15.406 Documentation.**

**15.406-1 Prenegotiation objectives.**

(b)(1) For acquisitions above the SAT and up to $10 million, that do not use cost analysis, the contracting officer documents the prenegotiation objectives in the Price Negotiation Memorandum (PNM). The contracting officer may use a memorandum or briefing charts to document the objectives before negotiations.

(2) For acquisitions over $10 million, and for those under $10 million involving cost analysis, the contracting officer must use a Price Negotiation Objective Memorandum (PNOM).

(b)(ii) Adjudication Procedures*.* When the HCA cannot reach resolution with DCAA, the contracting officer provides the DLA Acquisition Contract and Pricing Compliance Division Chief documentation of the unresolved audit to inform the DLA Acquisition Director. The DLA Acquisition Director may discuss resolution with the DCAA Director before DCAA refers to the Director, Defense Procurement and Acquisition Policy.

**15.406-3 Documenting the negotiation.**

(a) Contracting officers must use a standard Price Negotiation Memorandum (PNM) format from the PNM Checklist Competitive at [53.9015(a)](#P53_9015_a) or the PNM Checklist Non-Competitive at [53.9015(b)](#P53_9015_b), including PNOMs, to ensure the information is documented in a consistent format.

(11) “Price reasonableness codes” (PRCs) are two position codes in EBS. The first position identifies the support, if any, the contracting officer received. The second position identifies price analysis technique, and cost analysis if performed. Contracting officers must ensure appropriate PRC code is in EBS.

First Position:

B Contracting officer analysis.

F DCAA or DCMA support.

P Price/Cost Analyst support.

V Value Engineering Office support.

X Contracting officer relied on automated purchase pricing logic.

Second Position:

A Adequate price competition from at least two manufacturers or providers of service(s) (FAR 13.106-3(a)(1) or FAR 15.403-1(c)(1), 15.404-1(b)(2)(i) and DFARS 215.371-3).

B Adequate price competition from at least one manufacturer and at least one non-manufacturer or at least two non-manufacturers (FAR 13.106-3(a)(1) or 15.404-1(b)(2)(i), FAR   
15.403-1(c)(1), DFARS 215.371-3 and 15.402).

C Current price lists, catalogs, or advertisements (FAR 13.106-3(a)(2)(iii)). For simplified acquisition procedures only.

D Market research (FAR 13.106-3(a)(2)(i)) or comparison with similar items in a related industry (FAR 13.106-3(a)(2)(iv)). For simplified acquisition procedures only.

E Item price set by law or regulation (FAR 15.403-1(b)(2)).

F Cost analysis of offeror’s cost or pricing data combined with price analysis (FAR   
15.404-1(c)).

G Comparison to historical prices paid, whether by the Government or other than the Government, for same or similar items and prior price is a valid basis for comparison as supported by prior file documents (FAR 13.106-3(a)(2)(ii), FAR 15.404-1(b)(2)(ii), DFARS PGI 215.403-3(4) and PGI 215.404-1(b)(iii)(A)).

H Comparison to independent government estimate (FAR 13.106-3(a)(2)(vi), or independent government cost estimate (FAR 15.404-1(b)(2)(v)).

I Data other than certified cost or pricing data, excluding cost data, submitted and no other analysis code applies (FAR 15.404-1(b)(2)).

J Any other reasonable basis (FAR 13.106-3(a)(2)(vii)). For simplified acquisition procedures only.

N Comparison with competitive published price lists, published market prices of commodities, similar indexes, and discount or rebate arrangements for the same or similar items (FAR 15.404-1(b)(2)(iv)).

O Parametric estimating methods or application of rough yardsticks after further analysis (FAR 15.404-1(b)(2)(iii)).

P Comparison of proposed prices with prices found through market research for the same or similar items (FAR 15.404-1(b)(2)(vi)).

R Value analysis (FAR 15.404-1(b)(4)), Contract Pricing Reference Guide Volume 1, 6.1.5) used with a price analysis technique, or techniques, in FAR 15.404-1(b)(2)(ii) through (vii), inclusive. File documentation must include description of price analysis technique (s) used and value analysis conclusion(s). For future acquisitions, the contracting officer shall not use actions coded with “R” for comparison unless there is a valid basis for comparison.

W Award is an unpriced purchase order or undefinitized contract action (code first position “B”).

X Quote meets automated pricing logic conditions for price reasonableness. EBS assigns “X” in the first position. Not used for manual awards. For future acquisitions, the contracting officer shall not use actions coded with “X” for comparison.

Y Contracting officer’s determination that prices are fair and reasonable under FAR 13.106-3(a)(2)(v), FAR 13.106-3(a)(3) or FAR 13.203(a)(3). Used only for manual awards at or below the simplified acquisition threshold. For future acquisitions, the contracting officer shall not use actions coded with “Y” for comparison.

Z When an offeror does not comply with a requirement to submit data for a contract, or subcontract (FAR 15.403-3(a)(1)) and the HCA approved the determination (FAR 15.403-3(a)(4)). For future acquisitions, the contracting officer shall not use actions coded with “Z” for comparison. Contracting officer may use with any commercial acquisition and non-commercial actions up to the TINA threshold.

When elevating negotiations under FAR 15.405(d), and negotiations end with an award decision, use the correct analysis code C, D, F, G, H, I, J, N, O, P, R or Z and document the file.

**15.407-90 Reverse Auction.**

(a) Policy.

(1) The contracting officer must consider using reverse auctions in solicitations for competitive procurements valued above the micro-purchase threshold. The contracting officer must document the contract file when competitive procurements do not use reverse auction above the SAT.

(2) When reverse auction is used, the contracting officer must use the DLA reverse auction pricing tool and enable the “Lead/Not Lead” feature when price is the sole evaluation factor.

(3) The CCO shall send reverse auction reports to reverse auction program manager in the DLA Acquisition Contract and Pricing Compliance Division by the close of business each Friday. Reports must include historical, direct, and indefinite-delivery contract savings. Indefinite-delivery contract savings are reported for each contract period. Report format is provided by reverse auction program manager. Negative reports required.

(i) Last price paid - final auction price X quantity = historical savings

(ii) Lowest offered pre-auction price - lowest offered post-auction price X quantity = direct savings

(iii) Direct savings X estimated annual quantities = indefinite-delivery contract estimated savings

(iv) Direct savings X actual quantities ordered during contract period = indefinite-delivery contract adjusted savings

(b) General guidance for selecting reverse auction candidates.

(1) A reverse auction is an internet-based or electronic commerce acquisition tool following traditional auction principles. It allows the Government to buy goods and services from offerors in a dynamic environment where offerors successively bid prices down until the auction ends.

(2) A reverse auction works well when competing an order for items or services on General Services Administration (GSA) schedules and DOD multiple-award indefinite-delivery type contracts. Conditions best suited for a reverse auction include high volume, commodity type commercial items or commodity-like services that do not have exact or lengthy specifications, are available off the shelf, or competed solely using price.

(c) Solicitations shall include procurement note L09 when the contracting officer mayuse a reverse auction.

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L09 Reverse Auction (OCT 2016)

The Contracting Officer may utilize reverse auctioning to conduct price discussions. If the Contracting Officer does not conduct a reverse auction, award may be made oninitial offers or following discussions. If the Contracting Officer decides to use line reverse auctioning to conduct price negotiations, the Contracting Officer will notify Offerors of this decision and the following applies:

(1) The contracting officer may use reverse auction as the pricing technique during discussions to receive the final offered prices from each offeror.

(2) During each round of reverse auction, the system displays the lowest offer price(s) unless the auction instructions are different. All offerors and authorized auction users see the displayed lowest price(s). This disclosure is anonymous and a generic identifier displays for the offeror. Generic identifiers include designators such as “offer A” or “lowest-priced offeror.” By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.

(3) An offeror’s final auction price at the close of the reverse auction is considered its final price proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the contracting officer decides that further discussions are needed and final price proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the contracting officer determines that it would be in the best interest of the Government to re-open the auction.

(4) The contracting officer identifies participants to the DLA commercial reverse auction service provider. To be eligible for award and participate, the offeror must agree with terms and conditions of the entire solicitation and the commercial reverse auction service. The reverse auction pricing tool system administrator sends auction information in an email. The reverse auction system designates offers as "lead," meaning the current low price in that auction, or "not lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "lead" and the second or subsequent offer of that price as "not lead." If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation or a low-price technically acceptable source selection is being used, the "Not Lead” offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award. If evaluation factors in addition to price were listed in the solicitation and a tradeoff source selection is being used, tie offers that are "Not Lead" will be considered and evaluated.

(5) Offerors unable to enter pricing through the commercial reverse auction service provider’s system during a reverse auction must notify the contracting officer or designated representative immediately. The contracting officer may, at their sole discretion, extend or re-open the reverse auction if the reason for the offeror’s inability to enter pricing is determined to be without fault on the part of the offeror and outside the offeror’s control.

(6) Training. The commercial reverse auction service provider or government representative conducts training for offerors. Offerors receive training through written material, the commercial reverse auction service provider’s website, or other means. Trainers name employees successfully completing the training as a “Trained Offeror.” Only trained offerors may engage in a reverse auction. The contracting officer reserves the right to remove the “trained offeror” title from anyone who fails to obey the solicitation or commercial reverse auction service provider terms and conditions.

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(d) Competing individual delivery orders through reverse auctioning. Contracting officers must use procurement note L10 when reverse auction may be used for some or all delivery orders issued against a multiple award contract with competitive ordering. Examples include FAR Subpart 8.4 requests for quotes and blanket purchase agreements (BPAs) when the BPA ordering process follows FAR 8.405-3(c)(2)(ii) or (iii).

\*\*\*\*\*

L10 Competing Individual Delivery Orders Through Reverse Auctions (OCT 2016)

(1) A reverse auction may be used as the price negotiation technique when competing delivery orders under this contract. The contracting officer issues a request for proposal. After receiving proposals, the contracting officer will then send written notice via email to contractors with specifics about the reverse auction.

(2) Each contractor identified by the contracting officer as a participant in the reverse auction will be contacted by the DLA commercial reverse auction service provider to advise the contractor of the event and to provide an explanation of the process.

(3) The reverse auction will be conducted using the commercial reverse auction service provider’s website, as embedded in the email notification. Participants shall be responsible for providing their own computer and Internet connection.

(4) Prior to the reverse auction, the Government will determine whether all participants’ prices, or just the lowest price(s), will be disclosed to other auction participants and to anyone else having authorized access to the auction. This disclosure is anonymous, meaning that each participant’s identity will be concealed from other participants (although it will be known to the Government). If the Government opts to disclose one or more participant’s prices, only generic identifiers will be used for each participant’s proposed pricing (e.g., “participant A or “lowest priced participant”). By submitting a proposal for a solicitation that includes this note, a contractor agrees to participate in the reverse auctions that will be conducted for award of specific delivery orders to be issued under the resulting multiple award contract, and that its quoted prices for a delivery order may be disclosed to other Contractors participating in the reverse auction.

(5) Any contractor unable to enter pricing through the commercial reverse auction service provider’s system during a reverse auction must notify the contracting officer or designated representative immediately. The contracting officer may, at their sole discretion, extend or re-open the reverse auction if the reason for the contractor’s inability to enter pricing is determined to be without fault on the part of the participant and outside the contactor’s control.

(6) Training. The commercial reverse auction service provider or government representative conducts training for offerors. Offerors receive training through written material, the commercial reverse auction service provider’s website, or other means. Trainers name employees successfully completing the training as a “Trained Offeror.” Only trained offerors may engage in a reverse auction. The contracting officer reserves the right to remove the “trained offeror” title from anyone who fails to obey the solicitation or commercial reverse auction service provider terms and conditions.

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**15.408 Solicitation provisions and contract clauses.**

(5) Insert DFARS 252.215-7009, Proposal Adequacy Checklist, in all solicitations that are sole source

and exceed the TINA threshold.

## SUBPART 15.6 – UNSOLICITED PROPOSALS

*(Revised October 2, 2016 through PROCLTR 2017-01)*

**15.606 Agency procedures.**

(a)(S-90) Organizations receiving an unsolicited proposal (UP) must forward them to their unsolicited proposal coordinator and the DLA Acquisition Operations UP program manager. The DLA Acquisition Operations UP program manager decides the correct unsolicited proposal coordinator(s) when needing evaluation by multiple organizations. Unsolicited proposal coordinators must:

(i) Coordinate and manage UPs;

(ii) Protect UPs from unauthorized disclosure (FAR 15.608 and 15.609); use cover sheet provided in FAR 15.609 for all stages of the Government’s handling of a UP;

(iii) Advise UP program manager when a UP needs wider consideration in DLA;

(iv) Preserve accurate and complete disposition record of all UP processed;

(v) Ensure all affected evaluation offices and personnel follow FAR 15.608 and 15.609;

(vi) Ensure evaluators provide supporting reason for conclusions and recommendations. When recommending the UP for acceptance, ensure evaluators specify available funds or programmed funds; and

(vii) Send to contractors expressing interest in sending a UP the information in FAR 15.604(a)(1) through (6).

(S-91) Detailed procedures.

(i) The UP coordinator reviews the submission and decides if it meets all UP factors and sends written notice to the UP offeror within 15 days (follow FAR 15.601-1(b) or (c) as applicable). When the UP coordinator needs extra evaluation time, provide an interim response to the offeror within 15 days stating that more review is required, and that the final response is expected to be completed within 30 days from receipt of the submission, but that a further interim response will be provided at that time if evaluation cannot be completed, giving the estimated time for completion. TheUP coordinator normally provides a final response within 30 days. When UP coordinator needs more than 30 days to evaluate, the coordinator or DLA Acquisition Operations UP program manager sends a notice to the offeror with the estimated completion date. The UP coordinator must complete the review in 90 days from UP receipt.

(ii) The coordinator forwards the UP submission to the correct technical or other personnel for evaluation. When evaluations need extra information, the coordinator contacts the UP offeror to request the information. The coordinator tells the offeror that it assumes all risk and expense for sending extra information, and that the request for extra information does not create a commitment by the government. The coordinator tells the DLA Acquisition Operations UP program manager they asked for added information.

(iii) Following the evaluation, the coordinator informs the offeror by letter of the final determination. If the submission is not a valid unsolicited proposal or is otherwise unacceptable, the letter states that determination and an explanation of the rationale in accordance with FAR 15.603(c) and 15.607(a), as applicable. If the submission is determined to be a valid UP, the coordinator informs the offeror and includes a caution, in accordance with FAR 15.607(a), that a favorable comprehensive evaluation of an unsolicited proposal does not, in itself, justify awarding a contract without providing for full and open competition and that the unsolicited proposal will be provided to an appropriate contracting officer for a determination of whether further action is appropriate in accordance with FAR 15.607(b).

(iv) On receiving a valid UP from the coordinator, the responsible contracting officer will decide the correct contract action, if any, following FAR 15.607(b) and coordinating with the correct requiring activity. If the contracting officer determines that the UP represents a valid requirement and the conditions for proceeding with a procurement are met, the contracting officer must provide for full and open competition or justify limiting sources, as applicable. The contracting officer notifies offeror in writing if negotiations in accordance with FAR 15.607(b) will commence.

(b) Organization coordinators responsible for UPs.

(S-90) DLA Land and Maritime – Competition Advocate (primary) and Procurement Process Directorate (alternate)

(S-91) DLA Troop Support – Pricing and Strategy Division Chief

(S-92) DLA Aviation – Pricing Division Chief

(S-93) DLA Energy – Acquisition Policy and Oversight Associate Director

(S-94) DLA Disposition Services – Acquisition Procedures Division Chief

(S-95) DLA Distribution – Acquisition Policy Chief

(S-96) DLA Strategic Materials – Contracting Director

(S-97) DLA Contracting Services Office – Contract & Pricing Compliance Division Chief

**PART 16 – TYPES OF CONTRACTS**

*(Revised August 3, 2017 through PROCLTR 2017-17)*

**TABLE OF CONTENTS**

**SUBPART 16.1 – SELECTING CONTRACT TYPES**

[16.190](#P16_190) Long-term contracting.

[16.191](#P16_191) Bridge contracts.

**SUBPART 16.2 – FIXED PRICE CONTRACTS**

[16.203](#P16_203) Fixed‑price contracts with economic price adjustment.

[16.203‑2](#P16_203_2) Application.

[16.290](#P16_290) Procurement notes.

**SUBPART 16.5 – INDEFINITE‑DELIVERY CONTRACTS**

[16.501-2](#P16_501_2) General.

[16.504](#P16_504) Indefinite‑quantity contracts.

[16.505](#P16_505) Ordering.

[16.590](#P16_590)Procurement notes.

**SUBPART 16.6 – TIME‑AND‑MATERIALS, LABOR-HOUR, AND LETTER CONTRACTS**

[16.601](#P16_601) Time and materials contracts.

**SUBPART 16.1 – SELECTING CONTRACT TYPES**

*(Revised August 3, 2017 through PROCLTR 2017-17)*

**16.190 Long-term contracting.**

Contracting officers shall establish and process LTCs in accordance with the following:

(a) Use LTCs for stock replenishment consumable items that have frequent, consistent, and predictable demands, as well as non-replenishment items having at least 12 demands per year. Renew items currently on LTC, provided they have had at least 4 demands in the previous year. Exclude items if they have 2 years DLA stock on hand, unless the PLT is 18 months or greater or there is no planned buy within 2 years. The DLR sites will follow theMilitary Service procedures for managing items on LTCs.

(b) Make awards for supplies and services valued over the SAT within the established number of days after receipt of the PR as shown below, based on the type and dollar value of the procurement:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Sole Source** | | | | |
|  | >$150K-$700K | >$700K-$10M | >$10M-$100M | >$100M-$500M | >$500M |
| Days from PR to Award | 110 | 140 | 180 | 210 | 270 |
|  | **Competitive** | | | | |
|  | >$150K-$700K | >$700K-$10M | >$10M-$100M | >$100M-$1B | >$1B |
| Days from PR to Award | 110 | 135 | 180 | 215 | 270 |

**16.191 Bridge Contracts.**

(a) For purposes of this section, the terms “contract” and “contracts” include contract actions with a total estimated value above the SAT, including task or delivery orders, and orders against GSA Schedule contracts.

(b) Contracting officers shall only use a bridge contract when it is not possible to award the planned follow-on contract in sufficient time to meet the Government’s requirements. Bridge contracts are an impediment to competition and may extend the use of acquisition or pricing strategies that are no longer appropriate for the current environment. A bridge contract may be appropriate when—

(1) The competitive follow-on contract or solicitation has been protested;

(2) The approved acquisition strategy requires a necessary change and is endorsed by the HCA;

(3) A statutory or regulatory change necessitates a change prior to award; or

(4) Other circumstances, demonstrated to not be due to lack of advance planning or inadequate procurement execution, result in delay of a solicitation or award.

(c) The contracting officer shall—

(1) Prepare a J&A, with the program office, when applicable, in accordance with FAR Part 6 or other applicable FAR Part (e.g., FAR 8.405-6 or FAR 16.505(b)(2)(ii)(B)) to support solicitation and award of a bridge contract; and a request to the HCA for approval to solicit and award the bridge contract. Prepare the J&A in conjunction with the request, unless FAR 6.302-2 or other provision of FAR Subpart 6.3 is applicable.

(2) Include in the J&A (or the request for approval, if a J&A is not required to proceed pursuant to FAR 6.302-2 or other provision of FAR Subpart 6.3) a detailed rationale for use of a bridge contract; an explanation why the need for a bridge contract is not due to lack of advance planning or inadequate procurement execution; a justification for the length of the bridge; and a discussion of actions to be taken to avoid this bridge request and additional bridge contracts. The required level for processing the J&A for approval is based on the total estimated value of the contract action.

(3) Present the request to issue a bridge contract, with supporting J&A, to the HCA for approval before soliciting, negotiating, and awarding a bridge contract; the HCA is not required to sign the J&A if the J&A approval authority is at a lower level. The HCA may delegate approval authority to the CCO for bridge contracts valued above the SAT up to $1M. Include the request with HCA or CCO approval in the contract file. Provide a copy of the approval and relevant supporting documentation (e.g., J&A) to the DLA Acquisition Operations Division within thirty (30) days of awarding the bridge contract.

(4) When awarding a bridge contract to the incumbent on a sole source basis, issue a separate contract instead of an extension or modification to the existing contract. Code such contracts in FPDS-NG as sole source.

(5) Report numbers and status for all bridge contracts exceeding the SAT to the DLA Acquisition Operations Division.

**SUBPART 16.2 – FIXED-PRICE CONTRACTS**

*(Revised August 3, 2017 through PROCLTR 2017-17)*

**16.203 Fixed‑price contracts with economic price adjustment.**

**16.203-2 Application.**

(S-90)Contracting officers are not required to reflect changes in the costs or established prices of a specific contractor in established prices and cost indexes. Contracting officers may derive established prices and cost indexes from sales prices in the marketplace, quotes, or assessments as reported or made available in a consistent manner in a publication, electronic database, or other form, by an independent trade association, Government body, or other third party independent of the contractor. Contracting officers may combine more than one established price or cost index in a formula for economic price adjustment purposes in the absence of an appropriate single price or cost index.

(S-91) Although a specific item or element of cost may require EPA coverage, the contracting officer shall also determine whether an EPA clause should cover the entire end item in order to take advantage of competitive market forces or moderate price fluctuations. Base this decision, which may be an appropriate element of tradeoff in negotiations, on risk and price analyses of the alternatives.

(S-92) All EPA FAR and DFARS clauses and DLAD and local procurement notes shall contain the contractor’s warranty that the contract prices do not include allowance for any contingency to cover increased costs also considered by the EPA clause or procurement note. The contracting officer shall ensure that contractors comply with this warranty.

(S-93) If it becomes apparent that an EPA clause is clearly justified in a solicitation or contract but was not included, the contracting officer may include a FAR or DFARS clause or DLAD or local procurement note as an amendment or bilateral modification.

(S-94) Send proposed EPA local procurement notes to the DLA Acquisition Policy Division for approval. General Counsel shall review proposed EPA DLAD and local procurement notes.

**16.290 Procurement notes.**

(a) *Adjustments based on established prices – standard supplies.* If the contracting officer determines that no existing FAR or DFARS EPA clause, DLAD procurement note or local procurement note is appropriate, the contracting officer may develop an alternate to an existing EPA clause as a one-time use procurement note in accordance with [1.301(a)(1)(iii)(A)](#P1_301_a_1_iii_A). The CCO may approve the one-time use procurement note for a single procurement if the procurement note fulfills a specific and unique requirement of the acquisition or is a result of negotiations, subject to review by Counsel prior to incorporation into a solicitation or contract.

(1) Contracting officers may use procurement note C13 in solicitations and contracts, when the contracting officer determines that the use of the clause at FAR 52.216-2 is inappropriate (reference FAR Deviation #2008-02).)

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C13 Economic Price Adjustment – Standard Supplies (AUG 2017)

(a) The contractor warrants that the unit price stated in the schedule for \_\_\_\_\_\_\_\_\_ [offeror insert schedule line item number] is not in excess of the contractor’s applicable established price in effect on the contract date for like quantities of the same item. The term “unit price” excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term “established price” means a price that --

(1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and

(2) Is the net price after applying any standard trade discounts offered by the contractor.

(b) The contractor shall promptly notify the contracting officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items ordered on and after the effective date of the decrease in the contractor’s established price, and this contract shall be modified accordingly.

(c) If the contractor’s applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the contractor’s written request to the contracting officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this procurement note shall not exceed 10 percent of the contract unit price [at the outset of each performance/ordering period].

(2) The increased contract unit price shall be effective --

(i) On the effective date of the increase in the applicable established price if the contracting officer receives the contractor’s written request within 10 days thereafter; or

(ii) If the written request is received later, on the date the contracting officer receives the request.

(3) The increased contract unit price shall not apply to quantities [ordered] under the contract before the effective date of the increased contract unit price.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the contracting officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the contractor’s written request, the contracting officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this procurement note, and thereafter if there is no cancellation, the contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

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(2) Contracting officers may use procurement note [M09](#P16_290_i) for fresh fruits and vegetables under the DLA Troop Support subsistence supply chain for long term contracts (reference FAR Deviation #2008-02).

(3) Contracting officers may use a local procurement note in any DLA Multiple Award Schedule solicitation or contract instead of FAR 52.216-2.

(b) *Adjustments based on established prices – semi-standard supplies.* The contracting officer may use a local procurement note with FAR clause 52.216-3.

(c) *Adjustments based on cost indexes of labor or material.*

(1) The contracting officer may include an index clause in solicitations and resulting contracts only if the contracting officer documents in the acquisition plan that the acquisition satisfies the requirements of FAR 16.203-4(d) and DFARS 216.203-4(d). The contracting officer shall select the most appropriate index published by the Bureau of Labor Statistics (BLS). The contracting officer may use another index if the contracting officer determines that no BLS index is suitable and documents in the acquisition plan the specific BLS indexes considered, why they were unsuitable, and rationale demonstrating the suitability of the index selected.

(2) If any applicable index is discontinued or its method of derivation is altered substantially, or the contracting officer determines that the index consistently and substantially fails to reflect market conditions, the parties shall agree upon an appropriate substitute index for determining price adjustments. The contracting officer shall modify the contract to reflect such substitute index, effective on the date the index specified in the contract is no longer published or began to consistently and substantially fail to reflect market conditions.

(d) *Price adjustment for Department of Labor Index.*

(1) The contracting officer may use procurement note C09 in solicitations and contract awards when—

(i) Unpredictable increases or decreases in the cost of producing the items are expected or pricing uncertainties exist for a component or components of the end item, and the change in cost of production or component prices can be tracked via the Producers Price Index (PPI) published by the BLS; or unpredictable increases or decreases in the cost of producing the items are expected or pricing uncertainties exist for labor, and the change in cost of production can be tracked via the Employment Cost Index (ECI) published by the BLS.

(ii) The circumstances in FAR 16.203-4(d)(1) exist;

(iii) The contracting officer considers the use of this procurement note appropriate; and

(iv) The requirements of FAR 16.203-3 and DLAD Subpart 16.2 are met.

(2) The contracting officer shall coordinate with the procuring organization pricing office before selecting the index. For procuring organizations with no pricing office, the contracting officer shall coordinate the fill-in sections with the DLA Acquisition Contract & Pricing Compliance Division.

(3) Notes for fill-in text:

(i) Paragraph (b)(1): Enter the appropriate Price Index (ECI, PPI, etc.) code number identification and title in the fill-in. Normally, unadjusted indexes should be used (as opposed to seasonally adjusted indexes). Note: If it is determined that the index to be used will only measure part of the cost of production or material, then that percentage which is measured can be specified. For example, if the component is cotton and the Bureau of Labor Statistics (BLS) index is only judged to measure 50% of the contract price, then this should be specified such as 50% times the base price.

(ii) Paragraph (b)(2): Enter the number of months, or quarters for ECI, for the adjusting price index.

(iii) Paragraph (b)(3): One box must be selected. Enter the number of months, or quarters for ECI, in each fill-in. Note: If final indexes are used, adjust the number of months, or quarters, in the second fill-in to account for first published indexes.

(iv) Paragraph (c)(1): Enter the number of price adjustments per contract year.

(v) Paragraph (d): Enter the appropriate percentage price increase ceiling, considering the length of contract performance, index volatility, and ratio of the cost covered by this clause to the total contract price. Any percentage over 10 percent requires approval by the chief of the contracting office.

(vi) Paragraph (f)(2): Enter the minimal dollar amount for an adjustment to be made for retroactive price changes. The default is $500.

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C09 Economic Price Adjustment – Department of Labor Index (AUG 2017)

(a) Warranties. The contractor warrants that--

(1) The base unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced shall be computed in accordance with the provisions of this clause.

(b) Definitions. As used throughout this clause –

(1) *"Index"* for the purpose of price adjustment under this clause shall be the Producer Price Index(es) reported in the monthly publication entitled, “Producer Price Indexes”, published by the United States (U.S.) Department of Labor (DOL), Bureau of Labor Statistics (BLS) for the following code number(s) and title(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_( contracting officer fill-in)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; or the Employment Cost Index(es) reported in the quarterly publication entitled, “Employment Cost Indexes,” published by the United States (U.S.) Department of Labor (DOL), Bureau of Labor Statistics (BLS) for the following code number(s) and title(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(contracting officer fill-in)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(2) *"Base index"* is the arithmetic average of the final version of the indexes published for the \_\_\_\_ months, or \_\_\_\_ quarters for ECI, preceding the closing date for receipt of proposals or the date required for receipt of final proposal revisions, if discussions were held.

(3) *"Adjusting index"* shall be the \_\_\_\_ arithmetic average of the [ ] first published or [ ] final version of the index for the \_\_\_\_ months, or \_\_\_\_ quarters for ECI, prior to the month in which the adjusting contract modification is effective.

(4) *"Base unit price"* is the unit price applicable to a quantity of a contract line item established at contract award, exclusive of any price adjustment pursuant to this clause.

(5) *“Adjustment period”* is the period during which a particular adjustment to the unit price under this clause (calculated at the beginning of the adjustment period) will be applicable. The length of each adjustment period in months shall be calculated by dividing 12 by the number of adjustments allowed per year in (c)(1) below.

(c) Adjustments. Prior to the end of each adjustment period, the contracting officer shall calculate the adjusting index and any adjusted contract unit price(s) for the new adjustment period, and modify the contract accordingly. Price adjustments pursuant to this clause shall be made by contract modification, issued by the contracting officer and will show the base index, the adjusting index, the base unit price, the mathematical calculations, and the changed unit price(s). The price adjustment shall be applicable to orders issued after the effective date of the contract modification establishing the unit price for the adjustment period. The price adjustment(s) for each adjustment period will be based on the percentage change between the base index and the adjusting index for the adjustment period, as applied to the base unit price.

(1) The Government shall be entitled to a price decrease in any particular adjustment period if the adjusting index is less than the base index. There shall be \_\_\_\_\_\_\_ price adjustments per contract year.

(2) Example of adjustment calculation:

|  |  |
| --- | --- |
| Base Index = | 109.88\* |
| Adjusting index = | 112.72\* |
| Less base index = | 109.88 |
| Change to index = | 2.84 |
| Divide change to index by base index = | 2.84 / 109.88 = .02585 (2.585%)\*\* |
| Multiply by the base unit price = | $50.00 x .02585 = $1.29\*\*\*  = Unit Price Adjustment |
| Adjusted unit price = | $51.29 |

\* In computing the base and adjusting indexes, the resulting figure shall be rounded to the second decimal place.

\*\* This figure shall be rounded to the fifth decimal place.

\*\*\* All dollar figures shall be rounded to the nearest cent.

(d) Upward ceiling on economic price adjustment. No upward ceiling shall apply under this economic price adjustment clause, unless the BLS series is based on indices below the six-digit level (an index “below the six-digit level” in BLS usage means an index whose identifier exceeds six-digits). For any BLS series that is below the six-digit level, the following ceiling shall apply: The contractor agrees that the aggregate of the increases in any contract unit price under this clause shall not exceed \_\_\_% (percent) of the original base unit price, except as provided hereafter.

(1) If at any time the contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the adjustment ceiling for any item, the contractor shall promptly notify the contracting officer in writing of the expected increase. The notification shall include a revised ceiling the contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the contracting officer.

(2) If an increase in the index would raise a contract unit price for an item above the current ceiling, the contracting officer may issue a contract modification to raise the ceiling. If the contract ceiling will not be raised, the contracting officer shall so promptly notify the contractor in writing.

(e) Invoices. The prices payable under this contract will be based on the latest adjusted unit price incorporated into the contract as of the date of order.

(f) Retroactive adjustment. Paragraph applies only if “first published index” is selected in paragraph (b)(3) above. The contractor may request a retroactive adjustment for orders that have been delivered during an adjustment period for which payment has already been made, based on the difference between a higher final revised index applicable to an adjustment period and the index values used in calculating the unit price for that adjustment period, and subject to the adjustment ceiling in (d) above and when the following conditions are met:

(1) The request for equitable adjustment clearly establishes that the unit price adjustment for the adjustment period would have been higher if the final revised index had been used, and identifies all invoices and payments to which it is applicable, cites the specific index differences relating to the requested adjustment, and provides a calculation of the total net price adjustment for items delivered during that adjustment period.

(2) No retroactive equitable adjustment shall be made under this clause unless the total dollar change for items delivered is $\_\_\_\_\_\_ ($500.00 unless otherwise stated) or more for the applicable adjustment period(s).

(3) The contractor’s written request must be received by the contracting officer within 45 days following publication of the final revised index.

The Government shall be entitled to a downward adjustment based on the difference between a lower final revised index applicable to an adjustment period and the index values used in calculating the unit price for that adjustment period, subject to the limitation in paragraph (f)(2).

(g) Revision of index. In the event –

(1) Any applicable index is discontinued or its method of derivation is altered substantially; or

(2) The contracting officer determines that the index consistently and substantially fails to reflect market conditions, the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the index was discontinued, altered, or began to consistently and substantially fail to reflect market conditions.

(h) Final invoice. The contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(i) Disputes. Any dispute arising under this clause shall be determined in accordance with and subject to the “Disputes” clause of the contract.

\*\*\*\*\*

(e) *Adjustments based on established market prices or indexes.*

(1) The contracting officer shall determine the most appropriate international, national, regional, or local area market. The EPA clause or procurement note included in the solicitation or contract shall identify the index or established market price, the document containing such index or price, and its effective date or period.

(2) If the contracting officer is unable to identify an established market price or index that satisfactorily reflects economic fluctuations, the contracting officer may include fill-ins in the EPA provision in the solicitation for offerors to recommend the most appropriate established market price or index. If the offeror does not propose an established market price or index, the contracting officer may consider the most appropriate established catalog price.

(3) Contracting officers shall consider the length of contract performance when entering the appropriate percentage price increase ceiling, located in paragraph (c)(1) of procurement note C09. Any percentage over 10 percent requires approval by the CCO or designee, or not lower than one level above the contracting officer. Such approval may cover more than one contract and extend over a stated definite period of time not to exceed two years, at which time the contracting officer shall review the adjustment ceiling again.

(4)The contracting officer may use procurement note L24 in solicitations and contracts when items being acquired are commercial items for which manufacturers or suppliers have established, published prices meeting the definition of market price or catalog price.

**\*\*\*\*\***

L24 Economic Price Adjustment (EPA) – Established Prices (AUG 2017)

(a) The contractor warrants that the unit price stated in the Schedule for \_\_\_\_\_\_\_\_\_ [offeror insert Schedule line item number] is not in excess of the contractor’s applicable established price in effect on the contract date for like quantities of the same item. The term “unit price” excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term “established price” means a price that --

(1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and

(2) Is the net price after applying any standard trade discounts offered by the contractor.

(b) The contractor shall promptly notify the contracting officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the contractor’s established price, and this contract shall be modified accordingly.

(c) If the contractor’s applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the contractor’s written request to the contracting officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed \_\_\_ percent of the original contract unit price.

(2) The increased contract unit price shall be effective –

(i) On the effective date of the increase in the applicable established price if the contracting officer receives the contractor’s written request within 10 days thereafter; or

(ii) If the written request is received later, on the date the contracting officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the contractor, within the meaning of the default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the contracting officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the contractor’s written request, the contracting officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase, except as follows.

(i) The contractor may, after that time, deliver any items that were completed or in the process of manufacture at the time of receipt of the cancellation notice, provided the contractor certifies and notifies the contracting officer of such items within 10 days after the contractor receives the cancellation notice.

(ii) The Government shall pay for those items at the contract unit price increased to the extent provided by paragraph (d) of this clause.

(iii) Any standard steel supply item shall be deemed to be in the process of manufacture when the steel for that item is in the state of processing after the beginning of the furnace melt.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

(e) The contractor shall certify on each invoice that each unit price stated therein reflects all decreases required by this clause and shall certify on the final invoice that all price decreases required by this clause have been applied in the manner required herein.

(f) Disputes. Any dispute arising under this clause shall be determined in accordance with the Disputes clause of the contract.

\*\*\*\*\*

(f) *Adjustments based on established catalog prices.* The contracting officer may include an established catalog price-type EPA clause ([FAR 52.216-2 or 52.216-3](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/52_215.htm#P371_55149), [DFARS 252.216-7000 or 252.216-7001](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfars252_215.htm#P218_13677)) in solicitations and resulting contracts for an item previously bought without such EPA clause only after the contracting officer determines that an index-type or an established market-priced EPA is unsuitable (i.e., does not meet the requirements of [FAR 16.203-4(d](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/16.htm#P67_13268)) and DFARS 216.203-4(d), or does not describe the supplies with specificity) and documents in the acquisition plan the results of actions taken in reaching this determination.

(g) The contracting officer may only use these procurement notes when the requirements of FAR 16.203-2 are met, the contracting officer makes the determination required by FAR 16.203-3, and the contracting officer determines that none of the standard FAR EPA clauses are appropriate for use in the acquisition.

(h) The contracting officer shall include procurement note L25 in solicitations when using negotiation procedures that include economic price adjustments.

\*\*\*\*\*

L25 Evaluation of Offers – Economic Price Adjustment (AUG 2017)

(a) Offers in response to solicitations will be evaluated without adding any amount for economic price adjustment unless the economic price adjustment (EPA) clause included in the solicitation provides for offerors to specify the portion of the contract price subject to EPA. In this case, the offered price(s) subject to the EPA clause will be adjusted to the maximum possible extent under the EPA using the price ceiling limitation provision of such clause for the basic contract plus all options covered by the evaluation. The resulting price(s) will be used for evaluation of offers.

(b) If a successful offeror stipulates a lower maximum increase limitation then that included in the solicitation, it will be incorporated into the resulting contract.

(c) Offers which (1) increase the maximum ceiling percentage specified in the solicitation, (2) stipulate a maximum decrease limit, or (3) delete or otherwise alter the economic price adjustment clause, will not be considered for award, unless the contracting officer determines that award on such basis is in the best interests of the Government and all offerors are afforded an opportunity to offer on the same basis.

\*\*\*\*\*

(i) Contracting officers may use procurement note M09in contracts, including those subject to FAR Part 12, that meet the criteria in FAR 16.205 for fixed price prospective price redetermination and have been deemed unsuitable for economic price adjustment and have pricing based on the date supplies are ordered rather than on date of delivery (reference FARS DEV 13-07).

\*\*\*\*\*

M09 Procurement Note Price Redetermination – Prospective (AUG 2017) (DEVIATION - PERMANENT)

(a) The unit prices and the total price stated in this contract shall be periodically redetermined in accordance with this procurement note, except that --

(1) The prices for supplies ordered and services performed before the first effective date of price redetermination (see paragraph (c) of this clause) shall remain fixed; and

(2) In no event shall the total amount paid under this contract exceed any ceiling price included in the contract.

(b) Definition. “Costs,” as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Price redetermination periods. For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend from the date of the contract to \_\_\_\_\_\_\_\_, (see note (1)) and the second and each succeeding period shall extend for \_\_\_\_\_\_ [insert appropriate number] months from the end of the last preceding period, except that the parties may agree to vary the length of the final period. The first day of the second and each succeeding period shall be the effective date of price redetermination for that period.

(d) Data submission.

(1) Not more than \_\_\_\_\_\_\_ nor less than \_\_\_\_\_\_ (see note (2)) days before the end of each redetermination period, except the last, the contractor shall submit --

(i) Proposed prices for supplies that may be ordered or services that may be performed in the next succeeding period, and –

(A) An estimate and breakdown of the costs of these supplies or services in the format of Table 15-2, FAR 15.408, or in any other form on which the parties may agree;

(B) Sufficient data to support the accuracy and reliability of this estimate; and

(C) An explanation of the differences between this estimate and the original (or last preceding) estimate for the same supplies or services; and

(ii) A statement of all costs incurred in performing this contract through the end of the \_\_\_ month (see Note (3)) before the submission of proposed prices with sufficient supporting data to disclose unit costs and cost trends for --

(A) Supplies ordered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary).

(2) The contractor shall also submit, to the extent that it becomes available before negotiations on redetermined prices are concluded –

(i) Supplemental statements of costs incurred after the date stated in subdivision (d)(1)(ii) of this section for --

(A) Supplies ordered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary); and

(C) Any other relevant data that the contracting officer may reasonably require.

(3) If the contractor fails to submit the data required by subparagraphs (d)(1) and (2) of this section, within the time specified, the contracting officer may suspend payments under this contract until the data are furnished. If it is later determined that the Government has overpaid the contractor, the contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the interest clause.

(e) Price redetermination. Upon the contracting officer’s receipt of the data required by paragraph (d) of this section, the contracting officer and the contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies that may be ordered or services that may be performed in the period following the effective date of price redetermination.

(f) Contract modifications. Each negotiated redetermination of prices shall be evidenced by a bilateral modification to this contract, stating the redetermined prices that apply during the redetermination period.

(g) Adjusting billing prices. Pending execution of the contract modification (see paragraph (f) of this section), the contractor shall submit invoices or vouchers in accordance with the billing prices stated in this contract. If at any time it appears that the then-current billing prices will be substantially greater than the estimated final prices, or if the contractor submits data showing that the redetermined price will be substantially greater than the current billing prices, the parties shall negotiate an appropriate decrease or increase in billing prices. Any billing price adjustment shall be reflected in a contract modification and shall not affect the redetermination of prices under this clause. After the contract modification for price redetermination is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed-upon prices, and any requested additional payments, refunds, or credits shall be made promptly.

(h) Quarterly limitation on payments statement. This paragraph (h) applies only during periods for which firm prices have not been established.

(1) Within 45 days after the end of the quarter of the contractor’s fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing --

(i) The total contract price of all supplies or services ordered and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies or services ordered and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (h)) that is in direct proportion to the supplies or services ordered and accepted by the Government and for which final prices have not been established; and

(iv) The total amount of all invoices or vouchers for supplies or services ordered and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) The statement required by subparagraph (h)(1) of this section need not be submitted for any quarter for which either no costs are to be reported under subdivision (h)(1)(ii) of this section, or revised billing prices have been established in accordance with paragraph (g) of this section, and do not exceed the existing contract price, the contractor’s price-redetermination proposal, or a price based on the most recent quarterly statement, whichever is least.

(3) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (h)(1)(iv) of this section exceeds the sum due the contractor, as computed in accordance with subdivisions (h)(1)(i), (ii), and (iii) of this section, the contractor shall immediately refund or credit to the Government the amount of this excess. The contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the contractor and by the amount of previous refunds or credits affected under this procurement note. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account, consistent with the progress payments clause. The contractor shall provide complete details to support any claimed reductions in refunds.

(4) If the contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the contractor, the contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(i) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(j) Disagreements. If the contractor and the contracting officer fail to agree upon redetermined prices for any price redetermination period within 60 days (or within such other period as the parties agree) after the date on which the data required by paragraph (d) of this section are to be submitted, the contracting officer shall promptly issue a decision in accordance with the Disputes clause. For the purpose of paragraphs (f), (g), and (h) of this section, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification. Pending final settlement, price redetermination for subsequent periods, if any, shall continue to be negotiated as provided in this procurement note.

(k) Termination. If this contract is terminated, prices shall continue to be established in accordance with this procurement note for:

(1) completed supplies and services accepted by the Government and;

(2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses or procurement notes of this contract.

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**SUBPART 16.5 – INDEFINITE‑DELIVERY CONTRACTS**

*(Revised August 3, 2017 through PROCLTR 2017-17)*

**16.501-2 General.**

(c) Indefinite-delivery contracts providing for issuance of undefinitized delivery orders (UDOs) shall meet the requirements of DFARS Subpart 217.74 and DLAD [17.74](#P17_74).

**16.504 Indefinite-quantity contracts.**

(a)(4)(viii) Use procurement note L26 in solicitations which will result in IDCs when it is anticipated that the contractor will offer a price break for high quantity delivery orders. Coordinate with the demand planner manager for establishment of the quantity most likely to be procured for each delivery order. The highest weight should then be assigned to this quantity. State the range of order quantities and the evaluation weight which will be placed on each quantity range in the buying section of Optional Form 36. The contracting officer shall also provide the contractor with an estimate of the annual requirements.

\*\*\*\*\*

L26 Evaluation of Quantity Sensitive and Indefinite Delivery Contracts (AUG 2017)

(1) To be eligible for award for an item, the contractor shall offer prices for each quantity increment stated in the solicitation.

(2) The Government will—

(i) Evaluate prices on a weighted basis, as identified in the solicitation.

(ii) Assign the highest weights to incremental quantities, as identified in the solicitation, within which it anticipates orders are most likely to be issued.

(iii) Evaluate offers by multiplying the designated weight by the unit price for each order increment and adding the results.

(iv) Make only one award for each line item.

(v) Issue each delivery order at the price offered for that increment.

\*\*\*\*\*

(c) *Multiple award preference.* The contracting officer shall include the determination not to make multiple awards in the acquisition plan or otherwise document the determination in writing in the contract file.

(1)(ii)(D)(*1*)(S-90) “Awarded to a single source” means the task or delivery orders will not be competed between contract holders. “Task or delivery order contract” does not include orders against task or delivery order contracts.

(S-91) The HCA (or CCO if the HCA delegates approval authority to the CCO) shall approve award of task or delivery order contracts between $10 million and the threshold at FAR 16.504(c)(1)(ii)(D)(*1*) to a single source. This requirement does not apply to DLA Energy’s energy program contracts, AbilityOne, and FPI contracts when they are a mandatory source in accordance with FAR 8.602(a)(3). This requirement does apply to DLA Energy non-energy task and delivery order contracts.

(S-92) Single awards over the threshold at FAR 16.504(c)(1)(ii)(D)(*1*).

(*A*)Preferably within the early stages of the acquisition process, but no less than 21 days before contract award, the procuring organization shall submit a D&F to the DLA Acquisition Operations Division using a template substantially the same as the templates provided in PROCLTR 2009-14, for a Single Award D&F – Fixed Price Orders and Single Award D&F – Sole Source. If the D&F specifies the solicitation number, any resulting single award contract over the threshold at FAR 16.504(c)(1)(ii)(D)(*1*) will be covered. The D&F shall include sufficient detail to fully support the application of one or more of the exceptions at FAR 16.504(c)(1)(ii)(D)(*1*) to the procurement.

(*B*)Fixed-price contracts utilizing an economic price adjustment or price redetermination clause qualify for the FAR 16.504(c)(1)(ii)(D)(*1*)(*ii*) exception for contracts providing only firm-fixed price task or delivery orders if the individual delivery or task orders under the contracts are firm-fixed priced using prices established in the contracts.

(S-93) The DLA Director has delegated head of agency authority to the DLA Acquisition Director, who shall sign the written D&F to make a single award of a task or delivery order contract over the threshold at FAR 16.504(c)(1)(ii)(D)(*1*).

(S-94) Copy of the determination. The DLA Acquisition Policy Division shall submit a copy of the signed D&F to the Director, Defense Procurement and Acquisition Policy, via the OUSD(AT&L)DPAP/CPIC email address at [osd.pentagon.ousd-atl.mbx.cpic@mail.mil](mailto:osd.pentagon.ousd-atl.mbx.cpic@mail.mil).

**16.505 Ordering.**

(a)(S-90) The contracting officer shall issue a delivery order for any quantity ordered, including a quantity ordered concurrently with award of a basic contract.

(b) *Orders under multiple-award contracts—*

(8) *Task-order and delivery-order ombudsman*. The competition advocate at each procuring organization shall act as the task and delivery order contract ombudsman. The ombudsman shall attempt to resolve contractor complaints relative to placement of individual task and delivery orders. When complaints are not resolved at the procuring organization level, the ombudsman shall forward the complaint to the DLA Acquisition Contract and Pricing Compliance Division for resolution by the DLA competition advocate. Each procuring organization shall develop procedures for execution of ombudsman duties and responsibilities.

(c) Contracting officers may use procurement note C10 to indicate delivery order procedures in multiple award indefinite delivery contracts pursuant to FAR 16.504. Indicate in the procurement note whether price evaluation for the task or delivery order is significantly more, less, or approximately equal in importance to all other evaluation factors combined.

**\*\*\*\*\***

C10 Placement of Task or Delivery Orders Against Multiple Indefinite Delivery Contracts (AUG 2017)

(1) In accordance with FAR 52.216-27, Single or Multiple Awards, the Government may elect to award multiple contracts under this solicitation. The Government will evaluate proposals in accordance with evaluation provisions in Section M of this solicitation. In the event of multiple awards, the Government will use the same evaluation criteria to determine which proposals represent the best value to the Government. The contracting officer has the discretion to determine the exact number of awards, considering the cost to the Government to administer multiple awards, the recurring nature of the requirement, the need to increase the active production base, and the benefits that may be achieved through continued competition.

(2) Task or delivery order placement procedure.

(a) In the event of multiple awards, the contracting officer will consider each awardee for placement of individual task or delivery orders unless an exception at FAR 16.505(b)(2) applies. However, awardees subject to testing and approval requirements (e.g., first article testing) are not eligible to receive orders until testing requirements are satisfactorily completed. Failure to successfully complete required testing will constitute grounds for contract termination for default by the Government.

(b) Unless stated otherwise in the contract or in the request for quotes for task or delivery orders under this contract, the following evaluation process will be used in awarding task or delivery orders. The criteria used for evaluating offers for task or delivery orders under this contract are price, past performance, and delivery. Price is of \_\_\_\_\_\_ importance than or to the other factors combined. Past performance will include performance on orders previously placed under the contract and may include performance under other contracts. In evaluating performance under previous orders, the contracting officer will consider delivery, quality of supplies or services furnished, and success in implementing any socioeconomic support programs that may be applicable to the contract.

(3) Task and delivery order ombudsman. In accordance with [FAR 16.505(b)(8)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/16.htm#P395_68844), the competition advocate will address complaints or questions regarding the placement of individual task or delivery orders. Address correspondence to the appropriate supply chain listed below:

For DLA Aviation:

DLA Aviation

Competition Advocate, BPP

8000 Jefferson Davis Highway

Richmond, Virginia 23297-5124

For DLA Troop Support’s construction and equipment, clothing and textile, subsistence, and medical supply chains:

DLA Troop Support

Competition Advocate, BPA

700 Robbins Avenue

Philadelphia, Pennsylvania 19111-5096

For DLA Land and Maritime:

DLA Land and Maritime

Competition Advocate

Post Office (P.O.) Box 3990

Columbus, Ohio 43218-3990

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**16.590 Procurement notes.**

(a) Contracting officers may use procurement note L27 in solicitations when a method is needed for making additions or deletions to items covered by the contract (e.g., corporate contracts, LTCs incorporating a manufacturer’s price list, comprehensive weapon system spare parts support, a specific range of items).

(1) The contracting officer shall address competition requirements before new items may be added to a contract.

(2) The contracting officer shall prepare a scope of contract statement in the solicitation and resulting contract to clearly establish the Government’s intentions and rights under the contract. The scope of contract statement should communicate a comprehensive objective for the acquisition (i.e., whether it is based on a specific stock class, weapon system, product line, manufacturer, or distributor). The contracting officer shall not include information in the scope of contract statement that conflicts with Section B or other terms of the solicitation. Contracting officers have flexibility in defining contract scope but must be careful to avoid ambiguities.

\*\*\*\*\*

L27 Addition and Deletion of Items (AUG 2017)

(1) The Government reserves the right to unilaterally delete items that were available from only one manufacturer at the time of award if an alternate source of supply becomes available or the Government’s requirements are modified to provide for full and open competition. The Government will provide a 30-day advance notice to the contractor prior to deleting any item from the contract.

(2) The Government may add new items to the contract through bilateral modification with negotiated prices. All new requirements are subject to synopsis prior to addition to the contract.

(3) Discontinued items:

(a) The contractor agrees to provide the Government with immediate, written notification when the manufacturer will discontinue an item, including a recommendation for any potential substitute or replacement items. If the Government elects to include a substitute or replacement item in the contract, the contracting officer will modify the contract accordingly.

(b) If the manufacturer discontinues an item without replacement, the contractor shall include in the notice a recommendation concerning the availability of items that are comparable in form, fit, and function. The contractor shall not incur any costs related to alternate sources of supply without the express written approval of the contracting officer. The Government has the option to make a last time order, or series of orders, within 30 days after receiving written notification of the discontinued item, after which the item will be deleted from the contract. The contractor shall honor any last time order, unless it is returned to the ordering office within 10 days after issuance with written notice stating the full quantity is not available for shipment. The parties will negotiate the terms of such orders, including changes to the delivery schedule and maximum quantity available for shipment.

\*\*\*\*\*

**(**b) Contracting officers shall use procurement note C12 in solicitations and contract awards for LTCs that provide for shipment to more than one location and include quantity range pricing; when transportation costs will be relatively small compared to the cost of the item; and when the contract price will be f.o.b. origin.

\*\*\*\*\*

C12 Pricing of Delivery Orders with Quantity Increments (AUG 2017)

(a) In pricing delivery orders requiring delivery of one national stock number (NSN) to multiple destinations, the Government will determine the price for each destination as follows, depending on the box checked:

(1) The quantity range price based on the total quantity of the NSN being procured under each delivery order regardless of destination; or

(2) The total quantity being shipped to all destinations within each zone as defined elsewhere in this contract.

(b) If this solicitation or contract contains a provision for placement of orders through an electronic ordering system, the Government will determine unit prices for those orders as follows, depending on the box checked:

(1) The total quantity of all requirements for each NSN issued via the electronic ordering system in a single day, regardless of the number of individual orders; or

(2) The quantity of each individual order.

(c) The minimum quantity to be ordered, per destination, will be the minimum ordering range quantity if specified in section B of the solicitation or contract for each item.

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**SUBPART 16.6 – TIME-AND-MATERIALS, LABOR-HOUR, AND LETTER CONTRACTS**

**16.601 Time-and-materials contracts.**

(d) Limitations.

(S-90) The contracting officer shall include “not to exceed” price ceilings in each option and delivery order.

(S-91) Contracting officers shall migrate time-and-material and labor-hour (T&M/LH) vehicles to other contract types, preferably a fixed- price arrangement, when the service becomes repetitive and more predictable in nature.

(S-92) HCAs shall annually monitor their percentage of acquisition dollars being spent on T&M/LH contracts and orders. HCAs shall report to the CAE at the close of the calendar year any percentages of T&M/LH contract action dollars for the preceding fiscal year exceeding 8 percent of service dollars, including a discussion of the HCA’s strategy to decrease the use of T&M/LH contract type and the risk mitigation measures used in administering these contract types.

**PART 17 – SPECIAL CONTRACTING METHODS**

*(Revised February 17, 2017 through PROCLTR 2017-10)*

**TABLE OF CONTENTS**

**SUBPART 17.1 – MULTIYEAR CONTRACTING**

[17.170](#P17_170) General.

**SUBPART 17.2 – OPTIONS**

[17.204](#P17_204) Contracts.

[17.206](#P17_206) Evaluation.

[17.207](#P17_207) Exercise of options.

**SUBPART 17.5 –INTERAGENCY ACQUISITIONS**

[17.500](#P17_500) Scope of subpart.

[17.505](#P17_505) Contracting officer review.

[17.590](#P17_590) Follow up procedures for non-Economy Act transactions.

**SUBPART 17.74 – UNDEFINITIZED CONTRACT ACTIONS**

[17.7404](#P17_7404) Limitations.

[17.7405](#P17_7405) Plans and reports.

**SUBPART 17.75 – ACQUISITION OF REPLENISHMENT PARTS**

[17.7505](#P17_7505) Limitation of price increases.

**SUBPART 17.91 – USE OF PUBLIC MANUFACTURERS**

[17.9100](#P17_9100)  Public (organic) manufacturing.

**SUBPART 17.92 – REOPENER REQUIREMENTS**

[17.9201](#P17_9201) General.

[17.9202](#P17_9202) Procedures.

[17.9204](#P17_9204) Reopener requirements.

**SUBPART 17.93 – SURGE & SUSTAINMENT (S&S)**

[17.9300](#P17_9300) Scope.

[17.9301](#P17_9301) Definitions.

[17.9302](#P17_9302) Policy.

[17.9303](#P17_9303) Procedures.

[17.9304](#P17_9304) Description/specifications, instructions to offerors, and evaluation factors.

[17.9305](#P17_9305)  Warstopper program material buffer availability.

**SUBPART 17.95 – TAILORED LOGISTICS SUPPORT CONTRACTING**

[17.9500](#P17_9500) Scope of subpart.

[17.9501](#P17_9501) Definitions.

[17.9502](#P17_9502) General.

[17.9503](#P17_9503) Pricing.

[17.9504](#P17_9504) Post award actions and management oversight.

**SUBPART 17.1 – MULTIYEAR CONTRACTING**

*(Revised February 17, 2017 through PROCLTR 2017-10)*

**17.170 General.**

(c) HCAs are delegated authority to enter into a multiyear contract for services and supplies; and may delegate this authority, without power of redelegation, to the CCO. The DLA Energy HCA is delegated authority to enter into a multiyear contract for services pursuant to DFARS 217.174, with redelegation permissible to the CCO only.

(d)(4) HCAs must submit notification to the DLA Acquisition Operations Division at least 60 days before awarding a multiyear contract.

**SUBPART 17.2 – OPTIONS**

*(Revised February 17, 2017 through PROCLTR 2017-10)*

**17.204 Contracts.**

(e)(1) HCAs are authorized to approve use of contracts exceeding 5 years and up to 10 years (including base and options), provided no statutory restriction limits the term of the contract or specifically authorizes a longer duration. Include the HCA signed approval memorandum in the contract file.

(2) Submit requests for an ordering period in excess of 10 years to the DLA Acquisition Operations Division for SPE approval.

**17.206 Evaluation.**

(b) The determination not to evaluate an option prior to contract award (or definitization, if an undefinitized contract) must be in the contract file. Unevaluated options must not be used except in unusual circumstances.

**17.207 Exercise of options.**

(c)(7) The contracting officer must ensure the contractor’s compliance with small business subcontract plan requirements are in the contract. Request DCMA small business office assistance for evaluation.

(d)(2) The contracting officer must include actual demands in informal option price analysis.

**SUBPART 17.5 –INTERAGENCY ACQUISITIONS**

*(Revised February 17, 2017 through PROCLTR 2017-10)*

**17.500 Scope of subpart.**

Follow the procedures in DLAM 4010.01, [Outbound Military Interdepartmental Purchase Request (MIPR) for Service Orders](https://hqc.dla.mil/stewardship/Documents/DLA_Manual_Outbound_MIPR_%20Procedures_Final.pdf).

**17.505 Contracting officer review.**

(a) DoD policy requires DoD warranted contracting officer review of all non-Economy Act orders over $500,000. DLA policy requires that a DLA warranted contracting officer review the assisted acquisition from a non-DoD entity of either supplies or services valued over the SAT. This review must be accomplished prior to sending the order to the funds certifier or issuing the military inter-departmental purchase request (MIPR) to the non-DoD activity. If the requesting official is different from the contracting officer, the requesting official must also review the acquisition package to ensure compliance with FAR, and DFARS. Contracting officers must not split requirements into smaller amounts in order to avoid contracting officer review.

**17.590 Follow-up procedures for non-Economy Act transactions.**

(a) The DLA contracting officer must ensure, in both assisted and direct acquisitions**,** that the requesting official has established a satisfactory quality surveillance plan for non-Economy Act orders in excess of $100,000 to facilitate the oversight of the goods provided or services performed by the performing agency. If DLA is making a direct or assisted acquisition on behalf of a customer activity, the DLA contracting officer must ensure that the requestor produces this plan. The plan must include:

(1) Contract administration oversight in accordance with the surveillance plan;

(2) A process for receipt and review of receiving reports and invoices from the performing agency/contractor;

(3) Reconciliation of receiving reports and invoices; and

(4) Requirements for documenting acceptance of the goods received or services performed.

(b) The requesting official (i.e. the customer or program manager, with the assistance of the DLA contracting officer or post-award contracting official, as appropriate) must—

(1) Monitor balances with the performing agency;

(2) Conduct tri-annual reviews of non-Economy Act orders in accordance with the Financial Management Regulation, Volume 3, Chapter 8, Section 0804, “Tri-Annual Review of Commitments and Obligations,” in conjunction with the Financial Management/J8 organization;

(3) Confirm open balances with the performing agency;

(4) Coordinate the return of funds from the non-DOD performing agency; and

(5) Coordinate with the accounting office to ensure timely deobligation of funds.

(c) In assisted acquisitions, payment must be made promptly upon the written request or billing of the performing agency/contractor. In assisted acquisitions and under specific conditions, payment to the performing agency may be made in advance or upon delivery of the supplies or services ordered, and must be for any part of the estimated or actual cost, as determined by the performing agency.

(1) The requesting official and supporting DLA contracting or program office must be cognizant of the performing agency’s payment method. Should the performing agency elect to receive advances or conduct advance billing prior to providing goods or services, the requesting official and/or DLA contracting or program office, as appropriate, must comply with the requirements pertaining to advances of public money outlined in Volume 4, Chapter 5 of the “DOD Financial Management Regulation,” which implements the general prohibition against advance payments contained in 31 U.S.C. 3324 and 10 U.S.C. 2307. When the conditions under which the advance was made are satisfied, the specific appropriation or law authorizing the advance must be cited on the order, and any unused amounts of the advance must be collected from the performing agency immediately and returned to the fund from which originally made.

(2) Payments made for services rendered or supplies furnished may be credited to the appropriation or fund of the agency performing the reimbursable work.

(d) All non-Economy Act orders must be reviewed by the requesting official to determine if they are complete. Completed orders must be fiscally closed out. The requesting official (or DLA contracting or program office, as appropriate) must reconcile funds and coordinate the return of excess or expired funds held by the performing agency. This review must include:

(1) Determination and identification, if applicable, of any outstanding invoices;

(2) Determination and identification of existence of excess or expired funds;

(3) Coordination of return of funds from the non-DOD performing agency; and

(4) Coordination with the accounting office to ensure the deobligation of funds.

**SUBPART 17.74 – UNDEFINITIZED CONTRACT ACTIONS**

*(Revised February 17, 2017 through PROCLTR 2017-10)*

**17.7404 Limitations.**

(a) The CCO must—

(1) Monitor the procuring organization’s usage of UCAs for conformance with the DLAD and higher-level regulatory requirements; and

(2) Ensure UCAs are correctly coded in FPDS-NG.

**17.7405 Plans and reports.**

(b) Submit reports to the DLA Contract and Pricing Compliance Division.

**SUBPART 17.75 – ACQUISITION OF REPLENISHMENT PARTS**

*(Revised February 17, 2017 through PROCLTR 2017-10)*

**17.7505 Limitations on price increases.**

(a) Contracting officers must notify the HCA of price variances for replenishment parts buys. The thresholds for simplified acquisition price increase notification to the HCA are a minimum of 51 percent for micro-purchases and a minimum of 25 percent between the micro-purchase and SAT, after adjustments specified in DFARS 217.7505. The contracting officer must notify the HCA by email and retain the message in the contract file.

**SUBPART 17.91 – USE OF PUBLIC MANUFACTURERS**

*(Revised February 17, 2017 through PROCLTR 2017-10)*

**17.9100 Public (organic) manufacturing.**

Follow the procedures in DLAI 3210, [Organic Manufacturing](https://hqc.dla.mil/issuances/Documents/i3210.pdf).

**SUBPART 17.92 – REOPENER REQUIREMENTS**

*(Revised February 17, 2017 through PROCLTR 2017-10)*

* 1. **General.**

(a) A reopener requirement creates a right for an equitable adjustment in the contract price at a specified time or due to the occurrence or non-occurrence of an event or contingency of the type specified in FAR 31.205-7(c)(2).

(b) A reopener requirement provides a means of achieving an equitable resolution of the treatment of a significant contingent cost during both the initial pricing of a contract as well as at any time an equitable adjustment to such price is called for under the provisions of the requirement. Its use requires care to avoid a shift in risk from the contractor to the Government. It should be used only in extraordinary circumstances involving high dollar value procurements and rarely less than the TINA threshold where the uncertainty associated with particular cost element(s) substantially impacts the contract price.

(c) Circumstances in which its use may be appropriate include, but are not limited to, the following:

(1) A forward pricing rate agreement (FPRA) or forward pricing rate recommendation (FPRR) is not achievable, because of uncertainties having a significant impact such as:

(i) Supporting contractor budgetary data was not submitted;

(ii) A substantial portion of the business base has not yet materialized; or,

(iii) A potential for purchase, merger, or sale of part of a contractor’s operations exists~~.~~

(2) The price impact of a change in a requirement, term, or condition made during negotiations is significant but cannot be reasonably quantified and resolved prior to award.

(3) The offeror’s estimating system contains significant deficiencies (DFARS 215.811-70(g)(2)(vi) and (3)).

**17.9202 Policy.**

(a) The contracting officer must document that the use of a reopener requirement is the most appropriate means of overcoming a contingency that will significantly affect the contract price.

(b) The contracting officer must—

(1) Ask the ACO to provide a recommended reopener requirement, if applicable.

(2) Query CBAR and the ACO, regarding the adequacy of the contractor’s accounting system to provide all necessary cost data in the form required to price adjustments. (Obtain a review of the adequacy of the accounting system if necessary.

(3) Obtain cost or pricing data applicable to the cost element and markup factors, to establish the base level from which adjustment will be made.

(4) Prepare proposed schedule for each affected CLIN, which identifies each specific rate, factor, element of cost, profit, etc., to be covered by the reopener requirement; and explicitly describes or provides an example of the precise methodology to be used to calculate any resulting price adjustment. Consider whether it is appropriate to retroactively apply a price, as subsequently finalized, to items already delivered on time and to late deliveries.

(5) If the reopener provides for an upward adjustment, advise the budget office to commit funds over and above the contract price to the amount of the ceiling established. If the award is funded by a Military Inter-Departmental Purchase Request, obtain confirmation from the requiring activity that funds have been set aside to cover the potential increase.

(6) Obtain HCA approval of the reopener requirement prior to conclusion of negotiations. The approval includes basis and limitations for use.

(7) Incorporate amounts and methods reached through preaward discussions or negotiations with the contractor in a document executed by both parties and attached to the PNM; or incorporate calculations supporting the contracting officer’s interpretation of negotiations in the PNM. Ensure confidential contractor information is not included in the contract.

(8) Indicate in a contract administration delegation letter if the award contains a reopener requirement. Advise the ACO of any awards retained for administration that will be affected by a prospective forward pricing rate agreement (FPRA) or forward pricing rate recommendation (FPRR.

**17.920~~4~~ Reopener requirements.**

The contracting officer must, at a minimum, include the following in a reopener requirement:

(a) Title that clearly identifies it as a reopener requirement.

(b) Statement of purpose.

(c) Identification of the items, amounts, and event triggering the reopener procedure.

(d) Requirement for certified cost or pricing data, and applicability of the Disputes clause.

(e) Adjustment pricing methodology in the following order of preference:

(1) Pre-established pricing formula;

(2) If the nature of the contingency is such that its price impact can only be anticipated to fall within a

broad range of prices instead of one or several alternative price outcomes, identify the range within which the amount for that cost element may be revised through negotiations; or

(3) If the contingency is such that its price impact cannot be anticipated to fall within a broad range, or the original price negotiations did not involve cost or pricing data, the reopener may specify that the parties will enter into good faith negotiations and include an option for terminating performance within a specified number of days following receipt of written notice by either party in the event of a failure to agree.

(f) A provision for a downward or upward adjustment as appropriate. An exception is authorized only when necessary to achieve final agreement on price. For contracts allowing an upward adjustment above the contract price, establish a firm, not-to-exceed ceiling, on an aggregate basis (and per unit basis if applicable), above which no price adjustment must be made.

(g) The method of adjusting any option quantity or period prices, if any, which may result from operation of the reopener.

(h) If the contract is not subject to the Cost Accounting Standards (FAR Part 30), the treatment of accounting system changes that impact the price adjustment under the reopener.

(i) The contractor must confirm the award price does not include any amount for the specified contingency except as provided for in the reopener requirement.

**SUBPART 17.93 – SURGE AND SUSTAINMENT (S&S)**

*(Revised February 17, 2017 through PROCLTR 2017-10)*

**17.9300 Scope.**

This subpart does not apply to DLA Energy. Surge and sustainment coverage for DLA Energy is in the DLA Energy annual surge capability plan (ASCP). DLA Energy will submit the ASCP to the DLA Acquisition Programs Division for review and approval by the DLA Acquisition Director no later than December 31 each year or more frequently as significant changes occur.

**17.9301 Definitions.**

*“D1-D6 schedule”* means surge requirements expressed in exact quantities with a 6-month sustainable accelerated delivery. The D1-D6 schedule is determined and obtained by using the support planning integrated data enterprise readiness system (SPIDERS) or industrial base management system (IBMS), or consulting the industrial specialist. The D1-D6 schedule is used when the monthly wartime rate (MWR) cannot be applied. D1-D6 identifies the surge requirement, including the Services’ go-to-war requirements.

*“Industrial capability issue (ICI)”* means a procurement issue created by the lack of industrial capability, capacity, and/or raw or semi-finished materials with lead-time issues that impact the ability of the supplier to deliver at the wartime rate. Mitigation of the issue requires an investment by the Government to improve capability to deliver at the wartime rate. These investments are funded through the Warstopper program (refer to [DLA Instruction 1212 Industrial Capabilities Program – Manage the Warstopper Program](http://www.dla.mil/Portals/104/Documents/J5StrategicPlansPolicy/PublicIssuances/i1211.pdf)).

*“Industrial specialist”* means a Government employee within the industrial preparedness branch for DLA Aviation, the industrial support office for DLA Land and Maritime, the industrial base planning office in DLA Troop Support Clothing and Textiles (C&T), the industrial preparedness branch in DLA Troop Support Construction and Equipment (C&E), the strategic material sourcing group (SMSG) readiness division for DLA Troop Support Medical, and the industrial base planning branch for DLA Troop Support Subsistence who performs certain technical functions within their respective procuring organizations.

*“Monthly wartime rate (MWR)”* means the combined recurring requirements for all services after offsets for peacetime DLA direct (DD) procuring organization surge capability or DLA managed war reserve material (WRM) stocks are applied. MWR is a forecast of additional monthly demand during wartime and is expressed in units per month. MWR is used for items with National Stock Numbers (NSNs) and can be found in the industrial base management system (IBMS) or by consulting the supply chain industrial specialist.

*“Peacetime support issue”* means a situation when DLA is unable to meet the customer’s required delivery date for a weapon system repair part that is coded not mission capable-supply (NMCS), is a critical item that impacts mission capability (MICAP) or prevents the loss of life/property, or cannot be satisfied by routine fulfillment/replenishment procedures.

*“Surge and sustainment (S&S)”* means increased quantities and accelerated delivery rates required to meet Military Service requisitions across a broad spectrum of contingencies. The increased quantity and accelerated delivery rate are above and beyond the normal peacetime requirements, and are identified as MWR, D1-D6 schedule, or a surge quantity event

*“Surge and sustainment coverage”* means a combination of DLA’s ability to fill contingency requisitions through the MWR, D1-D6 schedule, or surge quantity option within the customer’s required delivery date (RDD) and the supplier’s ability to meet surge quantity and sustainable accelerated delivery.

*“S&S event”* means the relationship between the S&S planning requirement (SSPR), the S&S actual requirements, and S&S coverage. DLA Instruction 1214, Industrial Capability Program – Surge and Sustainment (S&S), Enclosure 4 provides details on surge and sustainment events (Numbered I through VII). An event may have known surge planning requirements, may be covered for surge, and may be needed in surge quantities during an actual contingency.

*“Surge and sustainment planning requirements (S&SPR,)”* or “go-to-war requirements,” are forecasted additive monthly wartime demand requirements derived from: (1) annual submissions of Other War Reserve Material Requirements (OWRMR) data from the Military Services; (2) analysis of supply chain risk assessment data and subsequent collaboration with appropriate DLA customers to define/validate additive demand during wartime; and (3) review and analysis of historical data focused on supply items with a weapon system essentiality code (WSEC) of 1, 5, 6 or 7 and Joint Chiefs of Staff (JCS) project coded requisitions. These requirements are the Services’ go-to-war items for contingency operations, national emergencies, or other readiness needs, when immediate availability of materials and speed of delivery are essential to support national security interests. DoDI 3110.06, War Reserve Materiel Policy, and DLM 4000.25-2, Military Standard Transaction Reporting & Accountability Procedures (MILSTRAP), require identification of these go-to-war requirements to support national security interests of the United States.

*“Surge quantity option”* means an increased quantity above and beyond peacetime demands expressed as a percentage or exact number with a sustainable accelerated delivery. This quantity is other than the MWR or D1-D6 schedule, and used for market ready, commercial, supplier part-numbered items (e.g., cataloged commercial items under a prime supplier arrangement) to support increased demands during contingency operations, national emergencies, or other readiness needs. Surge quantity option is calculated using appropriate demand data through market research, or determined by consulting the industrial specialist.

*“Unsupported item issue (UII)”* means surge requirements that cannot be met through peacetime inventory, normal peacetime contracting, alternative contract strategies, or a successful resolution using investment to an industrial capability issue (ICI). DLA is required to report a UII to the services for inclusion into their war reserve planning, such as when an investment to resolve an ICI exceeds cost of a Government “buy and hold” solution, or when stocking the item is counter to DoD war reserve policy.

**17.9302 Policy.**

(a) The primary mission of DLA is to support the warfighter in peacetime and wartime, to include smaller contingencies. The ability to surge, or ramp up quickly, and to sustain replenishment of wartime consumable items at an increased pace is critical to the execution of U.S. military strategy. The continuing emphasis by both DLA and suppliers to reduce inventory levels and DLA’s plan to rely on industrial capability directly impacts surge and sustainment coverage. S&S capability is a primary consideration in all acquisition strategies and resource investments.

(b) Include surge and sustainment planning requirements (S&SPR) in solicitations for indefinite-delivery term contracts for wartime critical materials. Acquisition planning must identify the most effective contract vehicle to ensure surge and sustainment coverage for surge events identified. Contracting officers must ensure go-to-war items identified during acquisition planning are included in solicitations for indefinite-delivery contracts, modifications adding items to a contract, or during option exercise.

(c) Contracts and orders with mandatory sources under FAR 8.002(a), including General Services Administration Federal Supply Schedules and AbilityOne, must comply with this policy in solicitations and resulting contracts.

**17.9303 Procedures.**

(a) Contracting officers must include consideration of surge and sustainment in acquisition plans and state if it will be used as an evaluation factor. Detailed procedures on tasks and responsibilities for the contracting officer and industrial specialist can be found in DLAI 1214, Industrial Capability Program Surge and Sustainment (S&S).

(b) When S&S is determined applicable, the contracting officer must incorporate the approved CAP and exit strategy in the contract. As applicable, identify the amount of the approved Government investment and explicit language regarding limited use of the investment.

(c) The contracting officer coordinates any adjustments or changes to the surge coverage with the industrial specialist.

(d) Contracting officers must use the applicable system and/or applications:

(1) Surge and sustainment database found within the industrial base management system (IBMS) at <https://www.jccs.gov/SSDB/IBMS/Home.aspx>.

(2) Support Planning Integrated Data Enterprise Readiness System (SPIDERS) website at <https://spiders.dla.mil>.

(3) Readiness management application (RMA) available through DLA Troop Support Medical’s website at <https://www.medical.dla.mil/Portal/>.

**17.9304 Description/specifications, instructions to offerors, and evaluation factors.**

(a) Solicitations and contracts must include procurement note C06 when MWR, D1-D6, or surge quantity option applies:

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C06 Surge and Sustainment (S&S) Requirements (FEB 2017)

(1) Definitions.

*“Surge and sustainment (S&S)”* means increased quantities and accelerated delivery rates required to meet Military Service requisitions across a broad spectrum of contingencies. The increased quantity and accelerated delivery rate are above and beyond the normal peacetime requirements. S&S quantities are identified as MWR, D1-D6 schedule, or a surge quantity event.

*“Capability Assessment Plan (CAP)”* means the offeror’s plan for covering S&S requirements, identification of competing priorities for the same resources, and date when the S&S capability can be attained. The offeror must provide the CAP as an attachment to its proposal when S&S items are identified in the solicitation. If the offeror cannot meet S&S quantity and delivery needs, the CAP must identify the shortfall and provide best value solutions, to include a proposed Government investment strategy to help offset the shortfall if needed.

*“Electronic CAP”or “eCAP”* means an electronic version of the CAP that the offeror can complete online. The web address and instructions for completing the eCAP are provided in the solicitation.

(2) The contractor must maintain its S&S capability to produce and deliver the S&S quantity identified in Section C in accordance with the approved capability assessment plan (CAP) throughout the contract performance period. The contractor must participate in any S&S testing and verification requested by the Government. The contractor agrees to support S&S requirements to the maximum extent practical prior to achieving full S&S capability required in Section C and the CAP; and for requirements exceeding those required in Section C and the CAP but not exceeding any applicable contract maximum quantity or contract value required in FAR 52.216-19. Changes that negatively impact S&S capability must be reported in writing to the contracting officer within ten (10) working days after the contractor becomes aware of the impact. The notification must include a revised S&S CAP containing proposed corrective actions and date when the S&S capability will be attained.

(3) The Government reserves the right to verify and test the S&S capability described in the CAP at any time during contract performance. The Government will prepare a test and verification plan and upon request the contractor must demonstrate its S&S capability.

(4) If requested by the Government, the contractor must be prepared to provide a plan to participate in S&S validation and testing to verify the S&S capability described in the CAP. Participation in S&S validation and testing will be at no additional expense to the Government, and does not justify an equitable adjustment to the contract price. The plan must include methodology, rating criteria, labor, materials, and time required to conduct validation and testing. S&S validation generally entails verifying if the contractor and subcontractors have (a) sufficient equipment, facilities, personnel, stock, pre-positioned raw materials, production capabilities, and base resources; (b) agreements, networks, and plans for distribution (receiving, storing, packaging, and issuing); (c) transportation services to accommodate the S&S requirements in the contract; (d) examination of any in-house work; (e) review of the stock rotation plan; and (f) other contracts that impact the production of added or accelerated delivery of contract quantities. The testing/verification plan is not required to be included in the offeror’s proposal. Offerors are encouraged to consider the possibility of the Government requesting this participation when formulating the proposal.

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(b) Solicitations issued by DLA Aviation, DLA Land and Maritime, and DLA Troop Support Medical, Subsistence, Construction & Equipment (C&E), Clothing & Textile (C&T), and Industrial Hardware (IH) must include procurement note L18 when surge requirements apply.

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L18 Surge and Sustainment (S&S) Requirements – Instructions to Offerors (FEB 2017)

(1) Each offeror must describe in its proposal its ability to meet the S&S accelerated delivery specified for items critical to support the Department of Defense in conducting contingency operations. These S&S items are identified in Section C with quantities expressed as a Monthly Wartime Rate (MWR) or in a D1-D6 schedule. The S&S quantity and delivery requirements are in addition to peacetime quantities. S&S requirements may be met through access to production capability as well as contractor-owned or contractor-managed inventory or safety stocks.

(2) Each offeror must include in its basic proposal a brief description of how it will ramp up to meet accelerated delivery and increased quantities (i.e., surge) and sustain an increased production and delivery pace throughout the contingency (i.e., sustainment). Additionally, each offeror must provide a separate capability assessment plan (CAP) to document its detailed technical approach for covering S&S requirements.

(3) If the CAP recommends some type of Government investment, offerors must include their plan for refreshing or replacing S&S material consumed to ensure a continued surge capability. The CAP must include an exit strategy that describes the transition and ramp-down of S&S assets and any remaining Government investment not consumed before contract expiration.

(4) Offerors must provide pricing within the electronic CAP submission for S&S requirements based on the schedule for delivering items in the offeror’s CAP. When S&S pricing exceeds peacetime pricing, the offeror’s proposal must include sufficient description to explain the rationale for the additional costs associated and provide a breakdown of costs to substantiate the pricing. This paragraph (4) does not apply to DLA Troop Support Subsistence.

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(c)Contracting officers will include peacetime and S&S requirements when inserting dollar figures or quantities in FAR 52.216-19, Order Limitations.

(d) Solicitations issued by DLA Aviation, DLA Land and Maritime, and DLA Troop Support Construction & Equipment (C&E), Clothing & Textile (C&T), and Industrial Hardware (IH) must include procurement note L19 when S&S requirements apply.

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L19 Surge and Sustainment (S&S) – Capability Assessment Plan (CAP) (MAY 2017)

Offerors must complete the CAP electronically using the worldwide web industrial capabilities program (WICAP) website at <https://www.jccs.gov/wicap>.

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(e) Solicitations issued by DLA Troop Support Medical must include procurement note L20 when S&S requirements apply.

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L20 Surge and Sustainment (S&S) – Capability Assessment Plan (CAP) – DLA Troop Support – Medical (FEB 2017)

Offerors must complete the CAP electronically using the industrial preparedness system (IPSYS) industrial capability survey tool through the DLA Troop Support DMM online Directorate of Medical Materiel, single sign-on application website at <https://www.medical.dla.mil/registration/consent/default.aspx>.

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(f) Solicitations issued by DLA Troop Support Subsistence must include procurement note L21 when S&S requirements apply.

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L21 Surge and Sustainment (S&S) – Capability Assessment Plan (CAP) – DLA Troop Support – Subsistence (FEB 2017)

Offerors must submit the CAP for items identified with surge requirements in Section C of the solicitation.

The CAP must—

(1) Outline the offeror’s method of addressing the S&S requirements, whether defined as a percentage of annual demands or by individual line items. If the S&S quantity or delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed strategy to offset the shortfall.

(2) Describe how the offeror will reduce peacetime production lead times by 50% to meet S&S requirements.

(3) Provide letters of commitment or other agreements from suppliers and service providers (e.g., additional equipment or warehouse space) confirming they can meet S&S requirements.

(4) Provide a plan to continue operations from an alternate facility in the event the primary facility is damaged or otherwise unable to operate at full capacity.

(5) Identify competing priorities for the same resources, and ensure that meeting surge delivery requirements is independent of any other contracts or production requirements.

(6) Identify the lead time for providing required S&S capability.

(7) If applicable, include an exit strategy describing how to transition and ramp-down S&S assets and any Government investment.

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(g) Solicitations issued by DLA Aviation, DLA Land and Maritime, and DLA Troop Support Medical, Subsistence, Construction & Equipment (C&E), Clothing & Textile (C&T), and Industrial Hardware (IH) must include procurement note M07 when S&S requirements apply.

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M07 Surge and Sustainment (S&S) Evaluation (FEB 2017)

(1) Capability Assessment Plan (CAP) Evaluation: The CAP will be reviewed and assessed for responsiveness, completeness, and technical merit. The CAP must demonstrate (i) the offeror’s ability to provide the full S&S quantity and meet the delivery requirements as specified in the solicitation; (ii) the technical merits of the proposed solutions to any identified shortfalls in S&S quantity and/or delivery requirements; and (iii) the ability to achieve the solutions without Government investment. If the CAP includes Government investment, the evaluation includes plans to refresh or replace S&S material and related exit strategy to ensure the Government’s continued surge capability.

(2) S&S Past Performance History: The quality and extent of the offeror’s historical surge support performance will be considered as part of the overall past performance evaluation. In the absence of or in addition to historical S&S capability support, the contracting officer may consider other relevant performance history that demonstrates the offeror’s ability to respond to and sustain higher than normal production rates or faster than normal delivery requirements, or both.

(3) The contracting officer will include the S&S price in the overall price evaluation.

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(h) The contracting officer, after coordination with the industrial specialist, submits requests for changes or exceptions to the above procurement notes to the DLA Acquisition Programs Division for approval.

**17.9305 Warstopper Program Material Buffer Availability.**

Solicitations and long-term supply contracts must include procurement note C07 to notify suppliers that may be candidates to support industrial mobilization and/or material disruptions of the potential availability of key raw materials.

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C07 Warstopper Program Material Buffer Availability (MAY 2017)

(1) The Warstopper program material buffer (Buffer) was created to decrease lead times for raw material to support defense contracts relating to military systems with a wartime requirement. The current material buffer suppliers and materials may be reviewed at <https://www.jccs.gov/wicap>.

If the buffer material is not available or the material is inadequate to complete the requirement, the contractor must contact the contracting officer representative (COR) for guidance. When a buffer has been established, the following process must be used to submit requests for buffer material. A defense contractor (or sub-tier contractor supporting a prime contractor) with a current, active U.S. Government contract must submit a valid request to use a material buffer to the COR for the respective material buffer. The COR will review the submittal and approve or disapprove the request. -The request should include the following information:

(i) Requestor’s name;

(ii) U.S. Government contract number;

(iii) Defense Priorities and Allocations System (DPAS) rating;

(iv) Material specification;

(v) Quantity required; and

(vi) Required delivery date.

(vii) Whether there is a pre-existing supply contract with the material buffer contractor.

(2) If no prior contractual relationship exists between the defense contractor requesting access to the material buffer and -the material buffer contractor, the material buffer contractor is authorized to enter into a contract – to provide material from the buffer – once a valid request has been approved by the COR. This action must be included in the monthly report submitted to the COR. When requests exceed the buffer’s maximum monthly material availability, the material supplier may negotiate phased delivery of material across the material monthly availability; or the Government COR may prioritize the release of the material at the Government’s discretion.

(3) Contractors accessing the material buffer will be charged the material price identified in any pre-existing contract with the material buffer contractor. For those defense contractors not having a pre-existing contract with the material buffer contractor, they must be charged the standard (not spot market levels) pricing for the material. Contractors using the buffer are solely responsible for costs of using the buffer, and the Government has no liability either for these costs or for delays or other effects arising from the use of the buffer.

(4) The buffer material provided is not Government-furnished material, but is a normal vendor-to-vendor transaction with all applicable warranties and guarantees provided through the commercial transaction.

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**SUBPART 17.95 – TAILORED LOGISTICS SUPPORT CONTRACTING**

*(Revised February 17, 2017 through PROCLTR 2017-10)*

**17.9500 Scope of subpart.**

This subpart prescribes policies and procedures for soliciting offers, awarding contracts, placing orders, and post award administration under DLA’s tailored logistics support contracting initiatives. Included in this category are prime vendor (PV), similar existing support arrangements known as modified prime vendor initiatives (MPV), and future initiatives that have characteristics of PV arrangements but are not considered traditional PV. This subpart also discusses the management attention required throughout the life of a tailored logistics support contract. It includes a procurement note at [17.9504](#P17_9504)(c) to be used when the Government relies on the contractor’s purchasing system to verify that the contractor competed the items or services, or justify fair and reasonable pricing. Any deviation from this subpart must be requested in writing to the DLA Acquisition Operations Division and be approved by the SPE. Deviations may be requested on a program rather than an individual acquisition basis.

**17.9501 Definitions.**

*“Distribution and handling fee”* means the portion of the total item price listed in the catalog that is paid for stocking, handling, and delivering the item, as awarded under the contract. It does not include the cost of the actual item that the tailored logistics provider may have manufactured itself or procured from another supplier. It is expressed in fixed dollar amounts only, not in percentages, except for those prime vendor acquisitions that uses negative distribution fees to obtain discounts of off prices established under other contract vehicles (e.g. the Pharmaceutical PV program).

*“Distribution and pricing agreement (DAPA)”* means an agreement with a manufacturer or supplier that establishes both the selling price of a product and an affirmation from the DAPA-holder to allow contractor~~s~~ to distribute its products. A DAPA allows for delivery of selected products at specified prices.

*“Market basket”* means a representative sample of items that may be bought under the program used for price evaluation under a proposed contract action. Proposed pricing for items in the market basket is determined fair and reasonable prior to inclusion in any resulting contract. May also be referred to under other names such as “Price Evaluation List.

*“National allowance pricing agreement (NAPA)”* means an agreement with a manufacturer or supplier that provides discounts on a national basis. Tailored logistics support contracts require contractors to pass on these savings to the end customer.

**17.9502** **General.**

(a) Contracting officers must consider using tailored logistics support (TLS) contracts whenever a viable commercial supply chain exists for the items and associated services being acquired.

(b) CCOs must ensure Government individuals assigned to work on or provide significant support for PV contracts complete a tailored logistics support program of instruction within one month of assuming their duties on a PV contract and complete annual refresher training.

(c) The following courses are suggested as part of a core curriculum. CCO’s must tailor the suggested curriculum with training pertinent to the acquisition at hand, such as units of instruction reflective of the commodities or industries involved, standard operating procedures to be followed within a program, and specific examples of fraud schemes encountered within the contracting office.

(1) Price reasonableness and negotiation skills practicum

(2) Commercial item determination –on-line course (CLC 020)

(3) Commercial item pricing (CLC 131)

(4) Procurement fraud indicators (CLM 049)

(5) Contract pricing refresher

(6) Pricing catalogs for prime supplier programs

(7) Contract administration (including closeout, CORs and COTRs)

(8) Domestic content update and refresher (see also the DAU Course “Berry Amendment” (CLC 125)

(9) CQMPs and the acquisition review board process

(10)Contract documentation requirements

**17.9503 Pricing.**

(a) A PV contract or other tailored logistics support contract must comply with one of the established PV pricing models in Subpart [15.4](#P15_4).

(b) *Catalog pricing*. The initial catalog of DLA approved items available for ordering under the TLSC is created at time of contract award**.**

**17.9504 Post award actions and management oversight.**

(a) Tailored logistics support contracts are subject to continuous and rigorous management oversight as follows:

(1) The program manager or Integrated Support Team (IST) chief (i.e., one level above the contracting officer) for each tailored logistic support program (i.e., the team administering the program, for example, metals, MRO supplies, or special operations) must perform quarterly pricing reviews. Reviews will include a representative sample based on the total number of orders for that period. Upon completion of these reviews, the tailored logistics support program manager/IST chief must forward a report of the results, including any findings and corrective action plan, to the Director of Supplier Operations or designee for review and approval. A copy of the report must be kept as part of the contract file.

(2) Contract administration and compliance or contract review personnel at the procuring organization must perform contract audits of vendors’ compliance with non-pricing contract terms on at least a semi-annual basis. A copy of the report shall be provided to the contracting officer for review and action, as necessary, and inclusion in the contract file.

(b) The DLA Acquisition Contract and Pricing Compliance Division assesses performance of selected vendors. Assessments must examine the vendor’s adherence to the contract pricing methodology. Vendors are chosen for review based on risk assessment factors, including contract dollar value, previous annual audits, extent of competition, opportunities for refunds, reliance on the vendor’s purchasing system, and outside agency reports. The DLA Acquisition Contract and Pricing Compliance Division must furnish a copy of the assessments to the DLA Acquisition Director.

(c) Solicitations and contracts must include procurement note C08 when a tailored logistics support contract relies on the contractor’s purchasing system to verify that the contractor competed the items or services or to justify that prices are fair and reasonable.

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C08 Tailored Logistics Support Purchasing Reviews (FEB 2017)

(1) From the commencement of performance of this contract until 3 years after the final contract payment, the contractor must allow the contracting officer, ACO, Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA), and any other duly authorized representative of the contracting officer access to all records and information pertaining to those items or services for which the Government is relying on the contractor’s purchasing system to determine that competition was obtained or to justify that prices are fair and reasonable. The contractor must maintain records subject to this clause for not less than 3 years after the contract final payment.

(2) The contracting officer may conduct reviews of purchased items or services provided under this contract regardless of dollar value that meet the criteria in paragraph (1) to ascertain whether the contractor has obtained the best value. The contractor must obtain competition to the maximum extent practicable for all purchases. Prior to purchasing any supplies or services, the contractor must solicit a competitive quotation from at least two independently-competing firms. For other than sole source items, the request for quotations must, to the maximum extent practical, solicit offers from different manufacturers or producers. If the contractor is unable to obtain quotes for competing items from two or more independently-competing firms, the contractor must retain documentation supporting its rationale for selection of the suppliers solicited and selected and its determination that the price was fair and reasonable. The contractor is responsible for maintaining this documentation for all sole source/non-competitive actions. The following price reasonableness and documentation requirements are applicable to all purchases, regardless of dollar value:

(i) A price is reasonable if it does not exceed a price incurred by a prudent person in the conduct of competitive business. The contracting officer will examine the prices with particular care in connection with buys that may not be subject to effective competition restraints. The contractor’s price will not be presumed to be reasonable. If an initial review of the facts results in a challenge of a specific price by the contracting officer or the contracting officer’s representative, the burden of proof must be upon the contractor to establish that the price is reasonable under the standards in FAR Subpart 15.4 and FAR 31.201-3.

(ii) The contractor must keep the documentation to a minimum, but must retain data supporting the purchases either by paper or electronically. At a minimum, price quotations and invoices must be retained. Should the contractor receive an oral price quotation, the contractor must document who the supplier or subcontractor is by complete name, address, telephone number, price, terms and other conditions quoted by each vendor. Price quotes for supplies must be broken down by individual items, shipping costs, and any other included expenses. Price quotes for incidental services which are not pre- priced in the contract must include labor hours and costs or prices, as applicable, including the total price of the job, individual pricing for the portions of the work if applicable, materials, and all other elements of cost, overhead, and profit. This price breakdown documentation must be made for each subcontractor performing work on this contract.

(3) When applicable, if the contractor is purchasing from subcontractors or other sources and receives a discount or rebates, the contractor must immediately pass these savings to the Government in the contract price and invoice for payment. The contractor is required to use diligence in the selection of the most economical method of delivery of the product or services by selecting a best value method of delivery based on the urgency and nature of the work or product required. When labor hours are involved in the work to be accomplished and the contractor has not already pre-priced the effort to use its own labor force, the contractor must provide the labor at rates required by the contract (for example, Service Contract Act or Davis-Bacon Act rates) or at rates based on competition if mandatory rates are not required by the contract.

(4) If the contracting officer determines that the purchased product or service is unreasonably priced, the contractor must refund to the Government the amount the contracting officer determines is in excess of a reasonable price. The contracting officer must notify the contractor in writing in accordance with FAR 32.604 Demand for Payment, giving the basis for the determination and the amount to be refunded. The contractor must make the refund payment in accordance with directions from the contracting officer, and must provide proof of the refund payment to the contracting officer. The contracting officer may collect the amount due using all available means in accordance with FAR Subpart 32.6. FAR 52.232-17, Interest, is applicable to payments not made within 30 days of the demand for payment. Any disputes arising under this provision must be handled in accordance with the “Disputes” clause of this contract.

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**PART 19 – SMALL BUSINESS PROGRAMS**

*(Revised August 3, 2017 through PROCLTR 2017-19)*

**TABLE OF CONTENTS**

**SUBPART 19.2 – POLICIES**

[19.201](#P19_201) General policy.

**SUBPART 19.3 – DETERMINATION OF STATUS AS A SMALL BUSINESS, HUBZONE SMALL BUSINESS, OR SMALL DISADVANTAGED BUSINESS CONCERN**

[19.301](#P19_301) Representations and rerepresentations.

**SUBPART 19.5 – SET‑ASIDES FOR SMALL BUSINESS**

[19.502-2](#P19_502_2) Total small business set-asides.

[19.505](#P19_505) Rejecting Small Business Administration recommendations.

[19.590](#P19_590) Cascading set-aside logic for Enterprise Business System (EBS) applications.

**SUBPART 19.6 – CERTIFICATES OF COMPETENCY AND DETERMINATIONS OF RESPONSIBILITY.**

[19.602-1](#P19_602_1) Referral.

[19.602-3](#P19_602_3) Resolving differences between the Agency and the Small Business Administration.

[19.602-4](#P19_602_4) Awarding the contract.

**SUBPART 19.7 – THE SMALL BUSINESS SUBCONTRACTING PROGRAMS**

[19.705](#P19_705) Responsibilities of the contracting officer under the subcontracting assistance program.

[19.705-4](#P19_705_4) Reviewing the subcontracting plan.

**SUBPART 19.8 – CONTRACTING WITH THE SMALL BUSINESS ADMINISTRATION (THE 8(a) PROGRAM)**

[19.803](#P19_803) Selecting acquisitions for the 8(a) program.

**S****UBPART 19.2 – POLICIES**

*(Revised August 3, 2017 through PROCLTR 2017-19)*

**19.201 General policy.**

(c)(10)(A) For procurements valued over $10,000 and less than the SAT that are not totally set aside, the contracting officer shall document the reason for not setting aside the procurement on. DD Form 2579 and submit it to the procuring organization small business specialist for review.

(c)(10)((B)(S-90) In accordance with DEVIATION 18-01, the following requirements apply regarding completion and coordination of the DD Form 2579. DEVIATION 18-01 is effective on June 11, 2018 and expires on December 11, 2018. DEVIATION 18-01 supersedes DEVIATION 17-04, which remains in effect until June 10, 2018.

(*1*) For manual buys, contracting personnel shall manually complete and distribute the August 2015 version of the DD Form 2579.

(*2*) For automated buys, contracting personnel are authorized to continue using the current system-generated DD Form 2579.

(c)(10)(S-90) The contracting officer and the small business specialist shall—

(*1*) Conduct periodic reviews of automated awards to determine whether certain buys may be set aside for Historically Underutilized Business Zone (HUBZone), Service-Disabled Veteran-Owned Small Business (SDVOSB), Woman-Owned Small Business (WOSB), or 8(a) program participants.

(*2*) Jointly consider backing out individual or groups of transactions from the automated systems, based on a national stock number or federal supply class, with suppliers identified in the System for Award Management (SAM) and Small Business Administration (SBA) repository for HUBZone, SDVOSB, WOSB, or 8(a) program participants.

(c)(11) See [7.107-2](#P7_107_2) for policies regarding consolidations of contract requirements.

## SUBPART 19.3 – DETERMINATION OF STATUS AS A SMALL BUSINESS, HUBZONE SMALL BUSINESS, OR SMALL DISADVANTAGED BUSINESS CONCERN

*(Revised August 3, 2017 through PROCLTR 2017-19)*

**19.301 Representations and rerepresentations.**

Contracting officers shall include the following procurement notes in solicitations as prescribed below:

(S-90) Use procurement note L11 in solicitations above the SAT.

\*\*\*\*\*

L11 Small Business Program Representations (AUG 2017)

(1) In order to facilitate the use of electronic commerce/electronic data interchange while fulfilling the requirements of the small business program, the Government provides certain socioeconomic information in a coded format rather than a fill-in. Electronic commerce/electronic data interchange (EC/EDI) transactions are often reformatted in transmission. Using these codes prevents misinterpretations within the system and increases accuracy in socioeconomic program reporting.

(2) To reflect the representations and certifications contained in Federal Acquisition Regulation (FAR) 52.219-1, Small Business Program Representations, the offeror represents and certifies as a part of its offer that it is a \_\_\_\_ business type as defined in FAR 52.219-1. The offeror shall select the one alpha code from the following listing that represents the offeror’s business type. The offeror’s recording of its business type in this procurement note by means of an alpha code replaces the marking of the appropriate boxes in FAR 52.219-1(b). Penalties for misrepresentation of business status apply (see FAR 52.219-1, paragraph (d)(2)).

Code B = Small Business. Enter code B if your firm is a small business concern, as defined in FAR 52.219-1, paragraph (a).

Code M = Small Disadvantaged Business. Enter code M if your firm is a small disadvantaged business concern, as defined in FAR 52.219-1, paragraph (a).

Code U = Woman-Owned Small Disadvantaged Business. Enter code U if your firm is a woman-owned business, as defined in FAR 52.219-1, paragraph (a), and a small disadvantaged business, as defined in FAR 52.219-1, paragraph (a).

Code W = Woman-Owned Small Business. Enter Code W if your firm is a woman-owned small business, as defined in FAR 52.219-1, paragraph (a).

\*\*\*\*\*

(S-91) Use procurement note L12 for automated solicitations valued over the micro-purchase threshold and less than or equal to the SAT; or when an exception to the rule applies, and a set-aside to a HUBZone small business concern or small business concern is anticipated.

\*\*\*\*\*

L12 Combined Historically Underutilized Business Zone (HUBZone)/Small Business Set-Aside Instructions – Type 1 (AUG 2017)

(1) This solicitation is restricted to HUBZone small business concerns, small business concerns, and Federal Prison Industries (FPI). The Government encourages all small business concerns to submit quotations. The Government will make awards based on the following order of set-aside precedence:

(a) HUBZone small business concerns (Federal Acquisition Regulation (FAR) clause 52.219-3).

(b) If no qualified quote is received from a HUBZone small business concern at a fair market price, small business concerns (FAR 52.219-6) or FPI (FAR 52.219-6, Alternate II).

(2) The FAR clauses contained in this procurement note (except paragraph (b) of 52.219-3) apply to the solicitation. Only the FAR clause matching the awardee’s Small Business Program and Type representation applies to the award.

\*\*\*\*\*

(S-92) Use procurement note L14 for automated solicitations valued over the micro-purchase threshold and less than or equal to the SAT; or when an exception to the rule applies, and a set-aside to a service-disabled veteran-owned small business concerns, a HUBZone concern, or a small business concern is anticipated.

\*\*\*\*\*

L14 Combined Set-Aside Instructions – Type 1 (AUG 2017)

(1) This solicitation is restricted to small business concerns and Federal Prison Industries (FPI). The Government encourages all small business concerns to submit quotations. The Government will make awards based on the following order of set-aside precedence:

(a) Service-disabled veteran-owned small business (SDVOSB) concerns (Federal Acquisition Regulation (FAR) 52.219-27).

(b) If no qualified quote is received from an SDVOSB concern at a fair market price, historically underutilized business zone (HUBZone) small business concerns (FAR 52.219-3).

(c) If no qualified quote is received from a HUBZone small business concern at a fair market price, small business concerns (FAR 52.219-6) or FPI (FAR 52.219-6, Alternate II).

(2) The FAR clauses contained in this procurement note (except paragraphs (b) of 52.219-3 and 52.219-27) apply to the solicitation. Only the FAR clause matching the awardee’s Small Business Program and Type representation applies to the award.

\*\*\*\*\*

(S-93) Use procurement note L16 for automated solicitations valued over the micro-purchase threshold and less than or equal to the SAT when the non-manufacturer rule is not waived; or when an exception to the rule applies, and a side-aside to an SDVOSB concern or a small business concern is anticipated.

\*\*\*\*\*

L16 Combined Service-Disabled Veteran-Owned Small Business/Small Business Set-Aside Instructions – Type 1 (AUG 2017)

(1) This solicitation is restricted to small business concerns and Federal Prison Industries (FPI). The Government encourages all small business concerns to submit quotations. The Government will make awards based on the following order of set-aside precedence:

(a) Service-Disabled Veteran-Owned Small Business (SDVOSB) concerns (Federal Acquisition Regulation (FAR) 52.219-27).

(b) If no qualified quote is received from a SDVOSB concern at a fair market price, small business concerns (FAR 52.219-6, Alternate I) or FPI (FAR 52.219-6, Alternate II).

(2) The FAR clauses contained in this procurement note (except paragraph 52.219-27) apply to the solicitation. Only the FAR clause matching the awardee’s Small Business Program and Type representation applies to the award.

\*\*\*\*\*

(S-94) Use procurement note L17 for automated solicitations valued over the micro-purchase threshold but less than or equal to the SAT when the non-manufacturer rule is waived, no exception to the rule applies, and a set-aside to a service-disabled veteran-owned small business concern or a small business concern is anticipated.

\*\*\*\*\*

L17 Combined Service-Disabled Veteran-Owned Small Business/Small Business Set-Aside Instructions – Type 2 (AUG 2017)

(1) This solicitation is restricted to service-disabled veteran-owned small business, small business concerns, and Federal Prison Industries (FPI). The Government encourages all small business concerns to submit quotations. The Government will make awards based on the following order of set-aside precedence:

(a) Service-disabled veteran-owned small business (SDVOSB) concerns (Federal Acquisition Regulation (FAR) [52.219-27](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/52_215.htm#P1460_245059)).

(b) If no qualified quote is received from a SDVOSB concern at a fair market price, small business concerns (FAR [52.219-6](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/52_215.htm#P1109_186464), Alternate I) or FPI (FAR 52.219-6, Alternate II).

(2) The FAR clauses contained in this procurement note (except paragraph (b) of 52.219-27) apply to the solicitation. Only the FAR clause matching the awardee’s Small Business Program and Type representation applies to the award.

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## SUBPART 19.5 – SET-ASIDES FOR SMALL BUSINESS

*(Revised August 3, 2017 through PROCLTR 2017-19)*

**19.502-2 Total small business set-asides.**

(a)(S-90) Before the contracting officer makes award on an unrestricted or other non-set-aside basis for a procurement valued over the SAT, a contracting official at least one level above the contracting officer shall approve the decision.

(b)(S-90) The contracting officer shall submit DD Form 2579, Small Business Coordination Record. When withdrawing dissolving a set-aside, the contracting officer shall document the reason on the DD Form 2579 or attach a memorandum for record supporting the decision and submit it to the procuring organization small business specialist for review. The contracting officer shall file all documents in the contract file or electronic contract folder.

**19.505 Rejecting Small Business Administration recommendations.**

(b) If the CCO approves the action of the contracting officer, the next level of appeal shall be the HCA. If the HCA approves the action of the contracting officer, the procurement center representative shall be so advised and may proceed with the appeal actions prescribed in FAR 19.505(c).

**19.590 Cascading/combined set-aside logic clauses for Enterprise Business Systems applications.**

(a) Enterprise Business Systems **(**EBS) systems logic for automated procurements considers the applicability of more than one kind of set-aside in a combined or “cascading” fashion, based on the order of precedence in 19.590(b). EBS systems logic simultaneously accommodates service-disabled veteran-owned small business (SDVOSB) set-asides, HUBZone small business set-asides, and total small business set-asides, including exceptions and waivers to the non-manufacturers rule. If, at the time of solicitation, there is a reasonable expectation of receiving offers from two or more SDVOSBs or HUBZone small business concerns, the EBS software uses a combined set-aside for the automated solicitation. The Government encourages all small businesses to submit quotations. The applicable procurement notes inform offerors of the order of precedence that applies.

(b) If the acquisition is valued between the micro-purchase threshold and the SAT and there is a reasonable expectation of receiving competitive offers from two or more SDVOSB concerns and two or more HUBZone small business concerns, EBS will automatically issue an RFQ as a combined set-aside based on the following order of precedence:

(1) SDVOSB concerns.

(2) If no qualified quote is received from a SDVOSB concern, HUBZone small business concerns.

(3) If no qualified quote is received from a HUBZone concern, small business concerns and Federal Prison Industries (FPI).

(c) If the acquisition is valued between the micro-purchase threshold and the SAT and there is a reasonable expectation of receiving competitive offers from two or more SDVOSB concerns but not from two or more HUBZone concerns, EBS will automatically issue an RFQ as a combined set-aside based on the following order of precedence:

(1) SDVOSB concerns.

(2) If no qualified quote is received from a SDVOSB concern, small business concerns.

(3) If no qualified quote is received from a HUBZone concern, small business concerns and Federal Prison Industries (FPI).

(d) If the acquisition is valued between the micro-purchase threshold and the SAT and there is a reasonable expectation of receiving competitive offers from two or more HUBZone small business concerns but not from two or more SDVOSB concerns, EBS will automatically issue an RFQ as a combined set-aside based on the following order of precedence:

(1) HUBZone small business concerns.

(2) If no qualified quote is received from a HUBZone concern, small business concerns and Federal Prison Industries (FPI).

(e) If the acquisition is valued between the micro-purchase threshold and the SAT and there is a reasonable expectation of receiving competitive offers from two or more small businesses but not from two or more SDVOSB concerns or two or more HUBZone small business concerns, EBS will automatically issue an RFQ as a total small business set-aside.

(f) If, after combining and “cascading” these set-asides, no qualified quote is received from a small business concern at a fair market price, EBS will withdraw the set-aside and automatically resolicit on an unrestricted basis.

**SUBPART 19.6 – CERTIFICATES OF COMPETENCY**

*(Revised August 3, 2017 through PROCLTR 2017-19)*

**19.602 Procedures.**

**19.602-1 Referral.**

(S-90) Procuring organizations may use DLA Form 1756, Referral of Small Business for Certificate of Competency (CoC) Consideration.

**19.602-3 Resolving differences between the Agency and the Small Business Administration.**

(c)(S-90)(i) Within 3 working days after receiving the SBA headquarters notification of its intention to uphold the SBA area office decision to issue a CoC, the contracting officer shall email a report to the DLA Acquisition Policy Division summarizing the facts of the case. The contracting officer shall send voluminous reports by express mail. The contracting officer shall include in the report the name of the prospective contractor, the item, the quantity, the dollar value, the specific elements for which the prospective contractor was determined to be nonresponsible, a copy of the relevant portions of the preaward survey, SBA’s rationale for issuing the CoC, and the proposed alternative means of satisfying the requirements. The contracting officer shall forward a copy of the report to the procuring organization small business specialist.

(ii) The DLA Acquisition Director shall review the report and determine whether to support the formal appeal or accept the COC. The DLA Acquisition Policy Division shall advise the contracting officer of the DLA Acquisition Director’s decision within 5 working days and provide a copy of the decision to the Small Business Programs Director.

(iii) If the DLA Acquisition Director supports the contracting officer’s intent to appeal, the DLA Acquisition Policy Division will advise the contracting officer to forward the formal appeal to the departmental director of the Office of Small Business Programs (reference DFARS PGI 219.602‑3) within 5 working days and simultaneously provide a copy to the DLA Acquisition Director. The contracting officer shall include in the formal appeal the report provided to the DLA Acquisition Policy Division, an update on the contractor’s progress toward becoming responsible, and a discussion of the attempts made to reconcile differences with the SBA. The contracting officer shall index and tab the formal appeal.

(S-91) Once the procuring organization submits the formal appeal to SBA headquarters, DLA contracting personnel are not authorized to waive the right to appeal or to forfeit an appeal without the concurrence of the DLA Acquisition Director. If the procuring organization requests such concurrence, the contracting officer shall provide substantially the same type of information submitted in the report notifying the DLA Acquisition Director of the contracting officer’s intention to appeal.

(S-92) The contracting officer shall forward all reports submitted to the DLA Acquisition Director concerning COC appeals through the CCO.

(S-93) The requirements of 19.602‑3(c)(S-90)-(S-92) do not apply to simplified acquisitions. Procuring organizations may develop procedures to process appeals on simplified acquisitions.

**19.602-4 Awarding the contract.**

(c)(S-90) If the SBA area office has not responded to the procuring organization within 5 working days after referral, the procuring organization will contact the SBA area office to confirm if it is processing a CoC. Contracting officers shall document the contract file to reflect they took this action.

(S-91) For simplified acquisitions, the contracting officer shall not agree to a period of time longer than 15 working days for the SBA to issue a COC before proceeding to award to another offeror, unless the extension is approved by the CCO.

**SUBPART 19.7 – THE SMALL BUSINESS SUBCONTRACTING PROGRAM**

*(Revised August 3, 2017 through PROCLTR 2017-19)*

**19.705 Responsibilities of the contracting officer under the subcontracting assistance program.**

**19.705‑4 Reviewing the subcontracting plan.**

(d)(7) The procuring organization and Contracting Administration Office (CAO) small business specialists are available to assist in review of subcontracting plans. The contracting officer shall forward requests through the procuring organization small business specialist to the CAO small business specialist. The contracting officer should provide a reasonable length of time, generally at least 7 working days, for the CAO review. The contracting officer shall evaluate the results of the CAO review and any resulting recommendations prior to approval of the subcontracting plan. The contracting officer shall document the contract file to reflect the review and the contracting officer’s final decision on the goal accepted.

**SUBPART 19.8 – CONTRACTING WITH THE SMALL BUSINESS ADMINISTRATION**

**(THE 8(a) PROGRAM)**

*(Revised August 3, 2017 through PROCLTR 2017-19)*

**19.803 Selecting acquisitions for the 8(a) program.**

(a)(4)(S-90) The contracting officer shall coordinate with the procuring organization small business specialist to ensure follow-on 8(a) contract support is provided for that period of time reflected in the SBA approved business plan.

(c)(S-90) Contracting officers shall consider the 8(a) program as a possible method of satisfying all new requirements being processed for contract action. Contracting officers shall give special attention to commodities and services expected to be recurring requirements and for which there is a limited number of prospective small business sources.

**PART 22 – APPLICATION OF LABOR LAWS TO GOVERNMENT ACQUISITIONS**

*(Revised July 26, 2016 through PROCLTR 16-08)*

**TABLE OF CONTENTS**

[22.001](#P22_001) Definition.

**SUBPART 22.1 – BASIC LABOR POLICIES**

[22.103-4](#P22_103_4) Approvals.

**SUBPART** [**22.15**](#P22_1500) **– PROHIBITION OF ACQUISITION OF PRODUCTS PRODUCED BY FORCED OR INDENTURED CHILD LABOR**

[22.1503](#P22_1503) Procedures for acquiring end products on the list of products requiring contractor

certification as to forced or indentured child labor.

**SUBPART 22.74 – RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS**

[22.7404](#P22_7404)  Waiver.

**22.001 Definition.**

The designated Agency Labor Advisor for acquisition related issues is DLA Acquisition Policy Division Procurement Analyst identified on the List of Agency Labor Advisors at [www.wdol.gov](http://www.wdol.gov).

**SUBPART 22.1 – BASIC LABOR POLICIES**

*(Revised July 26, 2016 through PROCLTR 16-08)*

**22.103‑4 Approvals.**

(a) The approving official is the CCO.

**SUBPART 22.15 – PROHIBITION OF ACQUISITION OF PRODUCTS PRODUCED BY FORCED OR INDENTURED CHILD LABOR**

*(Revised July 26, 2016 through PROCLTR 16-08)*

**22.1503 Procedures for acquiring end products on the list of products requiring contractor certification as to forced or indentured child labor.**

(e) Referrals shall be submitted to the Agency Labor Advisor for processing in accordance with DoDI 2200.01.

**SUBPART 22.74 – RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS**

**22.7404 Waiver.**

(c) Requests for waivers shall be submitted to the Agency Labor Advisor.

**PART 23 – ENVIRONMENT, ENERGY AND WATER EFFICIENCY, RENEWABLE ENERGY TECHNOLOGIES, OCCUPATIONAL SAFETY, AND DRUG-FREE WORKPLACE**

*(Revised September 19, 2016 through PROCLTR 16-09)*

**TABLE OF CONTENTS**

**SUBPART 23.3 – HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA**

[23.302](#P23_302)  Policy.

**SUBPART 23.3 – HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA SHEETS**

*(Revised September 19, 2016 through PROCLTR 16-09)*

**23.302 Policy.**

For shipments into foreign countries, the contracting officer shall comply with requirements applicable to each country.

**PART 25 – FOREIGN ACQUISITION**

*(Revised September 19, 2016 through PROCLTR 16-09)*

**TABLE OF CONTENTS**

**SUBPART 25.1 – BUY AMERICAN ACT – SUPPLIES**

[25.103](#P25_103) Exceptions.

**SUBPART 25.8 – OTHER INTERNATIONAL AGREEMENTS AND COORDINATION**

[25.802-71](#P25_802_71) End use certificates.

**SUBPART 25.9 – CUSTOMS AND DUTIES**

[25.903](#P25_903) Exempted supplies.

**SUBPART 25.70 – AUTHORIZATION ACTS, APPROPRIATIONS ACTS, AND OTHER STATUTORY RESTRICTIONS ON FOREIGN ACQUISITION**

[25.7002](#P25_7002) Restrictions on food, clothing, fabrics, hand or measuring tools, and flags.

[25.7002-2](#P25_7002_2) Exceptions.

**SUBPART 25.73 – ACQUISITIONS FOR FOREIGN MILITARY SALES**

[25.7301](#P25_7301) General.

## SUBPART 25.1 – BUY AMERICAN ACT – SUPPLIES

*(Revised September 19, 2016 through PROCLTR 16-09)*

**25.103 Exceptions.**

(b)(1)(iii)(C) Submit supporting documentation to the DLA Acquisition Operations Division.

(b)(2)(ii) Submit the determination and supporting documentation to the DLA Acquisition Operations Division.

## SUBPART 25.8 – OTHER INTERNATIONAL AGREEMENTS AND COORDINATION

*(Revised September 19, 2016 through PROCLTR 16-09)*

**25.802-71 End use certificates.**

DoD Directive 2040.3 can be found at <http://www.dtic.mil/whs/directives/corres/pdf/204003p.pdf>.

For Military Service managed items at Depot Level Repairable (DLR) and Supply Storage and Distribution (SS&D) sites, the EUC is the responsibility of the Secretary of Military Department. Coordinate with Office of Counsel and the DLA Political Advisor (POLAD). Provide the request for a Category I and II EUC, or the waiver for Category III EUC, for DLA managed items to the DLA Acquisition Operations Division. Prior to anticipated award, allow ten (10) working days for processing of Category I EUC requests, 30 working days for Category II EUC requests, and 45 working days for Category III EUC waivers. By memorandum dated March 19, 2018, the DLA Director delegated to the DLA Acquisition Director the authority to sign individual Category I and II EUCs once the DLA Director has authorized the execution of the EUC; this authority may be delegated to the responsible Commander or Deputy Commander of the applicable Major Subordinate Command on a case-by-case basis.

## SUBPART 25.9 – CUSTOMS AND DUTIES

*(Revised September 19, 2016 through PROCLTR 16-09)*

**25.903 Exempted supplies.**

(b)(ii) The contracting officer shall execute the certificate.

## SUBPART 25.70 – AUTHORIZATION ACTS, APPROPRIATIONS ACTS, AND OTHER STATUTORY RESTRICTIONS ON FOREIGN ACQUISITION

*(Revised September 19, 2016 through PROCLTR 16-09)*

**25.7002 Restrictions on food, clothing, fabrics, hand or measuring tools, and flags.**

**25.7002-2 Exceptions.**

(b)(3) Determination shall be forwarded to the DLA Acquisition Operations Division ten (10) working days prior to anticipated contract award.

## SUBPART 25.73 – ACQUISITIONS FOR FOREIGN MILITARY SALES

*(Revised September 19, 2016 through PROCLTR 16-09)*

**25.7301 General.**

(c)(iv) DEVIATION 2016-03 implements an exception granted to DLA by the Defense Security Cooperation Agency (DSCA) to allow FMS medical equipment and medical systems that the contracting officer has determined require manufacturer or distributor delivery and installation to be shipped as f.o.b. destination.

**PART 27 – PATENTS, DATA, AND COPYRIGHTS**

*(Revised September 19, 2016 through PROCLTR 2016-09)*

**TABLE OF CONTENTS**

**SUBPART 27.1 - GENERAL**

[27.101](#P27_101) Applicability.

**SUBPART 27.2 – PATENTS**

[27.201](#P27_201) Patent and copyright infringement liability.

[27.201-2](#P27_201_2) Contract clauses.

## SUBPART 27.1 – GENERAL

*(Revised September 19, 2016 through PROCLTR 2016-09)*

**27.101** **Applicability.**

Refer all patent, copyright, rights in data, and trademark matters through the Office of Counsel to DLA General Counsel.

## SUBPART 27.2 – PATENTS

*(Revised September 19, 2016 through PROCLTR 2016-09)*

**27.201 Patent and copyright infringement liability.**

**27.201-2 Contract clauses.**

(e) Specific patents may be excluded in accordance with FAR 27.201‑2(e) only with the prior approval of DLA General Counsel.

# PART 28 – BONDS AND INSURANCE

*(Revised March 29, 2016 through PROCLTR 2016-06)*

**TABLE OF CONTENTS**

**SUBPART 28.1 – BONDS AND OTHER FINANCIAL PROTECTIONS**

[28.106](#P28_106) Administration.

[28.106‑90](#P28_106_90) Review of bonds and consent of surety.

**SUBPART 28.3 – INSURANCE**

[28.305](#P28_305) Overseas workers’ compensation and war‑hazard insurance.

[28.307](#P28_307) Insurance under cost‑reimbursement contracts.

[28.307‑1](#P28_307_1_90) Group insurance plans.

**SUBPART 28.1 – BONDS AND OTHER FINANCIAL PROTECTIONS**

*(Revised March 29, 2016 through PROCLTR 2016-06)*

**28.106 Administration.**

**28.106‑90 Review of bonds and consent of surety.**

Contracting officers shall obtain legal sufficiency from Office of Counsel on all bonds and all consents of surety.

**SUBPART 28.3 – INSURANCE**

*(Revised March 29, 2016 through PROCLTR 2016-06)*

**28.305 Overseas workers’ compensation and war‑hazard insurance.**

(d) Instructions for waiver of Defense Base Act requirements can be accessed at <http://www.acq.osd.mil/dpap/cpic/cp/waivers_for_defense_base_act_insurance.html>. Requests for waiver must be made in writing[using] Form BEC 565, which may be accessed at http://www.dol.gov/owcp/dlhwc/lsdba/htm under “Insurance Information,” “Request for Waiver – Defense Base Act, Form BEC 565,” or by direct link at <http://www.dol.gov/owcp/dlhwc/DBARRequestforWaiver.pdf>.] Prepare requests in accordance with [DFARS PGI 228.305(d)](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/PGI%20228_3.htm#P165_3785) in coordination with Office of Counsel. Submit request for waiver to the DLA Acquisition Policy Division for signature by the [Director, DLA Acquisition. The DLA Acquisition Policy Division will submit the request to the Department of Labor.

**28.307 Insurance under cost‑reimbursement contracts.**

**28.307‑1 Group insurance plans.**

(a) Submit insurance policies under the Defense Department Group Term Insurance Plan to the cognizant Defense Contract Management Agency (DCMA) office for approval.

# PART 30 – COST ACCOUNTING STANDARDS ADMINISTRATION

*(Revised March 29, 2016, through PROCLTR 2016-06)*

**TABLE OF CONTENTS**

**SUBPART 30.2 – CAS PROGRAM REQUIREMENTS**

[30.201‑5](#P30_201_5) Waiver.

**SUBPART 30.2 – CAS PROGRAM REQUIREMENTS**

*(Revised March 29, 2016, through PROCLTR 2016-06)*

**30.201‑5 Waiver.**

(a)(1)(B) Waiver requests for individual procurements shall be submitted to the DLA Acquisition Contract and Pricing Compliance Division for coordination with the DLA Acquisition Director prior to submission to DPAP for approval.

(e) The DLA Acquisition Contract and Pricing Compliance Division prepares the annual report on CAS waivers for approval by the Senior Procurement Executive and submits the report to DPAP.

# PART 32 – CONTRACT FINANCING

*(Revised March 29, 2016 through PROCLTR 16-06)*

**TABLE OF CONTENTS**

[32.006](#P32_006) Reduction or suspension of contract payments upon finding of fraud.

[32.006‑3](#P32_006_3) Responsibilities.

[32.006-4](#P32_006_4) Procedures.

[32.006‑5](#P32_006_5) Reporting.

**SUBPART 32.1 – NON COMMERCIAL-ITEM PURCHASE FINANCING**

[32.114](#P32_114) Unusual contract financing.

**SUBPART 32.4 – ADVANCE PAYMENTS FOR NON‑COMMERCIAL ITEMS**

[32.402](#P32_402) General.

[32.409](#P32_409) Contracting officer action.

**SUBPART 32.5 – PROGRESS PAYMENTS BASED ON COSTS**

[32.501](#P32_501) General.

[32.501-2](#P32_501_2) Unusual progress payments.

**SUBPART 32.9 – PROMPT PAYMENT**

[32.905](#P32_905) Payment documentation and process.

[32.908](#P32_908) Contract clauses.

[32.908-4](#P32_908) Transporter proof of delivery (TPD).

**32.006 Reduction or suspension of contract payments upon finding of fraud.**

**32.006‑3 Responsibilities.**

(b)Instances of suspected fraud shall be promptly forwarded to Office of Counsel.

**32.006-4 Procedures.**

(a) The DLA Remedy Coordination Official is the lead Associate General Counsel for Business Integrity.

**32.006‑5 Reporting.**

The DLA Remedy Coordination Official prepares the annual report that is submitted by the DLA Director to the Under Secretary of Defense (Acquisition and Technology) through the Director of Defense Procurement and Acquisition Policy (DPAP).

**SUBPART 32.1 – NON-COMMERCIAL ITEM PURCHASE FINANCING**

*(Revised March 29, 2016 through PROCLTR 16-06)*

**32.114 Unusual contract financing.**

The contracting officer shall submit the proposed alternate financing arrangement to the DLA Acquisition Contract and Pricing Compliance Division for DLA Acquisition Director approval and submission to DPAP.

**SUBPART 32.4 – ADVANCE PAYMENTS FOR NON-COMMERCIAL ITEMS**

*(Revised March 29, 2016 through PROCLTR 16-06)*

**32.402 General.**

(e)(1) The approval authority is the DLA Acquisition Director.

(2) The DLA Acquisition Director shall coordinate with the DLA Comptroller before advance payment authorization.

**32.409 Contracting officer action.**

Contracting officers shall transmit their recommendation for approval or disapproval to the DLA Acquisition Contract and Pricing Compliance Division for submission to the approval authority.

**SUBPART 32.5 – PROGRESS PAYMENTS BASED ON COSTS**

*(Revised March 29, 2016 through PROCLTR 16-06)*

**32.501 General.**

**32.501‑2 Unusual progress payments.**

(a) All unusual progress payments provisions along with supporting information, shall be **s**ubmitted to the DLA Acquisition Contract and Pricing Compliance Division to obtain DLA Acquisition Director and DLA Finance coordination prior to submission to DPAP for approval.

**SUBPART 32.9 – PROMPT PAYMENT**

*(Revised March 29, 2016 through PROCLTR 16-06)*

**32.905 Payment documentation and process.**

(a) General.

(S-90)(1) Transporter proof of delivery (TPD).

(i) TPD is a commercial document generated by the contractor and/or the transporter of supplies and signed by the Government customer at time of delivery. TPD, in combination with adequate contractor documentation cross-referencing the TPD to the specific supplies provided, demonstrates customer receipt. Coupled with acceptance, this documentation allows the Government to initiate the payment process. The TPD process enables contractors to take advantage of existing wide area work flow (WAWF) functionality to execute the submission of proof of delivery documentation.

(ii) PD is not a substitute for any other requested receipt and acceptance documentation, such as the material receipt acknowledgement (MRA) or the WAWF receiving report (RR), but is a supplement to such documentation.

(b) Content of invoices.

(S-90)(1) Transporter proof of delivery (TPD).

(i) DLA may accept supplies based on submission by the contractor of satisfactory documentation to demonstrate customer receipt of supplies under a specific contract or order in accordance with 32.905(a)(S-90)(1).

(ii) If the customer has submitted a supply discrepancy report (SDR) or MRA discrepancy indicator, payment shall not be made until the discrepancy is resolved.

(c) Authorization to pay.

(S-90)(1) Transporter proof of delivery (TPD).

(i) Application. Contracting officers at DLA Aviation, DLA Land and Maritime, and DLA Troop Support shall insert the clause at [52.232-9006](#P52_232_9006), Transporter Proof of Delivery (TPD), in solicitations and awards for supplies when all of the following conditions apply:

(A) Contract deliveries will be made directly to DLA customers;

(B) Award will be made on a fixed-price basis;

(C) Inspection or acceptance at source is not required;

(D) Use of fast payment procedures is not authorized;

(E) Shipments to overseas destinations or to containerization consolidation points are not required; and

(F) Acquisition is not being conducted under the subsistence total order and receipt electronic system (STORES), Defense Medical Logistics Standard Support (DMLSS), Industrial Prime Vendor (IPV), or Integrated Logistics Partner (ILP) programs.

(ii) Transporter proof of delivery procedural guidance.

(A) Contract terms are as follows:

*(1)* Designate “inspection” and “acceptance” as “other;” and

*(2)* Designate the “Acceptor at Other” Department of Defense activity address code (DoDAAC) as follows:

*(i)* If “issue by” DoDAAC is SPM1 or SPE1, use SP1001.

*(ii)* If “issue by” DoDAAC is SPM2 or SPE2, use SP2001.

*(iii)* If “issue by” DoDAAC is SPM3 or SPE3, use SP3001.

*(iv)* If “issue by” DoDAAC is SPM4A1 or SPE4A1, use SP4001.

*(v)* If “issue by” DoDAAC is SPM5 or SPE5, use SP5001.

*(vi)* If “issue by” DoDAAC is SPM7L1 or SPE7L1, use SP7001.

*(vii)* If “issue by” DoDAAC is SPM7M1 or SPE7M1, use SP7001.

*(viii)* If “issue by” DoDAAC is SPM8 or SPE8, use SP8001.

(B) Financial customer liaison (FCL) and supply chain responsibilities are as follows:

*(1)* The FCL will initiate a request to the contractor for proof of delivery as appropriate in accordance with procure to pay (P2P) process cycle memorandum (PCM) 11, blocked invoice. When a contractor resubmits the wide area work flow (WAWF) receiving report (RR) with TPD documentation attached, the FCL will review the documentation to determine if sufficient information is provided to adequately demonstrate customer receipt. If not, the FCL will respond to the contractor and identify the additional information that must be submitted. If the documentation is satisfactory, and no discrepancy notification has been submitted by the customer, the FCL will accept the supplies in WAWF. This will generate a transaction resulting in the posting of a goods receipt in the enterprise business system (EBS), which will allow the payment process to begin.

*(2)* The customer is still required to submit the material receipt acknowledgement (MRA), and supply chains shall continue to ensure that follow up action is taken by appropriate personnel to obtain the MRA from the customer when it is not provided.

**32.908 Contract clauses.**

**32.908-94 Transporter proof of delivery (TPD).** Insert the clause at [52.232-9006,](#P52_232_9006) Transporter Proof of Delivery, when applicable in accordance with [32.905(c)(S-90)(1)(i)](#P32_905) and when either the clause at 52.232-25, Prompt Payment, or the clause at 52.212-4, Contract Terms and Conditions – Commercial Items, is used.

**PART 33 – PROTESTS, DISPUTES, AND APPEALS**

*(Revised December 16, 2016 through PROCLTR 2017-04)*

**TABLE OF CONTENTS**

**SUBPART 33.1 – PROTESTS**

[33.103](#P33_103) Protests to the agency.

[33.104](#P33_104) Protests to GAO.

**SUBPART 33.2 – DISPUTES AND APPEALS**

[33.209](#P33_209) Suspected fraudulent claims.

[33.211](#P33_211) Contracting officer’s decision.

[33.212](#P33_212) Contracting officer’s duties upon appeal.

[33.214](#P33_214) Alternative dispute resolution (ADR).

**SUBPART 33.1 – PROTESTS**

*(Revised December 16, 2016 through PROCLTR 2017-04)*

**33.103 Protests to the agency.**

(c) Procuring organizations shall consider using Alternative Dispute Resolution (ADR) techniques in resolving agency level protests.

(d)(4) Protesters may submit a protest to the contracting officer or may request an independent review by the CCO under the authority of Executive Order (EO) Number 12979, Agency Procurement Protests, as implemented by FAR 33.103(d). The CCO’s authority may not be delegated. If the CCO had previous personal involvement with the procurement, the decision-maker shall be the HCA. All protest decisions require legal review. Solicitations must include procurement note L06 or language substantially as follows:

\*\*\*\*\*

L06 Agency Protests (DEC 2016)

Interested parties may file an agency level protest with the contracting officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

\*\*\*\*\*

**33.104 Protests to GAO.**

(a) General procedures.

(2) GAO sends all protests involving DLA procurements to the Office of General Counsel. Immediately after receiving notice from GAO of a protest, the Office of General Counsel will notify the procuring organization’s Office of Counsel. The Office of Counsel shall promptly notify GAO and the Office of General Counsel of the name, e-mail address, and phone number of the assigned attorney. The contracting officer, in coordination with the Office of Counsel, is responsible for ensuring that the notice of protest filed at GAO is provided to all interested parties.

(3)(i) The contracting officer and assigned attorney should review the protest for possible corrective action or disposition using Alternative Dispute Resolution (ADR). For protests not resolved through corrective action or ADR, the assigned attorney provides appropriate representation, including submission of the agency report and documents required by FAR 33.104(a)(3). The agency report is prepared by the assigned attorney with close coordination with the contracting officer and will be signed by both the contracting officer and the assigned attorney. Letters transmitting agency reports to GAO must be signed by the procuring organization’s Chief Counsel.

(b) Protests before award.

(1) If the HCA determines it is necessary to award a contract after receipt of a notice from GAO that a protest has been filed, the HCA, with coordination by the procuring organization’s Office of Counsel, shall make the written finding. The Office of Counsel must send a copy of the finding to the Office of General Counsel. Procuring organizations for which the Deputy Director, DLA Acquisition (J7) is the HCA, shall submit the proposed finding through their Chief Counsel to the Office of General Counsel for coordination, prior to submitting the proposed finding to the Deputy Director, DLA Acquisition (J7).

(2) Before award of the contract, the assigned attorney will notify GAO of the finding.

(c) Protests after award.

(2) If the HCA determines it is necessary to continue contract performance after receipt of a notice from GAO that a protest has been filed, the HCA, with coordination by the procuring organization’s Office of Counsel, shall make the written finding. The Office of Counsel must send a copy of the finding to Office of General Counsel. Procuring organizations for which the Deputy Director, DLA Acquisition (J7) is the HCA, shall submit the proposed finding through their Chief Counsel to the Office of General Counsel for coordination, prior to submitting the proposed finding to the Deputy Director, DLA Acquisition (J7).

(3) Before the procuring organization lifts the stop work order or performance is otherwise continued, the assigned attorney will notify GAO of the finding.

(g) Notice to GAO.

In a sustained protest, a decision not to follow the GAO recommendation requires approval by the DLA Acquisition Director and coordination with the Office of General Counsel.

(h) Award of costs.

The authority and responsibility for resolving claims for protest costs is delegated to Chief Counsel at the procuring organizations DLA Energy, DLA Land and Maritime, DLA Aviation, DLA Troop Support, DLA Disposition Services, and DLA Distribution. This authority may not be redelegated. All decisions resolving claims for protest costs require concurrence of the contracting officer.

The authority to resolve protest claims applies not only when the GAO issues a decision recommending protest costs be paid, but also when the agency takes corrective action after determining the solicitation, proposed award, or award does not comply with applicable laws and/or regulations. The amount paid is limited by 31 U.S.C. § 3554(c)(2).

Offices of Counsel that have not been delegated the authority to settle claims for protest costs shall forward requests for protest costs, attorney fees, and bid or proposal preparation costs to the Office of General Counsel. The Office of General Counsel is responsible for disposition of these claims.

**SUBPART 33.2 – DISPUTES AND APPEALS**

*(Revised December 16, 2016 through PROCLTR 2017-04)*

**33.209 Suspected fraudulent claims.**

Referrals shall be made to procuring organization Office of Counsel for appropriate action.

**33.211 Contracting officer’s decision.**

(a)(4)(v) Contracting officers shall include ADR language in final decisions, unless the proper official has determined in writing that ADR is inappropriate (FAR 33.214). The contracting officer shall add a statement substantially as follows to the end of the paragraph regarding the contractor’s appeal rights: “Subject to the appeal time frames specified above, you may request that this dispute be resolved using alternative dispute resolution procedures.”

**33.212 Contracting officer’s duties upon appeal.**

Notices of appeal to the Armed Services Board of Contract Appeals (ASBCA) that are submitted directly to the contracting officer shall be forwarded immediately to the procuring organization Office of Counsel for further re-transmission to the ASBCA.

The DLA Office of General Counsel assigns trial attorneys to represent DLA in appeals to the ASBCA. In coordination with the assigned trial attorney, the contracting officer prepares the “Rule 4 file” for any appeal to the ASBCA in accordance with Rule 4 of the ASBCA rules (see DFARS, Appendix A, Part 2), and provides other needed support and assistance to the trial attorney regarding the appeal.

**33.214 Alternative dispute resolution (ADR).**

The contracting officer shall insert the provision at [52.233-9001](#P52_233_9001) in all solicitations unless the conditions at FAR 33.203(b) apply.

**PART 37 – SERVICE CONTRACTING**

*(Revised October 24, 2016 through PROCLTR 2016-10)*

**TABLE OF CONTENTS**

**SUBPART 37. 1 – SERVICE CONTRACTS – GENERAL**

[37.102](#P37_102) Policy.

[37.103](#P37_103) Contracting officer responsibility.

[37.110](#P37_110) Solicitation provisions and contract clauses.

**SUBPART 37.1 – SERVICE CONTRACTS – GENERAL**

*(Revised October 24, 2016 through PROCLTR 2016-10)*

**37.102 Policy.**

(f) The following management positions in addition to the CAE are designated following DoD Instruction 5000.74, Defense Acquisition of Services, Enclosure 4, dated January 5, 2016. The DLA Acquisition Deputy Director is the Senior Services Manager (SSM). The Component Level Leads (CLLs) by portfolio group are:

Electronics/Communications Services (ECS), DLA Information Operations Deputy Director

Facilities Related Services (FRS), DLA Chief of Staff (CoS)

Knowledge Based Services (KBS), DLA Information Operations Program Execution Officer (PEO)

Medical Services (MS), DLA CoS

Equipment Related Services, DLA Logistics Policy and Strategic Programs Executive Director

Transportation Related Services, DLA Logistics Policy and Strategic Programs Executive Director

Logistics Management Services, DLA Logistics Policy and Strategic Programs Executive Director

These portfolios comprise the vast majority of all DLA acquisitions of services. The SSM shall serve as the CLL for acquisition of services that fall outside the scope of the above designations.

Acquisition strategy for service requirements shall maximize opportunity for small business.

**37.103 Contracting officer responsibility.**

(e) The contracting officer shall ensure compliance with USD(AT&L) memorandum dated November 28, 2012, [Enterprise-wide Contractor Manpower Reporting Application](http://www.acq.osd.mil/dpap/policy/policyvault/Enterprise-wide_Contractor_Manpower_Reporting_Application_memorandum.pdf). The contractor manpower reporting requirement does not apply to procurements listed by product service code S111 Utilities-Gas services, S112 Utilities-Electricity services, S113 Utilities-Telephone and/or Communications services, S114 Utilities-Water services, S119 Other Utilities and Construction of structures and facilities.

(f) Adhere to the requirements set forth in the USD(AT&L) memorandum dated December 6, 2012, [Service Acquisition Workshop (SAW)](http://www.acq.osd.mil/dpap/policy/policyvault/USA006637-12-DPAP.pdf). Document the consideration of a SAW for actions over $100 million. Acquisitions for services valued over $100 million shall be coordinated with the SSM.

(S-90) Solicitations and contracts shall include procurement note C05 when the services to be provided require professional employees, and evaluation of proposed key managerial personnel is required to assess the probability of successful performance.

\*\*\*\*\*

C05 Changes to Key Personnel (OCT 2016)

Certain skilled, experienced, professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. These are defined as "key personnel" and are those persons whose resumes are submitted as part of the technical/business proposal for evaluation. The contractor shall use key personnel as identified in its proposal during the performance of this contract and will request contracting officer approval prior to any changes. Requests for approval of any changes shall be in writing with a detailed explanation of the circumstances necessitating the change. The request must contain a complete resume for the new key personnel and any other pertinent information, such as degrees, certifications, and work history. New key personnel must have qualifications that are equal to or higher than those being replaced. The contracting officer will evaluate the request and notify the contractor whether the requested change is acceptable to the Government.

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**37.110 Solicitation provisions and contract clauses.**

(a) Solicitations shall include procurement note L07 to identify Government points of contact for offerors who wish to inspect the Government installation where services will be performed.

\*\*\*\*\*

L07 Site Visit Instructions (OCT 2016)

Primary Name: Phone Number

Alternate Name: Phone Number

\*\*\*\*\*

**PART 39 – ACQUISITION OF INFORMATION TECHNOLOGY (IT)**

*(Revised August 3, 2017 through PROCLTR 2017-16)*

**TABLE OF CONTENTS**

**SUBPART 39.2 – ELECTRONIC AND INFORMATION TECHNOLOGY**

[39.201](#P39_201) Scope of subpart.

[39.203](#P39_203) Applicability.

[39.204](#P39_204) Exceptions.

**SUBPART 39.74 – TELECOMMUNICATIONS SERVICES**

[39.7402](#P39_7402) Policy.

**SUBPART 39.90 – PROCEDURES, APPROVALS AND TOOLS**

[39.9001](#P39_9001) Procedures for IT procurement.

[39.9002](#P39_9002) Documentation requirements for IT procurement.

**SUBPART 39.2 – ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)**

*(Revised August 3, 2017 through PROCLTR 2017-16)*

**39.201 Scope of subpart.**

(b) Contracting officers can find EIT standards at [www.Section508.gov](http://www.Section508.gov). When Section 508 applies, contracting officers shall review the “Buy” section at [www.buyaccessible.gov](http://www.buyaccessible.gov) to ensure appropriate requirements language is used in the solicitation and, if applicable, in the Performance Work Statement (PWS), Statements of Objective (SOO), or Statement of Work (SOW). The [BuyAccessible Wizard](http://www.buyaccessible.gov/)provides language for common EIT procurement requirements and the Government Product Accessibility Template (GPAT). When you use the [BuyAccessible Wizard or Quick Links](http://app.buyaccessible.gov/baw/Main.jsp), one of the outputs you get is a [GPAT](https://www.buyaccessible.gov/content/glossary#GPAT).Contracting officers shall ensure that the GPAT is included in solicitations with Section 508 requirements.

**39.203 Applicability**

(a)(S-90) Unless an exception applies (reference FAR 39.204), contracting officers shall insert procurement note L29 in solicitations when procuring EIT products and services.

\*\*\*\*\*

L29 Section 508 Requirements (AUG 2017)

Offerors shall comply with the Section 508 accessibility requirements. By submission of its offer, the offeror affirms that its Electronic Information Technology (EIT) supplies and services are accessible as outlined in the law, the standard, and FAR Subpart 39.2. Offerors shall complete the Government Product Accessible Template (GPAT) document in the solicitation. If applicable, offerors shall indicate where their Section 508 EIT compliance information is available for review (e.g. offeror’s website or other location the contracting officer can access). The contracting officer may require a demonstration of Section 508 compliance prior to award.

\*\*\*\*\*

(S-91) Contracting officers shall insert procurement note M08 in contracts when procuring EIT products and services.

\*\*\*\*\*

M08 Section 508 Requirements (AUG 2017)

Contractors shall comply with the Section 508 Accessibility requirements in this contract and the Government Product Accessible Template (GPAT) document, as stated in their proposal, for the duration of contract performance.

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**39.204 Exceptions.**

Contracting officers shall coordinate with Office of Counsel and DLA Information Operations, Section 508 office when seeking an exception to the requirement for an acquisition of EIT supplies or services to meet the applicable accessibility standards at 36 CFR Part 1194, EIT Accessibility Standards.

**SUBPART 39.74 – TELECOMMUNICATIONS SERVICES**

*(Revised August 3, 2017 through PROCLTR 2017-16)*

**39.7402 Policy**

(b)(4) Contracting officers shall submit recommendations to provide property (reference DFARS 239.7402(b)(4)) through the DLA Acquisition Operations Division, which will coordinate with the DLA Acquisition Director for authorization.

**SUBPART 39.90 – PROCEDURES, APPROVALS AND TOOLS**

*(Revised August 3, 2017 through PROCLTR 2017-16)*

**39.9001 Procedures for IT procurement.**

(a) The requiring activity shall coordinate all mid-tier requirements with DLA Information Operations,and other organizations as needed, prior to submission to the contracting office. “Mid-tier” refers to equipment that is in the range between individual workstations and mainframe computers. Mid-tier uses include client servers, network controllers, process controllers, and dedicated single application processors.

(b) DLA Contracting Services Office (DCSO) is the single office with authority to procure office document devices and associated maintenance support. These devices include network and stand-alone copiers, printers, multi-functional devices, scanners, fax machines, and related support services. The DCSO CCO has authority to approve requests for waivers to this mandate.

(c) DCSO is responsible for acquiring IT services, supplies, equipment, training, and subscriptions for DLA. Non-DCSO procuring organizations may award contracts or orders for IT if the total value of the contract or order (including options) does not exceed $500,000.

(d) DCSO shall procure requirements with a value exceeding $500,000, unless the DCSO CCO approves a request for procurement authority from a non-DCSO procuring organization. Non-DCSO procuring organizations shall submit requests in writing to the DCSO CCO.

(e) Unless submitted through DCSO and authorized in writing by the DLA CIO, all DLA IT procurements shall use Defense Information Systems Agency defense enterprise integration services contracts.

(f) The DLA CIO shall staff all requirements to be acquired using the GSA federal systems integration and management program through the DCSO for informational purposes and investment accountability.

(g) The contracting officer shall comply with 4.1302 when acquiring personal identity verification products and services.

(h) Prior to acquiring commercial software or software maintenance, the contracting officer shall review DFARS Subparts 208.74 and 227.72, the DLA Issuance, Smartbuy, and Enterprise Software Initiative (ESI) Enterprise Service Agreements (ESA), which is accessible through eWorkplace, and the DLA Information Technology Solutions Document. The contracting officer shall submit requests for waiver (reference DFARS PGI 208.7403 and DFARS 227.72) to DLA Information Operations.

(i) The contracting officer shall coordinate any requirements for contractors to develop, store, process, display, or transmit information that is used in any DLA business process with DLA Information Operations in the acquisition planning stage.

(j) The contracting officer shall consult the DLA Information Technology Solutions Document in DLA eWorkplace under DLA Information Operations to ensure that there are no existing IT solutions that can meet the acquisition requirement.

(1) The contracting officer shall ensure compliance with all procurement requirements when using sources listed in the DLA Information Technology Solutions Document. Contracting officers shall consider the competitive process (reference FAR 6.1), and sole source and limited source justifications (reference FAR Subpart 6.3 and FAR 8.405-6), including brand name situations, economies of scale, and scope of the listed sources.

(2) The contracting officer shall contact DLA Information Operations to request the addition of a new solution to the document.

(k) For telecommunications equipment and services:

(1) The contracting officer shall ensure capital investment funding is used for capital investment requirements valued $250,000 or greater.Contracting officers shall coordinate questions concerning the appropriate type of funding with DLA Finance and Office of Counsel.

(2) The contracting officer shall sign Communication Services Authorities or other communications services orders or agreements.

(l) Internal Use Software (IUS).

(1) As defined in Statement of Federal Financial Accounting Standards (SFFAS) Number 10, Accounting for IUS, IUS is software used to operate a federal entity’s programs (e.g., financial, administrative, and project management software) and to produce the entity’s goods and services. [SOP 6100.09, Accounting for IUS Software](https://hqc.dla.mil/issuances/Documents/s6100.09.pdf) contains IUS procedures.

(2) Requiring activity program managers (PMs) shall—

(i) Determine whether to classify a software procurement as IUS.

(ii) Structure software requirement deliverables in accordance with the IUS number structure guidelines stated in the IUS SOP.

(iii) State in the SOO, SOW, or PWS the IUS item that corresponds to the tasks required, which will be confirmed by the offeror in its proposal.

(iv) Prepare the IUS acknowledgement form.

(3) Contracting officers shall—

(i) Acknowledge that the IUS information was inserted into the SOO, SOW, PWS in accordance with the IUS SOP.

(ii) Sign the IUS acknowledgement and place it in the contract file.

(iii) Ensure contractors submit invoices in accordance with the IUS number structure. The contracting officer may delegate this responsibility to the contracting officer representatives (COR).

(iv) Ensure that CORs accept contractor deliverables and invoices consistent with invoiced IUS number structure (reference [46.501-90](#P46_501_90)).

**39.9002 Documentation requirements for IT procurement.**

(a) The requiring activity shall include the following in the acquisition package sent to the contracting officer:

(1) A statement clearly describing why the IT is needed and the program, project, Automated Information System being supported by the IT procurement.

(2) A description of what is being acquired. Identify the product (including its intended purpose, if unclear from the product name), manufacturer, model number, version number, quantity, unit cost, and any other attributes, such as essential physical characteristics. For support services, include a SOO, SOW, or PWS, as applicable.

(3) The exact location where the IT items and services are needed and points of contact with commercial and DSN telephone numbers.

(4) A copy of the market survey for each recommended source (reference FAR Part 10).

(5) A copy of the funding documentation.

(6) For sole source (e.g., only one source, specific make or model, or compatibility-limited), documentation to support a justification for other than full and open competition or limited source justification (reference FAR 6.3 and 8.405-6) and brand name situations (reference FAR 11.105).

(7) Copies of any additional information and support documentation necessary.

(b) The requiring activity shall—

(1) Prepare additional documentation or Business Case Analysis (BCA) as part of the contract file for an acquisition as needed.

(2) Submit acquisitions valued below $50,000 in accordance with local procedures, or as appropriate for the complexity of the requirement.

(3) Outline and compare the status quo method of business with three alternatives for acquisitions greater than or equal to $50,000 and less than $250,000.

(4) In addition to the requirements of (b)(2) above, provide a comparison of expected costs, benefits, impacts, and risks that would result from implementing alternative IT investments for acquisitions greater than or equal to $250,000 and less than $1,000,000.

(5) In addition to the requirements of (b)(2) and (b)(3) above, conduct a more in-depth analysis for acquisitions greater than or equal to $1,000,000 or having a significant impact on DoD logistics operations. The analysis shall include a study of the impact on DLA as a whole, as well as the quantitative and qualitative ramifications of the alternatives described within the investment; and consider the broad implications of the implementation of each alternative, including local and global implications, as well as immediate and future costs and savings.

**PART 42 – CONTRACT ADMINISTRATION**

*(Revised December 29, 2016 through PROCLTR 2018-03)*

**TABLE OF CONTENTS**

**SUBPART 42.1 – CONTRACT AUDIT SERVICES**

[42.101](#P42_101) Contract audit responsibilities.

**SUBPART 42.2 – CONTRACT ADMINISTRATION SERVICE** [42.202](#P42_202) Assignment of contract administration.

**SUBPART 42.3 – CONTRACT ADMINISTRATION OFFICE FUNCTIONS** [42.302](#P42_302) Contract administration functions.

**SUBPART 42.11 – PRODUCTION SURVEILLANCE AND REPORTING**

[42.1101](#P42_1101) General.

[42.1104](#P42_1104) Surveillance requirements.

**SUBPART 42.15 – CONTRACTOR PERFORMANCE INFORMATION**

[42.1503](#P42_1503) Procedures.

## SUBPART 42.1 – CONTRACT AUDIT SERVICES

*(Revised September 20, 2016 through PROCLTR 2016-10)*

**42.101 Contract audit responsibilities.**

The Contract and Pricing Compliance Division Chief is the designee to oversee contract audit follow-up in accordance with [DoDI 7640.02](http://www.dtic.mil/whs/directives/corres/pdf/764002p.pdf).

## SUBPART 42.2 – CONTRACT ADMINISTRATION SERVICES

*(Revised December 29, 2016 through PROCLTR 2018-03)*

**42.202 Assignment of contract administration.**

(a) Delegating functions. Delegate contract administration to DCMA for contracts and orders that require—

(1) Source inspection/acceptance (I/A) by DCMA (excludes drugs, biologics, and other medical supplies) when the Food and Drug Administration (FDA) is responsible for quality assurance, and items procured for the Wildland Fire Protection Program);

(2) ACO support for cost-type, labor-hour, or time-and-material contracts;

(3)(ii) ACO support for progress payment or performance-based payment financing terms.

(b) DLA procuring organizations shall not delegate administration to DCMA when the contract payment office is designated as SL4701, destination I/A applies, and no DCMA support is required.

(c) In addition to the conditions in 42.202(a), the following contract requirements may justify DCMA administration, whether the contract provides for source or destination I/A:

(1) Government property;

(2) Plant clearance;

(3) Production surveillance of criticality designator A or B contracts when delivery surveillance by DCMA is desired;

(4) Classified data (DD Form 254, Contract Security Classification Specification**);**

(5) First article testing (FAT);

(6) Foreign military sales (FMS);

(7) Critical safety items (CSIs);

(8) Higher-level contract quality requirements;

(9) Economic price adjustments, unless administered by MOCAS and paid by DFAS;

(10) DCRL treatment code 07;

(11) High-risk suppliers (e.g., surplus dealers, kitters);

(12) High-risk items (e.g., those with PQDRs);

(13) Contracts administered by MOCAS and paid by DFAS;

(14) Hazardous Material;

(15) Arms, Ammunition, or Explosives; and

(16) Safety of Flight.

(d) When contract administration is retained by DLA and the contract includes a duty free clause, contracting officers shall use the DCMA eTool. Registration can be requested through EWAM at the following link: https://eadf.dcma.mil/ewam2/registration/setup.do.

(e) DLA may retain administration of a basic LTC but require DCMA administration of specific orders on a case-by-case basis. In those instances when an LTC will have some delivery orders requiring DCMA administration and some requiring DLA administration, the basic contract shall (i) identify DLA as the administration office; and (ii) state which items require DCMA administration. When LTCs are awarded and it is contemplated that DCMA will administer certain orders, the contracting officer shall notify DCMA by email that there may be forthcoming orders for DCMA administration. DCMA will retrieve the basic contract from EDA for input into MOCAS, to ensure subsequent delivery orders are not rejected. If all orders on an LTC require DCMA administration, the contract shall identify the correct DCMA office.

## SUBPART 42.3 – CONTRACT ADMINISTRATION OFFICE FUNCTIONS

*(Revised December 22, 2016 through PROCLTR 2017-09)*

**42.302 Contract administration functions.**

(a) The contracting officer shall follow the approved contract management plan (CMP) (reference [7.105](#P7_105)(b)(19)).

(13)(B)(1) Contracting officers shall designate the payment office as DoD Activity Address Code (DoDAAC) SL4701 for Enterprise Business System (EBS) contracts, except for contracts with progress or performance based payments and cost type contracts, which shall be paid by MOCAS payment offices (<https://pubapp.dcma.mil/CASD/main.jsp>), or for contracts with the Canadian Commercial Corporation when DCMA will perform contract administration: use payment office HQ0337. DLR contracting officers shall use the applicable MOCASpayment code for the payment office specified in the Federal Directory of Contract Administration Services Components.

## SUBPART 42.11 – PRODUCTION SURVEILLANCE AND REPORTING

*(Revised September 20, 2016 through PROCLTR 2016-10)*

**42.1101 General**.

When the contracting officer retains administration functions, the contracting officer shall monitor contractor performance to ensure compliance with terms and conditions of the contract action. When it is determined that a need date may require a shorter delivery, the material planner or the customer account specialist will follow the policies and processes for expediting delivery in Cross-Process Policy Memorandum CP-12-001, Sales Order Expedite and Customer Inquiry Policy, dated December 11, 2012 (available on eWorkplace, Logistics Operations (J3), Shared Documents, J3 Policies and Procedures, Cross Process). The contracting officer shall negotiate revised delivery with the contractor.

Prior to taking action for contract action non-compliance, the contracting officer shall coordinate with the material planner, customer account specialist, or product specialist. Coordination with the Office of Counsel is required prior to taking cancellation or termination action.

**42.1104 Surveillance requirements.**

(a)(iii)(D) DCMA uses the Delivery Schedule Manager (DSM) eTool to communicate potential and existing delinquencies, respond to an acceleration request, or recommend delivery extension on a contract. To access this tool and respond to any communications from DCMA and review system generated reports, contracting officers shall be registered in DCMA's External Web Access Management (EWAM) application. Registration can be requested through EWAM at the following link: <https://eadf.dcma.mil/ewam2/registration/setup.do>.

## SUBPART 42.15 – CONTRACTOR PERFORMANCE INFORMATION

*(Revised September 20, 2016 through PROCLTR 2016-10*

**42.1503 Procedures.**

(a)(1) Contracting officers are responsible for coordination with the technical office, quality assurance, DCMA counterparts, and other end users of the product or service, as necessary, to complete their assessment and input past performance information into CPARS. The DLA Acquisition Procurement Process and Systems Division will track compliance on a monthly basis and report to the DLA Acquisition Director.

(h)(3) The DLA Acquisition Procurement Process and Systems Division is the CPARS focal point. Each procuring organization shall designate a FAPIIS point of contact (POC) to input information provided by the contracting officer into FAPIIS. FAPIIS POCs shall notify the contracting officer when the record has been submitted. The contracting officer shall document the contract file to show that the action was reported to FAPIIS. The procuring organization FAPIIS POC shall report contract terminations to the DLA Acquisition Procurement Process and System Division FAPIIS POC via email to [FAPIISInbox@dla.mil](mailto:FAPIISInbox@dla.mil) and include the contract number, date and type of termination, any change, and when data was reported to FAPIIS.

# PART 43 – CONTRACT MODIFICATIONS

*(Revised March 20, 2018 through PROCLTR 2018-06)*

**TABLE OF CONTENTS**

**SUBPART 43.1 – GENERAL**

[43.103](#P43_103) Types of contract modifications.

**PART 43 – CONTRACT MODIFICATIONS**

## SUBPART 43.1 – GENERAL

*(Revised March 20, 2018 through PROCLTR 2018-06)*

**43.103 Types of contract modifications.**

(b) Unilateral.

(S-90) In cases when the contractor is unable to sign a bilateral modification deobligating an unliquidated obligation (ULO), the contracting officer may issue a unilateral deobligation modification with concurrence of Office of Counsel.

**PART 45 – GOVERNMENT PROPERTY**

*(Revised September 19, 2016 through PROCLTR 16-09)*

**TABLE OF CONTENTS**

**SUBPART 45.1 – GENERAL**

[45.101](#P45_101) Definitions.

[45.103](#P45_103) General

[45.103-70](#P45_103_70) Furnishing Government Property to Contractors.

[45.105](#P45_105) Contractors’ Property Management System Compliance.

**SUBPART 45.6 – REPORTING, REUTILIZATION, AND DISPOSAL**

[45.602 Reutilization of Government property.](#P45_602)

[45.602-2](#P45_602_2) Reutilization Priorities.

## SUBPART 45.1 – GENERAL

*(Revised September 19, 2016 through PROCLTR 16-09)*

**45.101 Definitions.**

*“Property Administrator”* See 1.670.

*“Stock Provided to Vendor (SPTV)”* is SAP terminology that identifies and tracks items or components issued to DLA Distribution or a contractor for assembly or modification to make an end-item. Examples include items or components required for kits, uniforms, MREs, and government furnished material.

*“Vendor Managed Inventory (VMI)”* is used to characterize various programs in which Government-owned property is managed by the contractor.

**45.103 General**

**45.103-70 Furnishing Government Property to Contractors.**

(1) The product specialist makes the determination and documents the requirement in the Material Master. The requirement will be identified on the PR.

**45.105 Contractors’ Property Management System Compliance.**

(a) Conduct an analysis of the contractor’s property management policies, procedures, practices, and systems, as frequently as conditions warrant, in accordance with DoDI 4161.02,

Accountability and Management of Government Contract Property, dated April 27, 2012, which can be accessed at <http://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/416102p.pdf>; and the DoD Guidebook for Contract Property Administration, dated December 2014, which can be accessed at <https://www.dau.mil/guidebooks/Shared%20Documents%20HTML/Guidebook%20for%20Contract%20Property%20Administration.aspx>.

## SUBPART 45.6 – REPORTING, REUTILIZATION, AND DISPOSAL

*(Revised September 19, 2016 through PROCLTR 16-09)*

**[45.602 Reutilization of Government property.](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%2045_6.html" \l "wp1129374)**

**45.602-2 Reutilization Priorities.**

(d) Dispose of the property identified in FAR Subpart 45.602-2(d) in accordance with [DOD Instruction 4161.02, Accountability and Management of Government Contract Property](http://dtic.mil/whs/directives/corres/pdf/416102p.pdf), dated April 27, 2012, and [DOD Manual 4160.21, Volume 2, Defense Materiel Disposition: Property Disposal and Reclamation](http://www.dtic.mil/whs/directives/corres/pdf/416021_vol2.pdf), dated October 22, 2015.

**PART 46 – QUALITY ASSURANCE**

*(Revised March 9, 2018 through PROCLTR 2018-04)*

**TABLE OF CONTENTS**

[46.000](#P46_000) Scope of part.

**SUBPART 46.1 – GENERAL**

[46.103](#P46_103) Contracting officer responsibilities.

[46.105](#P46_105) Contractor responsibilities.

**SUBPART 46.2 – CONTRACT QUALITY REQUIREMENTS**

[46.202](#P46_202) Types of contract quality requirements.

[46.202-4](#P46_202_4) Higher-level contract quality requirements.

[46.290](#P46_290) Certificate of quality compliance (COQC).

[46.291](#P46_291) Production lot testing.

[46.292](#P46_292) Product verification testing.

**SUBPART 46.4 – GOVERNMENT CONTRACT QUALITY ASSURANCE**

[46.401](#P46_401) General.

[46.402](#P46_402) Government contract quality assurance at source.

[46.407](#P46_407) Nonconforming supplies or services.

[46.490](#P46_490) Oversight of DoD supply chain integrity.

**SUBPART 46.5 – ACCEPTANCE**

[46.501](#P46_501) General.

[46.501-90](#P46_501_90) Acceptance of internal use software (IUS).

[46.503](#P46_503) Place of acceptance.

[46.504](#P46_504) Certificate of conformance.

**SUBPART 46.7 – WARRANTIES**

[46.704](#P46_704) Authority for use of warranties.

**46.000 Scope of Part.**

The Military Departments provide Depot Level Repairable (DLR) quality requirements. The Military Departments report and track item deficiencies for DLR supplies. Any associated provisions and clauses shall follow the Military Departments procedures for DLR supplies.

**SUBPART 46.1 – GENERAL**

*(Revised November 9, 2016 through PROCLTR 2017-02)*

**46.103 Contracting office responsibilities.**

(a) Requirements are provided on the purchase request in EBS.

**46.105 Contractor responsibilities.**

(b) The contractor is required to maintain calibrated measuring and test equipment used for test and verification of products offered. The product specialist shall insert the TQ STO RT001 Measuring and Test Equipment in the PID.

**SUBPART 46.2 – CONTRACT QUALITY REQUIREMENTS**

*(Revised August 3, 2017 through PROCLTR 2017-18)*

**46.202 Types of contract quality requirements.**

**46.202-4 Higher-level contract quality requirements.**

(a) The product specialist determines when higher-level contract quality requirements are required based on a review of the technical data package, ESA requirement, criticality and complexity of the item, or history of quality deficiencies. The product specialist will enter the higher-level contract quality requirement into the Document Management System, if applicable. The higher-level contract quality requirement will be incorporated into the PID in solicitations and contract awards from the Material Master. The higher-level contract quality requirement will be pre-populated in the fill-in for FAR clause 52.246-11.

**46.290 Certificate of quality compliance (COQC).**

A COQC is a quality assurance requirement in the form of a Contract Data Requirements List (CDRL) (DD Form 1423-1) deliverable to provide objective quality evidence for materials submitted by the supplier. The DLA Logistics Operations Technical Programs and Quality Assurance Division maintains the CDRL in the Document Management System, and it is referenced in the Material Master. The CDRL is incorporated into the PID in solicitations and contract awards from the Material Master.

**46.291 Production lot testing.**

The purpose of production lot testing (PLT) is to validate quality conformance of products prior to lot acceptance. The requirement for PLT can be either at a contractor or Government facility as specified in the Product Master. The product specialist shall review the ESA testing requirements for completeness, accuracy, and applicability; and coordinate any changes with the ESA. The product specialist shall place the testing requirements into the Material Master. PLT is required in all solicitations and contracts when indicated in the Product Master. PLT can be conducted by the contractor or the Government.

(a) PLT conducted by contractor. The contractor is responsible to produce the production lot(s) and conduct the test. The PLT shall be separately priced with a PLT CLIN to cover the cost of the approved samples that are consumed, destroyed, or otherwise rendered unusable during testing. The contracting officer shall insert the negotiated price for the PLT CLIN at time of award.

Solicitations and awards shall include procurement note E03 when PLT is required. For automated acquisitions, the fill-in information for the procurement note is completed in the solicitation. The contracting officer will obtain the fill-in information for manual acquisitions from the data field in the Product Master.

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E03 Production Lot Testing – Contractor (SEP 2016)

(1) The purpose of production lot testing (PLT) is to validate quality conformance of products. PLT is to be completed on the production lot(s) after first article approval, when a first article is required. The contractor shall price the PLT CLIN to cover the cost of the approved samples that are consumed, destroyed, or otherwise rendered unusable during testing.

(2) The contractor shall provide written notice to the contracting officer and the QAR of the time and location of the test at least fourteen (14) calendar days (or as otherwise specified in the contract) prior to the production lot test, so the Government may witness the test.

(3) The QAR will select [*contracting officer shall insert number of samples identified in Product Master*] samples at random from the production lot(s) produced.

(4) The contractor shall perform all tests on the PLT samples to verify/validate for the QAR that the items meet the contract technical/quality requirements.

(5) If a PLT sample fails, the entire production lot quantity produced fails. The contractor shall notify the contracting officer and propose corrective action, if appropriate.

(6) Prepare and disseminate the PLT report as follows:

(a) Prepare the test report in accordance with data item description DI-NDTI-80809B, and mark the test report, “Production Lot Test Report, Contract Number [*contractor insert*] and Lot/Item Number [*contractor insert*].”

(b) Present the contractor’s PLT report to the QAR for review.

(c) Include the following documentation with all shipments of PLT Reports: DD Form 1222 and DD Form 250/iRAPT Receiving Report signed by the QAR; a copy of the contract/order; a copy of all applicable test reports, showing actual results and tolerances specified in the technical data package; material and process certifications; process operations and inspection method sheets; copies of drawings used to manufacture the PLT sample, with proper marking to restrict public disclosure (if desired) and from Government use other than for evaluation to the extent consistent with the Government’s data rights under the contract, and documents required under a contract deliverables requirements list, if applicable.

(d) Submit all required documentation to the Government activity specified in the contract in time to allow for at least [*contracting officer shall insert number of days as shown in Product Master*] calendar day period for review of the PLT report, and for the contracting officer to provide written notification of approval/disapproval to the contractor.

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(b) PLT conducted by the Government. The contractor is responsible to produce the production lot(s), and the Government is responsible to conduct the test. The PLT shall be separately priced with a PLT CLIN to cover the cost of the approved samples that are consumed, destroyed, or otherwise rendered unusable during testing. The Government shall return any useable samples to the contractor upon completion of testing for delivery with the production quantity of the same lot. The contracting officer shall insert the negotiated price for the PLT CLIN at time of award.

Solicitations and awards shall include the procurement note E04 when PLT is required. For automated acquisitions, the fill-in information for the procurement note is completed in the solicitation. The contracting officer will obtain the fill-in information for manual acquisitions from the data field in the Product Master.

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E04 Production Lot Testing – Government (AUG 2017)

(1) The purpose of production lot testing (PLT) is to validate quality conformance of products. PLT is to be completed on the production lot(s) after first article approval, when a first article is required. The contractor shall price the PLT CLIN to cover the cost of the approved samples that are consumed, destroyed, or otherwise rendered unusable during testing.

(2) The contractor shall provide written notice to the contracting officer and the QAR at least fourteen (14) calendar days (or as otherwise specified in the contract) prior to the date when the contractor will present the production lot to the QAR for selection of PLT samples.

(3) The QAR will select [*contracting officer shall insert the number of samples identified in the Product Master*] samples, at random from the production lot(s) produced. If the quantity stated in the previous sentence equals “ZZ,” the contractor should use the appropriate sample size identified within the Technical Data Package or applicable Sample Plan provided by the Government. The contractor will seek approval of the sample size with the QAR.

(4) The contractor shall ship the PLT samples to [*contracting officer shall insert name and location of testing facility as identified in Product Master*] by traceable means. Shipment shall be marked “Production lot samples – do not post to stock,” contract and lot number. A copy of the DD250/iRAPT Receiving Report shall be placed on the exterior of the shipping container in accordance with MIL-STD-129. Include the following interior documentation: DD Form 1222 and DD250/iRAPT Receiving Report signed by the QAR; copy of contract/order; copies of test reports, showing actual results and tolerances specified in the technical data package; material and process certifications; process operations and inspection method sheets; copies of drawings used to manufacture the PLT sample (proper marking to assert proprietary or other rights to restrict public disclosure is the contractor’s responsibility); documents required under contract deliverables requirements list; and a prepaid shipping label or document with the information required to return the PLT samples to the contractor at no cost to the Government.

(5) At time of shipment, copies of the signed DD Form 1222, DD250/iRAPT Receiving Report, transportation tracking information, and information for return of the PLT samples shall be provided to the contracting officer. The Government testing time will be [*contracting officer insert number of days for test, as shown in the Product Master*] calendar days for the test results to be provided to the contractor.

(6) If a PLT sample fails, the entire production lot quantity produced fails. The contractor shall propose corrective action, if appropriate.

(7) PLT samples will be returned to the contractor, with a copy of the test report, at contractor expense.

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**46.292 Product verification testing**.

The contracting officer or the product specialist can recommend invocation of PVT. Contracting officers may decide to invoke PVT, after coordination with the product specialist, when the following conditions apply: high-risk item, offeror on the DCRL, first time buy item, high risk supplier, or high risk quote. Upon making the determination to invoke PVT, contracting officers shall contact the product specialist to take the appropriate technical actions prior to contract award. The product specialist may also decide to invoke PVT and will contact the contracting officer with the appropriate justification.

The product specialist will issue a quality assurance letter of instruction (QALI) to DCMA when quality concerns relating to the item or the supplier are identified, with a copy to the contracting officer for inclusion in Records Management. The QALI invokes the product verification testing (PVT) requirement. DCMA will notify the contractor and initiate the testing process. When PVT is invoked, contracting officers use the authority under FAR 52.246-2, Inspection of Supplies-Fixed-Price. Contracting officers shall include procurement note E05 in solicitations and awards.

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E05 Product Verification Testing (SEP 2016)

(1) When PVT is invoked, the QAR will notify the contractor that testing will be performed. The product verification testing (PVT) will be performed at a Government-designated testing laboratory.

(a) The contractor shall not ship or deliver any material unless directed to do so in writing by the contracting officer or until notified of acceptable PVT results.

(b) PVT results will be provided in 20 working days after receipt at the Government testing facility.

(2) The QAR will select a random sample from the contractor’s production lot. Selected PVT samples are to be shipped by the contractor at Government expense with a copy of the Department of Defense DD Form 250 and a DD Form 1222. The packaging will be marked “Product Verification Test Samples, Contract number \_\_\_\_\_\_\_\_\_\_, lot/item number\_\_\_\_\_\_\_\_\_."

(3) Test results will indicate one of the following:

(a) Samples that pass testing and are not destroyed during evaluation will be returned to the contractor at the Government's expense and will be included as part of the total contract quantity. The contractor and Government may agree to dispose of samples not destroyed when the cost of the item does not justify the shipping expense. These samples will be considered part of the contract quantity. Samples that pass testing and are not returned to the contractor will be considered part of the contract quantity for payment and delivery. The contractor will deliver the remaining lot quantity minus sample units.

(b) If samples fail testing, such failure will result in rejection of the entire contract lot from which the samples were taken. At the Government’s discretion, parts failing any test criteria may be retained and not be returned to the contractor.

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## SUBPART 46.4 – GOVERNMENT CONTRACT QUALITY ASSURANCE

*(Revised March 9, 2018 through PROCLTR 2018-04)*

**46.401 General.**

(a) Product specialists determine the place of inspection and acceptance (I/A) based on the criteria in FAR Part 46 and the criticality of the item. Contracting officers shall award contracts identifying source or destination I/A as stated in the Material Master and abide by 46.402 when determining source I/A. If the Material Master states destination I/A and the contracting officer deviates from that requirement and 46.402(S-90)(x) applies the contracting officer shall execute an MFR, approved at one level above the contracting officer, to provide the rationale for that decision prior to contract award.

**46.402 Government contract quality assurance at source.**

(S-90) Additional requirements that may preclude destination I/A are those associated with—

(i) Critical safety items (CSIs);

(ii) Complex assemblies;

(iii) Items requiring first article testing (FAT);

(iv) Hazardous material (HAZMAT);

(v) Items acquired for foreign military sales (FMS);

(vi) Higher level quality requirements;

(vii) Arms, ammunition or explosives;

(viii) Safety of Flight;

(ix) Bulk fuel deliveries; or

(x) Suppliers with significant quality issues (e.g., Product Quality Deficiency Reports (PQDRs)). (Reference 42.202.) The product specialist will provide a quality assurance letter of instruction (QALI) to the DCMA contract administration office when a contractor has previous quality issues. If a contracting officer deviates from the Material Master due to quality issues, they shall notify the product specialist to issue a QALI.

(S-91) Solicitations and contracts that require source I/A include procurement note E06.

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E06 Inspection and Acceptance at Origin (SEP 2016)

The contractor shall indicate the location where supplies will be inspected:

Commercial and Government Entity (CAGE) code:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicable to contract line-item numbers(s) (CLIN(s)):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The contractor shall indicate the location where packaging will be inspected:

( ) Same as for supplies OR

CAGE code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicable to CLIN(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(S-92) Contracting officers shall solicit in accordance with the material master. Contracting officers shall include procurement note E07 in solicitations that require destination inspection.

\*\*\*\*\*

E07 Evaluation Factor for Origin Inspection (JAN 2018)

This solicitation contemplates an award based on destination inspection. If an offeror proposes inspection and acceptance at origin, the Government will add an evaluation factor of $2,500 to the offeror’s quoted/offered price for each origin inspection required. If phased deliveries are required or offered, the Government will consider each phase of delivery to result in one inspection for evaluation purposes.

\*\*\*\*\*

**46.407 Nonconforming supplies or services.**

(b) DLA Distribution Centers may correct a nonconformance with packaging or labeling requirements if the estimated costs of correction are $300 or less ($500 for C&T items). For more information, see [DLAI 4145.4](https://hqc.dla.mil/issuances/Documents/i4145.4.pdf), Stock Readiness. The product specialist/packaging specialist will receive an informational SDR and will provide disposition instructions to the contracting officer. The contracting officer shall advise the contractor of the discrepancy and that the Government has completed the repackaging or relabeling. The contracting officer shall request reimbursement from the contractor for the costs incurred by the Government to correct the deficiencies.

If the estimated costs of repackaging or relabeling are more than $300 ($500 for C&T), the product specialist/packaging specialist will receive an SDR and will provide disposition instructions to the contracting officer. Contracting officers shall advise the contractor of the discrepancy and may return the material to the contractor for correction/resubmittal; or, if there are urgent requirements, have the Government remediate the discrepancy at the contractor’s expense.

Contracting officers shall include procurement note C14 in solicitations and awards.

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C14 Repackaging or Relabeling to Correct Deficiencies (AUG 2017)

The Government may correct packaging or labeling deficiencies if the estimated costs of the corrections are $300 or less ($500 for C&T items). The contracting officer will advise the contractor of the discrepancy and that the Government has completed the repackaging or relabeling. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

If the estimated costs of repackaging or relabeling are more than $300 ($500 for C&T), the contracting officer may advise the contractor of the discrepancy and have the material returned to the contractor for correction/resubmittal; or, if there are urgent requirements, have the Government remediate the discrepancy at the contractor’s expense. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

\*\*\*\*\*

If the Government corrects packaging or labeling discrepancies due to contractor noncompliance, the contracting officer shall request reimbursement of the associated corrective action costs. If a PQDR is due to contractor noncompliance, the contracting officer shall request repair, replacement, or a refund for the defective part, as determined most beneficial to the Government. If a contractor has repeated packaging or labeling discrepancies, contracting officers shall make appropriate determinations regarding whether the contractor should be considered for listing on the DCRL (see 9.100). The DLA Acquisition Operations Division will conduct a monthly data call on restitution status. On a quarterly basis, the DLA Acquisition Operations Division will give a compliance briefing to the Senior Procurement Executive.

(c) The contractor shall remedy supplies considered to be hazardous, as defined in FED-STD-313, that were damaged in transit or nonconforming to the preservation, packaging, packing, and marking. The product specialist/packaging specialist shall contact the contracting officer to have the contractor correct the damage or nonconforming packaging and, if appropriate, recoup the costs associated with the discrepancy, to include removal of hazardous material spills or leakage.

**46.490 Oversight of DoD supply chain integrity.**

Quality Notifications (QNs) for product quality deficiency reports (PQDRs), supply discrepancy reports (SDRs), Government Industry Data Exchange Program (GIDEP) documents, or testing requirements will be processed to the contracting officer in workflow. The QN coordinator may require the contracting officer to suspend the open procurement action(s) pending investigation and/or will require return of the material to the contractor.

QNs relating to suspect material shall be retained in the QN coordinator workflow for processing. If contracting officer support is required, a task will be submitted to them.

Any concern of suspect material entering the supply chain shall be referred to the Counterfeit Material/Unauthorized Product Substitution (CM/UPS) team.

**SUBPART 46.5 – ACCEPTANCE**

*(Revised August 3, 2017 through PROCLTR 2017-18)*

**46.501 General.**

**46.501-90 Acceptance of internal use software (IUS).**

The contracting officer representative (COR) or if one is not delegated, the assigned technical representative/invoice acceptor, shall ensure an invoice for IUS performance and deliverables is in accordance with the IUS number structure and procedures specified in the DLA Information Operations IUS SOP. The contracting officer shall verify the COR successfully performs this task.

**46.503 Place of acceptance.**

Acceptance at destination is preferred to prevent negative payables.

**46.504 Certificate of conformance.**

The contracting officer shall coordinate use of the CoC with the product specialist.

## SUBPART 46.7 – WARRANTIES

*(Revised August 3, 2017 through PROCLTR 2017-18)*

**46.704 Authority for use of warranties.**

Contracting officers may use additional FAR warranty clauses 52.246-17, 52.246-18, and 52.246-19, in manual or automated acquisitions, when the conditions in DFARS 246.704 are met.

**PART 47 – TRANSPORTATION**

*(Revised August 3, 2017 through PROCLTR 2017-20)*

**TABLE OF CONTENTS**

**SUBPART 47.3 – TRANSPORTATION IN SUPPLY CONTRACTS**

[47.303-90](#P47_303_90) Export shipment of wood products.

[47.303-91](#P47_303_91) DLR item compliance.

[47.305-3-90](#P47_305_3_90) First Destination Transportation (FDT), Government-arranged transportation.

[47.305-3-91](#P47_305_3_91) FDT Program – shipments originating from outside the contiguous United States.

[47.305-4-90](#P47_305_4_90) Additional Wide Area Workflow (WAWF) information.

[47.305-10-90](#P47_305_10_90) Procurement notes for export shipping and US territories.

[47.305-90](#P47_305_90) Procurement notes.

**SUBPART 47.3 – TRANSPORTATION IN SUPPLY CONTRACTS**

*(Revised August 3, 2017 through PROCLTR 2017-20)*

**47.303-90 Export shipment of wood products.**

For wood products requiring export shipment, the contracting officer shall insert procurement note L30 in solicitations over the SAT that include FAR 52.247-51.

\*\*\*\*\*

L30 Computation of Cube – Wood Products (AUG 2017)

For the purpose of applying the rates specified in paragraph (d) of Federal Acquisition Regulation (FAR) provision 52.247-51, use the following computations for the total cubic feet for each contract line-item number (CLIN):

(1) Softwood lumber: Compute the cube based on the minimum size specified by the issue of the American Softwood Lumber Standard PS20-70 in effect on the date of the solicitation for nominal size, degree of surfacing, and moisture content specified for each CLIN. When a CLIN specification permits any stage of seasoning and offers are submitted based on furnishing dry lumber for specified CLINs, base the cube of the CLIN on the minimum dry size for the stated nominal size and degree of surfacing.

(2) Hardwood lumber: Compute the cube based on the minimum size specified by the National Hardwood Lumber Association rules in effect on the date of the solicitation for the nominal size, degree of surfacing, and moisture content specified for each CLIN.

(3) Poles, piling and logs: Compute the cube in board foot measure using the Brereton scale and the minimum butt and tip circumferences and the length specified for each CLIN. Compute measurement tons using the conversion factor of 480 board foot measure equals one measurement ton or 40 cubic feet.

(4) Plywood: Compute the cube based on plywood being packaged as required by Product Standard PS-2 and PS-3.

(5) Other wood products: Compute the cube based on the dimensions specified for each CLIN.

\*\*\*\*\*

**47.303-91 DLR item compliance.**

The contracting officer shall include transportation requirements supporting DLR items in any solicitation and contractual action as required by the specific Military Department. Military Department DLR specifications determine requirements, including, but not limited to: packaging, packing, marking, delivery locations, f.o.b. requirements, delivery variations, payment for shipment, and any associated contract clause. If appropriate, the contracting officer may specify DLAD requirements as applicable to DLR items.

**47.305-3-90 First Destination Transportation (FDT), Government-arranged transportation.**

FDT is a program designed to reduce the cost of first destination transportation through the use of Government-arranged transportation utilizing Government contracts and rates. DEVIATION 17-03 authorizes use of f.o.b. origin and inspection/acceptance at destination under the FDT program. This deviation expires on May 16, 2020. FDT applies to solicitations and contracts issued by DLA Aviation, DLA Land and Maritime, and DLA Troop Support, unless one of the exclusions in [47.305-3-90](#P47_305_3_90)(a)-(c) applies:

(a) Agency-wide:

(1) Inspection and acceptance at origin;

(2) Contracts with Classified, Controlled, or Sensitive Items;

(3) Hazardous material (HAZMAT) contracts;

(4) Foreign Military Sales (FMS) contracts; or

(5) Contracts being shipped to APO/FPO addresses.

(b) Procuring organization level:

(1) DLA Aviation, DLA Land and Maritime, and DLA Troop Support may exclude items on a case-by-case basis from the FDT program. Items may be eligible for exclusion in the following categories, if FDT is inappropriate:

(i) NIIN – specific item (e.g. due to the delicate nature of the material);

(ii) FSC – not consistent with commercial practices for a group of items (e.g. wood);

(iii) CIIC – security level of the item (e.g., explosives, guns, and ammunition, etc.);

(iv) Profit Center – commodity level (e.g., clothing, medical, and subsistence); or

(v) Method of Preservation HM – inappropriate due to packaging and markings required (e.g., batteries).

(2) The procuring organization can add items to the exclusions table by following the below process:

(i) The procuring organization shall develop and forward a request package to the HCA, or designee no lower than the CCO, for approval of the exclusion. The request package must include:

(A) Justification for removing the item from the FDT program;

(B) Details/data validating rationale for removal from the FDT program;

(C) Concurrence from Technical/Quality or Transportation for removal from the FDT program;

(D) Concurrence from DLA Transportation Policy; and

(E) Rationale to the procuring organization if DLA Transportation Policy non-concurs.

(ii) The procuring organization shall forward the rationale to the HCA, or designee no lower than the CCO, for final decision. If there is non-concurrence from DLA Transportation Policy, the HCA must be the final approving official.

(iii) The approved package is sent to the procuring organization policy office.

(iv) The procuring organization policy office will forward the exclusion to the position designated by the BPA TQ office designee who will add the exclusion to the FDT exclusion table in EBS.

(v) The BPA TQ office designee will forward a complete list of exclusions to all procuring organization policy offices included in the FDT program and to DLA Transportation Policy.

(c) A contracting officer may remove FDT from an award when a contractor's own transportation processes, controls, and costs, when evaluated, are in the best interest of the Government. The contracting officer shall include documentation in the contract file to justify removal from FDT.

(d) The contracting officer shall include procurement note C15 in solicitations and contracts issued by DLA Aviation, DLA Land and Maritime, and DLA Troop Support with f.o.b. origin and inspection/acceptance at destination for automated solicitations, except as specified in [47.305-3-90](#P47_305_3_90)(a)-(c).

\*\*\*\*\*

C15 First Destination Transportation (FDT) Program, Government-Arranged Transportation for Automated Awards (AUG 2017)

(1) Definitions.

“*Government-arranged transportation*” means the Government is responsible for transportation costs, providing the carrier, and scheduling the shipment pickup contingent upon proper contractor notification in VSM (see procurement note C20).

(2) The contractor shall:

(a) Use the VSM to notify the Government that the materiel is ready to ship. The Government can take up to two (2) full business days to schedule the shipment. Pick-up should occur within five (5) business days of the contractor’s notification. The contractor shall plan for sufficient time for scheduling the shipment and standard ground transportation for its material to arrive at the destination by the Contract Delivery Date (CDD).

(b) Address the following special accommodations:

(i) If an order specifies carrier equipment when requested by the Government; or

(ii) If an order does not specify carrier equipment, the order appropriate carrier equipment should not be in excess of capacity to accommodate shipment;

(c) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the contractor) on or in the carrier’s conveyance as required by carrier rules and regulations

(3) The contractor is responsible for any loss and/or damage to the goods occurring before delivery to the carrier as a result of improper loading, stowing, trimming, blocking, and/or bracing of the shipment if loaded by the contractor on or in the carrier’s conveyance.

\*\*\*\*\*

(e) The contracting officer shall include procurement note C16 in solicitations and contracts issued by DLA Aviation, DLA Land and Maritime, and DLA Troop Support with f.o.b. origin and inspection/acceptance at destination for manual solicitations, except as specified in [47.305-3-90](#P47_305_3_90)(a)-(c).

\*\*\*\*\*

C16 First Destination Transportation (FDT) Program, Government-Arranged Transportation for Manual Awards (AUG 2017)

(1) Definitions.

“*Government-arranged transportation*” means the Government is responsible for transportation costs, providing the carrier, and scheduling the shipment pickup contingent upon proper contractor notification in VSM (see procurement note C20).

(2) The contractor determines its transportation processes, controls, or costs. The contractor may submit an offer based on f.o.b. destination if it offers a better value to the Government.

(3) The contractor shall:

(a) Use the VSM to notify the Government that the materiel is ready to ship. The Government can take up to two (2) full business days to schedule the shipment. Pick-up should occur within five (5) business days of the contractor’s notification. The contractor shall plan for sufficient time for scheduling the shipment and standard ground transportation for its material to arrive at the destination by the Contract Delivery Date (CDD).

(b) Address the following special accommodations:

(i) If an order specifies carrier equipment when requested by the Government; or

(ii) If an order does not specify carrier equipment, the order appropriate carrier equipment should not be in excess of capacity to accommodate shipment;

(c) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the contractor) on or in the carrier’s conveyance as required by carrier rules and regulations

(4) The contractor is responsible for any loss and/or damage to the goods occurring before delivery to the carrier as a result of improper loading, stowing, trimming, blocking, and/or bracing of the shipment if loaded by the contractor on or in the carrier’s conveyance.

\*\*\*\*\*

**47.305-3-91 First Destination Transportation (FDT) program – shipments originating from outside the contiguous United States**

The contracting officer at DLA Aviation, DLA Land and Maritime, and DLA Troop Support, shall include procurement note C17 in solicitations and contracts when the material master indicates f.o.b. origin and inspection/acceptance at destination and the shipment originates from outside the contiguous United States with a contiguous United States location as the pick-up point in VSM. The contracting officer shall also include procurement note [C15](#P47_305_3_90_C15) for automated awards or procurement note [C16](#P47_305_3_90_C16) for manual awards.

\*\*\*\*\*

C17 First Destination Transportation (FDT) Program – Shipments Originating from Outside the Contiguous United States (AUG 2017)

(1) This acquisition is being conducted under the FDT Program. Delivery terms are f.o.b. origin. Inspection and acceptance by the Government will occur at destination.

(2) For offerors whose shipments will originate from outside the contiguous United States, the offeror’s f.o.b. origin price shall include transportation to a contiguous United States location that the offeror selects based on cost-effectiveness or other variables at the offeror’s discretion. This location shall be deemed the point of origin for purposes of the f.o.b. origin terms and conditions of the solicitation or award. The offeror shall identify this contiguous United States location as the pick-up point in VSM at <https://vsm.distribution.dla.mil>.

\*\*\*\*\*

**47.305-4-90 Additional Wide Area Workflow (WAWF) information.**

The contracting officer shall include Procurement Note G01 in solicitations and contracts that require f.o.b. destination and inspection/acceptance at destination.

\*\*\*\*\*

G01 Additional Wide Area Workflow (WAWF) Information (AUG 2017)

Contractors shall include the Transportation Control Number (TCN) and carrier shipment tracking information when submitting the DD250/iRAPT Receiving Report in Wide Area Workflow (WAWF) in order to assist with material inspection and acceptance.

\*\*\*\*\*

**47.305-10-90 Procurement notes for export shipping and U.S. Territories.**

(a) The contracting officer shall include procurement note C18 in solicitations and contracts including shipments to overseas customers including shipments direct to APO/FPO addresses, shipments to Alaska, Hawaii, and Puerto Rico, and shipments routed through the Container Consolidation Points (CCPs) at San Joaquin, California (W62N2A) and New Cumberland, Pennsylvania (W25N14). The contracting officer shall use FAR 52.247-52 when using procurement note C18. The contracting officer shall not include procurement note C18 in solicitations and contracts under the FDT Program (see [47.305-3-90](#P47_305_3_90)).

\*\*\*\*\*

C18 Shipping Instructions for Export and U.S. Territories (AUG 2017)

(1) Mail instructions (Army Post Office (APO) or Fleet Post Office (FPO) addresses). Route shipments within mail limitations to the address cited with each contract line-item (CLIN) in the following manner, based on the TP (Transportation Priority) reflected in the "mark for" data with each CLIN:

(a) U.S. mail is the only mode authorized for shipments to APO or FPO addresses.

(b) Commercial small parcel carriers (e.g., UPS, RPS or Federal Express) and Commercial Motor Carriers are never an acceptable mode to any APO/FPO address. A small parcel carrier may not be used for any destination in Alaska, Hawaii, or Puerto Rico, unless the carrier guarantees delivery to that specific consignee.

(c) Address parcel post shipments to an APO/FPO address to the "Commander" or "Commanding Officer" if there is no title preceding the address. Annotate shipments under the return address as follows: "Contents for official use - exempt from customs requirements."

(d) Contact the cognizant office prior to shipment for TP1, TP2, (IPD 01-08), 999, NMCS, regardless of distance from origin to the APO/FPO address. Package shipments for transportation by Military Air (MILAIR).

(e) Use surface parcel post (fourth class) for TP3 (IPD 09-15).

(f) The cost of parcel post insurance will not be paid by the Government.

(2) Shipments to container consolidation points (CCPs):

(a) Contact the Government Transportation Office for the Contract Administration Office: either DCMA for DCMA administered awards or DLA Distribution for awards administered by the issuing office. See Block 7 of Department of Defense (DD) form 1155 (page 1 of an order) to obtain shipping instructions for release to the carrier.

(3) Shipments to container consolidation points (CCPs):

(a) Prepare shipments directed to a CCP shown with each individual CLIN on Schedule Continuation Sheet(s) in accordance with instructions provided within this contract for Preparation for Delivery.

(b) Contact the Transportation Officer for shipping instructions for the following CCP shipments:

(i) Cargo requiring refrigeration/temperature control.

(ii) Classified or sensitive items requiring signature control.

(iii) When dimensions of an item or package exceed 456 inches (38 feet) long by 89 inches wide by 88 inches high, or weight exceeds 10,000 pounds. Cargo cannot exceed any one of the dimensions or the weight.

(iv) When volume or weight constitutes a full SEAVAN load for each activity code.

(v) Hazardous material such as material which is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents.

(vi) Type 1 shelf life items,

(vii) TP1 and 2 (IPD 01-08) with RDD of 999, 777, or 555.

(4) The contractor shall furnish the above data no later than five (5) days prior to the scheduled shipment date for shipments weighing less than 10,000 pounds which will not be tendered as a carload or truckload

(5) The contractor may not ship prior to furnishing required data, regardless of weight.

(6) The contractor must clearly identify in invoices when shipment is made by air.

(7) The carrier must research the Transportation Facilities Guide (TFG) on the consignee to get information on who to contact to make delivery appointments. The carrier should schedule appointments as soon as they are given the load via the Carrier Appointment System (CAS)/prelodge desk prior to delivery of freight shipments (other than small parcels). Bills of Lading must be annotated with pertinent TFG data and carrier appointment times.

(8) The contractor must include the mailing address of the ultimate Consignee and “Mark For” information required as part of the address for parcel post or freight shipments, as applicable, included with the data cited with each individual CLIN. The contractor will comply with the paragraph (7) and ship in accordance with instructions furnished by the Transportation office. The Transportation Officer will furnish the addresses of Aerial terminals, as required. (Parcel post shipments will not be made to water or air terminals).

\*\*\*\*\*

(b) The contracting officer shall include procurement note C19 in solicitations and long-term contracts supporting customers outside the contiguous United States when supplies are to be shipped via surface freight, CCP appears in the shipping address, or any time the requisition or TCN begins with “A,” “C,” or “W” for Army, or "E" or "F" for Air Force, and the customer is outside the contiguous United States. The contracting officer shall use FAR 52.247-52 when using procurement note C19. The contracting officer shall not include procurement note C19 in solicitations and contracts under the FDT Program (see [47.305-3-90](#P47_305_3_90)).

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C19 Trans-Shipment of Material through DLA Containerization and Consolidation Points (CCP) (AUG 2017)

(1) Shipping information overview:

(a) The contractor shall contact DLA Distribution for awards administered by DLA to schedule shipment and obtain export clearance and/or air clearance at:

DLA Distribution

Attention: Transportation Division

Email: delivery@dla.mil

Phone: 1-800-456-5507

(b) The contractor shall contact DCMA for awards DCMA administered awards to schedule shipment and obtain export clearance and/or air clearance at:

DCMA

Attention: Transportation Division

Email: vsm.shipments@dcma.mil

Phone: 1-314-331-5573

(c) The contractor may obtain shipping addresses/labels and clearances via VSM.

(d) Package shipments in accordance with military standard (MIL STD) 2073. Mark shipments in accordance with MIL STD 129. When authorized, commercial packaging/packing provisions shall be in accordance with (ASTM D3951). Package shipments of petroleum products, liquid substances, and materials, or any other product defined as hazardous in accordance with United Nations regulations which can be accessed at http://www.unece.org/trans/danger/publi/adr/adr2007/07ContentsE.html.

(2) Shipping documentation.

(a) The contractor shall annotate all shipping documents (bills of lading or other delivery documents) in the description of articles space with:

(i) Transportation control number (TCN);

(ii) Required delivery date (RDD), project (if any), transportation priority (TP); and

(iii) Ultimate consignee DODAAC and address (see "added marking for freight shipping").

(b) The contractor shall place one copy of the contract in a waterproof envelope and attach it to the shipping container, or to the #1 shipment container (in a waterproof envelope), marked # 1 of the total number of containers, if a multi-piece shipment.

(3) Eligible shipments: The CCPs provide a means to consolidate shipments from multiple shippers who do not regularly generate full 463L pallet or ISO container shipments to a single activity outside the contiguous United States. The CCPs consolidate all depot, contractor, and other DoD authorized shipments originating within the contiguous United States and destined for activities outside the contiguous United States identified by the sponsoring Services/Agencies. Only shipments identified for CCP movement in the individual activities’ address record will route through the DLA CCPs at either DLA Distribution San Joaquin, CA ((DDJC), or DLA Distribution New Cumberland, PA (DDSP).

(a) DLA Distribution San Joaquin, CA (DDJC).

(i) DDJC accepts shipments included below. The carrier will make a delivery appointment at least 72 hours in advance and are required through the Carrier Appointment System (CAS).

(A) Routine surface shipments, unless the material meets one of the exclusions listed in paragraph (4) of this procurement note, for Army, Air Force, Marine Corps, and DLA activities located in Hawaii, Japan, Okinawa, Korea, Alaska, and throughout the Pacific.

(B) Air Eligible shipments, unless the material meets one of the exclusions listed in paragraph (4) of this procurement note, for Army activities located in Hawaii, Japan, Okinawa, Korea, Alaska, and throughout the Pacific.

(ii) Contact information for DLA DDJC (Tracy site):

General Phone: (209) 839-5028

General FAX: (209 982-3790

Receiving/delivery appointments: (209) 839-5543

Registration/system information: 1-800-462-2176, option 3

(b) Defense Distribution Depot Susquehanna, Pennsylvania (DDSP).

(i) DDSP accepts shipments included below. The carrier will call 24 hours in advance to schedule an appointment.

(A) Routine surface shipments, unless the material meets one of the exclusions listed in paragraph (4) of this procurement note, for Army, Air Force, and DLA activities located in northern and southern Europe, Africa, South America, and Central America.

(B) Air eligible shipments, unless the material meets one of the exclusions listed in paragraph (4) of this procurement note, for Army and DLA activities throughout Northern and Southern Europe, Africa, South America, and Central America and Marine Corps shipments in the CENTCOM AOR.

(ii) Contact information for DDSP (New Cumberland site):

General Phone: (717) 770-6393

General FAX: (717) 770-8660

Receiving/delivery appointments: 1-800-307-8496

(c) All high priority/air eligible material not listed above must be routed to the appropriate Air Mobility Command aerial terminal or other contiguous United States service designated activity as directed by the Transportation Office (see paragraph (1)(a) of this procurement note). Contractors must contact the appropriate Transportation office to ensure these items have been cleared through the Air Clearance Authority prior to shipping to the aerial port.

(4) Exclusions: Materiel not eligible for shipment to a DLA CCP because of exclusions listed below or when the shipment shall be directly to an appropriate aerial terminal, water port, or a contiguous United States designated activity as directed by the Transportation Office (see paragraph (1)(a) of this procurement note).

(a) Excluded material:

(i) Any material listed in Defense Transportation Regulation (DTR) DOD 4500.9-R, Chapter 203, Tables 203-10 mandatory CCP exclusions), 203-11 (additional CCP exclusions for DDSP and DDJC) and 203-12 (additional mandatory CCP Exclusions for DDSP). The Defense Transportation Regulation (DTR) can be accessed at: http://www.transcom.mil/j5/pt/dtrpart2/dtr\_part\_ii\_203.pdf. Note: All shipments destined for CENTCOM AOR require application of radio frequency tags (RFID) for in-transit visibility of the material.

(ii) Foreign military sales (FMS). FMS is shipped via special consolidation locations for the security assistance program (SAP) as listed in the military assistance program address directory (MAPAD) in accordance with the Delivery Term Code (DTC) requirements. Contact the DLA Distribution or DCMA transportation office (paragraph (1)(a) of this note) for proper shipping instructions.

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**47.305-90 Procurement notes.**

(a) Vendor shipment module (VSM). The VSM is a web-based system that enhances DLA’s ability to plan and manage distribution. It is an information technology (IT) system that provides in-transit visibility (ITV), current shipping addresses, and may reduce transportation costs. For shipments of materiel that DLA buys from contractors, VSM provides ITV to consignees, consolidation and containerization points (CCPs), air and water ports, and various Government supply and transportation information systems.

(1) The contracting officer shall include procurement note C20 in all solicitations and contracts issued by DLA Aviation, DLA Land and Maritime, and DLA Troop Support, except for metals or wood products, or when DCMA administers the contract and any of the following apply:

(i) Contracts where ultimate destination is outside the contiguous United States;

(ii) Hazardous material (HAZMAT) contracts;

(iii) Foreign Military Sales (FMS) contracts; or

(iv) Contracts requiring Transportation Protective Service.

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C20 Vendor Shipment Module (VSM) (AUG 2017)

(1) DLA’s Vendor Shipment Module (VSM) is a web-based system available to DLA contractors for the purpose of obtaining current shipping addresses, two-dimensional bar coded shipping labels in accordance with MIL-STD-129P, bills of lading, packing lists, and other shipping documentation. VSM replaces the need for the contractor to contact the transportation office prior to shipping items. The use of VSM for f.o.b. destination contracts allows for the printing of labels and can also be used to print labels and arrange for shipping on f.o.b. origin contracts.

(2) To obtain information for contracts administered by DLA or to register as a VSM user, contact the DLA VSM Helpdesk at (800) 456-5507 or via email to [delivery@dla.mil](mailto:delivery@dla.mil).

(a) Prior to contacting the Government that material is ready to ship, the contractor shall complete their VSM profile, to include regular business hours and observed holidays. The Government may request reimbursement for occurrences when the Government sends carrier equipment but is unable to pick-up a shipment due to the material not being available or the contractor being closed.

(3) To obtain information for contracts administered by DCMA, contact the DCMA VSM Helpdesk at (‎314) 331-5573 or [vsm.shipments@dcma.mil](mailto:vsm.shipments@dcma.mil).

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(b) Shipping instruction request (SIR). The SIR is DCMA’s contractor interface which automates the shipping process by reducing data entry and cycle time and facilitates data collection for management of the process. Suppliers use SIR to send requests for shipping instructions to the DCMA Transportation Office. The SIR is designed to improve DCMA's ability to track and efficiently field requests in order to improve the timing and quality of shipments from contractors.

(1) The contracting officer shall include procurement note C21 in solicitations and contracts issued by DLA Aviation, DLA Land and Maritime, and DLA Troop Support when DCMA administers the contract and any of the following apply:

(i) Contracts where ultimate destination is outside the contiguous United States;

(ii) Hazardous material (HAZMAT) contracts;

(iii) Foreign Military Sales (FMS) contracts; or

(iv) Contracts requiring Transportation Protective Service.

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C21 Shipping Instruction Request (SIR) (AUG 2017)

(1) DCMA’s Shipping Instruction Request (SIR) is a web-based system that contractors and transportation specialists use to provide transportation management for contracts administered by DCMA.

(2) SIR shall be used for the following contracts:

(a) Contracts where the ultimate destination is outside the contiguous United States.

(b) Hazardous material (HAZMAT) contracts.

(c) Foreign Military Sales (FMS) contracts.

(d) Contracts requiring Transportation Protective Service.

(3) Contractors shall submit information to DCMA via Shipping Instruction Request (SIR) e-Tool. The SIR e-Tool can be accessed through External Web Access Management (EWAM) application <http://www.dcma.mil>.

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**PART 50 – EXTRAORDINARY CONTRACTUAL ACTIONS AND THE SAFETY ACT**

*(Revised October 24, 2016 through PROCLTR 2016-10)*

**TABLE OF CONTENTS**

**SUBPART 50.1 – EXTRAORDINARY CONTRACTUAL ACTIONS**

[50.101](#P50_101) General.

[50.101-3](#P50_101_3) Records

[50.103](#P50_103) Contract adjustments.

[50.103-5](#P50_103_5) Processing cases.

[50.103-6](#P50_103_6) Disposition.

## SUBPART 50.1 – EXTRAORDINARY CONTRACTUAL ACTIONS

*(Revised October 24, 2016 through PROCLTR 2016-10)*

**50.101 General.**

**50.101-3 Records.**

Records shall be maintained by the contracting officer in Records Management.

**50.103 Contract adjustments.**

**50.103-5 Processing cases.**

(S-90) The procuring organization responsible for processing a contractor's request is responsible for processing cases in accordance with DFARS PGI 250.103-5 and, following legal review by Office of Counsel, will send the case with recommendation for disposition through the HCA to the DLA Acquisition Operations Division for processing to the Agency Director for decision. The procuring organization is also responsible for establishing liaison and joint action with other Military Departments and other departments and agencies of the Government, as appropriate.

**50.103-6 Disposition**.

In accordance with DFARS 250.103-6, the DLA Acquisition Operations Division will maintain records of disposition in accordance with DFARS PGI 250.103-6.

**PART 51 – USE OF GOVERNMENT SOURCES BY CONTRACTORS**

*(Revised October 24, 2016 through PROCLTR 2016-10)*

**TABLE OF CONTENTS**

**SUBPART 51.1 – CONTRACTOR USE OF GOVERNMENT SUPPLY SOURCES**

[51.100](#P51_100) Scope of subpart.

[51.101](#P51_101) Policy.

[51.102](#P51_102) Authorization to use Government supply sources.

[51.102-90](#P51_102_90) Special Requirements

[51.103-90](#P51_103_90) Ordering from Government supply sources.

## SUBPART 51.1 – CONTRACTOR USE OF GOVERNMENT SUPPLY SOURCES

*(Revised October 24, 2016 through PROCLTR 2016-10)*

**51.100 Scope of subpart.**

Government sources of supply include items in DLA inventories and on existing DLA contracts. For DLA-managed items, this includes items coded AAC D (centrally-managed, stocked, and issued); H (customer direct delivery, non-stocked items); and Z (numeric stockage objective (NSO) items).

**51.101 Policy.**

(a)(4) DEVIATION 2017-02 is a class deviation that permits contracting officers to authorize contractors access to DLA-managed items under other than cost-reimbursement contracts. The deviation will remain in effect until April 1, 2020. This deviation shall not apply to commodities where contractor access to discounted or favorable pricing is prohibited by law, such as pharmaceuticals.

**51.102 Authorization to use Government supply sources.**

(e)(4) Contractor access to DLA sources of supply is limited to DLA-managed national stock numbered (NSN) or part numbered (P/N) items provided to DoD customers specifically authorized under a DLA contract that will use a DLA supply source. The contract should specify any ceiling quantities that may apply to an item. The rationale supporting the decision to authorize use of a DLA source of supply will be coordinated with the managing contracting activity, documented in writing for each NSN or P/N, signed by the contracting officer authorizing use of the DLA supply source, approved by the CCO, and included in the contract file.

**51.102-90 Special requirements.**

(a) To demonstrate the benefits of permitting contractor access to Government sources of supply, the price of each item obtained from a Government source of supply should be the Government price charged to the contractor plus a handling fee determined fair and reasonable by the contracting officer.

(b) The items the contractor orders must be reconciled against the items authorized in the contract. Periodic reconciliation of the quantities that DLA sold to the contractor with the quantities of the same items that the contractor supplied to DoD customers, or holds under surge responsibilities, under the authorizing contract will provide the visibility needed to monitor contractor’s usage and trigger appropriate action for improper use.

(c) The contract shall include language requiring the contractor to verify that, as the contract nears completion, no purchases are made that would result in Government supply source items remaining with the contractor after contract completion. Special provisions must be made for surge items.

**51.103-90 Ordering from Government supply sources.**

When contractor use of a DLA-managed supply source is determined to be the best value, considering price, delivery and other factors, the contracting officer shall include contract language to hold the contractor responsible to meet the delivery requirements whether or not Government supply sources are used. Failure to meet the contract delivery requirements is a contractor-caused delay.

**PART 52 – SOLICITATION PROVISIONS AND CONTRACT CLAUSES**

**TABLE OF CONTENTS**

*(Revised September 1, 2017 through PROCLTR 2017-20)*

**SUBPART 52.1 – INSTRUCTIONS FOR USING PROVISIONS AND CLAUSES**

[52.101](#P52_101) Using Part 52.

**SUBPART 52.2 – TEXTS OF PROVISIONS AND CLAUSES**

[52.200](#P52_200) Scope of subpart.

[52.204-9000](#P52_204_9000) Contractor Personnel Security Requirements.

[52.232-9006](#P52_232_9006) Transporter Proof of Delivery (TPD).

[52.233-9001](#P52_233_9001) Disputes – Agreement to Use Alternative Dispute Resolution (ADR).

**SUBPART 52.1 – INSTRUCTIONS FOR USING PROVISIONS AND CLAUSES**

**52.101 Using Part 52.**

(b) Numbering.

(2) Provisions or clauses that supplement Federal Acquisition Regulations (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS).

(ii) Only those provisions and clauses in this directive that are codified are preceded by an assigned CFR chapter number.

(B) See [1.301-91(c)](#P1_301_91).

**SUBPART 52.2 – TEXTS OF PROVISIONS AND CLAUSES**

*(Revised September 1, 2017 through PROCLTR 2017-20)*

**52.200 Scope of subpart.**

This subpart sets forth the texts of all Defense Logistics Acquisition Directive (DLAD) provisions and clauses, and for each provision and clause, gives a cross‑reference to the location in the DLAD that prescribes its use.

**52.204-9000 Contractor Personnel Security Requirements.**

As prescribed in [4.1303-90](#P4_1303_90), insert the following clause:

CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (JUL 2015)

(a) Work to be performed under this contract or task order may, in full or in part, be performed at the Defense Logistics Agency (DLA) Headquarters (HQ), DLA field activity office(s), or other Federally-controlled facilities. Prior to beginning work on a contract, DLA requires all Contractor personnel working on the Federally-controlled facility to have, at a minimum, an initiated National Agency Check with Written Inquiries (NACI) or NACI equivalent and favorable completion of a Federal Bureau of Investigation (FBI) fingerprint check.

(b) Additionally, in accordance with Department of Defense (DoD) Regulation 5200.2-R, Personnel Security Programs, and DLA Issuance 4314, Personnel Security Program, all DoD Contractor personnel who have access to Federally-controlled information systems must be assigned to positions which are designated at one of three information technology (IT) levels, each requiring a certain level of investigation and clearance, as follows:

(1) IT-I for an IT position requiring a single scope background investigation (SSBI) or SSBI equivalent;

(2) IT-II for an IT position requiring a National Agency check with Law and Credit (NACLC) or NACLC equivalent; and

(3) IT-III for an IT position requiring a NACI or equivalent.

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| Note: IT levels will be designated according to the criteria in DoD 5200.2-R. |

(c) Previously completed security investigations may be accepted by the Government in lieu of new investigations if determined by the DLA Intelligence Personnel Security Office to be essentially equivalent in scope to the contract requirements. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. To assist the Government in making this determination, the Contractor must provide the following information to the respective DLA Intelligence Personnel Security Office immediately upon receipt of the contract. This information must be provided for each Contractor employee who will perform work on a Federally-controlled facility and/or will require access to Federally-controlled information systems:

(1) Full name, with middle name, as applicable, with social security number;

(2) Citizenship status with date and place of birth;

(3) Proof of the individual’s favorably adjudicated background investigation or NACI, consisting of identification of the type of investigation performed, date of the favorable adjudication, name of the agency that made the favorable adjudication, and name of the agency that performed the investigation;

(4) Company name, address, phone and fax numbers with email address;

(5) Location of on-site workstation or phone number if off-site (if known by the time of award); and

(6) Delivery order or contract number and expiration date; and name of the Contracting Officer.

(d) The Contracting Officer will ensure that the Contractor is notified as soon as a determination is made by the assigned or cognizant DLA Intelligence Personnel Security Office regarding acceptance of the previous investigation and clearance level.

(1) If a new investigation is deemed necessary, the Contractor and Contracting Officer will be notified by the respective DLA Personnel Security Office after appropriate checks in DoD databases have been made.

(2) If the Contractor employee requires access to classified information and currently does not have the appropriate clearance level and/or an active security clearance, the DLA Intelligence Personnel Security Office will relay this information to the Contractor and Contracting Officer for further action. Investigations for Contractor employees requiring access to classified information must be initiated by the Contractor Facility Security Officer (FSO).

(3) The Contracting Officer will ensure that the respective DLA Intelligence Personnel Security Office initiates investigations for Contractor employees not requiring access to classified information (i.e., IT or unescorted entry).

(4) It is the Contractor’s responsibility to ensure that adequate information is provided and that each Contractor employee completes the appropriate paperwork, as required either by the Contracting Officer or the DLA Intelligence Personnel Security Office, in order to begin the investigation process for the required clearance level.

(e) The Contractor is responsible for ensuring that each Contractor employee assigned to the position has the appropriate security clearance level.

(f) The Contractor shall submit each request for IT access and investigation through the Contracting Officer to the assigned or cognizant DLA Intelligence Personnel Security Office. Requests shall include the following information and/or documentation:

(1) Standard Form (SF) 85, Questionnaire for Non-Sensitive Positions, or the SF 86, Questionnaire for National Security Positions (see note below);

(2) Proof of citizenship (i.e., an original or a certified copy of a birth certificate, passport, or naturalization certificate); and

(3) Form FD-258, Fingerprint Card (however, fingerprinting can be performed by the cognizant DLA Intelligence Personnel Security Office).

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| (Note to (f)(1) above: An investigation request is facilitated through use of the SF 85 or the SF 86. These forms with instructions as well as the Optional Form (OF) 306, Declaration for Federal Employment, which is required with submission of the SF85 or SF 86, are available at the Office of Personnel Management’s (OPM) system called Electronic – Questionnaires for Investigations Processing (e-QIP). Hard copies of the SF85 and SF86 are available at OPM’s web-site, [www.opm.gov](http://www.opm.gov), but hard copies of the forms are not accepted.) |

(g) Required documentation, listed above in paragraphs (f) (1) through (3), must be provided by the Contractor as directed by the Contracting Officer to the cognizant DLA Intelligence Personnel Security Office at the time of fingerprinting or prior to the DLA Intelligence Personnel Security Office releasing the investigation to OPM.

(h) Upon completion of the NACI, NACLC, SSBI, or other sufficient, appropriate investigation, the results of the investigation will be forwarded by OPM to the appropriate adjudication facility for eligibility determination or the DLA Intelligence Personnel Security Office for review and determination regarding the applicant’s suitability to occupy an unescorted entry position in performance of the DLA contract. Contractor personnel shall not commence work on this effort until the investigation has been favorably adjudicated or the Contractor employee has been waived into the position pending completion of adjudication. The DLA Intelligence Personnel Security Office will ensure that results of investigations will be sent by OPM t to the Department of Defense, Consolidated Adjudications Facility (DoD CAF) or DLA Intelligence Personnel Security Office.

(i) A waiver for IT level positions to allow assignment of an individual Contractor employee to commence work prior to completion of the investigation may be granted in emergency situations when it is determined that a delay would be harmful to national security. A request for waiver will be considered only after the Government is in receipt of the individual Contractor employee’s completed forms, the background investigation has been initiated and favorable FBI fingerprint check has been conducted. The request for a waiver must be approved by the Commander/Director or Deputy Commander/Director of the site. The cognizant DLA Intelligence Personnel Security Office reserves the right to determine whether a waiver request will be forwarded for processing. The individual Contractor employee for which the waiver is being requested may not be assigned to a position, that is, physically work at the Federally-controlled facility and/or be granted access to Federally-controlled information systems, until the waiver has been approved.

(j) The requirements of this clause apply to the prime Contractor and any subcontractors the prime Contractor may employ during the course of this contract, as well as any temporary employees that may be hired by the Contractor. The Government retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status whose actions, while assigned to this contract, who are determined by the Contracting Officer to conflict with the interests of the Government. If such removal occurs, the Contractor shall assign qualified personnel, with the required investigation, to any vacancy.

(k) All Contractor personnel who are granted access to Government and/or Federally-controlled information systems shall observe all local automated information system (AIS) security policies and procedures. Violations of local AIS security policy, such as password sharing, performing personal work, file access violations, or browsing files outside the scope of the contract, will result in removal of the Contractor employee from Government property and referral to the Contractor for appropriate disciplinary action. Actions taken by the Contractor in response to a violation will be evaluated and will be reflected in the Contractor’s performance assessment for use in making future source selection decisions. In addition, based on the nature and extent of any violations of AIS security policy, the Government will consider whether it needs to pursue any other actions under the contract such as a possible termination.

(l) The Contractor may also be required to obtain a Common Access Card (CAC) or Installation Access Badge for each Contractor employee in accordance with procedures established by DLA. When a CAC is required, the Contracting Officer will ensure that the Contractor follows the requirements of Homeland Security Presidential Directive 12 and any other CAC-related requirements in the contract. The Contractor shall provide, on a monthly basis, a listing of all personnel working under the contract that have CACs.

(m) Contractor personnel must additionally receive operations security (OPSEC) and information security (INFOSEC) awareness training. The DLA annual OPSEC refresher training and DLA annual INFOSEC training will satisfy these requirements and are available through the DLA Intelligence Office.

(n) When a Contractor employee who has been granted a clearance is removed from the contract, the Contractor shall provide an appropriately trained substitute who has met or will meet the investigative requirements of this clause. The substitute may not begin work on the contract without written documentation, signed by the Contracting Officer, stating that the new Contractor employee has met one of the criteria set forth in paragraphs (c), (d), or (i) of this clause, (i.e., acceptance of a previously completed security investigation, satisfactory completion of a new investigation, or a waiver allowing work to begin pending completion of an investigation). Contractor individual employees removed from this contract as a result of a violation of local AIS security policy are removed for the duration of the contract.

(o) The following shall be completed for every employee of the Government Contractor working on this contract upon contract expiration. Additionally, the Contractor shall notify the contracting officer immediately in writing whenever a Contractor employee working on this contract resigns, is reassigned, is terminated or no longer requires admittance to the Federally-controlled facility or access to Federally-controlled information systems. When the Contractor employee departs, the Contractor will relay departure information to the cognizant DLA Intelligence Personnel Security Office and the Trusted Agent (TA) that entered the individual into the Trusted Associated Sponsorship System (TASS), so appropriate databases can be updated. The Contractor will ensure each departed employee has completed the DLA J6 Out-Processing Checklist, when applicable, for the necessary security briefing, has returned any Government-furnished equipment, returned the DoD CAC and DLA (or equivalent Installation) badge, returned any DoD or DLA vehicle decal, and requested deletion of local area network account with a prepared Department of Defense (DD) Form 2875. The Contractor will be responsible for any costs involved for failure to complete the out-processing, including recovery of Government property and investigation involved.

(p) These Contractor security requirements do not excuse the Contractor from meeting the delivery schedule/performance requirements set forth in the contract, or waive the delivery schedule/performance requirements in any way. The Contractor shall meet the required delivery schedule/performance requirements unless the contracting officer grants a waiver or extension.

(q) The Contractor shall not bill for personnel, who are not working on the contract while that Contractor employee’s clearance investigation is pending.

(End of Clause)

### 52.232-9006 Transporter proof of delivery (TPD).

As prescribed in [32.908-94](#P32_908_94), insert the following clause:

TRANSPORTER PROOF OF DELIVERY (TPD) (APR 2013)

(a) Definition.As used in this clause, transporter proof of delivery (TPD) means a commercial document that is generated by the Contractor and/or the Contractor’s transporter of supplies and that is signed by the Government customer in order to document delivery of supplies under this contract/order. Examples of TPD are United Parcel Service (UPS) or Federal Express (FEDEX) delivery tracking reports. TPD documentation must include a customer signature, or visibility of the name of the customer who signed.

(b) When this clause is included in the contract or order, the Government may use TPD, in combination with adequate Contractor documentation cross-referencing the TPD to the specific supplies provided, as a basis for accepting the supplies. TPD with adequate supporting documentation satisfies the receipt report requirement and, coupled with acceptance, allows the Government to initiate the payment process, if all other applicable payment conditions are satisfied.

(c) To facilitate the payment process, the Government will initiate a request for the Contractor to provide TPD when the customer has not provided receipt acknowledgement to the buying activity. If TPD is requested and the Contractor agrees to provide it, the documentation must include the customer signature, or visibility of the name of the customer who signed, and as much of the following information as possible:

(1) Contract number or order number;

(2) Contract line item number (CLIN);

(3) Unit price;

(4) Quantity of items;

(5) Extended price;

(6) National stock number (NSN);

(7) Delivery date;

(8) Recipient organization's name and address;

(9) Receiving activity Department of Defense activity address code (DoDAAC);

(10) Requisition document number (and suffix, when applicable);

(11) Shipment number;

(12) Invoice number; and

(13) Location where the carrier made delivery (activity name, building number, city, state).

(d) Process for submitting TPD documentation.

(1) Enter wide area workflow (WAWF) using the ``history folder,'' enter the appropriate contract data, and recall the receiving report (RR);

(2) Click on “attachment.” Browse and upload the TPD and any additional Contractor documentation required to provide the information identified in paragraph (c) of this clause. (Attachments created in any Microsoft Office product or in PDF format are acceptable.); and

(3) Click on “submit.”

(e) Responsibility for supplies.

(1) Title to the supplies passes to the Government after delivery to the point of first receipt by the Government and subsequent acceptance.

(2) Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the Contractor shall:

(i) Assume all responsibility and risk of loss for supplies not received at destination, damaged in transit, or not conforming to purchase requirements; and

(ii) Replace, repair, or correct those supplies promptly at the Contractor’s expense, if instructed to do so by the Contracting Officer within 180 days from the date title to the supplies vests in the Government.

(End of Clause)

**52.233-9001 Disputes – Agreement to Use Alternative Dispute Resolution (ADR).**

As prescribed in [33.214](#P33_214), insert the following provision:

DISPUTES – AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

(End of Provision)

**PART 53 – FORMS**

**TABLE OF CONTENTS**

*(Revised March 9, 2018 through PROCLTR 2018-02)*

**SUBPART 53.2 – PRESCRIPTION OF FORMS**

[53.213](#P53_213) Small purchase and other simplified purchase procedures.

[53.213-90](#P53_213_90) Blanket purchase agreement delivery ticket (DLA Form 470).

[53.213-91](#P53_213_91) Shipping Instruction (DLA Form 1224).

[53.213-92](#P53_213_92) Request for quotation (DLA Form 1231).

[53.219](#P53_219) Small business and small disadvantaged business concerns.

[53.219-90](#P53_219_90) Referral of small business for certificate of competency (CoC) consideration (DLA Form

1756).

**SUBPART 53.3 – ILLUSTRATION OF FORMS**

[53.300](#P53_300) General

**SUBPART 53.90 – FORMATS AND TEMPLATES**

53.9001 Appointment of ordering officer.

[53.9007](#P53_9007) Acquisition Planning

[53.9013](#P53_9013) Simplified acquisition procedures.

[53.9015](#P53_9015)  Contracting by Negotiation

### SUBPART 53.2 – PRESCRIPTION OF FORMS

*(Revised September 19, 2016 through PROCLTR 2016-09)*

**53.213 Small purchase and other simplified purchase procedures.**

**53.213-90 Blanket purchase agreement delivery ticket (DLA Form 470).**

This form may be used when supplies or services are acquired by means of a blanket purchase agreement (BPA).

(a) General. The Defense Logistics Agency (DLA) Form 470 is a cut sheet form and is designed to be used by the vendor as an acknowledgment of a call, notice of shipment, packing list, and invoice. This form eliminates the need for preparation, by the Contractor, of separate forms for these purposes. Also, Government personnel requiring information on these forms will receive it on a standard format.

(b) Procedure. A supply of the forms may be provided by the contracting office to each Contractor who has entered into a BPA with the center. Upon the placing of a call, the Contractor may be required to complete the BPA delivery ticket based on information contained in the written or oral call in accordance with detailed instructions to be provided by the contracting office.

(c) General instructions for preparation of DLA Form 470. After the placing of each call, complete the call, complete the form in accordance with the general instructions below, and any specific instructions received with the placing of the call.

(1) Block 11. This is the date the supplies are to reach destination, not the date of shipment. Convert the number of delivery days the Government offered to an actual date. For example, if the Government offered a 30-day delivery and received the oral or written call on 1 October, enter 10/31/YY as the required date.

(2) Block 12. This is the date the supplies are to be shipped, not delivered.

(3) Blocks 13 through 19. Information for these blocks will be furnished by the contracting office at the time of the call. Enter the name and address of the consignee in block 15.

(4) Blocks 21 through 23. Entries in these blocks will be made at the time of shipment. Enter actual date shipped or delivered. No partial shipments to a particular destination may be made. If more than one shipment is made against a call, prepare two copies of this form for shipment. Copies of the shipping documents may be attached as an alternative to completing blocks 21 and 22.

(5) When using the form as an acknowledgment of call. Place a check mark on "\*" copies of the form in the box "Acknowledgment of call" (block 9).

(6) When using this form as a notice of shipment. Place a check mark in the box "Packing list" (block 9) on "\*" copies of the form in the box "Notice of shipment" (block 9).

(7) When using the form as a packing list. Place a check mark in the box "packing list" (block 9) on "\*" copies of the reproduced form for each consignee. Be sure blocks 21 through 23 have been completed, as applicable, on the forms used. Send "\*" copies to each consignee by placing copies inside the container or in an envelope attached to the exterior of the container.

(8) When using this form as an invoice. At the end of the billing period, fill in "\*" copies of the reproduced form which includes the shipment data for all destinations of that call as follows:

(i) Place a mark in the box marked invoice (block 9) of each copy of the form.

(ii) Sign and date blocks 24 and 25 of the top copy only of the form. If the BPA under which this call was issued does not provide for the fast payment procedure, the top copy must contain the signature and date (blocks 27A and 27B) of the authorized Government representative receiving and/or accepting for the Government.

"\*" The number required shall be in accordance with the needs of the contracting office.

**53.213-91 Shipping Instruction (DLA Form 1224).**

This form is used against automated simplified acquisitions.

**53.213-92 Request for Quotation (DLA Form 1231).**

This form is used against automated simplified acquisitions.

**53.219 Small business and small disadvantaged business concerns.**

**53.219-90 Referral of Small Business for Certificate of Competency (CoC) Consideration (DLA Form 1756).**

(a) DLA Form 1756 may be used to provide information for CoC referrals as required by FAR 19.602-1 and DFARS 219.602-1.

(b) General instructions for preparation of DLA Form 1756:

(1) The name, size status, and total dollar value of the next low offeror should be identified, however, referrals shall not urge a conclusion based upon the size status of the second low offeror.

(2) The remaining blocks of the form are self-explanatory.

### SUBPART 53.3 – ILLUSTRATION OF FORMS

*(Revised April 18, 2014 through PROCLTR 2014-64)*

**53.300 General.**

DLA forms are electronically maintained at <https://www2.dla.mil/officialforms/pages/DLAformsinventory.html>

### SUBPART 53.90 – FORMATS AND TEMPLATES

*(Revised March 9, 2018 through PROCLTR 2018-02)*

**53.9001(a) Appointment of ordering officer.**

As prescribed in 1.603-3-91(c)(1), use the following appointment letter for ordering officers:

|  |
| --- |
| Appointment of Ordering Officer  [*Contracting officer insert IDC or BPA number and name of procuring organization]*  1. Appointment. Under the authority of DLAD 1.603-3-91, you are hereby appointed as an Ordering Officer with authority as described in paragraph 2 below. Your appointment is effective on [*contracting officer insert date*]. This appointment automatically terminates when the Indefinite Delivery Contract (IDC) or Blanket Purchase Agreement (BPA) is completed. Your appointment may also be terminated in accordance with paragraph 4 below.  2. Authority, Limitations, and Requirements. Your ordering authority is only applicable to [*contracting officer insert IDC or BPA number*]. Your appointment is subject to the following limitations and requirements:  a. You are *not* authorized to—  (1) Delegate your ordering authority.  (2) Place an order for supplies or services not expressly within the scope of the IDC or BPA.  (3) Take any action that could be considered an alteration of the terms and conditions of the IDC or BPA in any way, either directly or by implication.  (4) Take any action that could be considered a termination of the IDC or BPA in any way, either directly or by implication.  (5) Issue modifications to the IDC, BPA, or individual orders.  (6) Issue instructions to the contractor to start or stop work.  (8) Additional limitations: [*contracting officer insert if applicable*].    b. You shall—  (1) Place orders for supplies or services only when expressly within the scope of the IDC or BPA.  (2) Promptly notify me if you recommend increasing the quantity or dollar value or extending the ordering period to meet emergency requirements, if the contract terms and conditions permit.  (3) Establish and maintain an official ordering officer file for each IDC and BPA for which you are authorized as an ordering officer. At a minimum, you shall include in each file the appointment letter and a spreadsheet listing all orders issued by you.  (4) Provide the list of orders to me by the [*contracting officer insert*] day of each month.  (5) Additional requirements: [*contracting officer insert if applicable*].    3. Standards of Conduct and Contracting Action Reporting Requirements.  a. You shall comply with the standards of conduct prescribed in DoD Directive 5500.07, Standards of Conduct, and DoD 5000.07-R, The Joint Ethics Regulation (JER), and FAR Subparts 3.1 and 3.2.  b. You shall provide me information required for contracting action reporting purposes in the manner and the time specified. (Refer to DFARS 204.6.)  4. Termination of Appointment.    a. Your appointment may be terminated at any time and shall be terminated in writing; except that your appointment is automatically terminated when the contract is completed or when you leave Government employment.    b. If you are separated from Government service while this appointment is in effect, you shall promptly notify me in writing. Your appointment shall automatically be terminated on the date you are separated from Government service.  c. If you are reassigned from your present position while this appointment is in effect, you shall promptly notify me in writing. I will terminate your appointment in writing if you are reassigned to a location or position that is inconsistent with continuing as an ordering officer under this appointment.  d. Your appointment will be terminated if—  (1) You exceed or fail to perform within the appointment authority.  (2) You fail to complete assigned corrective actions noted during oversight reviews.  5. Disposition of completed ordering officer files. Upon completion of the IDC or BPA, you shall provide me any hard copy records you maintained. If your appointment is terminated before IDC or BPA completion, you shall provide the records to me and your successor.  6. Acknowledgement of Receipt. You are required to acknowledge receipt and understanding of this appointment by signing below. Return a copy of the signed appointment letter to me.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_  Contracting Officer Name Contracting Officer Signature Date  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_  Ordering Officer Name Ordering Officer Signature Date |

**53.9007 Acquisition Planning**

**53.9007(a) Template - Streamlined Acquisition Plan (SAP)**

The following format may be used as prescribed in [7.103(d)(i)(B)](#P7_103_d_i_B).

|  |
| --- |
| **For Official Use Only**  **Source Selection Information -- See FAR 2.101 and 3.104**  **Streamlined Acquisition Plan (SAP)**  (Complete and select the box that is appropriate for the acquisition situation)  Date:  Contracting office:       Contracting officer name:  Requiring activity:       Voice (DSN):  Project title:       Fax (DSN):  Supply criticality:  Contracting officer’s e-mail address:  Purchase request (PR) or control number:  Construction  Service  Supply  Research and development (R&D)  a. Product Service Code: (Specify for services)  b. Services Portfolio Category: (Specify for services)  I. Brief description of requirement (FAR 7.105(a)(1))  a. Government estimate: $       (include all options and surge values)  b. Period of performance       (include options)  c. Delivery schedule:  II. Proposed acquisition approach  a. Extent of competition:  Full and open competition  Other than full and open competition\* \* [FAR 6.3](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/06.htm#P72_9633) authority (Specify):  Full and open after exclusion of sources  Competitive non-DoD  Mandatory use policy, including waivers (e.g., under Part 8)  Limited sources (e.g. under Part 8.405-6):  b. Small business set-aside: (See FAR Part 19)  Competitive small business set-aside (SBSA)  Competitive 8a  Sole source 8a  Service Disabled Veteran Owned Small Business (SDVOSB) Set-Aside  SDVOSB sole source  Historically underutilized business zone (HubZone) Sole Source  HubZone set-aside  Small disadvantaged women owned business (SDWOB)  Economically disadvantaged women owned small business (EDWOSB)  Historically Black colleges and universities / minority institutions (HBCU/MI)  Not applicable (NA) (If acquisition is unrestricted)  Other (Specify):  c. Procedures: (Check all that apply)  FAR 8.404 (GSA/Non-DoD Competitive)  FAR 12 Commercial Items  FAR 13 Simplified Acquisition Procedures  FAR 14 Sealed Bidding  FAR 15 Negotiation  FAR 36 Construction and Architect and Engineer (A&E) and design build  d. Contracting method  Invitation for bid (IFB)  Competitive request for proposal (RFP)  Sole source RFP  Other (fill-in)  e. Basis of award:  Sealed bid – Part 14  Negotiation – Part 15  Lowest price technically acceptable  Performance price trade-off without technical factors/proposal  Performance price trade-off with technical factors/proposal  Full trade off source selection (an acquisition plan is highly recommended)  General Services Administration (GSA)/non-DoD competitive  Other (explain):  Identify evaluation factors:  f. Contract type (Check all that apply):  Fixed-price  Time and material/labor hour agreements  Economic price adjustment  Incentive  Award fee  Cost-reimbursement  Redetermination  Indefinite delivery contract (IDC)  Multiply Award  Single Award (Provide rationale why single award)  Other (Specify):  g. Sustainability:  Contains sustainability requirements.  Sustainability exception applies: (Specify)  Sustainability requirements waived, approved by: (Specify)  h. Other considerations (Check all that apply):  Progress payment  Warranty  First article test (FAT)  Government furnished property(GFP) / Government furnished material (GFM) / Government furnished equipment (GFE) involved  Other (specify). Other items/considerations may include, Non-Economy Act or Economy Act assisted acquisitions and use of reverse auction)  III. Prior procurement history: (If applicable)  IV. Market research: (Discuss the purpose, nature, extent, involved personnel/offices and results/status, commerciality, and estimated completion date of any market research initiated/to be initiated in support of the instant purchase request or anticipated future requirements (see also FAR, DFARS, and DLAD Parts 10, 11)  V. Problems /risk/vulnerabilities (See FAR 7.105 and DFARS PGI 207.105)  VI. Projected key milestone dates:  Receive purchase request (PR):  Issue solicitation:  Receive bids/offers:  Complete evaluations:  Award contract:  Contract start:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_  Contracting Officer Name and Signature Date  VII. Approvals:  \*\* The following section is to be completed by reviewer/approving official. \*\*  Reviewer’s name:       Reviewer’s DSN/ phone number:  Reviewer’s e-mail:  Streamlined acquisition plan (SAP) approved as submitted  SAP conditionally approved subject to comments below  SAP disapproved (reviewers are required to include comments below)  Requirement has been reviewed and validated by (specify):  Reviewer’s comments:  Reviewer’s signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \*\* The following section is to be completed by the small business specialist when required\*\*  Small business specialist coordination \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Small business specialist's comments:  \*\* The following section is to be completed by the competition advocate when required\*\*  Competition Advocate coordination \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Competition advocate’s comments: |

**53.9013 Simplified acquisition procedures.**

**53.9013(a) Simplified Acquisition Award Documentation** The following format shall be used to document the basis for award and determination of price reasonableness for simplified acquisitions as prescribed in [13.106-3(b)](#P13_106_3_b_).

**Simplified Acquisition Award Documentation**

**(FOR OFFICIAL USE ONLY - SOURCE SELECTION INFORMATION – SEE FAR 2.101 AND 3.104)**

Acquisition Specialist: PR#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRC Code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Basis for Award – Price Reasonableness Determination – FAR 13.106-3(a): (Check as applicable and explain\*)**

[ ] Fair and Reasonable – Adequate Price Competition – Manufacturer Competition

[ ] Fair and Reasonable – Adequate Price Competition Among Providers of Services

[ ] Fair and Reasonable – Adequate Price Competition – Dealer/OEM Competition

[ ] Fair and Reasonable – No Competition (single quote or noncompetitive price range)

[ ] Commercial Item $ per unit

[ ] Market Research

[ ] Federal Supply Schedule (FSS) Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FSS Price: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] Independent Government Estimate

[ ] Comparison of the proposed price with prices found reasonable on previous purchases

Contract:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Unit Price: $\_\_\_\_\_\_\_\_\_\_\_\_ Quantity:\_\_\_\_\_\_\_\_\_\_\_\_\_

Price Reasonableness Code (PRC) – DLAD 15.406-3(a)(11):\_\_\_\_\_\_\_\_\_\_\_\_

[ ] Comparison of similar items: NSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Unit Price: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Quantity:\_\_\_\_\_\_\_\_\_\_\_\_ PRC:\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] Contracting Officer’s knowledge of the item

[ ] Any other reasonableness basis (i.e. Informal Cost Breakdown, Set by law or regulation, or other FAR Part 15 procedures)

**\*Narrative:**

**DFARS 217.7505 Sole Source Price Increase Certification:**

Price has increased 25% or more within the past 12 months. [ ] Yes [ ] No. If “Yes”, the price has been evaluated and justified. Required notification prior to award completed.

**Best Value Determination: (Required if Awarding to Other Than Lowest Price Highest Scored):**

**\*Narrative:**

**Other Determinations: (Check as applicable and explain as needed\*)**

[ ] Procurement is a First Time Buy

[ ] SAM.gov checked; awardee not proposed for suspension/debarment or debarred IAW FAR 9.105-1.

Date SAM Checked: \_\_\_\_\_\_\_\_\_\_\_

**Contracting Officer’s signature on the award document constitutes concurrence with all determinations made above.**

**53.9013(b) Template - Market Research for Commercial Items and Commerciality Determination Memorandum for Record**

The following format shall be used to document market research for commercial items as prescribed in [13.501(b)(1)](#P13_501_b_1).

**MEMORANDUM FOR RECORD**

SUBJECT: Market Research for Commercial Items (FAR 10.002, FAR 2.101, and FAR 13.5)

Market research has been conducted prior to solicitation:

Solicitation # , NSN(s) , Item

PART I

In accordance with FAR 10.002(b) and FAR 2.101, Definitions, a review has been conducted of the item description(s) to determine if commercial items or non-developmental items are available to meet the Government’s needs or could be modified to meet the Government’s needs to determine the following:

• Whether items of a type are customarily available in the commercial marketplace; annotate evidence of actual sale, lease, or license to the general public:

• Whether items of a type are customarily available in the commercial marketplace with modifications; annotate evidence of actual sale, lease, or license to the general public and type of modification:

• Whether items are used exclusively for governmental purposes; annotate evidence that the items were (1) developed exclusively at private expense, and (2) sold competitively in substantial quantities to multiple state and local Governments:

• Customary practices regarding customizing, modifying or tailoring of items to meet customers’ needs and associated costs; annotate evidence of customary availability of the modification in the commercial marketplace or the technical relationship between the modified items:

• Customary practices, including warranty, buyer financing, discounts, contract type considering the nature and risk associated with the requirement, etc., under which commercial sales of the products or services are made:

• The applicability of any laws and/or regulations unique to the item being acquired:

• The availability of items that contain recovered materials and items that are energy efficient; the distribution and support capabilities of potential suppliers, including alternative arrangements and cost estimates; and the size and status of potential sources:

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

PART II

Please check the applicable block(s) for techniques utilized to conduct market research and determine commerciality:

( ) Commercial-Off-the-Shelf Field is coded

( ) If item has been coded in SAP as commercial, but non-commercial practices are required (e.g., QCCs, packaging, etc.) the justification for the use of these practices has been entered in SAP in the internal comments field.

( ) Contacted knowledgeable individuals in Government and industry regarding market capabilities to meet requirements;

( ) Reviewed the results of recent market research undertaken to meet similar or identical requirements;

( ) Published formal requests for information in appropriate technical or scientific journals or business publications;

( ) Queried the Government-wide database of contracts and other procurement instruments intended for use by multiple agencies available at [https://www.fpds.gov](https://www.fpds.gov/) and other Government and commercial databases that provide information relevant to agency acquisitions;

( ) Participated in interactive, on-line communication among industry, acquisition personnel, and customers;

( ) Obtained source lists of similar items from other contracting activities, agencies, trade associations, or sources;

( ) Reviewed catalogs and other available product literature published, or on-line, by manufacturers, distributors, and dealers;

( ) Queried the Central Contractor Registration (CCR) via the System for Award Management (SAM) for small business sources, as applicable. (See FAR and DFARS Part 4 for information on SAM).

( ) Other (attach supporting documentation to include a review of the Material Master in SAP):

SUMMARY OF MARKET RESEARCH:

The Acquisition Specialist contacted the Product Specialist

Name Date

Product Specialist Concurrence Received (Y/N): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If “Yes,” has the Material Master been updated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If “No,” state reason for non-concurrence and how non-concurrence resolved: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

CONCLUSION:

Based on the market research conducted, item(s) to be solicited against subject solicitation have been determined to be commercial.

( ) Commercial ( ) Non-Commercial

APPROVALS:

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

Acquisition Specialist Date Contracting Officer Date

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

Approving Official (one level above KO – for > $1M only) Date

**53.9013(c) Template - Commercial Evaluation/Award Documentation**

The following format shall be used to document evaluation and award information, and the determination of responsibility, as prescribed in 13.501(b)(1).

|  |
| --- |
| **MEMORANDUM FOR RECORD**  **SUBJECT: COMMERCIAL ITEM AWARD DETERMINATION UNDER 13.5**  **Part I**  Determination of Responsibility: The awardee [*insert CAGE code*] is hereby determined responsible.  **Part II**  The Price is determined fair and reasonable based on:  Adequate competition  If only one response was received, the price is determined fair and reasonable based on:  Market Research: (insert narrative below);  Comparison of proposed price with prices found reasonable on previous purchases (insert narrative below);  Current price lists, catalogs, or advertisements. However, inclusion of a price in a price list, catalog, or advertisement does not, in and of itself, establish fairness and reasonableness of the price (insert narrative below);  Comparison with similar items in a related industry (insert narrative below);  The contracting officer’s personal knowledge of the item being purchased (insert narrative below);  Comparison to an independent Government estimate (insert narrative below); OR  Any other reasonable basis (insert narrative below) Additional Remarks:  **Part III**  Award Justification: ***(Insert narrative)***  **APPROVALS:**  Acquisition Specialist Date Contracting Officer Date |

**53.9015 Contracting by Negotiation**

**53.9015(a) Price Negotiation Memorandum Checklist Competitive.**

Contracting officers must use format in the following checklist as prescribed in [15.406-3](#P15_406_3).

|  |  |  |  |
| --- | --- | --- | --- |
| **PRICE NEGOTIATION MEMORANDUM CHECKLIST COMPETITIVE** | | | |
| Contents Checklist | Yes | No | N/A |
| “FOR OFFICIAL USE ONLY (FOUO)” at the top and bottom of first and last page, and bottom of each page containing FOUO (DOD Manual 5200.01, Vol 4) |  |  |  |
| **1.** **Subject** |  |  |  |
| a. Contractor name, division or group and location |  |  |  |
| b. Contract or RFP number |  |  |  |
| c. Item or service acquired |  |  |  |
| **2. Introductory summary** |  |  |  |
| a. Contractor and proposal selected for award and date |  |  |  |
| b. Offerors |  |  |  |
| c. Tabular Summary of: proposed price, government estimate, and final proposal revision |  |  |  |
| Major Price Items or CLINS |  |  |  |
| Total |  |  |  |
| Profit/fee % |  |  |  |
| CPAF (base and award fee) ($ and %) |  |  |  |
| Contract type |  |  |  |
| c. Clearance authority |  |  |  |
| (1) Approval authority |  |  |  |
| (2) Approval date, meeting dates, and participants |  |  |  |
| **3. Details** |  |  |  |
| a. Description of item or services |  |  |  |
| b. Explain method used for line item or unit prices |  |  |  |
| c. Personnel: List names, title, organization and telephone number of participants in price analysis and as applicable, cost realism discussions |  |  |  |
| d. Significant dates: |  |  |  |
| (1) Proposal date |  |  |  |
| (2) Discussion (s)/date (s) |  |  |  |
| (3) Final proposal revision date |  |  |  |
| (4) Other significant date (s) (acquisition review board dates, competitive range determination, solicitation amendments, etc.) |  |  |  |
| **4. Acquisition situation** |  |  |  |
| a. Acquisition background |  |  |  |
| b. Discuss period of performance and delivery schedule |  |  |  |
| c. Outside influences or unusual time constraints (i.e., Funding limitations, higher level, Congressional influences) |  |  |  |
| d. Unique features or special pricing provisions (economic price adjustment, incentives, warranties, special progress payments, etc.) |  |  |  |
| **5. Evaluation summary** |  |  |  |
| a. Reasonableness, completeness, cost realism if applicable, and balance |  |  |  |
| (1) Description of price analysis technique (s) used, results, and appropriateness in determining price reasonableness and completeness |  |  |  |
| (a) Description of the basis of any escalation rates used for adjusting historical prices or for forecasting option year prices. See DoD Contract Pricing Reference Guide, Volume 2 Quantitative Techniques, Chapter 1 Using Price Index Numbers for potential sources of information, calculating adjustments, and other relevant topics. . |  |  |  |
| (b) Description of GSA Schedule prices, if any. Contracting officer must check GSA for any relevant price information and document the results |  |  |  |
| (2) Description of the cost realism analysis technique (s) and their result (s) (if performed) |  |  |  |
| (3) Description of assessment of balanced pricing and any associated risks |  |  |  |
| (4) Document decision to conduct discussions and date (s). Document decision to award without discussions. |  |  |  |
| (5) Description and listing of major differences between the proposal and the final proposal revision prices |  |  |  |
| b. Adequate price competition determination description |  |  |  |
| (1) Basis of determination statement of adequate price competition |  |  |  |
| (a) Best value to the Government and the significance of cost or price to all evaluation factors combined; |  |  |  |
| (b) Lowest evaluated price; or |  |  |  |
| (c) Adequate price competition |  |  |  |
| (2) Definitive statement the offered price selected is fair and reasonable based on adequate price competition. |  |  |  |
| **6. Advisory reports and key documents** |  |  |  |
| Listing of Government advisory reports (pricing, technical, should cost, etc. Include title, report number and date.) |  |  |  |
| **7. Signatures** |  |  |  |
| Signature block for contracting officer, and any other signatures required |  |  |  |
| **8. Attachments** |  |  |  |
| Attachments as identified in the document |  |  |  |

**53.9015(b) Price Negotiation Memorandum Checklist Non-Competitive.**

Contracting officers must use format in the following checklist as prescribed in [15.406-3](#P15_406_3).

|  |  |  |  |
| --- | --- | --- | --- |
| **PRICE NEGOTIATION MEMORANDUM CHECKLIST NON-COMPETITIVE** | | | |
| PNM Contents Checklist | PNOM | PNM | N/A |
| “FOR OFFICIAL USE ONLY (FOUO)” at the top and bottom of first and last page, and bottom of each page containing FOUO (DOD Manual 5200.01, Vol 4) |  |  |  |
| **1. Subject** |  |  |  |
| a. Contractor name, division or group and location |  |  |  |
| b. Contract or RFP Number (as applicable include modification number) |  |  |  |
| c. Item or service acquired |  | NA |  |
| d. Delivery and/or Period of Performance |  |  |  |
| **2. Introductory summary** |  |  |  |
| a. Date (s) of Negotiation and Agreement | NA |  |  |
| b. Contract action type (new contract, supplemental agreement, etc.) |  | NA |  |
| c. Tabular summary of cost, FCCOM, profit or fee and price: |  |  |  |
| (1) Proposed and objective positions |  | NA |  |
| (2) Proposed, objective and considered negotiated positions | NA |  |  |
| (3) Separate summaries for options, etc. |  |  |  |
| (4) Fee or profit rate for each position |  |  |  |
| (5) Award fee pool for each position (as applicable) Ceiling price and percentage for each position (as applicable for cost contracts) |  |  |  |
| (6) Contract type for each position (FFP, FP/EPA, CPFF, CPAF, etc.) |  |  |  |
| d. Approval authority |  |  |  |
| (1) Approval authority |  |  |  |
| (2) Approval date, meeting date (s), and participants |  |  |  |
| (3) Limitations and specific approving authority conditions |  |  |  |
| **3. Details** |  |  |  |
| a. Item or service identification: |  |  |  |
| (1) Quantity and type |  |  |  |
| (2) Previous buys for the same or similar items |  |  |  |
| (A) Date (s) of recent buys |  | NA |  |
| (B) Quantity |  | NA |  |
| (C) Contract type |  | NA |  |
| (D) Prior unit or total prices (target and finals if applicable and available: document separately recurring and nonrecurring costs) |  | NA |  |
| (E) Current unit or CLIN prices (may attach) with name of item, NSN, part number, quantities, etc., as applicable (document separately recurring nonrecurring costs) |  | NA |  |
| (F) Summary explanation of significant differences between the instant buy and most recent historical price (s) |  | NA |  |
| (G) Stock Position of Items (include date stock position, current unfilled orders, inventory consumption rate, due-in quantities, etc. Discuss any over or under position) |  | NA |  |
| b. Explain method for line item or unit prices |  |  |  |
| c. Fact-finding and negotiation dates, places, names, titles, and office symbols for the government and the contractor |  |  |  |
| d. Principal government and contractor negotiator identified |  |  |  |
| **4. Acquisition situation** |  |  |  |
| a. Acquisition background (contract type, pricing, etc.) indefinite-delivery contract and why it does or does not apply, surge and sustainment, etc. |  |  |  |
| b. Period of performance and delivery schedule (address resolution of differences between required, proposed and negotiated) |  |  |  |
| c. Outside influences and unusual time constraints |  |  |  |
| d. Government furnished facilities, equipment or other support unique to this acquisition |  |  |  |
| e. Unique features such as should cost, design-to-cost, life cycle cost, special payment procedures, and special provisions (clauses: savings, EPA, progress payments, performance based payments, validation of critical safety item and date , incentives, etc.) |  |  |  |
| **5. Negotiation summary** |  |  |  |
| a. Discussion of contractor price analysis, government price analysis, or no analysis performed |  |  |  |
| (1) Price element summary for proposed, objective, and considered negotiated amount. Discuss the position for proposed, objective and considered negotiated positions by topic. |  |  |  |
| (2) Price reasonableness basis or estimating technique (attach exemption or waiver if used instead of certified cost or pricing data). If using GSA schedule, the contracting officer must include a GSA contract for any relevant price information and document the results |  | NA |  |
| (3) Identify submission of data other than cost or pricing data necessary to determine a reasonable price. Discuss rationale and required updates (attach sales data, catalogues, competitive price list, independent market prices, other data, etc.) |  |  |  |
| (4) Identifies submission of subcontractor cost or pricing data necessary to determine a reasonable price. (Even if HCA waived the submission for prime contractor) |  |  |  |
| (5) Price analysis and objective adjustments resulting from requirement changes |  |  |  |
| (6) Significant differences between objective and negotiated amounts | NA |  |  |
| (7) Use of advisory information and report (s) to support the objective, including significant differences, objective, and final negotiated agreement. |  |  |  |
| b. Discuss analysis and support for proposed, objective and (PNM) negotiated positions |  |  |  |
| c. Identify proposal of record used to baseline the objective. |  | NA |  |
| d. When receiving certified cost and pricing data, a statement of the extent to which the contracting officer relied on contractor provided data except where specifically identified (including agreed to cut-off dates) | NA |  |  |
| e. Actions exceeding TINA threshold, the contracting officer must search the Contract Business Analysis Repository (CBAR) and document the results of CBAR search. |  |  |  |
| f. When performing cost analysis, major cost element summary with subparagraph index for proposed, objective and considered negotiated amounts (including direct and indirect costs for labor, materials,) |  |  |  |
| g. Discussions of cost analysis performed for each major cost element for contractor proposed, government objective and considered negotiated positions in the following areas: |  |  |  |
| (1) Summary breakout of major cost items |  |  |  |
| (A) Labor hours by rate category |  |  |  |
| (B) Identify and discuss indirect rate (s) |  |  |  |
| (C) Materials and other costs by category |  |  |  |
| (D) Subcontractor cost or pricing data |  |  |  |
| 1. Requirement, availability, adequacy of and reliance on subcontractor cost or pricing data |  | NA |  |
| 2. Sole source or competitive |  | NA |  |
| 3. Extent and adequacy of the prime's review |  | NA |  |
| 4. Why the contracting officer did not receive certified cost or pricing data when required (attach waiver or describe exemption) |  | NA |  |
| 5. Why the contracting officer received certified cost or pricing data when not required |  | NA |  |
| (E) Basis or estimating method used |  |  |  |
| (F) Explanation of contractor data not relied on and reason for using other than contractor's data, identify data used to develop the government's position |  |  |  |
| (G) Rationale, sources, and currency of the data used to set the objective (include modification change determined to be noncommercial where originally determined commercial) |  | NA |  |
| (H) Significant differences between the objective and negotiated amounts | NA |  |  |
| (I) Use of advisory reports supporting the objective, including significant differences between them, the objective, and the final negotiated agreement |  |  |  |
| (J) For undefinitized contract actions: actual costs to date, % of completion, trends and, as applicable, the contractor's estimate to complete |  |  |  |
| (2) With incentive arrangements, describe the basis for share ratio (s) and ceiling price (s) |  | NA |  |
| (3) Profit (Fee). Explain how the contracting officer developed the objective |  |  |  |
| (A) If using WGM, state assigned weights and provide reasoning when weights are below or above normal. (DD 1547 Attached to the PNM) |  | NA |  |
| (B) If not using WGM, explain why and how the contracting officer developed the profit objective |  | NA |  |
| (C) List profit or fee rate (s) negotiated. If the contracting officer did not achieve WGM profit objectives during negotiations, explain why and support profit or fee rate negotiated | NA |  |  |
| g. Summarize and include a definitive statement on why the negotiated price is fair and reasonable. (Address the 25% limitation on price increases (DFARS 217.7505) | NA |  |  |
| h. Description of the basis of any escalation rates used for adjusting historical prices and for forecasting option year prices. See DoD Contract Pricing Reference Guide, Volume 2 Quantitative Techniques, Chapter 1 Using Price Index Numbers for potential sources of information, calculating adjustments, and other relevant topics. |  |  |  |
| i. Summarize and include a definitive statement on why the negotiated price is fair and reasonable. (Address the 25% limit on price increases (DFARS 217.7505) |  |  |  |
| **6. Advisory reports and key documents** |  |  |  |
| a. List government advisory reports (audit, pricing, technical, should cost, etc. Include title, report number and date.) |  |  |  |
| (1) Explain use of informal field support instead of formal report (s) |  |  |  |
| (2) Explain basis for any field reports required but not received |  | NA |  |
| b. Give status, explanation, and disposition of deficiencies on the following contractor systems that affect negotiations |  |  |  |
| (1) Accounting system (include adequacy of disclosure statement and compliance with cost accounting standards) |  | NA |  |
| (2) Purchasing system |  | NA |  |
| (3) Compensation system |  | NA |  |
| (4) Estimating system |  | NA |  |
| (5) Any other business systems |  |  |  |
| c. List and identify contractor-provided data other than cost or pricing data and cost or pricing data. Identify certificate of current cost or pricing data, if provided. | NA |  |  |
| **7. Signatures** |  |  |  |
| Include signatures of the author of the PNM, contracting officer and (as applicable) approval authority |  |  |  |
| **8. Attachments** |  |  |  |
| a. DD Form 1547 - Weighted Guidelines |  |  |  |
| b. DD Form 1861 - Facilities Capital Cost of Money (objective only) |  |  |  |
| c. Other attachments identified in the PNM |  |  |  |