



ACQUISITION  
AND SUSTAINMENT

OFFICE OF THE ASSISTANT SECRETARY OF WAR  
3000 DEFENSE PENTAGON  
WASHINGTON, DC 20301-3000

In reply refer to  
DARS Tracking Number: 2026-O0043

MEMORANDUM FOR COMMANDER, UNITED STATES CYBER  
COMMAND (ATTN: ACQUISITION EXECUTIVE)  
COMMANDER, UNITED STATES SPECIAL OPERATIONS  
COMMAND (ATTN: ACQUISITION EXECUTIVE)  
COMMANDER, UNITED STATES TRANSPORTATION  
COMMAND (ATTN: ACQUISITION EXECUTIVE)  
DEPUTY ASSISTANT SECRETARY OF THE ARMY  
(PROCUREMENT)  
DEPUTY ASSISTANT SECRETARY OF THE NAVY  
(PROCUREMENT)  
DEPUTY ASSISTANT SECRETARY OF THE AIR FORCE  
(CONTRACTING)  
DEFENSE AGENCY AND DOD FIELD ACTIVITY DIRECTORS

SUBJECT: Class Deviation—Revolutionary Federal Acquisition Regulation (FAR) Overhaul  
Part 4, Defense FAR Supplement (DFARS) Part 204

Effective February 17, 2026, contracting officers shall use—

- The revised FAR Part 4, Administrative and Information Matters, published on the Revolutionary FAR Overhaul web page at <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-4> in lieu of the text codified at 48 CFR chapter 1 (<https://www.ecfr.gov>).
- The attached DFARS Part 204, Administrative and Information Matters, in lieu of the text codified at 48 CFR chapter 2; and
- The attached DFARS Procedures, Guidance, and Information (PGI) 204, Administrative and Information Matters, in lieu of the PGI text published on the Defense Pricing, Contracting, and Acquisition Policy web page at <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>.

This class deviation implements the following:

- Section 2 of E.O. 14275, Restoring Common Sense to Federal Procurement, which establishes the policy that the FAR “should only contain provisions required by statute or essential to sound procurement, and any FAR provisions that do not advance these objectives should be removed.

- Section 4(a) of E.O. 14265, Modernizing Defense Acquisitions and Spurring Innovation in the Defense Industrial Base which requires the Secretary of War to eliminate or revise any unnecessary supplemental regulations or any other internal guidance, such as relevant parts of the Financial Management Regulation and Defense Federal Acquisition Regulation Supplement.
- The Office of Management and Budget memorandum, M-25-26 issued on May 2, 2025, titled, Overhauling the Federal Acquisition Regulation, which provided additional guidance to federal agencies regarding the FAR overhaul.

This class deviation remains in effect until rescinded or incorporated into the FAR, DFARS, and DFARS PGI. Inquiries regarding this class deviation can be addressed to [osd.pentagon.ousd-a-s.mbx.dfars@mail.mil](mailto:osd.pentagon.ousd-a-s.mbx.dfars@mail.mil).

John M. Tenaglia  
Principal Director,  
Defense Pricing, Contracting, and  
Acquisition Policy

Attachments:  
As stated

## **PART 204—ADMINISTRATIVE AND INFORMATION MATTERS**

### **Subpart 204.2—Solicitation, Evaluation, and Award**

#### **204.201 Unique procurement instrument identifiers.**

(b) See PGI 204.201 for use of unique procurement instrument identifiers.

(c) In addition to the supplementary PIID numbering procedures in FAR 4.201(c), follow the procedures at PGI 204.201(c).

#### **204.201-70 Policy**

See PGI 204.201-70 for Procurement Instrument Identifier (PIID) policy.

#### **204.201-71 Cross reference to Federal Procurement Data System.**

See PGI 204.201-71 for detailed guidance on mapping PIID and supplementary PIID numbers stored in the Electronic Data Access system to data elements reported in the Federal Procurement Data System

#### **204.201-72 Order of application for modifications.**

See PGI 204.201-72 to determine numeric sequence of contract and order modifications.

#### **204.202-70 Uniform use of line items.**

(a) Definitions. As used in this section—

“Accounting classification reference number (ACRN)” means any combination of a two position alpha/numeric code used as a method of relating the accounting classification citation to detailed line item information contained in the schedule.

“Accounting Classification” means the minimum financial data elements that must be exchanged to identify the obligations that have an accounting impact for final posting in the appropriate general ledger. This must not include the purchase request number or commitment identification number.

“Attachment” means any documentation, appended to a contract or incorporated by reference, which does not establish a requirement for deliverables.

“Commitment Identification Number” means a data element used to trace a committed amount to the resulting obligation.

“Definitized item” means an item for which a firm price has been established in the basic contract or by modification.

“Exhibit” means a document, referred to in a contract, which is attached and establishes requirements for deliverables. The term must not be used to refer to any other kind of attachment to a contract. The DD Form 1423, Contract Data Requirements List, is always an exhibit, rather than an attachment.

“Nonseverable deliverable” means a deliverable item that is a single end product or undertaking, entire in nature, that cannot be feasibly subdivided into discrete elements or phases without losing its identity.

(b) Policy.

(1) Deliverables must trace back to a separately identifiable line item, deliverable subline item, or exhibit line item.

(2) If a line item or subline item has subordinate exhibit line items, the line item or subline item must be informational.

(3) Do not use informational line items or informational subline items to separately identify deliverables.

(4) Use exhibits to separately identify data deliverables using a DD Form 1423 or its electronic equivalent.

(5) Contracting officers may use exhibits to group and separately identify deliverables (e.g. initial spare parts for major weapon systems).

(6) Do not use attachments to identify a deliverable requirement, including data deliverables, or otherwise provide information required to be captured as discrete data elements.

(c) Applicability. Use the numbering procedures in this section when separate item numbers are assigned, unless—

(1) The contract is an indefinite-delivery type for petroleum products against which military installations issue delivery orders for products to be consumed by them; or

(2) The contract is a communications service authorization issued by the Defense Information Systems Agency's Defense Information Technology Contracting Organization.

(d) Use of exhibits and attachments. See PGI 204.202.70(e) for guidance on the use of exhibits and attachments.

**204.202-71 Establishing line items, subline, and exhibit line items.**

(a) Line items. When establishing line items, follow the procedures at PGI 204.202-71(a).

(b) Subline items. When establishing subline items, follow the procedures at PGI 204.202-71(b).

(c) Exhibit line items. When establishing exhibit line items, follow the procedures at PGI 204.202-71(c).

**204.202-72 Required data elements.**

(a) See PGI 204.202-72 for guidance on data elements required when numbering line items, exhibits, attachments, and other data requirements.

(b) See PGI 204.202-72(f) for exceptions to data element requirements.

**204.202-73 Modification requirements.**

See PGI 202.202-73 for new line item requirements during modifications.

**204.202-74 Traceability of Appropriations.**

Accounting classification reference numbers (ACRNs) ensure traceability of funds from accounting systems to contract actions. Follow the procedures at PGI 204.202-74 for use of ACRNs.

**204.202-75 Numbering format for line items, subline items, and exhibit line items.**

See PGI 204.202.75 for formatting guidance on line items, subline items, and exhibit line items.

**204.202-76 Payment allocation instructions.**

(a) Contracting officers must not require contractors to invoice for expenses at any level of detail other than by the deliverable line item, or at contract level in the case of progress payments based on costs applicable across multiple line items.

(b) Follow the procedures at PGI 204.202-76 to establish the allocation of payments in contracts.

**204.202-77 Payment instructions.**

Follow the procedures at PGI 204.202-77 for inclusion of payment instructions in contracts.

**204.202-78 Contract clauses.**

(a) -Insert the clause at 252.204-7002, Payment for Line or Subline Items Not Separately Priced, in solicitations and contracts when the price for items not separately priced is included in the price of another line or subline item.

(b) Insert the clause at 252.204-7006, Billing Instructions—Cost Vouchers, in solicitations and contracts when a cost-reimbursement contract, a time-and-materials contract, or a labor-hour contract is contemplated.

**204.203 System for Award Management.**

**204.203-270 Procedures.**

Follow the procedures and guidance at PGI 204.203-270 concerning Commercial and Government Entity (CAGE) codes.

**204.203-271 Maintenance of the CAGE file.**

See PGI 204.203-271 for guidance on CAGE file maintenance.

**204.204 Taxpayer Identification Number Information.**

(a)(2) DoD uses the Federal Procurement Data System (FPDS) to meet these reporting requirements.

**204.204-70 Taxpayer identification information collection.**

The payment office obtains the taxpayer identification number and type of organization from the System for Award Management database. This applies to

contracts that include the provisions at FAR 52.204-7, System for Award Management and FAR 52.204-90 Offeror Identification.

**204.206 Contracting officer's signature.**

A photocopy, facsimile, electronic, mechanically applied, and printed signature, seal, and date are considered an original signature, seal, and date. Follow the procedures at PGI 204.206 for signature of contract documents.

**204.208 Solicitation provisions and contract clauses.**

**204.208-70 Solicitation provisions and contract clauses.**

When using the provision at FAR 52.204-7, System for Award Management—Registration—

(a) Insert the provision with 252.204-7998, Alternate A, Annual Representations and Certifications; and

(b) Do not include the following provisions separately in the solicitation, which are included in DFARS 252.204-7998:

(1) 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation.

(2) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

(3) 252.216-7008, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government—Representation.

(4) 252.225-7000, Buy American—Balance of Payments Program Certificate.

(5) 252.225-7020, Trade Agreements Certificate.

(6) 252.225-7031, Secondary Arab Boycott of Israel.

(7) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate.

(8) 252.225-7042, Authorization to Perform.

(9) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representations.

(10) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism.

(11) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

(12) 252.229-7012, Tax Exemptions (Italy)—Representation.

(13) 252.229-7013, Tax Exemptions (Spain)—Representation.

(14) 252.232-7015, Performance-Based Payments—Representation.

**204.208-71 Additional contract clauses.**

(a) Insert the basic or the alternate of the clause at 252.204-7023, Reporting Requirements for Contracted Services, in solicitations, contracts, agreements, and orders, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that—

(1) Have a total estimated value, including options, that exceeds \$3 million;  
and

(2) Are for services in the following service acquisition portfolio groups:

(i) Logistics management services.

(ii) Equipment-related services.

(iii) Knowledge-based services.

(iv) Electronics and communications services.

(b) Insert the basic clause in solicitations and contracts, except solicitations and resultant awards of indefinite-delivery contracts, and orders placed under non-DoD contracts that meet the criteria in paragraph (a)(1) of this section.

(c) Insert the alternate I clause in solicitations and resultant awards of indefinite-delivery contracts, basic ordering agreements, and blanket purchase agreements, when one or more of the orders under the contract or agreement are expected to meet the criteria in paragraph (a)(1) of this section.

**204.270 Electronic Data Access.**

See PGI 204.270 for information on the policies and procedures for the Electronic Data Access (EDA) system.

**204.271 Contract distribution.**

Contracting officers must distribute one signed copy or reproduction of the signed contract to the contractor, payment office, and all other entities on the contract distribution list. See PGI 204.271 for guidance on the distribution of contracts and modifications.

**SUBPART 204.3—POST-AWARD**

**204.301 Contract Reporting**

In addition to FAR 4.301, see PGI 204.301 for contract reporting policy and follow the procedures at PGI 204.301-71 for reporting data to the Federal Procurement Data System (FPDS).

**204.301-70 General.**

See PGI 204.301-70 for additional information on FPDS and procedures for resolving technical or policy issues relating to FPDS.

**204.301-71 Responsibilities.**

In addition to the requirements at FAR 4.301(f)—

(a) The process for reporting contract actions to FPDS should, where possible, be automated by incorporating it into contract writing systems.

(b) Data in FPDS is stored indefinitely and is electronically retrievable. Therefore, the contracting officer may reference the contract action report (CAR) approval date in the associated Government contract file instead of including a paper copy of the electronically submitted CAR in the file. Such reference satisfies contract file documentation requirements of FAR 4.101.

(c) By December 15th of each year, the chief acquisition officer of each DoD component required to report its contract actions must submit to the Principal Director, Defense Pricing, Contracting, and Acquisition Policy, its annual certification and data validation results for the preceding fiscal year in accordance with the DoD Data Improvement Plan requirements at <https://www.acq.osd.mil/asda/dpc/ce/cap/index.html>. The Principal Director, Defense Pricing, Contracting, and Acquisition Policy, will submit a consolidated DoD annual certification to the Office of Management and Budget by January 5th of each year.

**204.301-72 Reporting data.**

In addition to FAR 4.301, follow the procedures at PGI 204.301-72 for reporting data to FPDS.

**204.303 Service contracts inventory.**

**204.303-70 DoD reporting thresholds.**

(a) *Requirement.* This section prescribes the requirement to report certain contracted services in accordance with 10 U.S.C. 4505.

(b) *Reporting requirements thresholds.* Service contractor reporting of information is required in the System for Award Management (SAM) when a contract or order—

(1) Has a total estimated value, including options, that exceeds \$3 million;  
and

(2) Is for services in the following service acquisition portfolio groups (see PGI 204.303-70(b)(2)) for a list of applicable product and service codes):

- (i) Logistics management services.
- (ii) Equipment-related services.
- (iii) Knowledge-based services.
- (iv) Electronics and communications services.

**204.303-71 Contractor reporting.**

(a) The basic and the alternate of the clause at 252.204-7023, Reporting Requirements for Contracted Services, require contractors to report annually, by October 31, on the services performed under the contract or order, including any first-tier subcontracts, during the preceding Government fiscal year.

(b) For indefinite-delivery contracts, basic ordering agreements, and blanket purchase agreements—

(1) Contractor reporting is required for each order issued under the contract or agreement that meets the requirements of paragraph (b) of this section; and

(2) Service contract reporting is not required for the basic contract or agreement.

#### **204.304 System For Award Management.**

##### **204.304-70 Procedures.**

See PGI 204.304-70 for information on navigation and data entry in the System for Award Management (SAM) database.

(a) On contract award documents, use the contractor's legal or “doing business as” name and physical address information as recorded in the SAM database at the time of award.

(b) When making a determination to exercise an option, or at any other time before issuing a modification other than a unilateral modification making an administrative change, ensure that—

(1) The contractor's record is active in the SAM database; and

(2) The contractor's unique entity identifier (UEI) number, Commercial and Government Entity (CAGE) code, name, and physical address are accurately reflected in the contract document.

(c) At any time, if the UEI number, CAGE code, contractor name, or physical address on a contract no longer matches the information on the contractor's record in the SAM database, the contracting officer must process a novation or change-of-name agreement, or an address change, as appropriate.

(d) See PGI 204.304-70 for additional requirements relating to use of information in the SAM database.

(e) On contractual documents transmitted to the payment office, provide the CAGE code, instead of the UEI, in accordance with agency procedures.

#### **204.308 Contract closeout.**

##### **204.308-170 Procedures for closing out contract files.**

(a) Except as provided in paragraph (c) of this section, contracting officers must close out contracts in accordance with the procedures at PGI 204.308-170. The

closeout date for file purposes must be determined and documented by the procuring contracting officer.

(b) The head of the contracting activity must assign the highest priority to closeout of contracts awarded for performance in a contingency area. Heads of contracting activities must monitor and assess on a regular basis the progress of contingency contract closeout activities and take appropriate steps if a backlog occurs. For guidance on the planning and execution of closing out such contracts, see PGI 207.104-70(b)(2)(vii)(B).

(c)(1) In accordance with section 836 of the National Defense Authorization Act for Fiscal Year 2017 (Pub. L. 114-328), contracting officers may close out contracts or groups of contracts through issuance of one or more modifications to such contracts without completing a reconciliation audit or other corrective action in accordance with FAR 4.308-1(a)(3) through (15), as appropriate, if each contract—

(i)(A) For military construction (as defined at 10 U.S.C. 2801) or shipbuilding, was awarded at least 10 fiscal years before the current fiscal year;

(B) For all other contracts, was awarded at least 7 fiscal years before the current fiscal year;

(ii) The performance or delivery was completed at least 4 years prior to the current fiscal year; and

(iii) Has been determined by a contracting official, at least one level above the contracting officer, to be not otherwise reconcilable, because—

(A) The contract or related payment records have been destroyed or lost; or

(B) Although contract or related payment records are available, the time or effort required to establish the exact amount owed to the U.S. Government or amount owed to the contractor is disproportionate to the amount at issue.

(2) Any contract or group of contracts meeting the requirements of paragraph (c)(1) of this section may be closed out through a negotiated settlement with the contractor. Except as provided in paragraph (3)(ii)(B) of this section, the contract closeout process must include a bilateral modification of the affected contract, including those contracts that are closed out in accordance with a negotiated settlement.

(i) For a contract or groups of contracts, the contracting officer must prepare a negotiation settlement memorandum that describes how the requirements of paragraph (c)(1) of this section have been met.

(ii) For a group of contracts, a bilateral modification of at least one contract must be made to reflect the negotiated settlement for a group of contracts, and unilateral modifications may be made, as appropriate, to other contracts in the group to reflect the negotiated settlement.

(3) For contract closeout actions under paragraph (c) of this section, remaining contract balances—

(i) May be offset with balances in other contract line items within the same contract, regardless of the year or type of appropriation obligated to fund each contract line item and regardless of whether the appropriation obligated to fund such contract line item has closed; and

(ii) May be offset with balances on other contracts, regardless of the year or type of appropriations obligated to fund each contract and regardless of whether such appropriations have closed.

(4) USD(A&S) is authorized to waive any provision of acquisition law or regulation in order to carry out the closeout procedures authorized in paragraph (c)(1) of this section (see procedures at PGI 204.308-170(c)(iv)).

(d) When using the clause at 252.204-7022, Expediting Contract Closeout, to expedite contract closeout, determine the residual dollar amount upon completion of all applicable closeout requirements of FAR 4.308.

**204.308-171 Procedures for closing out contract files—Governmentwide commercial purchase card as the sole payment.**

Follow the procedures at PGI 204.308-171 to close out contract files when the Governmentwide commercial purchase card is the sole method of payment.

**204.308-2 Contract closeout by the office administering the contract.**

See PGI 204.308-2 for information on contract closeout by the office administering the contract.

**204.308-270 Closeout of the contracting office files if another office administers the contract.**

See PGI 204.308-270 when another office, other than the contracting office administers the contract.

**204.308-70 Contract clause.**

Insert the clause at 252.204-7022, Expediting Contract Closeout, in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, when the contracting officer intends to expedite contract closeout through the mutual waiver of entitlement to a residual dollar amount of \$1,000 or less determined at the time of contract closeout.

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

**204.309-70 Handling of contract files.**

Any document posted to the Electronic Data Access (EDA) system is part of the contract file and is accessible by multiple parties, including the contractor. Do not include in EDA contract documents that are classified, too sensitive for widespread distribution (*e.g.*, personally identifiable information and Privacy Act and Health Insurance Portability and Accountability Act), or attachments that cannot be practicably converted to electronic format (*e.g.*, samples, drawings, and models). Inclusion of any document in EDA other than contracts, modifications, and orders is optional.

**SUBPART 204.7—CONTRACTOR RECORDS RETENTION**

**204.705-70 Specific retention periods.**

(a) The sources of the period for which contract files must be retained are General Records Schedule 3 (Procurement, Supply, and Grant Records) and General Records Schedule 6 (Accountable Officers' Accounts Records). Copies of the General Records Schedule may be obtained from the National Archives and Records Administration, Washington, DC 20408.

(b) Deviations from the periods cannot be granted by the Defense Acquisition Regulatory Council. Forward requests for deviations to both the Government Accountability Office and the National Archives and Records Administration.

(c) Hold completed contract files in the office responsible for maintaining them for a period of 12 months after completion. After the initial 12-month period, send the records to the local records holding or staging area until they are eligible for destruction. If no space is available locally, transfer the files to the General Services Administration Federal Records Center that services the area.

(d) Duplicate or working contract files should not contain originals of materials that properly belong in the official files. Destroy working files as soon as practicable once they are no longer needed.

(e) Retain pricing review files, containing documents related to reviews of the contractor's price proposals, subject to certified cost or pricing data (see FAR 15.403-4), for six years. If it is impossible to determine the final payment date in order to measure the six-year period, retain the files for nine years.

**SUBPART 204.71—RESERVED**

**SUBPART 204.72—ANTITERRORISM AWARENESS TRAINING**

**204.7200 Scope of subpart.**

This subpart provides policy and guidance related to antiterrorism awareness training for contractor personnel who require routine physical access to a Federally-controlled facility or military installation.

**204.7201 Definition.**

As used in this subpart—

“Military installation” means a base, camp, post, station, yard, center, or other activity under the jurisdiction of the Secretary of a military department or, in the case of an activity in a foreign country, under the operational control of the Secretary of a military department or the Secretary of Defense (see 10 U.S.C. 2801(c)(4)).

**204.7202 Policy.**

It is DoD policy that—

(a) Contractor personnel who, as a condition of contract performance, require routine physical access to a Federally-controlled facility or military installation are required to complete Level I antiterrorism awareness training within 30 days of requiring access and annually thereafter; and

(b) In accordance with Department of Defense Instruction O-2000.16, Volume 1, DoD Antiterrorism (AT) Program Implementation: DoD AT Standards, Level I antiterrorism awareness training may be completed—

(1) Through a DoD-sponsored and certified computer or web-based distance learning instruction for Level I antiterrorism awareness; or

(2) Under the instruction of a qualified Level I antiterrorism awareness instructor.

**204.7203 Contract clause.**

Insert the clause at 252.204-7004, DoD Antiterrorism Awareness Training for Contractors, in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, when contractor personnel require routine physical access to a Federally-controlled facility or military installation.

**SUBPART 204.73—RESERVED**

**SUBPART 204.74—DISCLOSURE OF INFORMATION TO LITIGATION  
SUPPORT CONTRACTORS**

**204.7400 Scope of subpart.**

This subpart prescribes policies and procedures for the release and safeguarding of information to litigation support contractors. It implements the requirements at 10 U.S.C. 129d.

**204.7401 Definitions.**

As used in this subpart—

“Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

“Litigation information” means any information, including sensitive information, that is furnished to the contractor by or on behalf of the Government, or that is generated or obtained by the contractor in the performance of litigation support under a contract. The term does not include information that is lawfully, publicly available without restriction, including information contained in a publicly available solicitation.

“Litigation support” means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

“Litigation support contractor” means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

“Sensitive information” means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

“Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

#### **204.7402 Policy.**

(a) Any release or disclosure of litigation information that includes sensitive information to a litigation support contractor, and the litigation support contractor's use and handling of such information, must comply with the requirements of 10 U.S.C. 129d.

(b) To the maximum extent practicable, DoD will provide notice to an offeror or contractor submitting, delivering, or otherwise providing information to DoD in connection with an offer or performance of a contract that such information may be released or disclosed to litigation support contractors.

(c) Information that is publicly available without restriction, including publicly available solicitations for litigation support services, will not be protected from disclosure as litigation information.

(d) When sharing sensitive information with a litigation support contractor, contracting officers must ensure that all other applicable requirements for handling and safeguarding the relevant types of sensitive information are included in the contract (*e.g.*, FAR part 40 and subpart 24.1; DFARS part 240 and subpart 224.1).

#### **204.7403 Contract clauses.**

(a) Insert the clause at 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors, in all solicitations and contracts that involve litigation support services, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services.

(b) Insert the clause at 252.204-7015, Notice of Authorized Disclosure of Information for Litigation Support, in solicitations and contracts that involve litigation support services, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services.

### **SUBPART 204.75—RESERVED**

### **SUBPART 204.76—SUPPLIER PERFORMANCE RISK SYSTEM**

#### **204.7600 Scope of subpart.**

This subpart provides policies and procedures for use of the Supplier Performance Risk System (SPRS) risk assessments in the evaluation of a quotation or offer.

**204.7601 Definitions.**

As used in this subpart—

“Item risk” means the probability that a product, based on intended use, will introduce performance risk resulting in safety issues, mission degradation, or monetary loss.

“Price risk” means the measure of whether a proposed price for a product or service is consistent with historical prices paid for that item or service.

“Supplier risk” means the probability that an award may subject the procurement to the risk of unsuccessful performance or to supply chain risk.

**204.7602 Applicability.**

Use of SPRS risk assessments is required for the evaluation of quotations or offers in response to solicitations for supplies and services, including solicitations using FAR part 12 procedures for the acquisition of commercial products and commercial services, excluding solicitations for the procurement of supplies or services exempted by the Department of Defense Instruction (DoDI) 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information. SPRS retrieves item, price, quality, delivery, and contractor information from contracts in Government reporting systems in order to develop risk assessments of contractors. SPRS is available at <https://piee.eb.mil/>, and the SPRS user's guides are available at <https://www.sprs.csd.disa.mil/reference.htm>.

**204.7603 Procedures.**

The contracting officer must consider price risk and supplier risk, if available in SPRS, as a part of the award decision. For procurement of an end product identified by a material identifier that is available as described at PGI 204.7603, the contracting officer must also consider assessments of item risk, if available, as a part of the award decision. Offerors or quoters without a risk assessment in SPRS must not be considered favorably or unfavorably. Contracting officers must use their discretion in considering the information available in SPRS on item risk, price risk, and supplier risk as follows:

(a) Item risk.

(1) Consider item risk to determine whether the procurement of products represents a high performance risk to the Government. If an item has a high risk rating, then the SPRS item risk report will display the reason(s) an item is identified as high risk.

(2) Before issuing a solicitation for the procurement of an end product identified by a material identifier that is available as described at PGI 204.7603, the contracting officer must ensure a SPRS item risk search has been performed and must consider any item risk warnings provided. When evaluating quotations or offers for an end product identified by a material identifier, a SPRS item risk search is required for any end product that did not have an item risk search performed prior to solicitation. If there are item risk warnings, the contracting officer must consider strategies to mitigate risk, such as the following:

(i) Consulting with the program office.

(ii) Including mitigating requirements in the statement of work, as provided by the requiring activity.

(iii) Including FAR and DFARS clauses identified in the SPRS application, as appropriate.

(b) Price risk.

(1) When procuring a service or an end product identified by a material identifier that is available as described at PGI 204.7603, the contracting officer must consider price risk assessment in determining if a proposed price is consistent with historical prices paid for an item or otherwise creates a risk to the Government. Contracting officers must not rely solely on the price risk assessment when determining prices to be fair and reasonable.

(2) The contracting officer must consider strategies to mitigate price risk, such as the following:

(i) Not awarding to offerors or quoters with high risk price ratings unless there is a way to justify the price through additional price or cost analysis.

(ii) Utilizing appropriate price negotiation techniques and procedures.

(iii) Using price reasonableness or price realism techniques at FAR 13.203 or 15.4. See also 215.403-3 when making award decisions.

(c) Supplier risk. The contracting officer must consider supplier risk, to assess the risk of unsuccessful performance and supply chain risk, in award decisions. Supplier risk assessments in SPRS include quality, delivery, and other contractor performance information.

**204.7604 Solicitation provision.**

Except for supplies or services exempted by DoDI 5000.79, insert the provision at 252.204-7024, Notice on the Use of the Supplier Performance Risk System, in solicitations for supplies and services, including solicitations using FAR part 12 procedures for the acquisition of commercial products and commercial services.

**SUBPART 204.77—U.S.–INTERNATIONAL ATOMIC ENERGY AGENCY  
REQUIREMENTS**

**204.770 U.S.–International Atomic Energy Agency Additional Protocol.**

**204.770-1 General.**

Under the U.S.-International Atomic Energy Agency Additional Protocol (U.S.-IAEA AP), the United States is required to declare a wide range of public and private nuclear-related activities to the IAEA and potentially provide access to IAEA inspectors for verification purposes.

**204.770-2 National security exclusion.**

(a) The U.S.-IAEA AP permits the United States unilaterally to declare exclusions from inspection requirements for activities, or locations or information associated with such activities, with direct national security significance.

(b) In order to ensure that all relevant activities are reviewed for direct national security significance, both current and former activities, and associated locations or information, are to be considered for applicability for a national security exclusion.

(c) If a DoD program manager receives notification from a contractor that the contractor is required to report any of its activities in accordance with the U.S.-IAEA AP, the program manager will—

(1) Conduct a security assessment to determine if, and by what means, access may be granted to the IAEA; or

(2) Provide written justification to the component or agency treaty office for application of the national security exclusion at that location to exclude access by the IAEA, in accordance with DoD Instruction 2060.03, Application of the National Security Exclusion to the Agreements Between the United States of America and the International Atomic Energy Agency for the Application of Safeguards in the United States of America.

**204.770-3 Contract clause.**

Insert the clause at 252.204-7010, Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol, in solicitations and contracts for research and development or major defense acquisition programs involving—

(a) Any fissionable materials (e.g., uranium, plutonium, neptunium, thorium, americium);

(b) Other radiological source materials; or

(c) Technologies directly related to nuclear power production, including nuclear or radiological waste materials.

**Part 252—SOLICITATION PROVISIONS AND CONTRACT CLAUSES**

**SUBPART 252.2—TEXT OF PROVISIONS AND CLAUSES**

**252.204-7002 Payment for Contract Line or Subline Items Not Separately Priced.**

As prescribed in 204.202-79(a), Insert the following clause:

Payment for Contract Line or Subline Items Not Separately Priced (APR 2020)

(a) If the schedule in this contract contains any contract line or subline items identified as not separately priced (NSP), it means that the unit price for the NSP line or subline item is included in the unit price of another, related line or subline item.

(b) The Contractor shall not invoice the Government for an item that includes in its price an NSP item until—

(1) The Contractor has also delivered the NSP item included in the price of the item being invoiced; and

(2) The Government has accepted the NSP item.

(c) This clause does not apply to technical data.

(End of clause)

**252.204-7004 Antiterrorism Awareness Training for Contractors.**

As prescribed in 204.7203, insert the following clause:

Antiterrorism Awareness Training for Contractors (JAN 2023)

(a) *Definition.* As used in this clause—

*Military installation* means a base, camp, post, station, yard, center, or other activity under the jurisdiction of the Secretary of a military department or, in the case of an activity in a foreign country, under the operational control of the Secretary of a military department or the Secretary of Defense (see 10 U.S.C. 2801(c)(4)).

(b) *Training.* Contractor personnel who require routine physical access to a Federally-controlled facility or military installation shall complete Level I antiterrorism awareness training within 30 days of requiring access and annually thereafter. In accordance with Department of Defense Instruction O-2000.16 Volume 1, DoD Antiterrorism (AT) Program Implementation: DoD AT Standards, Level I antiterrorism awareness training shall be completed—

(1) Through a DoD-sponsored and certified computer or web-based distance learning instruction for Level I antiterrorism awareness; or

(2) Under the instruction of a Level I antiterrorism awareness instructor.

(c) *Additional information.* Information and guidance pertaining to DoD antiterrorism awareness training is available at <https://jko.jten.mil/> or as otherwise identified in the performance work statement.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts, including subcontracts for commercial products and commercial services, when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation.

(End of clause)

**252.204-7006 Billing Instructions—Cost Vouchers.**

As prescribed in 204.202-79(b), insert the following clause:

Billing Instructions—Cost Vouchers (MAY 2023)

When submitting a request for payment using a cost voucher, the Contractor shall—

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

**252.204-7998 Alternate A, Annual Representations and Certifications.**  
As prescribed in 204.208(b), insert the following provision:

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS  
(DEVIATION 2026-00043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

(e)(1) If the provision at FAR 52.204-7, System for Award Management – Registration, is included in this solicitation, paragraph (g) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management – Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (g) applies.

(ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(f)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)—Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [*Contracting Officer check as appropriate.*]

\_\_\_(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

\_\_\_(ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.

\_\_\_(iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_(iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_(v) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

\_\_\_(vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

\_\_\_(vii) 252.232-7015, Performance-Based Payments—Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.sam.gov> After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes

identified below [*Offeror to insert changes, identifying change by provision number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change
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Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

**252.204-7010 Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol.**

As prescribed in 204.770-3, insert the following clause:

Requirement for Contractor to Notify DoD if the Contractor's Activities Are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol (JAN 2009)

(a) If the Contractor is required to report any of its activities in accordance with Department of Commerce regulations (15 CFR part 781 et seq.) or Nuclear Regulatory Commission regulations (10 CFR part 75) in order to implement the declarations required by the U.S.-International Atomic Energy Agency Additional Protocol (U.S.-IAEA AP), the Contractor shall—

(1) Immediately provide written notification to the following DoD Program Manager:

[Contracting Officer to insert Program Manager's name, mailing address, e-mail address, telephone number, and facsimile number];

(2) Include in the notification—

(i) Where DoD contract activities or information are located relative to the activities or information to be declared to the Department of Commerce or the Nuclear Regulatory Commission; and

(ii) If or when any current or former DoD contract activities and the activities to be declared to the Department of Commerce or the Nuclear Regulatory Commission have been or will be co-located or located near enough to one another to result in disclosure of the DoD activities during an IAEA inspection or visit; and

(3) Provide a copy of the notification to the Contracting Officer.

(b) After receipt of a notification submitted in accordance with paragraph (a) of this clause, the DoD Program Manager will—

(1) Conduct a security assessment to determine if and by what means access may be granted to the IAEA; or

(2) Provide written justification to the component or agency treaty office for a national security exclusion, in accordance with DoD Instruction 2060.03, Application of the National Security Exclusion to the Agreements Between the United States of America and the International Atomic Energy Agency for the Application of Safeguards in the United States of America. DoD will notify the Contractor if a national security exclusion is applied at the Contractor's location to prohibit access by the IAEA.

(c) If the DoD Program Manager determines that a security assessment is required—

(1) DoD will, at a minimum—

(i) Notify the Contractor that DoD officials intend to conduct an assessment of vulnerabilities to IAEA inspections or visits;

(ii) Notify the Contractor of the time at which the assessment will be conducted, at least 30 days prior to the assessment;

(iii) Provide the Contractor with advance notice of the credentials of the DoD officials who will conduct the assessment; and

(iv) To the maximum extent practicable, conduct the assessment in a manner that does not impede or delay operations at the Contractor's facility; and

(2) The Contractor shall provide access to the site and shall cooperate with DoD officials in the assessment of vulnerabilities to IAEA inspections or visits.

(d) Following a security assessment of the Contractor's facility, DoD officials will notify the Contractor as to—

(1) Whether the Contractor's facility has any vulnerabilities where potentially declarable activities under the U.S.-IAEA AP are taking place;

(2) Whether additional security measures are needed; and

(3) Whether DoD will apply a national security exclusion.

(e) If DoD applies a national security exclusion, the Contractor shall not grant access to IAEA inspectors.

(f) If DoD does not apply a national security exclusion, the Contractor shall apply managed access to prevent disclosure of program activities, locations, or information in the U.S. declaration.

(g) The Contractor shall not delay submission of any reports required by the Department of Commerce or the Nuclear Regulatory Commission while awaiting a DoD response to a notification provided in accordance with this clause.

(h) The Contractor shall incorporate the substance of this clause, including this paragraph (h), in all subcontracts that are subject to the provisions of the U.S.-IAEA AP.

(End of clause)

**252.204-7014 Limitations on the Use or Disclosure of Information by  
Litigation Support Contractors.**

As prescribed in 204.7403(a), insert the following clause:

Limitations on the Use or Disclosure of Information by Litigation Support  
Contractors (JAN 2023)

(a) *Definitions.* As used in this clause—

*Computer software* means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

*Litigation information* means any information, including sensitive information, that is furnished to the contractor by or on behalf of the Government, or that is generated or obtained by the contractor in the performance of litigation support under a contract. The term does not include information that is lawfully, publicly available without restriction, including information contained in a publicly available solicitation.

*Litigation support* means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

*Litigation support contractor* means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains this clause.

*Sensitive information* means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

*Technical data* means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) *Limitations on use or disclosure of litigation information.* Notwithstanding any other provision of this contract, the Contractor shall—

(1) Access and use litigation information only for the purpose of providing litigation support under this contract;

(2) Not disclose litigation information to any entity outside the Contractor's organization unless, prior to such disclosure the Contracting Officer has provided written consent to such disclosure;

(3) Take all precautions necessary to prevent unauthorized disclosure of litigation information;

(4) Not use litigation information to compete against a third party for Government or nongovernment contracts; and

(5) Upon completion of the authorized litigation support activities, destroy or return to the Government at the request of the Contracting Officer all litigation information in its possession.

(c) Violation of paragraph (b)(1),(b)(2), (b)(3), (b)(4), or (b)(5) of this clause is a basis for the Government to terminate this contract.

(d) Indemnification and creation of third party beneficiary rights. The Contractor agrees—

(1) To indemnify and hold harmless the Government, its agents, and employees from any claim or liability, including attorneys' fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of any litigation information; and

(2) That any third party holding proprietary rights or any other legally protectable interest in any litigation information, in addition to any other rights it may have, is a third party beneficiary under this contract who shall have a right of direct action against the Contractor, and against any person to whom the Contractor has released or disclosed such litigation information, for any such unauthorized use or disclosure of such information.

(e) *Contractor employees.* The Contractor shall ensure that its employees are subject to use and nondisclosure obligations consistent with this clause prior to the employees being provided access to or use of any litigation information covered by this clause.

(f) *Subcontracts.* Include the substance of this clause, including this paragraph (f), in all subcontracts, including subcontracts for commercial products or commercial services.

(End of clause)

**252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support.**

As prescribed in 204.7403(b), insert the following clause:

Notice of Authorized Disclosure of Information for Litigation Support (JAN 2023)

(a) *Definitions.* As used in this clause—

*Computer software* means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

*Litigation support* means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

*Litigation support contractor* means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

*Sensitive information* means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

*Technical data* means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) *Notice of authorized disclosures* Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received—

- (1) Within or in connection with a quotation or offer; or
- (2) In the performance of or in connection with a contract.

(c) *Subcontracts.* Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial products or commercial services.

(End of clause)

**252.204-7022 Expediting Contract Closeout.**

As prescribed in 204.308-70, insert the following clause:

Expediting Contract Closeout

(a) At the conclusion of all applicable closeout requirements of Federal Acquisition Regulation 4.308, the Government and Contractor shall mutually agree on the residual dollar amount remaining on the contract. Both the Government and Contractor agree to waive payment of any residual dollar amount of \$1,000 or less to which either party may be entitled at the time of contract closeout.

(b) A residual dollar amount includes all money owed to either party at the end of the contract and as a result of the contract, excluding amounts connected in any way with taxation or a violation of law or regulation.

(c) For purposes of determining residual dollar amounts, offsets (e.g., across multiple contracts or orders) may be considered only to the extent permitted by law.

(End of clause)

**252.204-7023 Reporting Requirements for Contracted Services.**

*Basic.* As prescribed in 204.208-71(a)(1) and (2), insert the following clause:

Reporting Requirements for Contracted Services—Basic (Jul 2021)

(a) *Definition.* As used in this clause—

*First-tier subcontract* means a subcontract awarded directly by the contractor for the purpose of acquiring services for performance of a prime contract. It does not include the contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies or services that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report annually, by October 31, at <https://www.sam.gov>, on the services performed under this contract or order, including any first-tier subcontracts, during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information for the contract or order:

(1) The total dollar amount invoiced for services performed during the preceding Government fiscal year under the contract or order.

(2) The number of Contractor direct labor hours, to include first-tier subcontractor direct labor hours, as applicable, expended on the services performed under the contract or order during the previous Government fiscal year.

(d) The Government will review the Contractor's reported information for reasonableness and consistency with available contract information. In the event the Government believes that revisions to the Contractor's reported information are warranted, the Government will notify the Contractor. Upon notification, the Contractor shall revise the reported information or provide the Government with a supporting rationale for the information.

(End of clause)

**Alternate I, Reporting Requirements for Contracted Services**

As prescribed in 204.208-71(a)(3), use the following clause, which substitutes “contract or agreement for each order” in lieu of “contract or order” in paragraph (b) and “order” in lieu of “contract or order” in paragraphs (c) and (c)(1) and (2), and identifies the dollar threshold and service acquisition portfolio groups for which orders under the contract or agreement require service contract reporting.

Reporting Requirements for Contracted Services—Alternate I (Jul 2021)

(a) *Definition.* As used in this clause—

*First-tier subcontract* means a subcontract awarded directly by the contractor for the purpose of acquiring services for performance of a prime contract. It does not include the contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies or services that benefit multiple contracts

and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

(b) The contractor shall report annually, by October 31, at <https://www.sam.gov>, on services performed during the preceding Government fiscal year (October 1-September 30) under this contract or agreement for each order, including any first-tier subcontract, which exceeds \$3 million for services in the following service acquisition portfolio groups:

- (1) Logistics management services.
- (2) Equipment-related services.
- (3) Knowledge-based services.
- (4) Electronics and communications services.

(c) The Contractor shall report the following information for the order:

(1) The total dollar amount invoiced for services performed during the preceding Government fiscal year under the order.

(2) The number of Contractor direct labor hours, to include first-tier subcontractor direct labor hours, as applicable, expended on the services performed under the order during the previous Government fiscal year.

(d) The Government will review the Contractor's reported information for reasonableness and consistency with available contract information. In the event the Government believes that revisions to the Contractor's reported information are warranted, the Government will notify the Contractor. Upon notification, the Contractor shall revise the reported information or provide the Government with a supporting rationale for the information.

(End of clause)

**252.204-7024 Notice on the Use of the Supplier Performance Risk System.**  
As prescribed in 204.7604, insert the following provision:

Notice on the Use of the Supplier Performance Risk System

(a) *Definitions.* As used in this provision—

*Item risk* means the probability that a product, based on intended use, will introduce performance risk resulting in safety issues, mission degradation, or monetary loss.

*Price risk* means a measure of whether a proposed price for a product or service is consistent with historical prices paid for that item or service.

*Supplier risk* means the probability that an award may subject the procurement to the risk of unsuccessful performance or to supply chain risk (see Defense Federal Acquisition Regulation Supplement 240).

(b) The Supplier Performance Risk System (SPRS), available at <https://piee.eb.mil/>, will be used in the evaluation of the Quoter or Offeror's performance. SPRS retrieves item, price, quality, delivery, and contractor information on contracts from Government reporting systems in order to develop risk assessments.

(c) The Contracting Officer will consider SPRS risk assessments during the evaluation of quotations or offers received in response to this solicitation as follows:

(1) Item risk will be considered to determine whether the procurement represents a high performance risk to the Government.

(2) Price risk will be considered in determining if a proposed price is consistent with historical prices paid for a product or a service or otherwise creates a risk to the Government.

(3) Supplier risk, including but not limited to quality and delivery, will be considered to assess the risk of unsuccessful performance and supply chain risk.

(d) SPRS risk assessments are generated daily. Quoters or Offerors are able to access their risk assessments by following the access instructions in the SPRS user's guide available at <https://www.sprs.csd.disa.mil/reference.htm>. Quoters and Offerors are granted access to SPRS for their own risk assessment classifications only. SPRS reporting procedures and risk assessment methodology are detailed in the SPRS user's guide. The method to challenge a rating generated by SPRS is also provided in the user's guide. SPRS evaluation criteria are available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_DataEvaluationCriteria.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf).

(e) The Contracting Officer may consider any other available and relevant information when evaluating a quotation or an offer.

(End of provision)

## **PGI 204—ADMINISTRATIVE AND INFORMATION MATTERS**

### **PGI 204.2—SOLICITATION, EVALUATION, AND AWARD**

#### **PGI 204.201 Unique procurement instrument identifiers.**

(b) DoD-issued PIIDs are thirteen characters in length. Use only alpha-numeric characters, as prescribed in FAR 4.201 and this subpart. Do not use the letter I or O in any part of the PIID.

(1) *Position 9.*

(i) DoD will use three of the letters reserved for departmental or agency use in FAR 4.201(b)(3), Table 4-1 in this position as follows:

(A) Use M to identify purchase orders and task or delivery orders issued by the enterprise FedMall system.

(B) Use S to identify broad agency announcements and commercial solutions openings.

(C) Use T to identify automated requests for quotations by authorized legacy contract writing systems. Legacy contract writing systems authorized to use the letter T in position 9 of the PIID for automated requests for quotation include the following:

(1) Department of Navy's Item Management and Procurement (ITIMP) system.

(2) Defense Logistics Agency's Enterprise Business System (EBS).

(ii) Do not use other letters identified in FAR 4.201(b)(3), Table 4-1 as "Reserved for future Federal Governmentwide use" or "Reserved for departmental or agency use" in position 9 of the PIID.

(iii) Do not use the letter C or H for contracts or agreements with provisions for orders or calls.

(2) *Positions 10 through 17.* In accordance with FAR 4.201(b)(4), DoD-issued PIIDs must only use positions 10 through 13 to complete the PIID. Enter the serial number of the instrument in these positions. A separate series of serial numbers may be used for any type of instrument listed in FAR 4.201(b)(3), Table 4-1. DoD components assign such series of PIID numbers sequentially. A DoD component may reserve blocks of numbers or alpha-numeric numbers for use by its various activities. Use C in position 10 to identify the solicitation as a commercial solutions opening.

(c)(1) *Positions 2 through 6.* In accordance with FAR 4.201(b)(3), DoD-issued supplementary PIIDs must, for positions 2 through 6 of modifications to contracts and agreements, comply with the following:

(i) *Positions 2 and 3.* These two digits may be either alpha or numeric characters, except—

(A) Use K, L, M, N, P, and Q only in position 2, and only if the modification is issued by the Air Force and is a provisioned item order;

(B) Use S only in position 2, and only to identify modifications issued to provide initial or amended shipping instructions when—

(1) The contract has either FOB origin or destination delivery terms; and

(2) The price changes;

(C) Use T, U, V, W, X, or Y only in position 2, and only to identify modifications issued to provide initial or amended shipping instructions when—

(1) The contract has FOB origin delivery terms; and

(2) The price does not change; and

(D) Use Z only in position 2, and only to identify a modification which definitizes a letter contract or a previously issued undefinitized modification.

(2) *Positions 4 through 6.* These positions are always numeric. Use a separate series of serial numbers for each type of modification listed in paragraph (c)(1) of this section.

(3) *Positions 10 through 17.* Positions 10 through 13 of a DoD-issued PIID must not be a sequence of four zeroes (i.e., “0000”).

(4) The following are elements and examples of proper supplementary PIID numbering.

(i) Position 1. Use a “U” in position 1 (e.g., “U00001”) in lieu of an “A” or “P”, as necessary, to process draft modifications through contract writing systems and associated applications. Change the “U” to an “A” or “P” prior to award to comply with FAR and DFARS standards.

(ii) Positions 2 through 6. Examples of proper numbering for positions 2 through 6 are as follows:

Normal modification	Provisioned items order (reserved for exclusive use by the Air Force only)	Shipping Instructions
00001 — 99999	K0001 — K9999	S0001 — S9999
then	KA001 — KZ999	SA001 — SZ999
A0001 — A9999	L0001 — L9999	T0001 — T9999

Normal modification	Provisioned items order (reserved for exclusive use by the Air Force only)	Shipping Instructions
B0001 — B9999	LA001 — LZ999	TA001 — TZ999
and so on to	M0001 — M9999	U0001 — U9999
H0001 — H9999	MA001 — MZ999	UA001 — UZ999
then	N0001 — N9999	V0001 — V9999
J0001 — J9999	NA001 — NZ999	VA001 — VZ999
then	P0001 — P9999	W0001 — W9999
R0001 — R9999	PA001 — PZ999	WA001 — WZ999
then	Q0001 — Q9999	X0001 — X9999
AA001 — HZ999	QA001 — QZ999	XA001 — XZ999
then		
JA001 — JZ999		Y0001 — Y9999
RA001 — RZ999		YA001 — YZ999

(iii) If the contract administration office is changing the contract administration or disbursement office for the first time and is using computer generated modifications to notify many offices, it uses the six position supplementary number ARZ999. If either office has to be changed again during the life of the contract, the supplementary number will be ARZ998, and on down as needed.

**PGI 204.201-70 Policy.**

(a) *Establishment of a Procurement Instrument Identifier (PIID).* Do not reuse a PIID once it has been assigned. Do not assign the same PIID to more than one task or delivery order, even if they are issued under different base contracts or agreements.

(b) *Transition of PIID numbering.* Effective October 1, 2016, all DoD components must comply with the PIID numbering requirements at FAR 4. 201 and this section for all new solicitations, contracts, orders, and agreements issued, and any amendments and modifications to those new actions.

(c) *Change in the PIID after its assignment.* When a PIID is changed after contract award, the new PIID is known as a continued contract.

- (1) A continued contract—

- (i) Does not constitute a new procurement;
  - (ii) Incorporates all prices, terms, and conditions of the predecessor contract effective at the time of issuance of the continued contract;
  - (iii) Operates as a separate contract independent of the predecessor contract once issued; and
  - (iv) Must not be used to evade competition requirements, expand the scope of work, or extend the period of performance beyond that of the predecessor contract.
- (2) When issuing a continued contract, the contracting officer must—
- (i) Issue an administrative modification to the predecessor contract to clearly state that—
    - (A) Any future awards provided for under the terms of the predecessor contract (e.g., issuance of orders or exercise of options) will be accomplished under the continued contract; and
    - (B) Supplies and services already acquired under the predecessor contract must remain solely under that contract for purposes of Government inspection, acceptance, payment, and closeout; and
  - (ii) A continued contract is issued solely for administrative reasons. When issuing a continued contract, the contracting officer must perform the following tasks:
    - (A) Obtain approval at a level above the contracting officer before issuance of the continued contract.
    - (B) Assign a PIID to the continued contract that is different from the PIID assigned to the predecessor contract, using the uniform PIID numbering system prescribed in FAR 4.201(b) and DFARS 204.201. The predecessor contract will retain the PIID originally assigned to it.
    - (C) Find a clear breaking point (e.g., between issuance of orders, exercise of options, or establishment of a new line of accounting) to issue the continued contract.
    - (D) Clearly segregate contractual requirements for purposes of Government inspection, acceptance, payment, and closeout. Supplies already delivered and services already performed under the predecessor contract will remain under the predecessor contract. This will allow the predecessor contract to be closed out when all inspection, acceptance, payment, and other closeout issues associated with supplies delivered and services performed under the predecessor contract are complete.
    - (E) Include in the continued contract all terms and conditions of the predecessor contract that pertain to the supplies and services yet to be delivered or performed. At the time it is issued, the continued contract may not in any way alter the prices or terms and conditions established in the predecessor contract.

(F) Provide advance notice to the contractor before issuance of the continued contract, to include the PIID and the effective date of the continued contract.

(G) Modify the predecessor contract to—

(1) Reflect any necessary administrative changes such as transfer of Government property, and make the Government property accountable under the continued contract;

(2) Clearly state that future performance (e.g., issuance of orders or exercise of options) will be accomplished under the continued contract; and

(3) Specify the administrative reason for issuing the continued contract.

(H) Reference the predecessor contract PIID on the face page of the continued contract to ensure traceability.

(ii) Sample language for the administrative modification to the predecessor contract follows:

This modification is issued for administrative purposes to facilitate continued contract performance due to [state the reason for assigning an additional PIID]. This modification is authorized in accordance with FAR 4.201 and DFARS 204.201.

Supplies and services already acquired under this contract number must remain solely under this contract number for purposes of Government inspection, acceptance, payment, and closeout. All future [delivery orders] [task orders] [options exercised] will be accomplished under continued contract [insert contract number].

**PGI 204.201-71 Cross reference to Federal Procurement Data System.**

The following matrices should be used as a cross reference between the terms used in the FAR, DFARS, and Federal Procurement Data System (FPDS).

See Next Page

<b>STRUCTURE OF REQUIRED IDENTIFIERS</b>				
A - DoD Procurement Instrument Identifier (PIID)	Consists of the concatenation of the following four fields:			
	Enterprise Identifier - DODAAC of contracting office	Fiscal Year in which award is made	Procurement Instrument Type Code	Serialized Identifier
	Six alpha-numeric characters excluding I and O	Two numeric characters	One alpha character excluding I and O	Four alpha-numeric characters excluding I and O. 0000 is not an acceptable value.
B - DoD Order Number (Supplementary PIID)	<p>Four alpha-numeric characters excluding I and O. A and P are prohibited in the first position. 0000 is not an acceptable value.</p> <p><i>(NOTE: Four character supplementary PIID order numbers are only allowed to be issued through FY16. Subsequently, all orders must be in the format shown above in section A of this table. DoD activities are encouraged to transition as soon as possible in FY16 to this new method for numbering orders under DoD contracts and agreements. Transition must be completed no later than October 1, 2016.)</i></p>			
C - DoD Procurement Instrument Modification Identifier (Supplementary PIID)	Six alpha-numeric characters beginning with A or P, excluding I and O. P00000 and A00000 are not acceptable values.			
D - DoD Order Modification Identifier (Supplementary PIID)	<p>Two alpha-numeric characters excluding I and O. 00 is not an acceptable value.</p> <p><i>(NOTE: Two character supplementary PIID modification numbers are only allowed to be issued to DoD orders issued through FY16. Modification to DoD orders issued after the transition to the new method of numbering orders under DoD contracts and agreements must be in the form shown in section C of this table.)</i></p>			
E - Non DoD Procurement	4 to 50 Alpha-numeric characters			

Instrument Number				
<b>ELEMENTS NEEDED TO IDENTIFY A DEPARTMENT OF DEFENSE PROCUREMENT ACTION</b>				
<b>Procurement Instrument Action Type</b>	Required as shown below to uniquely identify the action.			
	<b>Reference Procurement Instrument (Reference Use Only)</b>	<b>Procurement Instrument Identifier (PIID) (Contract Number)</b>	<b>Order Number</b>	<b>Modification Number</b>
BPA or Order under a Schedule or other non-DoD Instrument		E	A	
Order against a BPA under a Schedule (FY16 and later)	E	A	A	
Order against a BPA under a Schedule (Pre-FY16)	E	A	B	
DoD Contract, Purchase Order, BOA, BPA not under a Schedule, or other instrument		A		
Order against a DoD Contract, BOA, BPA not under a Schedule, or other instrument (FY16 and later)		A	A	
Order against a DoD Contract, BOA, BPA not under a Schedule or other instrument (Pre-FY16)		A	B	

Attachment A2  
DARS Tracking Number: O0043  
Revolutionary Federal Acquisition Regulation (FAR) Overhaul Part 4  
Defense FAR Supplement (DFARS) Part 204

Modification to a	E	A		C
Modification to an	E	A	A	C
Modification to an	E	A	B	D
Modification to a		A		C
Modification to an		A	A	C
Modification to an		A	B	D

FPDS Crosswalk	FPDS FIELD NAME			
	REF_IDV	REF_IDV_MODIFI-	PIID	MODIFICATION_NUM
BPA or Order	E	Use 0	A	Use 0
Order against a	A	Use 0	A	Use 0
Order against a BPA under a Schedule	A	Use 0	B*	Use 0

Attachment A2  
DARS Tracking Number: O0043  
Revolutionary Federal Acquisition Regulation (FAR) Overhaul Part 4  
Defense FAR Supplement (DFARS) Part 204

(Pre-FY16)				
DoD Contract,			A	Use 0
Order against a	A	Use 0	A	C
Order against a	A	Use 0	B*	D*
Modification to a			A	C
Modification to an	A	Use 0	A	C
Modification to an	A	Use 0	B*	D*
Modification to a			A	C
Modification to an	A	Use 0	A	C

(FY16 and later)				
Modification to an Order against a DoD Contract, BOA, or BPA not under a Schedule (Pre-FY16)	A	Use 0	B*	D*
* Note that FPDS strips leading zeroes, so that modification 02 to order 0024 is shown as modification 2 to order 24.				

**PGI 204.201-72 Order of application for modifications.**

(a) There may be situations where the numeric order of the modifications to a contract does not reflect the order in which those changes to the contract take effect.

(b) To establish the sequence of modifications to a contract or order, the modifications will be applied in the following order—

(1) Modifications will be applied in order of the effective date on the modification;

(2) In the event of two or more modifications with the same effective date, modifications will be applied in signature date order; and

(3) In the event of two or more modifications with the same effective date and the same signature date, procuring contracting office modifications will be applied in numeric order, followed by contract administration office modifications in numeric order.

**PGI 204.2 - Solicitation, Evaluation, and Award**

**PGI 204.202-70 Uniform use of line items.**

(d) Use of exhibits and attachments.

(1) Exhibits may be used instead of putting a long list of litems or subline items in the contract schedule. Exhibits are particularly useful in buying spare parts.

(2) When using exhibits, establish a line or subline item and refer to the exhibit.

(3) Identify exhibits individually.

(4) Each exhibit must apply to only one line item or subline item.

(5) More than one exhibit may apply to a single line item.

(6) Data items on a DD Form 1423, Contract Data Requirements List, may be either separately priced or not separately priced.

(i) *Separately priced.* When data are separately priced, enter the price in Section B of the contract.

(ii) *Not separately priced.* Include prices in a priced line item or subline item.

(7) The contracting officer may append attachments to exhibits, as long as the attachment does not identify a deliverable requirement that has not been established by a line item or subline item or exhibit line item.

(8) Include exhibit line items and associated information in the electronically distributed contract documents identified in PGI 204.271-2(c)(1)(i) and (2).

(e) Use of exhibits and attachments.

(1) Exhibits may be used instead of putting a long list of items or subline items in the contract schedule. Exhibits are particularly useful in buying spare parts.

(2) When using exhibits, establish a line or subline item and refer to the exhibit.

(3) Identify exhibits individually.

4d) Each exhibit must apply to only one line item or subline item.

(5) More than one exhibit may apply to a single line item.

(6) Data items on a DD Form 1423, Contract Data Requirements List, may be either separately priced or not separately priced.

(i) *Separately priced.* When data are separately priced, enter the price in Section B of the contract.

(ii) *Not separately priced.* Include prices in a priced line item or subline item.

(7) The contracting officer may append attachments to exhibits, as long as the attachment does not identify a deliverable requirement that has not been established by a line item or subline item or exhibit line item.

(8) Include exhibit line items and associated information in the electronically distributed contract documents identified in PGI 204.201(c)(1)(i) and (2).

**PGI 204.202-71 Establishing line items, subline items, and exhibit line items.**

(a) Line Items.

(1) When structuring line items, consider the following:

(i) The effect of the chosen units of measure on administration and payment, especially on fixed-price contracts.

(ii) The need for periodic deliveries and payments when selecting a unit of measure as it may impact the contractor's cashflow during contract performance.

(iii) The impact of any financing arrangements under FAR part 32 and whether there is a need to consider cashflow for progress payments.

(2) Minimum requirements.

(i) Supply line items:

(A) Contracting officers must match the quantity to the actual number of the supplies to be provided. If more than one delivery is expected, the quantity cannot be "1".

(B) Describe the item or supply being procured in sufficient specificity and detail to be identified by a third party in order to—

(1) Submit a bid, quote, or offer;

(2) Receive the item or supply;

(3) Inspect the item or supply;

(4) Pay for it; and

(5) Inventory if applicable

(C) Use manufacturer part numbers or similar identifiers when available.

(i) Service line items:

(A) Contracting officers must match the quantities with the frequency with which performance will be reviewed, and on fixed-price line items, payment made. If the quantity used is 1, then the contract only allows for 1 payment, 1 time, for that 1 delivery when performance is completed. In contrast, if performance will be reviewed, accepted, and paid on a monthly basis, the quantity should reflect the number of months in the period of performance. For example, a 12-month effort should reflect a quantity of 12, a unit of measure of months or lots and the amount which will be paid each month.

(B) Describe the services being procured and accepted in a manner that traces the requirements of the performance work statement (PWS), statement of work (SOW), or statement of objectives (SOO) to the line item structure so that a third party can—

(1) Submit a bid, quote or offer;

- (2) Observe and inspect performance;
- (3) Accept performance; and
- (4) Pay for the services

(3) Add any performance incentives or award fees to the same deliverable line item on which the performance occurs.

(4) Single accounting classification citation. Establish informational subline items for each accounting classification citation when the use of multiple accounting classification citations is necessary for a single deliverable.

(5) The line item number must be the same as the solicitation line item number unless there is a valid reason for using different numbers.

(b) Subline items.

(1) *Deliverable subline items.* Subline items will be used instead of line items to facilitate payment, delivery tracking, contract funds accounting, or other management purposes. Such subline items must be used when items bought under one line item number—

(i) Are to be paid for from more than one accounting classification. A subline item must be established for the quantity associated with the single accounting classification citation. Establish a line item rather than a subline item if it is likely that a subline item may be assigned additional accounting classification citations at a later date. Identify the funding as required at PGI 204.202-71(a)(4);

(ii) Are to be packaged in different sizes, each represented by its own NSN;

(iii) Have collateral costs, such as packaging costs, but those costs are not a part of the unit price of the line item;

(iv) Have different delivery dates or destinations or requisitions, or a combination of the three; or

(v) Identify parts of an assembly or kit which—

(A) Have to be separately identified at the time of shipment or performance; and

(B) Are separately priced.

(2) Informational subline items.

(i) Informational subline items must be used to identify each accounting classification citation assigned to a single line item number when use of multiple citations is authorized (see PGI 204.202-71(a)(4)).

(ii) Contracting officers must not provide pricing arrangement, delivery, inspection, or acceptance information on informational subline items.

(c) Exhibit line items.

(1) A line item or subline item may refer to an exhibit or multiple exhibits. However, each exhibit may only be associated with one line item or subline item. An exhibit may contain one or more exhibit line items.

(2) Exhibit line items are separately identifiable and require the elements at FAR 4.202-4.

(3) All line items sharing the same exhibit must be the same contract type.

**PGI 204.202-72 Required data elements.**

(a)(1) *Line items.* Line items must consist of four numeric digits from 0001 to 9999.

(2) *Subline items.*

(i) Subline items must consist of a “line item base” (four numeric digits derived from the separately identifiable or informational line item associated with one or more subline items) concatenated with an “extension” of either two numeric or two alpha characters, depending on the type of subline item.

(ii) *Types of subline items.*

(A) *Deliverable subline items.* The line item extension for deliverable subline items must only consist of two alpha characters from AA through ZZ. Use alpha characters for deliverable subline items, running AA through ZZ. For example, where line item 0005 is associated with three deliverable subline items, line item base 0005 would be concatenated with extensions AA, AB, and AC to form deliverable subline items 0005AA, 0005AB, and 0005AC.

(B) *Informational subline items.* The line item extension for informational subline items must only consist of two numeric characters from 01 through 99. For example, where line item 0001 has two informational subline items, line item base 0001 would be concatenated with extensions 01 and 02 to form info subline items 000101 and 000102.

(3) *Exhibit line items.* Exhibit line items must be associated with informational line items or subline items using an exhibit identifier. Exhibit line items must consist of the exhibit identifier concatenated with a serial extension. For example, where informational line item 0004 is associated with Exhibit C, associated ELINs would be C001, C002, C003, etc. Where exhibit Identifiers consist of two alpha characters, excluding I and O, the serial number following the exhibit identifier in an exhibit line item number would be two digits. For example, given Exhibit GG, exhibit line items could include GG01, GG02, GG03, GG04, etc. Serial numbers need not be consecutive, but they must be unique.

(b) *Line item descriptions.* Two types of descriptions may exist: a short description, sometimes referred to as a “noun”, and a long description. Short descriptions should concisely describe a deliverable or label a line item or subline item as informational.

Contracting officers must take great care to not use vague descriptions or descriptions that provide redundant information otherwise captured in data elements such as the period of the effort, such as supplies, products, spares, option line, FY 20XX requirement. While contracting officers may use “miscellaneous text” to further describe deliverables, overuse is highly discouraged. Styling text with bold, underline, strikethrough, etc., is also highly discouraged. Contracting officers should not use tables within text fields, despite several contract writing systems making them available for use.

(c)(1) Use of *PSCs*. The list of active *PSCs* is available in the *PSC Manual* at [https://www.acquisition.gov/PSC\\_Manual](https://www.acquisition.gov/PSC_Manual). Contracting officers must ensure *PSCs* are current at the time a line item, subline item, or exhibit line item is established; however, unless otherwise required by statute, regulation, policy, or the contract, contracting officers are not required to change a *PSC* on an existing line item if the *PSC* is deactivated or modified.

(2) The list of allowable units of measure is on the Defense Pricing, Contracting, and Acquisition Policy website at [https://www.acq.osd.mil/asda/dpc/ce/ds/docs/pds/Line\\_Item\\_UoM\\_List.xlsx](https://www.acq.osd.mil/asda/dpc/ce/ds/docs/pds/Line_Item_UoM_List.xlsx).

(3) Delivery and acceptance locations must be defined using Activity Address Codes published in (1) DoD Activity Address Directory (DODAAD), DoD 4000.25-6-M, or (2) Military Assistance Program Address Directory System (MAPAD), DoD 4000.25-8-M and available for verification at <https://www.daas.dla.mil/daasinq/default.asp>.

(4) Assign acceptance or approval responsibility using an Activity Address Code. Do not assign acceptance responsibility to an Activity Address code that does not have acceptors assigned in WAWF, unless one of the exceptions to WAWF at section 232.7002 applies. Available roles for an Activity Address Code can be verified at the Active DoDAACs & Roles link on the WAWF homepage at <https://piee.eb.mil/xhtml/unauth/home/login.xhtml>.

(5) Use an Accounting Classification Reference Number (ACRN) to associate an accounting classification citation with a line item, subline item, or exhibit line item. (See PGI 204.202-75).

(6) Contracts for foreign military sales (FMS) must provide traceability for each Defense Security Cooperation Agency FMS case identifier to a deliverable.

(d) Define delivery locations using Activity Address Codes located at <https://home.daas.dla.mil/DAASINQ/default.asp> and in accordance with—

(1) DoD Activity Address Directory (DODAAD), DoD Defense Logistics Manual (DLM) 4000.25, Volume 6, Chapter 2; or

(2) Military Assistance Program Address Directory System (MAPAD), DoD DLM 4000.25, Volume 6, Chapter 3.

(e) The following examples illustrate when the requirements at paragraph (a) apply—

(1) *Separately identifiable subline items.* The rule applies to subline items 0001AA and 0001AB. It does not apply to the line item 0001, because it does not have a deliverable.

ITEM NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Widgets				
0001AA	Red painted widgets	6	EA	\$10.00	\$60.00
0001AB	Unpainted widgets	6	EA	\$9.50	\$57.00

(2) *Informational subline items.* The rule applies to line item 0001. It does not apply to subline items 000101, 000102, and 000103 because they do not have deliverables.

ITEM NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Widget implementation Joint Service Study	1	LOT	\$60,000	\$60,000
000101	Army funding (AA: \$20,000)				
000102	Navy funding (AB: \$20,000)				
000103	Air Force funding (AC: \$20,000)				

(3) *Line item with no subline items.* The rule applies.

ITEM NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Red painted widgets	6	EA	\$10.00	\$60.00

(4) *Line item is parent to an exhibit.* The rule applies to the exhibit lines.

ITEM NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	See exhibit A (\$117.00)				
A001	Red painted widgets	6	EA	\$10.00	\$60.00
A002	Unpainted widgets	6	EA	\$9.50	\$57.00

(5) *Line is parent to a subline item which refers to an exhibit.* The rule applies to the exhibit lines.

ITEM NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Widget program				
0001AA	Design and develop widgets	1	LOT	\$500.00	\$500.00
0001AB	See exhibit A				

	(\$117.00)				
A001	Red painted widgets	6	EA	\$10.00	\$60.00
A002	Unpainted widgets	6	EA	\$9.50	\$57.00

(f) Exceptions to required data elements .

(1) Line items that are not priced separately are labelled “Not Separately Priced or NSP as an entry for price or amount if the price is included in another subline item or a different line item. Include the line item or subline item that includes the price in the description block.

(2) This requirement does not apply if the subline item or line item was created to refer to an exhibit. If management needs dictate that a unit price be entered, the price must be included in the item description block of the schedule and enclosed in parentheses.

(3) When a subline item has deliverable separately priced exhibit line items, the delivery schedule, destination, period of performance, or place of performance should be identified at the exhibit line level, rather than the subline item level.

**PGI 204.202-73 Modification requirements.**

Create a new line item, subline item, or exhibit line item if a change results in—

- (a) A material change in price; or
- (b) A technical change which results in—
  - (1) A materially different item than the original item, or
  - (2) A variation in performance, outcomes, or deliverables.

**PGI 204.202-74 Traceability of Appropriations**

(a) Scope. This PGI section provides the policies and procedures for associating line item numbers to funding appropriations.

(b) Requirements for traceability from the purchase request. Every purchase request must be recorded on the resulting contract action to establish unique traceability to requirements and funding (see DFARS 204.202-74).

(1) Purchase request numbers and purchase request line item numbers must be identified in the contract.

(2) All purchase request numbers and purchase request line item numbers must be included on the corresponding contract line or subline items in section B of the Schedule, or its equivalent.

(3) If only one purchase request applies to the contract action, that purchase request number may be shown on the contract form in the appropriate field (e.g. block 4 of SF 26 or block 1 of the SF 1449).

(4) If more than one purchase request is on a contract award, the purchase request number field in Section A or its equivalent section of the contract must read "See Schedule".

(5) If the purchase request includes a Commitment Identification Number (CIN) field to provide traceability in addition to the purchase request line item number, ensure each CIN is placed on the corresponding line item number on the contract.

(6) If the purchase request originates from a requisition (e.g. MILSTRIP or FEDSTRIP) or a Military Interdepartmental Purchase Request (DD 448), include the document identifier and the purchase request information in (a), if applicable, on each line item on the contract.

(7) If a contract action was not initiated via a purchase request (e.g. issuance of a Basic Ordering Agreement or a modification that does not obligate funds) then the purchase request information in (a) may be blank.

(c) Procedures.

(1) Establishing the contract ACRN.

(i) The contracting office issuing the contract or order is responsible for assigning ACRNs.

(ii) Do not assign–

(A) An ACRN to more than one accounting classification citation; or,

(B) More than one ACRN to one accounting classification citation.

(2) The contract must include the accounting classification citation and ACRN as follows:

(i) In the accounting and appropriations data block in section A or its equivalent section of the contract if space allows or in section G, Contract Administration Data (or its equivalent)–

(A) The ACRN must be shown as a detached prefix to the accounting classification citation,

(B) Unless the accounting classification citation is only present for the transportation officer to cite on Government bills of lading.

(ii) ACRNs must be shown in the supplies/services column near the item description in Section B or equivalent (see PGI 204.202-75).

**PGI 204.202-75 Numbering format for line items, subline items, and exhibit line items.**

- (a)(1) *Line item numbering.* Do not use the letters I or O.
- (2) Do not use lowercase alpha characters
  - (3) Do not use special characters (e.g. \$, &) or spaces
  - (4) Do not re-purpose a number that has been deleted, terminated, canceled, or otherwise removed from the contract.
  - (5) Numbers must be sequential but do not need to be consecutive.
- (b) *Subline item numbering.* Number subline items by adding either two numeric characters or two alpha characters to the basic line item number.
- (1) *Information subline item numbers.* Use numeric characters only for information subline items, running 01 through 99. Do not use spaces or special characters to separate the subline item number from the line item number that is its root. For example, if the line item number is 0001, the first three subline items would be 000101, 000102, and 000103. Do not use a designation more than once within a line item.
  - (2) *Separately identified subline items.* Use alpha characters only for separately identified subline items, running AA through ZZ. Do not use spaces or special characters to separate the subline item number from the line item number that is its root. For example, if the line item number is 0001, the first three subline items would be 0001AA, 0001AB, and 0001AC.
    - (i) Do not use the letters I or O as alpha characters.
    - (ii) Use all 24 available alpha characters in the second position before selecting a different alpha character for the first position. For example, AA, AB, AC, through AZ before beginning BA, BB, and BC.
- (c) Within a given line item, the subline item numbers must be sequential but need not be consecutive.
- (d) If exhibits are used, create a contract subline item citing the exhibit's identifier. See PGI 204.202-72.
- (e) If a line item involves ancillary functions, like packaging and handling, transportation, payment of state or local taxes, or use of reusable containers, and these functions are normally performed by the contractor and the contractor is normally entitled to reimbursement for performing these functions, do not establish a separate subline item solely to account for these functions. However, do identify the functions in the contract schedule. If an offeror separately prices these functions, the contracting officer may establish separate subline items for the functions; however, the separate subline items must conform to the requirements of DFARS 204.202-4.

(f) The following examples illustrate subline items numbering—

(1) Subline items structured to identify destinations for identical items, identically priced (delivery schedule must be established for each subline item, not the line item).

ITEM NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN 1615-00-591-6620 Shim, Aluminum Alloy,... Appl, Rotor, Helicopter PRON A1-9-63821-M1- M1 ACRN:AA				
0001AA	A3168R-9030-4025 A2537M IPD: 2 RDD: 334 PROJ: 501	10	EA	\$100.00	\$1,000.00
0001AB	A3168R-9030-4026 A51AXB M IPD: 2 RDD: 325 PROJ: 502	10	EA	\$100.00	\$1,000.00
0001AC	A3168R-9030-4027 A67KBCM IPD: 2 RDD: 349 PROJ: 503	15	EA	\$100.00	\$1,500.00

(2) Subline items structured to identify destinations for identical items, not identically priced (delivery schedule must be established for each subline item, not the line item).

ITEM NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN 1615-00-591-6620 Shim, Aluminum Alloy,... Appl, Rotor, Helicopter PRON A1-9-63821-M1- M1 ACRN:AA				
0001AA	A3168R-9030-4025 A2537M IPD: 2 RDD: 334 PROJ: 501	10	EA	\$100.00	\$1,000.00
0001AB	A3168R-9030-4026 A51AXB M IPD: 2 RDD: 325 PROJ: 502	20	EA	\$99.00	\$1,980.00
0001AC	A3168R-9030-4027 A67KBCM IPD: 2 RDD: 349 PROJ: 503	30	EA	\$98.00	\$2,940.00

NOTE: Difference in prices for identical items is due to separate destinations for FOB destination delivery.

(3) Subline items structured to identify different sizes of an item that are not identically priced (delivery schedule must be established for each subline item, not the line item).

ITEM NO.	SUPPLIES/ SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Body Armor Ground Troops Variable Type Small Arms, Fragmentation Protective Nylon Felt Vest, Front and Back Plates, Ceramic Plate, Type I				
0002AA	First Article	1	LO	NSP	
0002AB	8470-00-141-0935 Medium	1936	SE	\$331.77	\$642,306.72
0002AC	8470-00-141-0936 Regular	625	SE	\$355.77	\$222,356.25
0002AD	8470-00-141-0937, Regular	1237	SE	\$346.77	\$428,954.49
0002AE	8470-00-141-0938, Medium Long	804	SE	\$365.77	\$294,079.08

(4) Subline items structured to provide the capability for relating subordinate separately priced packaging costs to the overall line item. (Separate delivery schedules must be established for the subline item identifying the contractor's product and for the subline item identifying packaging. No schedule will be established for the line item.)

ITEM NO.	SUPPLIES/ SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	6105-00-635-6568 50380 Ref No 63504-WZ Armature Motor ACRN: AA				
0001AA	6105-00-635-6568 50380 Ref No 63504-WZ Armature Motor ACRN: AA	2	EA	\$2,895.87	\$5,791.74
0001AB	Packaging ACRN:AA	2	EA	\$289.58	\$579.16

(5) Subline items structured to identify different accounting classifications for identical items (delivery schedule must be established for each subline item, not the line item).

AJ: 17X150518350315069100000192B00000000000000000000  
AK: 17X150518370317569100000192B00000000000000000000  
AL: 17X150519350314369100000192B00000000000000000000

Attachment A2  
DARS Tracking Number: O0043  
Revolutionary Federal Acquisition Regulation (FAR) Overhaul Part 4  
Defense FAR Supplement (DFARS) Part 204

ITEM NO.	SUPPLIES/ SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Pulse Decoder KY-312/A5Q-19		EA	\$3,037.40	
0002AA	Pulse Decoder KY-312/A5Q-19	2			\$6,074.80
0002AB	ACRN: AJ Pulse Decoder KY-312/A5Q-19	6			\$18,224.40
0002AC	ACRN: AK Pulse Decoder KY-312/A5Q-19	2			\$6,074.80
	ACRN: AL				

NOTE: Unit price may be shown at line item level and total amounts shown at subline item level.

(6) Informational subline items established to identify multiple accounting classification citations assigned to a single line item.

ITEM NO.	SUPPLIES/ SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Air Vehicle 000101 ACRN:AA \$3,300,000 000102 ACRN:AB \$2,000,000 000103 ACRN:AC \$1,400,000	1	EA	\$6,700,000	\$6,700,000

(7) Subline items structured to identify parts of an assembly (delivery schedule and price must be established for each identified part at the subline item level, not for the assembly at the line item level).

ITEM NO.	SUPPLIES/ SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Automatic Degaussing System Consisting of: (2 ea @ \$52,061; \$104,122 total)				
0003AA	Switchboard	2	EA	\$52,061.00	\$104,122.00
0003AB	Remote Control Panel	2	EA	NSP	
0003AC	Power Supply (M Coil) SSM Type 145 Amps, 220 V DC)	2	EA	NSP	
*	*			*	*
0003AF	Power Supply (A Coil) SSM Type (118 Amps, 220 V DC)	2	EA	NSP	

(8) Subline items structured to identify parts of a kit (delivery schedule and price must be established for each identified part at the subline item level, not for the kit at the line item level).

ITEM NO.	SUPPLIES/ SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	Conversion Kit to Convert Torpedo MK 45 Mod 0 to Torpedo MK 45 Mod 1 (50 Kt @ \$10,868.52; \$543,426 total)				
0031AA	Integrator Assy LD 620106	50	EA	\$10,868.52	\$543,426.00
0031AB	Pulse Generator Assy LD 587569	50	EA	NSP	
0031AC	Drive Shaft Assy LD 587559	50	EA	NSP	
*	* * *			*	
0031BF	Actual Panel Assy LD 542924	50	EA	NSP	

NOTE: In this example, the prices of subline items 0031AB through 0031BF are included in the Integrator Assembly.

(g) *Numbering exhibits and attachments.*

(1) Use alpha characters to identify exhibits. The alpha characters must be either single or double capital letters. Do not use the letters I or O.

(2) Once an identifier has been assigned to an exhibit, do not use it on another exhibit in the same contract.

(3) The identifier must always appear in the first or first and second positions of all applicable exhibit line item numbers.

(4) If the exhibit has more than one page, cite the procurement instrument identification number, exhibit identifier, and applicable line or subline item number on each page.

(5) Use numbers to identify attachments.

**PGI 204.202-76 Payment allocation instructions**

When multiple accounting citations are present, the payment office must allocate and record the amounts paid to the accounting classification citations in the contract using the table below based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort.

**PGI 204.202-77 Payment instructions.**

(a) Use payment instructions in contracts and orders that are funded by multiple accounting classification reference number (ACRN) citations and—

(1) Include deliverable line items or deliverable subline items (see FAR 4.202) that are funded by multiple ACRNs; or

(2) Authorize financing payments.

(b) Insert the table at paragraph (c) of this section in Section G of the contract, or equivalent. When some, but not all, of the fixed-price line items in a contract are subject to contract financing payments, the contracting officer must clearly identify to which line items the payment clause(s) included in Section I of the contract apply.

(c) The payment office must allocate and record the amounts paid from the ACRNs in the contract using table 204-1 based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort identified by the Product Service Code for each deliverable line item or subline item (see FAR 4.202-4).

See Next Page

**Table 204-1**

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions— Commercial Products and Commercial Services; 52.216-7, Allowable Cost and Payment; 52.232-7, Payments Under Time-and- Materials and Labor- Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the line item billed.
52.232-1, Payments, 252.217-7007, Payments (vessel repair and alterations)	Navy Shipbuilding Invoice (Fixed Price)	X	X	N/A	Line item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds first. In the event of a deliverable line or deliverable subline item with two or more ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments Under Fixed-Price Research and Development Contracts; 52.232-3, Payments Under Personal Services Contracts; 52.232-4, Payments Under Transportation Contracts and Transportation- Related Services Contracts; and	Invoice	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line item or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.

Attachment A2  
DARS Tracking Number: O0043  
Revolutionary Federal Acquisition Regulation (FAR) Overhaul Part 4  
Defense FAR Supplement (DFARS) Part 204

52.232-6, Payments Under Communication Service Contracts With Common Carriers					
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction and Facilities Management Invoice	N/A	N/A	X	Line item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds first. In the event of a deliverable line or deliverable subline item with two or more ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments (excluding contracts with multiple lot progress payments)	Progress Payment*	X	X	N/A	Contract-wide proration. Funds must be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress payments are considered contract level financing, and the "contract price" must reflect the fixed-price portion of the contract per FAR 32.501-3.
52.232-16, Progress Payments; 252.232-7018, Progress Payments—Multiple Lots	Progress Payment*	X	X	N/A	Lot-wide proration (applies to lots specifically identified in the contract). If there is more than one ACRN within a lot, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the lot for which payment is requested.  See paragraph (c) of this section for multiple lot CLIN structure.

Attachment A2  
DARS Tracking Number: O0043  
Revolutionary Federal Acquisition Regulation (FAR) Overhaul Part 4  
Defense FAR Supplement (DFARS) Part 204

52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services; 52.232-30, Installment Payments for Commercial Products and Commercial Services	Commercial Product and Commercial Service Financing*	X	X	N/A	Specified in approved payment. The contracting officer must specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer must specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the administrative contracting officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial product and commercial service financing).					

(c) The following example illustrates a contract with multiple lots. Note that each lot is specifically identified in Section B of the Schedule in the event lot-wide proration will be used in accordance with DFARS 252.232-7018, Progress Payments-Multiple Lots. Note also that cost-reimbursement line items are not included in the request for progress payment.

Section B – Supplies or services and prices/costs.

ITEM NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Lot 1 (FYXX)</u>				
0001	Lot 1 ABC Vehicle (FFP)				
0001AA	Lot 1 ABC Vehicles, Army (Procurement)	19	EA	\$300,000	\$5,700,000
0001AB	Lot 1 ABC Vehicles, Marine Corps (Procurement)	11	EA	\$300,000	\$3,300,000
0002	Data for Item 0001				NSP

Attachment A2  
DARS Tracking Number: O0043  
Revolutionary Federal Acquisition Regulation (FAR) Overhaul Part 4  
Defense FAR Supplement (DFARS) Part 204

ITEM NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Lot 1 Initial Spares (FFP)				
0003AA	Lot 1 ABC Vehicle Initial Spares Army (See Exhibit C, \$456,000) (Procurement)				
0003AB	Lot 1 ABC Vehicle Initial Spares Marine Corps (See Exhibit D, \$264,000) (Procurement)				
0004	Lot 1 System Engineering and Program Management (CPFF)	1	Lot		Est. Cost: \$167,400  Fixed Fee: \$12,600
	OPTION ITEMS				
	<u>Lot 2 (FYXY)</u>				
1001	Lot 2 ABC Vehicles (FFP)				
1001AA	Lot 2 ABC Vehicles, Army (Procurement)	25	EA	\$303,000	\$7,575,000
1001AB	Lot 2 ABC Vehicles, Marine Corps (Procurement)	15	EA	\$307,500	\$4,545,000
1002	Data for Item 1001				NSP
1003	Lot 2 Initial Spares (FFP)				
1003AA	Lot 2 ABC Vehicle Initial Spares Army (See Exhibit E, \$606,000) (Procurement)				
1003AB	Lot 2 ABC Vehicle Initial Spares Marine Corps (See Exhibit F, \$363,600) (Procurement)				

ITEM NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Lot 2 System Engineering and Program Management (CPFF)	1	Lot		Est. Cost: \$225,432  Fixed Fee: \$16,968

**PGI 204.203 System for Award Management.**

**PGI 204.203-270 Procedures.**

(a) Assist offerors in obtaining the required Commercial and Government Entity (CAGE) codes. Note that if an offeror’s facility requires security clearance in accordance with a potential contract, the offeror is required to have a CAGE code assigned to that facility. If the facility is a location other than the offeror’s office submitting the proposal, that facility is not required to be separately registered in the System for Award Management (SAM) in order to have a CAGE code assigned. Offerors may be directed to the DLA CAGE Branch (see PGI 204.203-271 for contact information);

(b) Do not deny a potential offeror a solicitation package because the offeror does not have a CAGE code, unique entity identifier, or TIN;

(c) Do not require a contractor to register sections or locations of their organization in SAM for reasons not already required by clauses present in their contracts in order to obtain a CAGE code; and

(d) Do not require a contractor to obtain new CAGE codes or change CAGE code records assigned to their locations solely for Government administration purposes (such as a result of a Government reorganization, change in Government contracting officer or office) or for distinction in Government systems beyond physical address and Electronic Funds Transfer (EFT) data.

**PGI 204.203-271 Maintenance of the CAGE file.**

The following information and procedures are provided to assist contracting officers.

(a) *Assignment of CAGE codes for entities located in the United States or its outlying areas.*

(1) CAGE codes are assigned per legal entity at individual physical addresses (i.e., the same entity at the same physical address will not be assigned two or more CAGE codes). The only exception to this rule is when an entity has a registration in the SAM with multiple EFT addresses identified by multiple EFT indicators. In this case, each EFT indicator record is assigned a separate CAGE code to assist in correct processing of payments.

(2) CAGE codes are not assigned to mailing addresses; a physical address must be provided. Neither U.S. Post Office boxes nor addresses that can be identified

as belonging to commercial mail and/or shipping provider locations will be accepted as physical addresses.

(3) CAGE codes are not assigned to entities where the provided physical address is identified as a short-term virtual location, such as mobile offices, commercial packaging/mailling facilities (e.g., UPS stores, FedEx stores), mailbox rentals and certain business incubator locations if the majority of the operations are not performed from that incubator location. A sole proprietor, partnership, corporate entity, or other business organization must have a principal place of business, even if it is a home office, from where the business operates and record books are maintained. In that case, a home address of an officer of the company or board member would be required.

(4) Individuals who register in SAM as sole proprietors are assigned CAGE codes. However, there may not be multiple CAGE codes assigned to the same location even if the entity names are differentiated by establishing a Limited Liability Corporation (LLC) (e.g., "John Smith" and "John Smith, LLC"). Additionally, the standard for the legal business name for sole proprietors, driven by Internal Revenue Service (IRS) standards, is the use of the individual's personal name. Any additional name used for the sole proprietorship should be identified as a doing business as (DBA) name (e.g., "John Smith" is the legal business name, "Smith Construction" is the DBA).

(5) Authorized agents or brokers may be assigned CAGE codes for identification and processing purposes. A single CAGE code will be assigned to the agent or broker entity in addition to any codes assigned to the entities represented by the agent or broker (i.e., only one code will be assigned to a specific agent or broker entity regardless of the number of firms represented by that agent or broker). Codes will not be assigned to an agent or broker in care of the entity being represented or in any way infer that the agent or broker is a separate establishment bearing the name of the entity represented by the agent or broker.

(6) There are some cases where both the owner of real property and a separate legal entity located at the same address as the real property each are required to have CAGE codes assigned. Examples are an office building owner and a tenant in the office building, or a landowner and a company using all or a portion of the land to farm. Additional cases exist where two separate entities may lease office space in the same building and both require CAGE codes. In both situations, the most specific physical address will be requested (i.e., specific additions of suites, floors, or room numbers) to distinguish between the two entities. If no more specific physical address is able to be identified, then documentation such as that listed in PGI 204.203-271(c)(3)(i)(A) will be requested to ensure that the entities are separate legal entities.

(b) *NCAGE code assignment for entities located outside the United States and its outlying areas managed via established NATO processes.* SAM records received by the CAGE code system for validation must—

(1) Include an NCAGE that has been received from the NATO Support Agency's (NSPA's) common database. The frequency with which local country code bureaus update the common database differs by the country. While most updates occur within a week, it can take up to a month to process. The CAGE code system will hold a validation request from SAM for three (3) days before rejecting it because the NCAGE does not appear to exist; and

(2) Include a legal business name and physical address that matches the address on the NSPA database in order to be validated.

(c) *Changes of information on the CAGE code record.*

(1) The DLA CAGE Branch accepts written requests for changes to CAGE files from the following sources:

(i) The company, organization, or sole proprietor entity identified by the code, if located in the United States or its outlying areas.

(A) For CAGE records for which there is a corresponding registration in SAM, the entity must update and submit their SAM registration for validation. If the update includes a change to the entity's legal business name, the additional steps at PGI 204.203-271(c)(3)(i)(C) will be necessary.

(B) For CAGE records for which there is not a corresponding registration in SAM, the entity must use company letterhead to request a change to their CAGE code record. Submit requests for changes to CAGE files, when there is not a corresponding SAM record, at <https://cage.dla.mil>. The form may be emailed to [cagemail@dlamail.mil](mailto:cagemail@dlamail.mil), or a hard copy mailed to—

DLA CAGE Branch  
74 Washington Avenue  
Battle Creek, MI 49037  
Telephone Number: toll-free 877-352-2255

(ii) The Government contracting office on agency letterhead.

(iii) The Government contract administration office on agency letterhead.

(2) The DLA CAGE branch refers requests for changes to CAGE files from entities located outside the United States and its outlying areas as follows:

(i) Entities located in a NATO or NATO-sponsored nation must contact their codification bureau. A listing of codification bureaus is found at <https://eportal.nspa.nato.int/ac135/about/contacts>.

(ii) Entities located in a country that is neither in NATO nor sponsored by NATO must contact the NATO Support Agency (NSPA) at [ncage@nspa.nato.int](mailto:ncage@nspa.nato.int) or request update after searching for their CAGE code at <https://eportal.nspa.nato.int/Codification/CageTool/home>.

(3) When a request is received by DLA (either directly or via an entity-updated SAM registration submitted for validation) that includes a change to the entity's legal business name as recorded within the CAGE file, the DLA team will contact the entity and process the request in accordance with the following procedure:

(i) If the entity indicates that it does not hold any active federal Government contracts or any outstanding invoices on a physically complete contract, the entity will be asked to provide the following to DLA—

(A) Signed legal documentation that confirms the formal name change and accurately reflects the change requested. Examples of acceptable documentation include: Articles of Incorporation, Articles of Organization, Bill of Sale, Asset Purchase Agreement, Secretary of State documentation, and Legal Merger or Acquisition documentation. DLA will not accept Internal Review Service (IRS) documentation or validation, as the IRS does not require the use of the legal business name. Sole proprietors will need to provide their filings for one of the following: Fictitious Business Name, Assumed Name, Trade Style Name, or Business License. DLA may use information found at state government websites in lieu of requesting documentation from the entity to confirm the name if it is available;

(B) Written statement that they do not have active federal contracts or any outstanding invoices on a physically complete contract; and

(C) After receipt of the documentation in (A) and (B), DLA will process the change. If the initial request was received from SAM as a part of the CAGE validation process, the processed change will be communicated back to SAM.

(ii) If the entity indicates it does hold active Federal Government contracts, the entity will be asked to provide an indication in writing (may be provided by email) if the change in legal business name is a result of an acquisition, merger, or other situation related to recognition of a successor in interest to Federal Government contracts when contractor assets are transferred, which would necessitate a novation agreement be executed.

(A) If the entity indicates that the change in legal business name is not a result of an acquisition merger or other situation as indicated above; the entity will be asked to confirm, in writing (may be provided by email) that it has advised each of the respective Government contracting officers necessary to process name-change agreements in accordance with FAR Subpart 42.9 requirements. Additionally, DLA will ask the entity to provide a copy of the change-of-name agreement (see FAR 42.9) signed by the entity. DLA will not process a change to the CAGE file without a copy of the signed change-of-name agreement, or confirmation from the cognizant Government contracting officer that processing a change to the CAGE file prior to the signed change-of-name agreement being completed is permissible. Note that the modification action that incorporates the change-of-name agreement into the contract is an acceptable method of providing the change-of-name agreement. However, if the modification is not able to be issued until the CAGE code information is updated, the change-of-name agreement itself will suffice.

(B) If the entity indicates that the change in legal business name is a result of an acquisition, merger, or other situation as indicated above, DLA will request the entity to provide the Novation Agreement that has been executed by the cognizant Government contracting officer (see FAR 42.9) as well as the contact information for that contracting officer. DLA may, based on the content of the Novation Agreement, request that the contracting officer provide additional information regarding any Government interest in whether CAGE codes are transferred to the successor in

interest. DLA will not process a change to the CAGE file without a copy of the executed Novation Agreement, or confirmation from the cognizant Government contracting officer that processing a change to the CAGE file prior to the novation agreement being completed is permissible. Note that the modification action that incorporates the Novation Agreement into the contract is an acceptable method of providing the Novation Agreement. However, if the modification is not able to be issued until the CAGE code information is updated, the Novation Agreement itself will suffice.

(1) When contacted by DLA in relation to a name change resulting from a novation, contracting officers must provide DLA the following information:

(i) Name(s), address(es), and code(s) of the contractor(s) transferring the original contractual rights and obligations (transferor).

(ii) Name(s), address(es), and code(s) (if any) of the entity who is the successor in interest (transferee).

(iii) Name(s), address(es), and code(s) (if any) of the entity who is retaining or receiving the rights to the technical data.

(iv) Description of the circumstances surrounding the novation agreement and especially the relationship of each entity to the other.

(2) Note that if the name change request was received as a part of a registration from SAM update, and this situation applies, the update will be sent back to SAM as rejected by CAGE validation if a copy of the executed Novation Agreement or confirmation from the cognizant Government contracting officer is not available within 10 business days. The entity may resubmit the update in SAM with the changed legal name at such point this information becomes available.

(4) If the initial request was received from SAM as a part of the CAGE validation process, a processed change will be communicated back to SAM.

(5) Note that DLA does not follow the process outlined in (c)(3) of this section for minor changes in the legal business name received from SAM during validation, such as changing an "and" to "&"; inserting or removing abbreviations, such as changing "Co." to "Company"; inserting or removing a space between words in an entity's name; or inserting or removing acronyms or wording identifying a type of incorporated status, such as "Inc." or "LLC". These changes are processed and communicated back to SAM.

#### **204.206 Contracting officer's signature.**

(a) Include the contracting officer's telephone number and, when available, e-mail/Internet address on contracts and modifications.

(b) The contracting officer may sign bilateral modifications of a letter contract before signature by the contractor.

**PGI 204.270 Electronic Data Access.**

**PGI 204.270-1 Policy.**

(a) The Electronic Data Access (EDA) system, an online repository for contractual instruments and supporting documents, is DoD's primary tool for electronic distribution of contract documents and contract data. Contract attachments must be uploaded to EDA, except for contract attachments that are classified, are too sensitive for widespread distribution (e.g., personally identifiable information and Privacy Act and Health Insurance Portability and Accountability Act or cannot be practicably converted to electronic format (e.g., samples, drawings, and models). Section J (or similar location when the Uniform Contract Format is not used) must include the annotation "provided under separate cover" for any attachment not uploaded to EDA.

(b) Agencies are responsible for ensuring the following when posting documents, including contractual instruments, to EDA—

(1) The timely distribution of documents; and

(2) That internal controls are in place to ensure that—

(i) The electronic version of a contract document in EDA is an accurate representation of the contract; and

(ii) The contract data in EDA is an accurate representation of the underlying contract.

**PGI 204.270-2 Procedures.**

(a) Maintain an account in Wide Area WorkFlow (WAWF), which provides access to Electronic Data Access (EDA) to ensure their ability to validate and verify data and documents distributed to EDA, as necessary.

(b) Agencies must perform, upon deployment of any contract writing system or other source of contractual documents to be posted to EDA, an analysis to verify adequate controls are in place to ensure that contract documents including attachments, and contract data posted to EDA are accurate representations of the contract. When the procedures in this section are followed, contract documents and data in EDA are an accurate representation of the contract and therefore may be used for audit purposes. Analyses performed must include the following—

(1) For documents posted in document formats (e.g., Portable Document Format (PDF)), verification that the electronic versions of contract documents posted to EDA are accurate representations of the contract; however, the electronic version is not required to display visual signatures; and

(2) For data sent to EDA in the data standards at PGI 204.271 review of the data posted to EDA against the contract documents verified under PGI 204.270(b)(1) to ensure the contract data rendered in EDA is an accurate representation of the underlying contract. To facilitate this review process, all feeds of data to EDA in the Procurement Data Standard are initially placed in a view only evaluation mode, where

the data is not available to other systems or outside users pending verification. Upon completion of the review of data, contracting organizations must notify the EDA program office of the results of the review, with a list of the issuing offices of the contractual actions, the identifier of the system sending the actions, the version or versions of the data standards to which the review applies, and the locations of the systems sending the actions, directing one of the following decisions—

(i) Delete all data sent to date (in this case the system remains in evaluation status pending further review);

(ii) Delete all data sent to date, and change all subsequent data from 'evaluation' to 'compliant' status; or

(iii) Retain all data sent to date, and change all subsequent data from 'evaluation' to 'compliant' status.

(c) *Contract deficiency reports.* The following procedures provide details on the creation and processing of contract deficiency reports, which are used to correct problems with contracts distributed in EDA.

(1) Contracting officers and all individuals tasked with creating, managing, or viewing contract deficiency reports (CDRs) must establish and maintain an account in WAWF.

(2) Agencies that award or administer contracts, or perform pay office functions, should assign individuals within their organization to create, manage, and view CDRs within WAWF based on the following CDR user roles: initiator, reviewer, assignee, and view only.

(3) The contracting officer must correct contract deficiencies identified in a CDR and document the steps taken to resolve the deficiency in the CDR.

(4) *The CDR process.*

(i) *Creation.* A CDR is created when a deficiency is identified in the procurement instrument. A list of types of CDR deficiencies is available at <https://www.acq.osd.mil/asda/dpc/ce/ds/procurement-data-standard.html>. The specifics of the deficiency must be documented in the description in enough detail to provide the assignee an understanding of the problem.

(ii) *Approval.* Once a CDR is created, the initiator must route the CDR to their local approval official for review.

(iii) *Assignment.* Once a CDR is approved, it is routed to the appropriate contracting activity for action.

(iv) *Acceptance.* A CDR must be accepted or returned by the contracting activity. If a CDR is determined to have been incorrectly assigned, the contracting activity can reassign the CDR to the proper organization (if known) or reject the CDR.

(v) *Resolution*. The assignee must document the actions taken to resolve a CDR. If a modification has been issued to resolve the deficiency, it must be identified in the CDR. Once all deficiencies identified on a CDR have been resolved, mark the CDR as resolved. All CDRs should be resolved within 30 days of approval.

(vi) *Close*. After resolution of a CDR, the initiator of the CDR can accept the resolution and manually close the CDR or return it to the assignee for further action. CDRs not manually closed or returned by the initiator to the assignee within 60 days after resolution will automatically be closed. Once the CDR is closed, a notification is generated advising that the CDR is closed.

(5) Additional information on the CDR module of WAWF is available in PIEE at <https://piee.eb.mil/>.

### **PGI 204.271 Contract distribution.**

(a) The procuring contracting officer (PCO) retains the hand signed original or digitally signed contract for the contract file. Administrative contracting officers and termination contracting officers provide electronic or the hand signed original of each modification to the PCO for retention in the contract file. Unless otherwise directed by department/agency procedures, the office issuing the orders maintains the original of orders under basic ordering agreements and the original of provisioning orders; and

(b) Ensure that distribution of contracts and modifications is consistent with security directives.

(c) Use the following distribution procedures—

(1) Contracts and modifications must be distributed electronically (except as provided at PGI 204.270-1(a)) using the following methods:

(i) Indexed Portable Document Format files must be sent via the Global Exchange system (GEX) to the Electronic Data Access (EDA) (<https://piee.eb.mil/>) system to provide a human-readable copy of contract documents.

(ii) Electronic data files depicting the contract must be sent in at least one of the following formats via the GEX to EDA and to systems supporting specific offices as set forth in paragraph (B) of this section below. (Note that the GEX can be used to translate from the formats below to other formats. Organizations should send both formats in parallel unless validation failures have been eliminated.)

(A) American National Standards Institute X.12 Electronic Data Interchange standard transaction sets 850 and 860.

(B) Department of Defense Procurement Data Standard (PDS) Extensible Markup Language (XML) format:  
<https://www.acq.osd.mil/asda/dpc/ce/ds/procurement-data-standard.html>.

(ii) After contract execution, provide an electronic data file copy of the contract and modifications in either X.12 or PDS XML to the following:

(A) The contract administration office, if the contracting officer delegates contract administration to another office (see FAR Subpart 42.2). The contracting officer also should provide the contract administration office with a copy of the contract distribution list, indicating those offices that should receive copies of modifications, and any changes to the list as they occur.

(B) The payment office. Provide any modification that changes the payment office to both the new and the old payment offices.

(C) Each accounting office whose funds are cited in the contract.

(D) Each consignee specified in the contract. A transshipping terminal is not a consignee. The Defense Logistics Agency (DLA) is authorized to prescribe alternate procedures for distribution of contract documents in DLA Europe and Africa.

(E) The military interdepartmental purchase request requiring activity in the case of coordinated acquisition.

(F) The receiving activity, if the contract or modification provides initial or amended shipping instructions under PGI 204.201(c)(1)(B) and (C).

(iii) Provide electronic notice of award via EDA to the following:

(A)(1) The appropriate Defense Contract Audit Agency (DCAA) office, as listed in DCAAP 5100.1, Directory of DCAA Offices, or as obtained through the DCAA cognizant field audit office locator, both available via the Internet at <http://www.dcaa.mil>, if the contract or modification is one of the following types:

(i) Cost-reimbursement.

(ii) Time-and-materials.

(iii) Labor-hour.

(iv) Fixed-price with provisions for redetermination, cost incentives, economic price adjustment based on cost, or cost allowability.

(v) Any other contract that requires audit service.

(2) If there is a question as to the appropriate DCAA field audit office, request the assistance of the DCAA financial liaison advisor or the nearest DCAA field audit office.

(B) Those organizations required to perform contract administration support functions (e.g., when manufacturing is performed at multiple sites, provide a copy to the contract administration office cognizant of each location).

(C) The cognizant administrative contracting officer when the contract is not assigned for administration but contains a Cost Accounting Standards clause. Indicate that the copy is provided "For Cost Accounting Standards Administration Only" (see FAR 30.601(b)); and

(D) The cognizant Defense Security Service office listed in DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives, when the clause at DFARS 252.223-7007, Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives, is included in the contract. An extract of the pertinent information can be provided instead of the contract.

(3) If electronic distribution is not available, provide one paper copy to each location identified in paragraphs (c)(1) and (2) of this section.

### **PGI 204.3—POST-AWARD**

#### **PGI 204.301 Contract reporting.**

(a) The OSD Procurement Data Improvement Plan, posted at <https://www.acq.osd.mil/asda/dpc/ce/cap/data-improvement.html>, applies to each of the military services and agencies with procurement authority, and identifies the data validation requirements and responsibilities that support the annual Department of Defense certification identified at FAR 4.301(f)(3). These review requirements encompass contract action reports submitted to FPDS, terminations for default and other documents submitted to the Federal Awardee Performance and Integrity Information System (FAPIIS) module at <https://sam.gov/fapiis>, and other reporting and posting requirements.

(b) Contract action reports (CARs) must be completed in compliance with the timelines established in FAR 4.301(f). CARs or their data are not available for public view or for non-DoD use until 90 days after the “Date Signed” data element in order to minimize risk to military operations.

#### **PGI 204.301-70 General.**

(a)(1) *Helpful documents.* The Federal Procurement Data System (FPDS) website at <https://www.fpds.gov> provides useful documentation assist with FPDS data entry. The Data Dictionary and FPDS User’s Manual are provided to guide users on data requirements and to facilitate the accurate entry of data into the FPDS. These documents can be found at the top of the website homepage under the “Training” and “Worksite” tabs to include:

(i) *FPDS Data Element Dictionary.* There is a Data Dictionary specific to contracts and Other Transactions. The Data Dictionary data dictionary outlines relevant information for each data field. The Data Dictionary identifies whether a data field is “Required,” “Optional,” “Propagates from the base action,” “Not Applicable,” or “System Generated,” for each type of data entry screen (Awards, Indefinite-Delivery Vehicles, Other Transactions, and Transactions/Modifications). It also identifies the source of data entry (e.g., Contracting Officer, (SAM), FPDS); the format of the field; and whether the field input is derived from entries in other fields. At the back of the Data Dictionary is a useful summary.

(ii) *FPDS Data Validations.* This document identifies all the validation rules that are applied to data entry. Most of the rules apply Governmentwide. DoD specific

validation rules are clearly identified with the prefix “DoD” throughout the document and in section “1.5.1 DoD Specific Validations”.

(iii) *FPDS Users Manual*. This manual provides general guidance on how to navigate FPDS, familiarize users with FPDS data requirements and assist them with FPDS data entry. The nature of the fields in this document were determined based on Governmentwide requirements. To determine DoD-specific requirements, refer to the Instructions that mention “DoD” in the FPDS Data Element Dictionary. The FPDS User Manual is not a policy document; it is intended only for general guidance. Refer to PGI for specific FPDS reporting requirements.

(2) *Reporting technical or policy issues.*

(i) *Technical issues.* To report an FPDS technical issue—

(A)(1) Users of contract writing systems should contact the local contract writing system administrator to determine the appropriate procedures; and

(2) Web users should contact their local system administrator, who will then contact the FPDS Help Desk if further support is required; or

(B) If the issue is an obvious FPDS technical issue that needs to be documented and corrected by the system, the user should create and submit a trouble ticket with the Federal Service Desk (<https://www.fsd.gov/>), or submit a comment or request via the Live Chat at [www.fsd.gov](http://www.fsd.gov). When submitting a ticket to FSD, also send a copy to the applicable agency representative identified in paragraph (2)(iii) of this section.

(ii) *Policy issues.* Report policy issues and submit or questions to the applicable agency representative identified in paragraph (2)(iii) of this section.

(iii) *Agency representatives.* Department and component FPDS representatives and their contact information can be found at <https://dodprocurementtoolbox.com/site-pages/ebusiness-fpds-ng>.

**PGI 204.301-72 Reporting data.**

The use of generic UEIs is limited to those rare circumstances outlined at FAR 4.301(e). Use generic UEIs only for the purposes of reporting contract award data to the FPDS. In cases where generic codes are required for reporting, use both the generic UEI and its associated CAGE code. Do not enter a generic UEI, used for reporting to FPDS, nor a generic CAGE code that corresponds to a generic UEI, on any contractual document. Using the generic codes on actual contract actions masks the true identity of the vendor and makes any accurate electronic processing of invoices, receiving reports, and payments impossible; and it can, in fact, result in misdirected payments. As a reminder FAR 4.203-1 requires each contractor be identified by its actual CAGE code on contract actions; there is no exemption to the requirement for an actual CAGE code.

(a) Methods of reporting to FPDS.

(1) *Individual contract action report (CAR) (one CAR per contract action)*. The normal method of reporting to FPDS is through the use of individual CARs.

(i) An individual CAR is required to be reported for each of the following types of awards regardless of the estimated value of the award:

(A) Indefinite-delivery contract.

(B) Blanket purchase agreement (prescribed by FAR parts 8, 12, or 13).

(C) Basic ordering agreement.

(D) Basic agreement (only if the agreement has a value and potential obligations greater than \$0).

(E) Task and delivery orders and calls issued under any agreement or indefinite-delivery contract (including Federal Supply Schedules, Governmentwide acquisition contracts, or multi-agency contracts).

(F) Modification to any contract, agreement, order, or call where a CAR is required for the base award regardless of the amount being obligated or deobligated on the modification.

(ii)(A) An individual CAR is required to be reported for each of the following types of awards when the award process was conducted using other than micro-purchase procedures and the value is greater than the micro-purchase threshold (MPT):

(1) Purchase order.

(2) Definitive contract.

(B) Although a contract action report is not required for these awards when micro-purchase procedures were followed and the value is less than the MPT, it is encouraged as a best practice if the award was not accomplished using the Governmentwide commercial purchase card (GPC) or a Standard Form 44. Additionally, when the purchase order or definitive contract being awarded is in response to a contingency, an individual report is required when the value of the award is greater than \$25,000, not the MPT of \$40,000 referenced in FAR part 2.

(C) See paragraphs (a)(1) and (iii) of this section for exceptions to individual reporting.

(2) *Multiple CARs (more than one CAR per contract action)*.

(i) Prepare multiple CARs if the contract or order award is anticipated to include both foreign funding and U.S. funding.

(ii) The determination of whether multiple CARs are needed for the situations described in paragraph (a)(2)(i) of this section is made when the contract or order is awarded. Contracting officers are not required to delete and re-enter CARs in

FPDS as multiple CARs if, during the life of the contract or order, subsequent unanticipated modifications make the award eligible for multiple CARs.

(iii) The following multiple CAR transaction identification numbers have been established for reporting multiple CARs and must be used by all DoD contracting offices. Do not use transaction numbers other than “0” if the requirements for multiple CARs in paragraphs (a)(2)(i) and (ii) of this section do not apply at the time of contract or order award. When reporting modifications, include the transaction number that was reported on the initial base award in order to properly identify the referenced contract action report. If the situation described in paragraph (a)(2)(i) of this section exists, transaction numbers should be assigned based on foreign military sales (FMS) and non-FMS rather than by type of contract pricing arrangement. Do not use multiple CARs with transaction numbers other than “0” if the entire award is expected to be funded by foreign funding.

Transaction Type	Transaction Number
No multiple CARs	0
FMS	14
Non-FMS	16

(3) *Express reporting (consolidated reporting of multiple contract actions, to be submitted at least monthly).*

(i) Express reporting may be used for—

(A) Multiple contract actions against a single contract or agreement, when monthly volume of actions is such that individual contract action reporting is overly burdensome (e.g., orders placed by the Defense Commissary Agency; installation housing maintenance; and recurring blanket purchase agreement actions);

(B) Multiple contract actions accomplished away from the contracting office, such as ships away from home port; contingency, humanitarian, or peacekeeping operations; or other remote deployments;

(C) Multiple delivery orders that use the GPC as both the method of purchase and payment under Federal Supply Schedules, Governmentwide acquisition contracts (GWACs), blanket purchase agreements (BPAs), basic ordering agreements (BOAs), and other indefinite-delivery type contracts;

(D) Multiple contract actions for energy-related supplies and associated services accomplished by Defense Logistics Agency (DLA) Energy; and

(E) Orders under communications service agreements for local dial tone services, in accordance with agency procedures.

(ii) When express reports reflect more than one contractor for overseas actions or consolidated delivery orders made using the GPC where identification of the contract or agreement is not possible, use the appropriate generic UEI.

(iii) When express reports are used, sum all of the actions and enter in the “Number of Actions” data field. Also sum all of the obligations and enter in the “Action

Obligation,” “Base and Exercised Options Value,” and “Base and All Options Value” data fields. Express reports must be submitted no less frequently than monthly.

(iv) When express reports are used, the contracting officer must maintain a log of individual actions being summarized on the express reports and ensure it is available for audit purposes. Logs must include the following, at a minimum, for each action: procurement instrument identifier (PIID) used for the express report under which action is summarized, referenced indefinite-delivery vehicles (IDV) PIID (if the express report is summarizing task/delivery/call orders), date of award, obligation amount, vendor name, and UEI (if known).

(b) *Actions not reported.* In addition, to the types of actions listed in FAR 4.301(a)(3), do not report the following types of actions to FPDS:

(1) Orders placed by ordering officers against IDVs awarded by—

(i) The United States Transportation Command (USTRANSCOM) or its components for decentralized transportation-related services. USTRANSCOM will report these orders. Contracting officers must submit consolidated reports of orders (bookings/bills of lading) at least annually to USTRANSCOM; or

(ii) DLA Energy for energy-related supplies and associated services using defensewide working capital funds. DLA Energy will report these orders. It is the responsibility of the contracting office to ensure that orders placed against these vehicles using other than defensewide working capital funds are reported to FPDS.

(2) Contracts, agreements, or orders that are themselves classified.

(c) *Specific instructions for entering data in FPDS.*

(1) Contracting officers must choose the correct FPDS format (e.g., purchase order, basic ordering agreement (BOA), blanket purchase agreement (BPA)) to report the award of a new contract, agreement, or order. Note that prior to fiscal year (FY)10, DoD offices reported BOAs and BPAs as IDCs in FPDS; BPA calls issued under those pre-FY10 reported BPAs are reported using the task/delivery order format in FPDS. BPA calls issued under DoD issued BPAs reported FY10 or later or any civilian agency issued BPA should be reported using the BPA call format.

(2) The remaining instructions in this section cover the different sections of an FPDS contract action report, as presented to the user in the system. Not every data element is addressed here, as many are self-explanatory. Users should also consult the FPDS User Manual referenced in PGI 204.301-70(a)(1)(iii) for more complete descriptions and examples. Also, the instructions in this section use data field names based on what is shown to the user while entering data in FPDS; for more specific information, review the FPDS Data Element Dictionary referenced in PGI 204.301-70(a)(1)(i).

(3) *FPDS Entry – Document Information Section.*

(i) Enter the new contract, agreement, or order number in the “Procurement Instrument Identifier” data field. Note that new awards will be reflected as Modification 0 in FPDS.

(ii) If the action is a BPA awarded against a Federal Supply Schedule, enter the Federal Supply Schedule contract number in the “Referenced IDV ID” data field.

(iii) If the action is a delivery order awarded against a Federal Supply Schedule, Governmentwide acquisition contract (GWAC), BOA, or other IDC; enter that contract or BOA number in the “Referenced IDV ID” data field.

(iv) If the action is a BPA call awarded against a BPA, enter the BPA number in the “Referenced IDV ID” data field.

(v) If the action is a modification, enter the contract, agreement, or order number in the “Procurement Instrument Identifier” data field and the modification number in the “Modification Number” data field.

(vi) If multiple reports are required by paragraph (a)(2) of this section, then enter the appropriate transaction number in the “Transaction Number” data field.

(vii) If the award is associated with a solicitation, enter the solicitation number in the “Solicitation ID” data field.

(viii) If the award is associated with an initiative identified in FPDS (e.g., American Recovery and Reinvestment Act), choose the appropriate value in the “Treasury Account Symbol Initiative” data field.

(4) *FPDS Entry – Treasury Account Symbol (TAS) data fields.*

(i) TAS data fields are no longer required to be entered in FPDS (as of July 2016) and should be left blank; however, if correcting TAS data fields on a previously reported contract action report follow the instructions in this section.

(ii) The TAS should be provided by the requiring organization with the purchase request and is often part of the line of accounting. The list of valid TAS is maintained by the Department of Treasury in the FASTBook; an on-line version of the FASTBook is available at <https://www.fiscal.treasury.gov/reference-guidance/fast-book/index.html>. Each TAS reported to FPDS includes a character agency identifier and a four-character main account code (example: 97 0100). Some TAS also require a three-character subaccount code. Note that the Department of Treasury FASTBook indicates a transition from a two-character agency identifier to a three-character agency identifier. However, at this time, DoD contracting officers are advised to drop the leading zero (0) from a three-character agency identifier and enter the next two characters in FPDS (e.g., 097 becomes 97).

(iii) Report the TAS on CARs for each contract action with an obligation amount other than \$0. The TAS that is reported on a CAR should represent the

predominant type of funding in terms of absolute dollars obligated and deobligated on the specific contract action being reported.

(iv) For contract actions awarded by working capital funds offices, and the original type of funds received from the customer are not tied to specific procurements or otherwise identifiable, use the TAS that represents the working capital funds provided.

(v) For contract actions funded by foreign governments, and those funds are not considered under the Foreign Military Financing Program identified by the Department of Treasury in its FASTBook, in order to report the action to FPDS using the code that most closely approximates the use of the funds, then enter—

(A) 97 0100 (Operation and Maintenance, Defense-Wide, Defense) as the TAS for requirements that can be categorized as operations and maintenance in nature;

(B) 97 0300 (Procurement, Defense-Wide) as the TAS for requirements that can be categorized as procurement in nature; or

(C) 97 0400 (Research, Development, Test, and Evaluation, Defense-Wide) as the TAS for requirements that can be categorized as research and development in nature.

(v) USTRANSCOM should use 97 0100 (Operation and Maintenance, Defense-Wide, Defense) as the TAS when reporting the consolidated orders of from their decentralized transportation-related services contracts.

(5) *FPDS Entry – Dates Section.*

(i) The “Date Signed” data field represents the date the contracting officer signed or otherwise awarded the contract action.

(ii) The “Effective Date” data field represents the date the period of performance begins. For actions where an authorization to proceed was given prior to the signed contract action, use the date of the authorization in this data element.

(iii) The date entered in the “Completion Date” data field must be the latest period of performance / delivery date of all of the exercised line items on the contract or order. This data field must be updated on the contract action report used to report the modification whenever line items are added or exercised by modification that extend the period of performance / delivery date beyond what was previously entered, including the exercise of any option years.

(iv) The date entered in the “Estimated Ultimate Completion Date” data field must be the latest period of performance / delivery date of all line items on the contract or order, including unexercised line items and option years. This data field must be updated on the contract action report used to report the modification whenever line items are added or changed by modification that extend the period of performance/delivery date beyond what was previously entered.

(v) The date entered in the “Last Date to Order” data field on IDCs, BOAs, and BPAs must be the last date allowed by the contract for the contractor to accept orders. This data field must be updated whenever this date is changed by modification from what was previously entered.

(vi) The “Solicitation Date” data field generally represents the date an invitation for bids, request for quotations, or request for proposals was issued to potential bidders or offerors. However, follow the instructions below for other situations where an invitation for bids, request for quotations, or request for proposals is not issued:

(A) When the action is the award of an order using existing pre-priced line items under an ordering instrument where no proposal is required (i.e., there are no elements of the delivery or performance to negotiate)—

(1) *Orders under single-award indefinite delivery vehicles, BPA calls under single-award BPAs issued under FAR part 8, and BPA calls under BPAs issued under FAR part 12.* Use the date the procurement-ready requirements package (including funded purchase request or MIPR) was provided to the contracting office as the “Solicitation Date”. If unknown, use the date of the award of the order as the “Solicitation Date”.

(2) *Orders under multiple-award indefinite delivery contracts and BPA calls issued under multiple-award BPAs issued under FAR part 12.* Use the date of the survey of the multiple-award contracts or BPAs prices in accordance with FAR part 8 or 16 procedures.

(B) When the action is the award of a contract under a broad agency announcement (BAA), use the date when a final (not draft) combined synopsis/solicitation is issued as the “Solicitation Date” except—

(1) For two-step BAAs, including white paper submissions for review, selection, and subsequent request for full proposals, the “Solicitation Date” is the date when the contracting officer signs the proposal request;

(2) Under BAAs with calls, the “Solicitation Date” is the date when the individual call is issued; or

(3) For open BAAs, when white papers and/or proposals are accepted for review over an extended period (typically open for a year or longer), the “Solicitation Date” is either the date when the contracting officer signs a proposal request (white papers) or the date on which the proposal is submitted, whichever is earlier.

(C) For awards made in response to unsolicited proposals, the “Solicitation Date” is the date when the offeror is notified of proposal acceptance for negotiations and/or award.

(D) For orders placed under indefinite-delivery contracts or agreements, do not use the solicitation date from the indefinite-delivery contract or agreement as the

date issued in the "Solicitation Date" field unless the order was awarded at the same time as the indefinite-delivery contract or agreement.

(E) For new indefinite-delivery contracts awarded under a multiple-award solicitation's on-ramp procedures that were awarded at least 3 months after the initial round of indefinite-delivery contracts were awarded, enter the date the awardee provided a proposal as the "Solicitation Date."

(6) *FPDS Entry – Amounts Section.*

(ii) When entering a net deobligation on a contract action, include the minus (-) sign.

(ii) The amount entered in the "Base and Exercised Options Value" for new awards must be the total value (represented in U.S. dollars and cents) of all the exercised line items on the contract or order regardless of whether they are partially or fully funded. This data field must be updated on the contract action report used to report the modification whenever the current value of the contract or order is changed by modification, including when options are exercised. When reporting such a modification, report the net value of the change itself in "Current" field; FPDS will calculate the new total Base and Exercised Options Value. When an Administrative Contracting Officer (ACO) executes a modification and the previous value reported in FPDS is incorrect, the ACO must notify the procuring contract office of the discrepancy and enter the appropriate value in the "Current" field of the "Base and Exercised Options Value" to ensure a correct total is represented. The ACO must document the correction of the discrepancy in the contract file.

(3) The amount entered in the "Base and All Options Value" for new awards must be the total potential value of the award (represented in U.S. dollars and cents) (e.g., total price, total not-to-exceed amount, maximum award amount, etc.), including the value of all unexercised line items and options. For blanket purchase agreements and basic ordering agreements, enter the total expected amount for orders that will be issued. Note: on IDV formats in FPDS, this data element is named "Base and All Options Value (Total Contract Value)."

(A) For each IDC resulting from a solicitation where multiple awards were contemplated, this is the maximum for that resulting specific contract. Note: this amount is not always the same as the ceiling for the program under which multiple contracts were awarded. Each contract must have a specific ceiling identified for that specific period (see FAR 16.504-1(a)).

(B) This data field must be updated on the contract action report used to report the modification whenever the total potential value is changed by modification, including changes made as a result of overruns or claims. When reporting such a modification, report the net value of the change itself in "Current" field; FPDS will calculate the new total Base and All Options Value. When an ACO executes a modification and the previous value reported in FPDS is incorrect, the ACO must notify the procuring contract office of the discrepancy and enter the appropriate value in the "Current" field of the "Base and All Options Value" to ensure a correct total is represented. The ACO must document the discrepancy correction in the contract file.

(iv) The amount entered in the “Action Obligation” for new awards must be the total value of all the obligated funds on the contract or order, represented in U.S. dollars and cents. When reporting a modification, report the net value of the change in funding accomplished by the modification in the “Current” field; FPDS will calculate the new total action obligation value. When an ACO executes a modification and the previous value reported in FPDS is incorrect, the ACO must notify the procuring contract office of the discrepancy and enter the appropriate value in the “Current” field of the “Action Obligation Value” field to ensure a correct total is represented. The ACO must document the discrepancy correction in the contract file.

(v) The amount entered in the “Total Estimated Order Value” for new IDC awards must be the total estimated value of all anticipated orders to be placed under the contract. For DoD, this value should match the “Base and All Options” value, as DoD does not obligate funds on indefinite-delivery contracts themselves.

*(7) FPDS Entry – Purchaser Information Section.*

(i) Enter the contracting office’s DoD Activity Address Code (DoDAAC) in as the “Contracting Office ID” data field.

(ii) If the requiring organization is a DoD organization, enter the DoDAAC or the requiring office in the “Funding Office ID” data field. This is normally the DoDAAC that is included on the purchase request in the purchase request number. If the contract action is supporting working capital funded efforts and the specific requiring office is unknown, enter the DoDAAC for the working capital funded office. Do not enter the DoDAAC from the contracting office in the “Funding Office ID” field unless the contracting office is also the requiring organization.

(iii) If the requiring organization is not a DoD organization, enter the Funding Office ID provided on the interagency agreement in the “Funding Office ID” data field.

(iv) Choose the appropriate value in the “Foreign Funding” data field as to whether or not the action includes foreign funding that is identified as FMS. If the action does not include foreign funds, choose “Not Applicable.”

*(8) FPDS Entry – Contractor Information Section.*

(i) Enter the UEI for the vendor in the “Unique Entity Identifier” data field. This UEI will be used to pull the associated current registration from the SAM database.

(ii) If a SAM exception applies to the procurement, ensure the correct exception is chosen from the “SAM Exception” data field. In this case the UEI entered in the “Unique Entity Identifier” data field will be used to pull the contractor’s name and location information from SAM’s UEI database instead of SAM active registrations.

*(9) FPDS Entry – Contract Data Section.*

(i) On the contract action report used to report the base award, choose the type of contract pricing in the “Type of Contract” data field that is applicable to the predominant amount of the action, based on the value of the line items. This value will automatically populate any subsequent contract action reports for modifications.

(ii) If the procurement is for services, enter the appropriate Inherently Governmental Functions indicator:

(A) “Closely Associated” means functions that are closely associated with inherently governmental functions; those contractor duties that could expand to become inherently governmental functions without sufficient management controls or oversight on the part of the Government. Office of Federal Procurement Policy (OFPP) Policy Letter 11–01, Performance of Inherently Governmental and Critical Functions, provides examples of work that is inherently governmental and therefore must be performed by Federal employees and work that is closely associated with inherently governmental functions that may be performed by either Federal employees or contractors.

(B) “Critical Functions” means functions that are necessary to the agency being able to effectively perform and maintain control of its mission and operations. Typically, critical functions are recurring and long-term in duration.

(C) “Other Functions” means neither “Closely Associated Functions” nor “Critical Functions”.

(D) For services that include performing both “Closely Associated” and “Critical Functions,” select “Closely Associated, Critical Functions.”

(E) If services include performing “Other Functions” and either “Closely Associated” or “Critical Functions,” select only the “Closely Associated” or “Critical Functions” value.

(iii) Enter “Yes” in the “Multiyear Contract” field if the procurement is a multiyear contract in accordance with FAR 17.1; otherwise enter “No.”

(iv) Enter the full name of the program, not an acronym or abbreviation, in the “Major Program” field if there is an associated program name. Contracts and agreements with ordering provisions established as multi-agency contracts or for wide use within an agency must always include a program name in order to ensure they are correctly represented in the Interagency Contract Directory (ICD) at <https://www.contractdirectory.gov/contractdirectory/> (see FAR 7.102(b)(4)).

(v) If the procurement is as a result of a requirement responding specifically to a National Interest Action that is listed in this field (for example, “Hurricane Sandy” or “Operation Enduring Freedom (OEF),”) then select the appropriate value. Otherwise, enter “None.”

(vi) For indefinite-delivery contracts, enter the appropriate type of IDC in the “Type of IDC” field: Indefinite Quantity, Requirements, or Definite Quantity.

(vii) For IDVs in the “Multiple or Single Award IDV” field:

(A) Select “Multiple Award” when the contract action is—

(1) One of several indefinite-delivery indefinite-quantity (IDIQ) contracts awarded under a single solicitation in accordance with FAR 16.504-3;

(2) One of several blanket purchase agreements (BPAs) awarded against a Federal Supply Schedule in accordance with FAR 8.104 and FAR 12.201-1(e)(3);

(3) Any other IDIQ contract that an agency enters into with two or more sources under the same solicitation that requires contracting officers to compare or compete their requirements among several vendors; or

(4) A part 12 BPA or Basic Ordering Agreement (BOA) with multiple awards.

(B) Select "Single Award" when the contract does not satisfy any of the above criteria for a multiple award.

(viii) When reporting the initial award of IDCs and agreements that allow orders to be placed by other contracting offices, enter the acronym or short abbreviation of the program name for the program supported by the contract or agreement with ordering provisions in the "Program Acronym" field. Contracts and agreements with ordering provisions established as multi-agency contracts or for wide use within an agency must always include an acronym or abbreviated program name, and the first five characters of this field must be:

(A) "FSSI-" for a federal strategic sourcing initiative (FSSI) vehicle.

(B) "MMAC-" for a multiple-award multi-agency contract.

(C) "SMAC-" for a single-award multi-agency contract.

(D) "MBPA-" for a blanket purchase agreement available for use outside of the Department of Defense.

(E) "AGYV-" for an agency-wide acquisition vehicle. For the purpose of this section, an agency-wide acquisition vehicle is an IDC, BPA, or basic ordering agreement intended for the sole use of the Department of Defense. These may be for DoD-wide use or limited to one or more specific Military Services or Defense Agencies.

(ix) In the "Cost or Pricing Data" field, enter "Yes" if certified cost and pricing data were obtained. Enter "Not Obtained – Waived" if the requirement for certified cost and pricing data was waived. Enter "No" if certified cost or pricing data were not obtained and no waiver was required. See FAR 15.403 for the requirements for certified cost and pricing data.

(x) Enter "Yes" in the "Purchase Card as Payment Method" field if the GPC was used as the method of payment or as both the method of purchase and payment for the contract action. Enter "No" if neither was the case.

(xi) In the "Undefinitized Action" field, enter "Letter Contract" if the procurement is a letter contract that meets the description in FAR 16.603-1. Enter

“Other Undefinitized Action” if the procurement is for any other unpriced action that must be subsequently definitized. Enter “No” if neither of these situations is applicable.

(xii) Enter “Yes” in the “Performance Based Service Acquisition” field if the procurement is for services and performance based acquisition procedures were used. Enter “No” if the procurement is for services and performance based acquisition procedures were not used. Enter “Not Applicable” if the procurement is not for services.

(xiii) In the “Contingency Humanitarian Peacekeeping Operation” field, enter “Contingency” if the procurement is in response to a contingency operation as defined in 10 U.S.C. 101(a)(13) or “Humanitarian” if the procurement is in response to a humanitarian or peacekeeping operation as defined in 10 U.S.C. 3015(2). Otherwise, enter “Not Applicable.”

(xviii) In the “Cost Accounting Standards Clause” field, enter “Yes” if the procurement was subject to cost accounting standards (CAS) and the associated clauses were included in the contract. Enter “No – CAS Waiver Approved” if the procurement is subject to CAS but a waiver was approved. Enter “Not Applicable” if neither situation applies.

(xv) *Consolidated Contract.*

(A) Enter “Consolidated Requirements” when the requirements meet the definition of “Consolidation or consolidated requirement” at FAR 2.101 but a written determination was not made because the estimated value of the requirements were at or below \$2 million, or the requirements are bundled and a written determination for bundling is required.

(B) Enter “Consolidated Requirements with Written Determination” when the requirements meet the definition of “Consolidation or consolidated requirement” at FAR 2.101 and a written determination is made in accordance with FAR 7.107-2.

(C) Enter “Consolidated Requirements Under FAR 7.107-1(b) Exceptions” when the requirements meet the definition of “Consolidation or consolidated requirement” at FAR 2.101 but do not require a written determination in accordance with FAR 7.107-1(b).

(D) Enter “Not Consolidated” when the requirements do not meet the definition of “Consolidation or consolidated requirement” at FAR 2.101.

(xvi) Enter “1” in the “Number of Actions” data field unless using Express Reporting procedures described in paragraph (1)(iii) of this section.

(10) *FPDS Entry – Legislative Mandates Section.*

(i) For the “Clinger-Cohen Act,” “Labor Standards,” “Materials, Supplies, Articles, and Equipment,” and “Construction Wage Rate Requirements” data elements, answer “Yes” if the acts apply to any of the line items on the award. Choose “Not Applicable” if the act itself is not applicable based on implementation requirements in the FAR for each act (see FAR subparts 22.10, 22.6, and 22.4, respectively), or choose

“No” if the act is applicable, but the associated clauses were not included in the award. For the “Clinger-Cohen Act”, choose “No” if either the Act is not applicable or the planning requirements from the act were not accomplished.

(ii) Indicate in the “Interagency Contracting Authority” data field if the action is subject to the Economy Act, a different statutory authority, or if interagency authorities are not applicable. If the contracting officer selects “Other Statutory Authority” in the “Interagency Contracting Authority”, they must enter the name of the other authority in the associated text box.

(iii) In the “Additional Reporting” data field, select each value that represents reporting to be accomplished by the contractor that is required by the contract. Multiple values may be selected.

(A) If none of the reporting requirements apply, select “None of the Above.”

(B) Select “Service Contract Inventory FAR 4.17” if FAR clause 52.204-14, Service Contract Reporting Requirements, is present in the contract.

(C) Select “Employment Eligibility Verification (52.222-54)” if FAR clause 52.222-54, Employment Eligibility Verification, is included in the contract .

*(11) FPDS Entry – Principal Place of Performance Section.*

(i) For supplies, the data entered in this section must reflect the predominant place where manufacturing occurred or where procured finished products were taken out of inventory. Do not enter the Government delivery location. When the manufacturing or inventory location is unknown, and the contractor has not provided a separate address for the place of performance in FAR provision 52.214-14 or 52.215-6 with its offer, enter the contractor’s physical address that corresponds with its registration in the System for Award Management (SAM) that is identified by its UEI and CAGE code.

(ii) For services, identify the location that represents the predominant place the services are performed. For services that start performance in one location and complete performance in a different location, such as transportation and cargo shipment services, the completion or destination location must be entered. If the contract or order has multiple destination locations, enter the location where the predominant amount is being delivered.

(iii) For place of performance based in the United States, ensure the zip code + 4 data element is entered. This will populate the city and state fields accordingly. Zip codes and their +4 extensions can be identified at the United States Postal Service website ([www.usps.com](http://www.usps.com)). When a “+4” extension cannot be determined for a zip code (for example, in a highly rural area or at a location with a vanity address), choose the “+4” extension that represents the area nearest to the place of performance.

*(12) FPDS Entry – Contract Marketing Data Section.* This section applies to IDVs (i.e., BOAs, BPAs, and IDCs) only.

(i) Enter the website in the “Website URL” data field where a new user would find the best information about ordering under the vehicle. This is an optional field, but each multi-agency contract being reported should include one.

(ii) In the “Who Can Use” data field, choose the value that best represents which agencies are allowed to have their contracting officers place orders under the vehicle. If only the office that awarded the IDV is allowed to place orders under the vehicle, choose “Only My Agency”. Do not list codes or text under the “Codes” or “Other” options unless the vehicle only allows very specific parts of agencies to place orders.

(iii) Include in the “Email Contact” data element the specific email of the contracting officer responsible for the IDV who is able to answer questions concerning ordering. A group email address may only be used in this field if it is continuously monitored.

(iv) Enter the maximum dollar value of each order that may be issued under the vehicle in the “Individual Order / Call Limit” field.

(v) Enter the fee charged to the ordering agency for allowing the ordering agency to place an order under the specific vehicle. The fee may be identified as a fixed percentage, an upper and lower amount if based on a varying factor, or as “no fee.” This is not the fee paid to a contracting office for placing an order on behalf of a requiring office.

(vi) Enter a brief description of ordering instructions in the “Ordering Procedure” data field. If the “Website URL” field is entered, this field is not required to be completed; however, ensure that the website provided gives the user enough information to be able to place an order.

(13) *FPDS Entry – Product or Service Information Section.*

(i) For the “Product or service code (PSC)” data field choose the code that best represents the predominant amount of supplies or services being procured on the award. The list of active PSCs for use in FPDS reporting is available on the FPDS website under the “Worksite” section under “Reference.”

(ii) For the “Principal NAICS code” data field, enter the NAICS code that best represents the type of industry related to the predominant amount of supplies or services being procured on the award. If the award was a result of a solicitation that included any of the following provisions, use the NAICS code that was included in the provision: 52.204-7, System for Award Management–Registration or 52.219-1, Small Business Program Representations. The list of active NAICS codes for use in FPDS reporting is available on the FPDS website under the “Worksite” section under “Reference”.

(iii) *Contract bundling.*

(A) Enter “Bundled Requirements” when the requirements meet the definition of “Bundling” at FAR 2.101.

(B) Enter “Substantially Bundled Requirements” when the requirements meet the definition of “Bundling” at FAR 2.101 but has an estimated value outlined at FAR 7.107-1.

(C) Enter “Bundled Requirements Under a FAR 7.107-1(b) Exception” when the requirements meet the definition of “Bundling” at FAR 2.101 but do not require a written determination in accordance with FAR 7.107-1(b).

(C) Enter “Not Bundled” when the requirements do not meet the definition of “Bundling” at FAR 2.101.

(iv) Enter in the “DoD Acquisition Program” data field—

(A) The Centralized Unique Program Identification (CUPID), also known as a program number, when the acquisition is part of an acquisition program for which a CUPID has been designated. The CUPID is the unique authoritative identifier for all DoD acquisition programs. CUPIDs are 3 alphanumeric characters. If needed, use the code look-up table provided for the data element in the CAR to identify the appropriate code.

(B) The appropriate following code if a new award is associated with one of the following programs or activities:

(1) ZBL – for Performance-Based Logistics (PBL) support.

(2) ZRS – for Randolph-Sheppard Act dining facilities.

(3) ZBC – for Base Realignment and Closure (BRAC) environmental activities.

(4) ZDE – for Defense environmental and restoration programs.

(5) ZOP – for other environmental programs.

(6) ZSE – for Environmental Protection Agency (EPA) Superfund activities.

(7) ZSF – prescribed under a Status of Forces Agreement (SOFA).

(C) “000” if neither (1) or (2) in this section apply.

(v) Enter the country code where products were manufactured or performance of services occurred in the “Country of Product or Service Origin” data field. If needed, use the code look-up table provided for the data element in the CAR to identify the code for a country.

(vi) *Place of Manufacture.*

(A) Choose “Not a Manufactured End Product” when the procurement is for services or for unmanufactured end products (e.g., ores, food, animals).

(B) Choose “Manufactured Outside the U.S. – Use Outside the U.S.” when the procurement is for supplies acquired for use outside the United States.

(C) If the procurement is for supplies to be used inside the United States, choose one of the following:

(1) “Manufactured in the U.S.” when the supplies that are considered domestic end products (see FAR 25.101).

(2) “Manufactured Outside the U.S. – Trade Agreements” when the supplies are acquired subject to a Trade Agreement (see FAR 25.4) where the Buy American Act requirements have been waived.

(3) The exception to the Buy American Act that was used in the procurement when the supplies are considered foreign end products (see FAR 25.103):

- (i) “Manufactured Outside the U.S. – Public Interest.”
- (ii) “Manufactured Outside the U.S. – Domestic Nonavailability.”
- (iii) “Manufactured Outside the U.S. – Unreasonable Cost.”
- (iv) “Manufactured Outside the U.S. – Resale.”
- (v) “Manufactured Outside the U.S. – Commercial Information Technology.”

(vii) “Manufactured Outside the U.S. – Qualifying Country.” Only choose “Manufactured Outside the United States – Qualifying Country” if the country of product or service origin is one of the current qualifying countries at DFARS 225.003.

(vii) In the “Domestic or Foreign Entity” data field, choose the most applicable answer regarding the ownership of the contractor.

(viii) Indicate whether Government Furnished Property (GFP), (see FAR 45.101), is included on the award in the “GFE/GFP Provided Under This Action” data field.

(A) When reporting modifications to previously reported award, the CAR should carry the same value for this data element as was on the CAR for the initial award unless the modification itself is specifically adding GFP where the originally was none. There is no need to create a CAR solely to report the return of GFP at the end of performance.

(B) When reporting task, delivery, or call orders under indefinite-delivery contracts or agreements, this data element reflects whether GFP is or is not included specifically as a part of the order itself. The value for the underlying contract or agreement is collected separately.

(ix) For the “Description of requirement” data field

(A) Enter a short description of what is being procured by the action. This should be entered in plain English with no acronyms or military jargon such that the public can understand what is being acquired by the Department. Do not use national stock numbers, part numbers, or other identifiers without also including associated plain English descriptions.

(B) When reporting modifications, do not use this field to explain what type of procurement process is accomplished (e.g., exercise option year, incremental funding); continue to address what is being procured.

(C) When establishing a contract with an option or line item pursuant to DFARS 234.7202, also enter "831 Authority".

(x) For the "Recovered materials/sustainability" data field, choose the value from the list below that reflects the requirements of sustainability incorporated into the contract or order. If there is a combination of the attributes on the contract that does not exist in the list below, choose the one from the list that most closely reflects the situation on the contract.

(A) *FAR 52.223-4 included.* Use when the contract includes the requirement for recovered materials in accordance with FAR Subpart 23.4 and provision 52.223-4, Recovered Material Certification, was included in the solicitation.

(B) *FAR 52.223-4 and 52.223-9 included.* Use when the contract includes the requirement for recovered materials in accordance with FAR Subpart 23.1, provision 52.223-4 was included in the solicitation, and clause 52.223-9 is included in the contract.

(C) *No clauses included and no sustainability included.* Use when the contract includes neither requirements nor provisions/clauses for recovered materials or energy efficient or biobased.

(D) *Energy-efficient.* Use when the contract includes the requirement for energy-efficient products or sustainable products in accordance with FAR Subpart 23.1.

(E) *Biobased.* Use when the contract includes the requirement for biobased products in accordance with FAR Subpart 23.1.

(F) *Environmentally preferable.* Do not use.

(G) *FAR 52.223-4 and energy efficient.* Use when the contract includes the requirement for—

(1) Recovered materials in accordance with FAR Subpart 23.1 and provision 52.223-4 was included in the solicitation; and

(2) Energy efficient products or sustainable products in accordance with FAR Subpart 23.1.

(H) *FAR 52.223-4 and biobased* and energy efficient. Use when the contract includes the requirement for–

(1) Recovered materials in accordance with FAR Subpart 23.1 and provision 52.223-4 was included in the solicitation; and

(2) Biobased products in accordance with FAR Subpart 23.1.

(I) *FAR 52.223-4 and environmentally preferable*. Do not use.

(J) *FAR 52.223-4, biobased, and energy efficient*. Use when the contract includes the requirement for–

(1) Recovered materials in accordance with FAR Subpart 23.1 and provision 52.223-4 was included in the solicitation;

(2) Energy efficient products in accordance with FAR Subpart 23.1;  
and

(3) Biobased products in accordance with FAR Subpart 23.1.

(K) *FAR 52.223-4, biobased and environmentally preferable*. Do not use

(L) *FAR 52.223-4, biobased, energy efficient and environmentally preferable*. Do not use. Not used.

(14) *FPDS Entry – Competition Information Section*.

(i) *Solicitation procedures*. Select the appropriate entry from the following list:

(A) *Simplified Acquisition*. Report this code for competitive and noncompetitive contract actions that used simplified acquisition procedures in accordance with FAR part 13. However, if the action is noncompetitive and the reason for other than full and open competition is other than “Authorized by Statute,” “Authorized Resale,” or “SAP Noncompetition,” then enter “Only One Source Solicited” as the solicitation procedure. (Note that most times when in conflict, the reason for other than full and open competition takes precedence over the type of solicitation procedure used.)

(B) *Only One Source Solicited*. Use this code if no solicitation procedure was used or only one source is solicited for the action.

(C) *Negotiated Proposal/Quote*. Use this code for competitive contract actions that use negotiated procedures (FAR parts 12, 13, or 15).

(D) *Sealed Bid*. Use this code for contract actions using sealed bid procedures (FAR part 14).

(E) *Two Step*. Use this code for contract actions that use a combination of sealed bids and negotiated procedures (FAR 6.101).

(F) *Architect-Engineer FAR 6.102*. Use this code if the action resulted from selection of sources for architect-engineer contracts pursuant to FAR 6.101(b)(3).

(G) *Basic Research*. Use this code if the action resulted from a competitive selection of basic research proposals pursuant to FAR 6.101(b)(3).

(H) *Alternative Sources*. Use this code if the action resulted from use of procedures that provided for full and open competition after exclusion of sources to establish or maintain alternative sources pursuant to FAR 6.102.

(I) *Subject to Multiple Award Fair Opportunity*. FPDS will automatically populate this entry for orders placed against multiple award contracts (to include Federal Supply Schedules) and FAR part 8 BPAs (and orders issued under such BPAs that are subject to fair opportunity pursuant to FAR 16.507-2(a)(1)).

(ii) *Extent Competed*. Select the appropriate entry from the following list. The extent competed for any modification or order against a task order or delivery order contract pulls from the basic contract and is shown in the "Extent competed for referenced IDV" data field.

(A) *Competed under SAP*. Report this for competitive contract actions that were awarded using FAR part 13 Simplified Acquisition Procedures (i.e., solicitation procedures were "Simplified Acquisition").

(B) *Full and Open Competition (F&OC)*. Report this if the contract action resulted from an award pursuant to FAR 6.101(b)(1), Sealed bids; FAR 6.101(b)(2), Competitive proposals; FAR 6.101(b), Combination; or any other competitive method that did not exclude sources of any type.

(C) *F&OC after Exclusion of Sources*. Report this when sources are excluded before competition. (Note: This terminology is broader than FAR Subpart 6.1, which includes set-aside actions and actions to establish or maintain alternate sources, in that it also includes actions justified by a justification and approval that provided for competition).

(D) *Not Available for Competition*. Report this if the contract action is not available for competition (i.e., contract actions where the solicitation procedure was "Only One Source" and the reason not competed is "Authorized by Statute," "International Agreement," "Utilities," or "Authorized Resale.") Note that sole source awards for 8a firms, HUBZone firms, service-related disabled veteran-owned concerns, and women-owned small business concerns (including economically disadvantaged women-owned small business concerns) should always be identified as "Authorized by Statute" as the reason for other than full and open competition.

(E) *Not Competed under SAP*. Report this for non-competitive contract actions that were awarded using FAR part 13, Simplified Acquisition Procedures and (i.e., solicitation procedures were "Simplified Acquisition").

(F) *Not Competed*. Report this when the contract action is not competed and the solicitation procedures are “Only One Source.”

(iii) *Type of Set-Aside*.

(A) If the contract action is a result of a set-aside or sole source authorized under part 19 of the FAR, choose the applicable value. In order to indicate a FAR part 19 set-aside or sole source on an order under a multiple-award contract, see paragraph (vii) of this section.

(B) Note that the type of set-aside is collected on the original award. In the case of a task or delivery order being reported, the user will see the type of set-aside from the original contract in the “Type Set Aside” data element. The “Type of Set-Aside Source” data element is system generated to indicate whether the data in the “Type Set Aside” data element was entered on the specific CAR being viewed or if it was pre-populated from the original contract award.

(iv) *SBIR/STTR*. Ensure the “SBIR/STTR” data field is completed if the contract action is a result of a Small Business Innovative Research (SBIR) or Small Technology Transfer Research (STTR) Program. SBIR and STTR Phase III awards require that a previous SBIR or STTR award exists.

(v) *Other than Full and Open Competition*.

(A) *Simplified Acquisition Procedures (SAP)*. Select only “SAP Non-Competition,” “Authorized by Statute” if a sole source set-aside must also be noted, or “Authorized for Resale” when the award is noncompetitive and simplified acquisition procedures were used. Do not choose other values from the list.

(B) *Other than Simplified Acquisition Procedures*. Select from available values the one that matches the FAR part 6 authority referenced in the Justification & Authorization document for using other than competitive procedures. Do not choose “SAP Non-competition.”

(C) *Acquiring Products or Services from Afghanistan*. Do not use.

(vi) *Fair Opportunity/Limited Sources*. This field is the basis for determining whether competition is provided for on orders placed against multiple-award contracts (to include DoD contracts, Governmentwide Acquisition Contracts, Federal Supply Schedules, and BPAs issued under the Federal Supply Schedules). If a Federal Supply Schedule contract or a Governmentwide multiple-award contract is not coded as a multiple-award vehicle, thereby preventing completion of this field, the FPDS user should advise the agency FPDS so that the contracting office for the multiple-award contract can be notified and pursue correction.

(A) *Urgency*. Report this if the action was justified pursuant to FAR 8.102 or 16.507-6(b)(1).

(B) *Only One Source*. Other – Report if the action was justified pursuant to FAR 6.103-1, FAR 12.102, or 16.507-6(b)(2).

(C) *Follow-On Delivery Order Following Competitive Initial Order.* Report this if the action was justified pursuant to FAR 8.405-6(a)(1)(i)(C) or 16.507-6(b)(3).

(D) *Minimum Guarantee.* Report this if it was necessary to place an order to satisfy a minimum amount guaranteed to the contractor. See FAR 16.507-6(b)(4).

(E) *Other Statutory Authority.* Report this if a statute expressly authorizes or requires that the purchase be made from a specified source. See FAR 16.507-6(b)(5).

(F) *Fair Opportunity Given.* Report this if fair opportunity was given pursuant to FAR 16.505(b)(1).

(G) *Competitive Set-Aside.* Report this if the order was set aside pursuant to FAR part 19, and a sub-set of multiple-award contract holders meeting the set-aside criteria were provided fair opportunity to submit an offer. If this value is selected, also choose the appropriate set-aside in the "Type of Set-Aside" field. Do not select this value if the original multiple award contract itself was set-aside or partially set-aside.

(H) *Sole Source.* Report this if the order was issued pursuant to FAR part 19 and awarded to a single contract holder meeting the socio-economic criteria without providing fair opportunity to other multiple-award contract holders. If this value is selected, also choose the appropriate value in the "Type of Set-Aside" field.

(vii) If an award did not provide for full and open competition; or in the case of simplified acquisition, did not provide the maximum extent of competition practicable; select the value in the "Other Than Full and Open Competition" field that represents the justification used.

(viii) In the "Commercial Product or Commercial Service Acquisition Procedures" data field, indicate whether commercial procedures were—

(A) Used for commercial products or commercial services;

(B) Used for supplies or services pursuant to FAR 12.001(b) and (c); or

(D) Not used.

(ix) In the "Simplified Procedures for Certain Commercial Products or Commercial Services" data field, indicate if the contract action utilized procedures under FAR subpart 12.2.

(x) In the "A-76 Action" data field, indicate if the contract action resulted from an A-76 / FAIR Act competitive sourcing process. Note, however, that DoD is currently under a moratorium from procuring services using these procedures. See PGI 207.170 for more information.

(xi) In the “Local Area Set Aside” data field, indicate if the contract action resulted from a local area set-aside in accordance with FAR 26.202.

(xii) In the “FedBizOpps” data field, enter “Yes” if the award was greater than \$25,000 in value and subject to FAR 5.1 synopsis requirements. Enter “No” if the award was greater than \$25,000 in value, but an exception to synopsis requirements applied. Enter “Not Applicable” if the award was less than or equal to \$25,000 in value.

(xiii) *Number of Offers.*

(A) Enter the specific number of offers received in response to the solicitation. In the case of contracts awarded as a result of a Broad Agency Announcement, enter the number of proposals received under the specific announcement. In the case of orders under a multiple-award contract (including Federal Supply Schedules and GWACs), BOAs, and BPAs, enter the number of offers received for the specific order.

(B) Note that the “Number of Offers Received” is collected on the original award. In the case of a task or delivery order being reported, the user will see the number of offers from the original contract in the “IDV Number of Offers” data element. The “Number of Offers Source” data element is system generated to indicate whether the data in the “Number of Offers Received” data element was entered on the specific CAR being viewed or if it was pre-populated from the original contract award.

(15) *FPDS Entry – Preference Programs / Other Data Section.*

(i) *Contracting Officer’s Business Size Selection—*

(1) When entering a new contract, purchase order, or agreement award in FPDS, contracting officers must ensure they appropriately choose “Small Business” or “Other than Small Business” in the “Contracting Officer’s Determination of Business Size” data field according to the NAICS code applied to the award, its associated size standard, and the contractor’s response to provision 52.219-1. The contracting officer must enter “Other than Small Business” for awards where the contractor has not certified to its status in one of these provisions.

(2) If the “Contracting Officer’s Determination of Business Size” data field is completed with “Small Business”, the contractor’s other socio-economic information that it has entered or the Small Business Administration (SBA) has provided to the System for Award Management (SAM) database will be included in the contract action report. This includes designations such as SBA-Certified 8(a), Women-owned Small Business, Service Disabled Veteran Owned.

(3) Contracting officers will not be allowed to identify types of set-asides in FPDS unless the “Contracting Officer’s Determination of Business Size” field is completed with “Small Business,” and other required socio-economic designations are present in the Contractor’s SAM record (e.g., contractor must have the SBA-Certified 8(a) designation in order to identify an 8(a) type set-aside in FPDS).

(4) All subsequent modifications and delivery orders under the initial award will be automatically populated with the same designations.

(B) *Subcontracting Plan*. Select whether a subcontracting plan is required for the contract action, and, if so, which type applies from the following values:

- (1) Plan Not Required;
- (2) Plan Not Included, No Subcontracting Possibilities;
- (3) Individual Subcontracting Plan;
- (4) Commercial Subcontracting Plan; or
- (5) DoD Comprehensive Subcontracting Plan.

(d) *Reporting modifications to FPDS*.

(1) Modifications against previously reported contracts, agreements, and orders are required to be reported to FPDS if they include any obligation or deobligation amount. They are also required to be reported to FPDS if there is no obligation or deobligation amount and involve a change to the data reported in any data field in the contract action report (e.g., vendor name, completion date, place of performance).

(2) Contracting officers should choose the "Reason for Modification" value that best represents the purpose of the modification action. If more than one reason for modification applies, choose the more specific value. When a name, address, UEI, or CAGE code change occurs as the result of the modification, choose "Novation," "Vendor UEI Change," or "Vendor Address Change," per the instructions at paragraphs (d)(5), (6), and (7), rather than other values that may also apply to the action (e.g., Exercise Option).

(3) Do not use "Close Out" as the reason for modification in FPDS unless the modification being reported actually accomplishes the close out of the award.

(4) DoD offices must not use the "Transfer Action" value in the "Reason for Modification" field unless transferring the contract to a non-DoD contracting office (e.g., Department of Interior).

(5) Modifications for novations (see FAR Subpart 42.9 and DFARS subpart 242.9) must use "Novation Agreement" in the "Reason for Modification" field.

(i) When this value is used, the contracting officer must enter the appropriate UEI for the contractor in the modification contract action report. FPDS will then bring over the current vendor name and address from the contractor's SAM record for that UEI into the modification contract action report. Subsequent contract action reports will show the updated UEI and vendor name.

(ii) When this value is used, FPDS also allows the contracting officer to update the "Contracting Officer's Determination of Business Size" data field. The contracting officer must ensure that the contractor's current size status is appropriately recorded on the modification contract action report. Subsequent contract action reports

will reflect the size entered on this modification contract action report (see FAR subpart 19.301).

(6) Modifications for contractor name changes that do not require a novation (see FAR Subpart 42.9 and DFARS Subpart 242.9) must use "Vendor UEI Change" in the "Reason for Modification" field. When this value is used, the contracting officer must enter the appropriate UEI for the contractor in the modification contract action report. FPDS will then bring over the current vendor name and address from the contractor's SAM record for that UEI into the modification contract action report. Subsequent contract action reports will show the updated UEI and vendor name.

(7) Modifications for contractor address changes that do not require a novation must use "Vendor Address Change" in the "Reason for Modification" field. When this value is used, FPDS will bring over the current address from the contractor's SAM record into the modification contract action report. Subsequent contract action reports will show the updated address.

(8) Modifications for re-representation actions (see FAR 19.301(a) and 19.301(c)) must use either "Re-representation" or "Re-representation of Non-Novated Merger/Acquisition", as appropriate, in the "Reason for Modification" field. When this value is used, FPDS allows the contracting officer to update the "Contracting Officer's Determination of Business Size" data field. The contracting officer must ensure that the contractor's current size status is appropriately recorded on the modification contract action report. Subsequent contract action reports will reflect the size entered on this modification contract action report.

(9) When a modification is reported with "Termination for Default" or "Termination for Cause" in the "Reason for Modification" data field, the user must also report the termination to the Federal Awardee Performance and Integrity Information System (FAPIIS) contained at <https://sam.gov/fapiis> in accordance with FAR 42.1103(g) requirements.

*(e) Reporting awards where the GPC is both the method of purchase and payment.*

(1) Do not report open-market purchases (i.e., not under a Federal Supply schedule, agreement, or contract) made with the GPC valued less than the micro-purchase threshold to FPDS.

(2) Purchases made using the GPC as the method of both purchase and payment under federal schedules, agreements, or contracts are required to be reported to FPDS regardless of value. Contracting offices must ensure all such purchases made by their authorized cardholders are reported to FPDS at least monthly. Any individual purchase valued greater than \$25,000 must be reported individually to FPDS. For individual purchases valued less than \$25,000, there are three acceptable methods for reporting to FPDS. They are, in preferred order of use—

(i) Report each order individually to FPDS;

(ii) Report a consolidated express report to FPDS using the delivery order or BPA call format that references the individual contract or BPA, respectively; or

(iii) Report a consolidated express report to FPDS using the purchase order format that uses the generic UEI R5NWZ87HPLX4 for “GPC Consolidated Reporting” or U9X7H1UVY6U5 for “GPC Foreign Contractor Consolidated Reporting”, as appropriate, as the identifier. Note that when a generic UEI is used to report these actions, only “Other than Small Business” is allowed as the “Contracting Officer’s Determination of Business Size” selection.

(3) For orders placed on FedMall, contracting officers are not required to separately report such awards to FPDS.

(f) *Using generic entity identifier .*

(1) Generic entity identifiers may only be used for reporting to FPDS in accordance with FAR 4.301(e) or paragraph (c)(5)(ii)(C) of this section. Note that if a generic entity identifier is used on the report to FPDS, systems that prepopulate data based on the UEI reported to FPDS may not be able to use the UEI for further reporting on that contract action because the contractor identification information is not accurately reflected. For example, assessing officials cannot report past performance reports to the Contractor Performance Assessment Reporting System (CPARS) (see FAR Subpart 42.11) if a generic entity identifier was used to report the action to FPDS. Additionally, some reporting requirements placed on the contractor, such as subcontract reporting required by FAR subparts 4.3 and 19.2, are not able to be completed. Therefore, it is important that the use of generic UEIs in reporting to FPDS be rare and only when necessary.

(2) The following generic entity identifiers are available for use in contract reporting only if the conditions in FAR 4.301(e) or paragraph (5)(ii)(C) of this section apply:

(i) Generic entity identifier LX9KAH68DKV5 – Student Workers in Laboratories. Used to report actions awarded to student workers providing goods/services in Government laboratories (or other Government facilities) when obtaining a UEI would place a financial hardship on the student. Corresponding CAGE code in the System for Award Management (SAM): 35HL9.

(ii) Generic entity identifier LN9PU5M2YZN5 – Miscellaneous Foreign Awardees. Used to report actions awarded to vendors located outside the United States providing goods/services when a specific UEI is not available. Corresponding CAGE code in SAM: 35KC0.

(iii) Generic entity identifier L2UVLEUTJU39 – Spouses of Service Personnel. Used to report actions awarded to service personnel dependents located and providing goods/services outside the United States when obtaining a UEI would place a financial hardship on the dependent. Corresponding CAGE code in SAM: 3JDV7.

(4) Generic entity identifier KBD2CJ5JXJV5 – Navy Vessel Purchases In Foreign Ports. Used to report actions awarded to vendors located outside the United States providing goods/services in support of vessels located in foreign ports when a specific UEI is not available. Corresponding CAGE code in SAM: 35KD3.

(5) Generic entity identifier JKRMS84PMND5 – Foreign Utility Consolidated Reporting. Used to report procurement actions awarded to vendors located outside the United States providing utilities goods/services when a specific UEI is not available. Corresponding CAGE code in SAM: 3JDX5.

(6) Generic entity identifier KA5HQCLKUVW1 – Domestic Awardees (Undisclosed). Used to report actions awarded to vendors located in the United States where identifying the vendor could cause harm to the mission or the vendor (for example, domestic shelters). Corresponding CAGE code in SAM: 3JEH0.

(7) Generic entity identifier NN2NGPDNCK23 – Foreign Awardees (Undisclosed). Used to report actions awarded to vendors located outside the United States when identifying the vendor could cause harm to the mission or the vendor. Corresponding CAGE code in SAM: 3JEV3.

(8) Generic entity identifier R5NWZ87HPLX4 – GPC Consolidated Reporting. Used to report orders and calls issued via the GPC under indefinite-delivery type contracts and agreements to businesses located in the United States, and the UEI for the vendor is not available to the office reporting the action. Corresponding CAGE code in SAM: 3JDW4.

(9) Generic entity identifier U9X7H1UVY6U5 – GPC Foreign Contractor Consolidated Reporting. Used to report orders and calls issued via the GPC under indefinite delivery type contracts and agreements to businesses located outside the United States, and the UEI for the vendor is not available to the office reporting the action. Corresponding CAGE code in SAM: 3JDV9.

(g) *Contract Action Report Status.*

(1) The “Status” data element on contract action reports indicates whether an award is still open or officially “closed” and applies to the family of actions comprising the contract or order (i.e., includes all modifications to that contract or order). Values in this field will either be null (blank), indicating that the contract is still open; or “Closed,” indicating the contract or order has completed closeout activities in accordance with FAR 4.308, as supplemented. Awards without the “Closed” status are assumed to still be open and either still within the established delivery dates or period of performance, or in a post-performance period preparing for closeout.

(2) The “Status” is changed to “Closed” in one of three ways:

(i) User reports a modification using “Closeout” in the “Reason for Modification” field. This should be rare and only occur when a modification being issued actually closes the award in that modification (not just prepares for it). If a contract action report is finalized with “Closeout” as the value, it will no longer be able to be corrected by the user. Users will need to contact the FPDS help desk to perform any corrections.

(ii) User with “Closeout” privileges in FPDS marks the award as closed. This will be rare in DoD; only the DoD and Service lead system administrators will be given these privileges.

(iii) An agency system sends a “Close” notice via web services to FPDS.

(3) When the “Status” is changed to “Closed” that status is applied to the contract or order and all of its subsequent modifications. Closed notices received for task, delivery, and call orders placed under IDCs or agreements do not cause the IDC or agreement to be closed. Closed notices received for IDCs or agreements do not cause task, delivery, and call orders placed under them to be closed.

(4) Once a contract or order, and its modifications, has been marked as “Closed” the user or agency cannot change the status and will need to contact the FPDS help desk to remove the status if it was marked in error.

**PGI 204.303 Service contracts inventory.**

**PGI 204.303-70 DoD reporting thresholds.**

(b)(2) Contracts or task orders that meet the threshold at DFARS 204.303-70(b)(1) and are assigned the following Product Service Codes require service contract information to be reported in the System for Award Management:

Portfolio Group	First 2 Digits	Last 2 Digits		
<b>Logistics Management Services</b>	M1	GA GD GZ		
	R6	02 04 13		
	R7	06		
	S2	15		
	V0	01-03		
	V1	19		
	V3	01-02		
	W0	81		
<b>Equipment Related Services</b>	H1	10-20 22-26 28-32 34-49 51-56	65-69 71 73-75 77-81 85	87-88 91 93-96 99
	H2	10-20 22-26 28-32 34-49 51-53	55-56 65-69 71 73 76-81	83-85 87-88 91 93-96 99
	H3	10-20 22-26 28-32 34-49	51-56 65-69 73-81 83-85	87-89 91 93-96 99

Attachment A2  
DARS Tracking Number: O0043  
Revolutionary Federal Acquisition Regulation (FAR) Overhaul Part 4  
Defense FAR Supplement (DFARS) Part 204

Portfolio Group	First 2 Digits	Last 2 Digits		
	H9	10-20 22-26 28-32 34-49 51-56	65-69 71 73-81 83-85	87-89 91 93-96 99
	J0	10-20 22-26 28-32 34-40 42 43-49	51-56 62 66-69 73 77-81	83-85 87 89 91 93-96 99
	J9		98-99	
	K0	10-20 22-26 28-32 34-40 42 43-49	51-53 55-56 62 66-69 73 77-81	83 85 87 91 93-96 99
	L0	10-20 22-26 28-32 34-49 51-56	66-69 73 77-81 84-85	87-89 91 93-96 99
	N0	10-20 22-26 28-32 34-40 42-44 46-49	51-55 62 66-69 73 77-81 83-85	87 89 91 93-96 99
	P1 P2 P3		00	
	P9		99	
	W0	10-20 22-26 28-32 34-37 39-40 42-44 46-49	51-53 60 66 68-69 73 77	80 83 89 91 93-96 99
	<b>Electronics and Communications</b>	D3		01-22 24-25 99
H1 H2 H3 H9			58-63 70	

Attachment A2  
DARS Tracking Number: O0043  
Revolutionary Federal Acquisition Regulation (FAR) Overhaul Part 4  
Defense FAR Supplement (DFARS) Part 204

Portfolio Group	First 2 Digits	Last 2 Digits		
	N0			
	J0	58-61 63 70 99		
	K0 W0	58-61 63 70		
	L0	58-61 62-63 70		
	R4	1330		
	S2	06 11		
<b>Knowledge Based Services</b>	AA AE	16 26 36 96		
	AB AH AS	16 26	36 46	96
	AC AD	16 26 36	46 56	66 96
	AF AK AM AZ	16		
	AG AN AT	16 26 36	46 56 66	76 86 96
	AJ AV	16 26 36	46 56 66	76 96
	AL	16 26 96		
	AP	26 36 46	56 66	76 96
	AQ	16 96		
	AR	16 26 36	46 66	76 96

Portfolio Group	First 2 Digits	Last 2 Digits		
	B5	02-07 09-10 13	16-22 24-30 32-34	37-55 99
	G0	01-10 99		
	R4	01-02 04-06 08 10-12	14 16 18 20	22-29 31 97-99
	R6	03 05-12 14-15 99		
	R7	01-05 07-13 99		
	T0	01-16 99		
	U0	01-14 99		

**PGI 204.304 System For Award Management.**

**PGI 204.304-70 Procedures.**

The System for Award Management (SAM) website at <https://www.sam.gov> provides useful documents and online training to assist with SAM navigation and data entry. User guides and demonstration videos can be found on the SAM homepage, the SAM Help section located at the top of the website homepage, and the Federal Service Desk (FSD) website at <https://www.fsd.gov>.

(a) Use SAM as the primary source of contractor information for contract award and administration, to include supporting contract writing, management, and administration systems. Do not request or use contractor information from other sources, unless another source is specifically authorized. At a minimum, supporting systems must use SAM as the authoritative source for the following data elements, as applicable by system, when SAM is required in accordance with FAR 4.304:

- (1) Unique entity identifier (UEI).
- (2) Commercial and Government Entity (CAGE) code.
- (3) Taxpayer Identification Number (TIN).
- (4) Legal business name.
- (5) Doing business as (DBA) name.

(6) Physical address.

(7) Mailing address.

(8)(i) Electronic Funds Transfer (EFT) information (includes American Banking Association (ABA) routing number, account number, and account Type) and any additional EFT indicators.

(ii) Ensure that SAM nondisclosure requirements regarding TIN and EFT information are followed.

**PGI 204.308 Contract closeout.**

**PGI 204.308-170 Procedures for closing out contract files.**

(a) Data supporting contract closeout (e.g., DD Form 1594, Contract Completion Statement) are electronically transmitted throughout DoD. Defense Logistics Manual 4000.25, Defense Logistics Management Standards (DLMS), Volume 7, Contract Administration, Chapter 4, Contract Completion Status Reporting, available at <https://www.dla.mil/Defense-Data-Standards/Publications/Vol-7-Administration/>, contains detailed instructions regarding closeout and electronic data transmission.

(1) The administration office closeout date for file purposes will be the date in Block 9d of the DD Form 1594 or agency equivalent.

(2) If the contracting office must do a major closeout action that will take longer than 3 months after the date shown in Block 9d of the DD Form 1594—

(i) The purchasing office closeout date for file purposes will be the date in Block 10e of the DD Form 1594 or agency equivalent; and

(ii) The contracting office must notify the contract administration office of the revised closeout date by either sending a copy of the completed DD Form 1594 or by electronically transmitting the data.

(3) Completion of block 10 is not required, when the contracting office accepts the closeout date in block 9d of the DD Form 1594 (or agency equivalent) and the contract completion statement is posted to the Electronic Data Access (EDA) system as required by PGI 204.271.

(4) Closeouts posted to EDA are considered part of the contract file and do not need to be duplicated in any other version of the contract file.

(5) A contract modification is not needed to deobligate excess funds when block 5 is completed, and this deobligation will occur upon distribution of the contract completion statement. Send a notification and a copy of the contract completion statement to the comptroller to allow general ledger reconciliation.

(6) A contract qualifies for an automated closeout process if the contract—

(i) Only has firm-fixed-price line items;

(ii) Does not exceed \$500,000; and

(iii) Does not include any of the following provision and clauses:

(A) FAR 52.211-11, Liquidated Damages—Supplies, Services, or Research and Development.

(B) FAR 52.216-7, Allowable Cost and Payment.

(C) FAR 52.227-9, Refund of Royalties.

(D) FAR 52.227-11, Patent Rights—Ownership by the Contractor.

(E) FAR 52.227-13, Patent Rights—Ownership by the Government.

(F) FAR 52.232-16, Progress Payments.

(G) FAR 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services.

(H) FAR 52.232-30, Installment Payments for Commercial Products and Commercial Services.

(I) FAR 52.232-32, Performance-Based Payments.

(J) FAR 52.245-1, Government Property.

(K) FAR 52.248-1, Value Engineering.

(iv) DoD components may add further limitations to ensure all contract requirements have been completed prior to closeout.

(v) Basic ordering agreements, blanket purchase agreements, and indefinite-delivery contracts can be automatically closed using automated contract closeout procedures after all orders are closed and the ordering period has expired.

(b) A department or agency requesting a waiver of any provisions of acquisition law or regulation to carry out the closeout procedures must forward the request and any supporting documentation to the Office of the Principal Director, Defense Pricing, Contracting, and Acquisition Policy (Contract Policy) via [osd.pentagon.ousd-a-s.mbx.dpc-cp@mail.mil](mailto:osd.pentagon.ousd-a-s.mbx.dpc-cp@mail.mil). The Principal Director, Defense Pricing, Contracting, and Acquisition Policy, will forward the request to USD(A&S), as appropriate.

**PGI 204.308-171 Procedures for closing out contract files- Governmentwide commercial purchase card as the sole payment.**

When the Governmentwide commercial purchase card is the sole method of payment—

(a) The contractor's final invoice is not required to close a contract or order; and

(b) The contract completion statement—

- (1) Does not require the final voucher number and date;
- (2) Does not require the final invoice number and date; however
- (3) Requires the final acceptance date.

(c) Additional guidance on the Governmentwide commercial purchase card can be found at <https://www.acq.osd.mil/asda/dpc/ce/pc/docs-guides.html>.

**PGI 204.308-2 Contract closeout by the office administering the contract.**

(a) Locally developed forms or a statement of completion may be used instead of the DD Form 1594, Contract Completion Statement, and use the administration office closeout date. Whichever method is used, the form must be retained in the contract file and copies sent to EDA and financial systems using the American National Standards Institute (ANSI) X12 Electronic Data Interchange (EDI) 567 transaction set.

(b) For contracts valued above the simplified acquisition threshold, prepare a DD Form 1597, Contract Closeout Check List (or agency equivalent), to ensure that all required contract actions have been satisfactorily accomplished.

**PGI 204.308-270 Closeout of the contracting office files if another office administers the contract.**

(a) When an office other than the contracting office administers the contract, the administering office must—

(1) Provide the contracting office an interim contract completion statement when the contract is physically completed using the ANSI X12 567;

(2) Prepare a DD Form 1597, Contract Closeout Check List or agency equivalent, if necessary, to determine that all the required actions have been completed;

(3) Initiate DD Form 1593, Contract Administration Completion Record, if necessary to obtain statements from other organizational elements that they have completed the actions for which they are responsible; and

(4) Upon final payment—

(i) Process a DD Form 1594 or the electronic equivalent verifying that all contract administration office actions have been completed; and

(ii) Send the original DD Form 1594 or the electronic equivalent to the contracting office for filing in the contract file and send a copy to EDA and financial systems using the ANSI X12 567.

(b) If the administrative contracting officer (ACO) cannot close out a contract within the specified time period (see FAR 4.308-2), the ACO must notify the procuring contracting officer (PCO) within 45 days after the expiration of the time period of—

- (1) The reasons for the delay; and
- (2) The new target date for closeout.

(c) If the contract still is not closed out by the new target date, the ACO must again notify the PCO with the reasons for delay and a new target date.

**PGI 204.70—RESERVED**

**PGI 204.71—RESERVED.**

**PGI 204.76—SUPPLIER PERFORMANCE RISK SYSTEM**

**PGI 204.7603 Procedures.**

The Supplier Performance Risk System (SPRS) provides item risk, price risk, and supplier risk assessment on end products and price risk and supplier risk assessment on services. SPRS provides item and price risk for end products using the material identifiers listed in paragraphs (a)(1)(i) through (v). SPRS also provides a supplier risk score for the contractor that provided the product or services. The contracting officer may consider item risk, price risk, and supplier risk assessments to determine the performance risk of the offeror or product and to assess the risk of ongoing contractor performance.

(a) *Item risk.*

(1) SPRS provides the contracting officer warnings and mitigation strategies for end products identified by military departments or defense agencies as high risk (due to diminishing manufacturing sources and material shortages, history of counterfeiting, etc.). End products are identified by one or more of the following material identifiers:

- (i) National Stock Number (NSN).
- (ii) Internet Blog Serial Number (IBSN).
- (iii) Universal Product Code (UPC).
- (iv) Global Standards 1 (GS1).
- (v) Manufacturer Commercial and Government Entity (CAGE) and part number.

(2) *Presolicitation.* For items identified as high risk in SPRS or by the requiring activity in purchase requests, the contracting officer must mitigate this risk by including a clause that addresses first article approval or certificate of conformance in the solicitation or by applying other risk mitigation strategies.

(b) *Price risk.* SPRS provides the contracting officer warning of possible over- or under-payment risks based on historical purchase data.

(c) *Supplier risk.* SPRS provides the contracting officer a score for the assessment of the contractor's performance. The supplier risk score includes data associated with the contractor's quality and delivery data.

(d) *Evaluation of quotations or offers for supplies.* During the evaluation of the offers received for supplies or services that contain supplies, the contracting officer must consider the risk assessments available in SPRS.

(e) *Award and documentation.*

(1) In determining a price fair and reasonable, the contracting officer must review the price risk data provided in SPRS and follow the procedures at FAR 12.203 or 15.4 to make an award decision. In the event that price risk has been identified, the contracting officer must perform further price analysis.

(2) In assessing offeror performance capabilities, the contracting officer must review the supplier risk data provided in SPRS and tailor the contract oversight for risk. Mitigate supplier risk by—

(i) Including clauses to strengthen oversight (e.g., a clause that addresses first article testing or certificate of conformance); and

(ii) Removing discretionary clauses to recognize successful performance (e.g., a clause that addresses first article testing).

(3) The contracting officer must document the contract file on any action taken as a result of information obtained from SPRS.