

Volume I - Parts 5301 to 5352

**DEPARTMENT
OF
THE
AIR
FORCE
FEDERAL
ACQUISITION
REGULATION
SUPPLEMENT**

Chapter 53

**DEPARTMENT OF THE AIR FORCE
FEDERAL ACQUISITION REGULATION**



PART 5301 - FEDERAL ACQUISITION REGULATIONS SYSTEM

[DAFFARS PART 5301 Knowledge Center](#)

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Subpart 5301.1 - PURPOSE, AUTHORITY, AND ISSUANCE

5301.101 Purpose

The Department of the Air Force Federal Acquisition Regulation Supplement (DAFFARS) establishes uniform policies and procedures for the Department of the Air Force (DAF) implementing and supplementing the Federal Acquisition Regulation (FAR), the Department of Defense FAR Supplement (DFARS), and other Department of Defense publications concerning contracting. DAFFARS Mandatory Procedures (MP) are companion resources arranged by parts, which correspond to the relevant FAR parts. Supplements to the DAFFARS and MPs are prohibited.

5301.104 Applicability

The DAFFARS applies to all DAF acquisitions as defined in part 2 of the FAR, except where expressly excluded.

5301.105-1 Publication and Code Arrangement

(a)(S-90) The DAFFARS is published on www.Acquisition.gov.

5301.170 Peer Reviews

(a) *DPC Peer Reviews.*

(2) To facilitate planning for and execution of DoD Peer Reviews (see [DFARS 201.170](#) for applicable competitive and noncompetitive thresholds), the SCO must use the [Peer Review and Clearance Forecasting Tool](#) to submit quarterly peer review forecasts by the 15th of March, June, September, and December each year. SAF/AQC will submit a consolidated forecast to DPC on behalf of the DAF at the end of each quarter. When DoD Peer Review is required, follow the procedures in 5301.9001 regarding clearance.

(b) To support DoD IP Cadre participation in DPC Peer Reviews, contracting officers shall obtain DAF IP Cadre (SAF/AQCC) feedback on draft RFPs before submission of the RFP for DPC Peer Review. Request DAF IP Cadre input by completing the [Cadre Support Request Intake Form](#) and submit to the [DAF IP Cadre Workflow](#).

(c) Component Peer Reviews. Pre-award peer reviews of solicitations for competitive procurements and pre-award peer reviews for non-competitive procurements not subject to the requirements of [DFARS 201.170\(a\)\(1\)\(i\) or \(ii\)](#) must be accomplished by complying with the clearance requirements in [DAFFARS 5301.90](#).

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Subpart 5301.2 - ADMINISTRATION

5301.201-1 The Two Councils

(d)(i) Proposed revisions to the FAR or the DFARS must be submitted through the SCO (or HCA for SSC, SpRCO and SDA) to [SAF/AQCP](#) in accordance with [DFARS 201.201-1\(d\)\(i\)](#).

5301.201-90 Maintenance of the DAFFARS

The DAFFARS is prepared and maintained by the Chief, Contract Policy & Field Support Division, Deputy Assistant Secretary (Contracting) (SAF/AQCP).

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Subpart 5301.3 - AGENCY ACQUISITION REGULATIONS

5301.301 Policy

(a)(1)(S-90) The DAFFARS is issued by the DAS(C), in coordination with the HCAs for SSC, SpRCO, and SDA, on behalf of the Senior Procurement Executive (SPE).

5301.304 Agency Control and Compliance Procedures

(c)(4) The use of nonstandard clauses requires an approved D&F addressing the criteria outlined in DFARS PGI 201.301(b)(iii). See the tailorable Non-Standard Clause Control Template. Approval for the use of a clause with no significant effect beyond the internal operating procedures of the agency or significant cost or administrative effect on contractors or offerors is one level above the contracting officer in accordance with the DAF Clause Control Plan

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Subpart 5301.4 - DEVIATIONS FROM THE FAR

5301.402 Policy

(2) Submit requests for deviations requiring OUSD(A&S)/DPC approval through the SCO to the [cognizant HCA workflow](#) for processing. See the tailorable [Deviation Request](#) template.

5301.403 Individual Deviations

(1)(i) SCOs are authorized to approve individual deviations except as described in (ii) below or as described in [DFARS 201.402\(1\)](#), [DFARS 201.403\(2\)](#) and [DPC directed data system requirements](#).

(ii) The cognizant HCA is the approval authority for individual deviations from [FAR 15.3](#), [DAFFARS 5315.3](#), and [MP5315.3](#). This approval authority is not further delegable. Requests must be submitted through the SCO to the [cognizant HCA workflow](#) for approval. When a proposed deviation, as described herein, also requires a waiver from [DFARS 215.3](#), *DoD Source Selection Procedures*, the waiver process in [MP5315.3](#), para 1.2.4., must also be followed.

5301.404 Class Deviations

(b)(i) USD(A&S)/DPC is the approval authority for any class deviation described in [DFARS 201.402\(1\)](#), class deviations from [DFARS 215.3](#), and class deviations that meet the criteria in [DFARS 201.404\(b\)\(ii\)\(A-D\)](#).

(ii) The cognizant HCA is the approval authority for class deviations from [FAR 15.3](#), [DAFFARS 5315.3](#), and [MP5315.3](#). Requests must be submitted through the SCO to the [cognizant HCA workflow](#) for approval.

(iii) SCOs are authorized to approve class deviations except as restricted by paragraphs (i) and (ii) above or DPC directed data system requirements. Class deviation approval authority is not further delegable.

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Subpart 5301.6 - CAREER DEVELOPMENT, CONTRACTING AUTHORITY, AND RESPONSIBILITIES

5301.601 General

(a)(i) See [MP5301.601\(a\)\(i\)](#) for the DAF Approval Authority Matrix.

5301.601-91 Department of the Air Force Contracting Self-Inspection Program

(a) The DAF Self-Inspection program assesses compliance with federal laws, regulatory policies, DoD and DAF directives, and instructions across the enterprise. It is also used to verify adequacy of contract preparation.

(b) SCOs will manage a self-inspection program, which includes both the assessment of individual contract files and the assessment of contracting management programs contained in the Management Internal Control Toolset (MICT) Self-Assessment Checklists (SACs) as required by [DAFI 90-302](#), The Inspection System of the Department of the Air Force, and the assessment of individual contract files. As a minimum, contracting offices must perform post-award self-inspections of individual contract files on an annual basis. The results of the assessment of contracting management programs contained in the SACs are reported in MICT by individual units. The results of self-inspection of individual contract files are not reported in MICT.

(c) For self-inspection of individual FAR-based contract files reviewed after award, to include Special Access Programs (SAP)/classified contract files, SCOs shall use the [Air Force Contracting Self-Inspection Checklist](#). For Contracting offices listed in KT FileShare (KTFS), the self-inspections shall be performed utilizing the KTFS Inspection tool beginning no later than 1 October 2024 in order to capture self-inspection results. For contracting offices not listed in KTFS, the self-inspection summary data shall be submitted into the AFMC/PKQ Automated Self-Inspection Reporting Tool (ASIRT). For SAP/classified contracts reviewed, releasable results shall be reported to SAF/AQCS via secure means for briefing to SAF/AQC.

(d) SCOs will ensure corrective actions are implemented as a result of any self-inspection findings. Contracting offices must have a documented program for self-inspection, to include a process for closing resolved findings in a timely manner, ensuring an effective level of review necessary to close a finding, and integrating findings and resolutions into unit training.

(e) SCOs must review 8% (5% for FY24 only) of their contract actions each fiscal year. Business/contract clearances shall not be counted towards meeting the required 8% of contracting actions reviewed. Maintaining a robust self-inspection program and sharing the data results will support a DAF-wide consolidated trend analysis report for the previous fiscal year. All reviews in KTFS, summary reporting in ASIRT, and SAP/classified reporting for the previous fiscal year must be completed by 15 February of each year.

5301.602-1 Authority

(a) Contracting officers are authorized to enter into and execute contracts funded either partially or completely with non-appropriated funds.

5301.602-2 Responsibilities

(c)(i) Legal Review

(A) Contracting officers must obtain legal advice during all phases of acquisitions. See the tailorable [Legal Review](#) template. In particular, contracting officers must obtain legal advice, coordination, and review from the supporting legal office for the following situations regardless of dollar amount, and if required elsewhere in regulation or policy:

- (1) When there is doubt or controversy about the interpretation or application of statutes, directives, and regulations;
- (2) When using or applying unique or unusual contract provisions;
- (3) When actions are likely to be subject to public scrutiny or receive higher-level agency attention;
- (4) Procurement integrity or organizational conflict of interest issues;
- (5) Source selection decisions and supporting documentation for actions accomplished pursuant to the requirements of [MP5315.3](#);
- (6) Issues dealing with licensing, technical data rights, and patents;
- (7) Ratifications
- (8) Termination for default/cause
- (9) Terminations for convenience, except cancellations or terminations of purchase orders;

(10) Individual or class deviations; and

(11) Any other legal issue at the discretion of the contracting officer or supporting legal office.

(B) Contracting officers must obtain legal review for all Justifications and Approvals (J&A) requests for actions expected to exceed \$750,000

(C) In addition to the general conditions identified in [DAFFARS 5301.602-2\(c\)\(i\)\(A\)](#), contracting officers must obtain legal review for the following actions that are expected to exceed \$5,000,000. Contracting officers shall exercise good judgement in seeking legal review if the total value of the contract action is less than the thresholds listed in this paragraph and guard against using reviews as a means of quality control.

(1) Solicitations and amendments, except administrative amendments;

(2) Proposed contracts and modifications;

(3) Orders for supplies or services issued under indefinite delivery type contracts ([FAR 16.5](#)), including Governmentwide Acquisition Contracts (GWACs), and Federal Supply Schedules (FSS), that require negotiation at the order level; and

(4) Orders under Blanket Purchase Agreements (BPA) established under FSS.

(5) The SCO and their local legal office may establish a different threshold than identified in (C) based on organizational needs. Thresholds should not be established below \$1,000,000 for Operational organizations and \$5,000,000 for Non-Operational organizations unless coordinated with the SCO and cognizant HCA.

(D) Legal review is not normally required for:

(1) Funding actions without any other changes;

(2) Unilateral exercise of pre-priced options that were reviewed and approved at the time of award of the basic contract; or

(3) Except as indicated at [DAFFARS 5301.602-2\(c\)\(i\)\(C\)\(3\)](#), order solicitations and orders issued against existing contracts in accordance with all terms and conditions of the basic contract.

(d) For Designation, Assignment, and Responsibilities of a Contracting Officer's Representative, see [MP5301.602-2\(d\)](#).

5301.602-3 Ratification of Unauthorized Commitments

(b) *Policy.*

(2) See [MP5301.601\(a\)\(i\)](#). See the [ratification approval template](#).

5301.603 Selection, appointment, and termination of appointment for contracting officers.

5301.603-1 General

The HCA designees delegated warranting authority in accordance with [MP5301.601\(a\)\(i\)](#) must select and appoint contracting officers and terminate their appointments in accordance with this section and [MP5301.603-90](#).

5301.603-2-90 Selection

See [MP5301.603-90](#), *Selection, Appointment, and Termination of Appointment of Contracting Officers* for mandatory procedures regarding the selection, appointment, and termination of contracting officers.

5301.603-3 Appointment

(b) Issuing authorities identified in 5301.603-1 above may delegate the purchase authority described in [FAR 1.603-3\(b\)](#) and [DFARS 201.603-3\(b\)](#), to DoD civilian employees and members of the U.S. Armed Forces, such as transportation personnel, medical supply personnel, librarians, and chiefs of construction management, provided:

(1) The written delegation specifies a dollar limit per transaction (e.g., per order, per call); the method(s) of award; and the supplies, equipment and/or non-personal services, to include construction, related to the individual's (e.g., GPC Cardholder, Field Ordering Officer, etc.) scope of duties that may be procured. For example, librarians may buy books, but not construction materials or services; and,

(2) Personnel have completed contracting training commensurate with the type of instrument(s) authorized to process and level of responsibility delegated.

5301.603-3-90 Field Ordering Officer Appointments.

(a) *Policy.* The issuing authority (see 5301.603-1) appointing a Field Ordering Officer (FOO) will state in the appointment letter that the FOO's authority may not be delegated further.

(b) Appointment and termination authority. An issuing authority may appoint in writing a FOO, pursuant to 5301.603-3, when the issuing authority determines that the appointment is essential for the operation of the contracting mission. The purposes for which an issuing authority may appoint a FOO are –

(1) To make purchases using imprest funds ([FAR 13.305](#), [DFARS 213.305](#));

(2) To make purchases using Standard Form 44 ([FAR 13.306](#), [DFARS 213.306](#));

(3) To place calls against Blanket Purchase Agreements where the agreement terms permit and provided all calls placed are within limitations specified in the agreement and FOO letter of appointment ([FAR 13.303](#), [DFARS 213.303](#), [DAFFARS 5313.303-5](#)); and,

(4) To place orders against indefinite delivery contracts awarded by a contracting officer, where the contract terms permit and provided all orders placed are within limitations specified in the contract and FOO letter of appointment ([FAR 16.505](#), [DFARS 216.505](#), [DAFFARS 5316.505](#)).

(c) Responsibilities of issuing authority.

(1) Training and orientation. The issuing authority will orient and instruct FOOs in person or in writing regarding –

(i) The proper procedure(s) the issuing authority will authorize the FOO to use;

(ii) The standards of conduct prescribed in the Joint Ethics Regulation ([DoD 5500.7-R](#)) and the procurement integrity provisions at [FAR 3.104](#); and

(iii) The preparation and submission of documentation for purchase and contract actions.

(2) Surveillance. Surveillance activities must be conducted by the issuing authority or delegated to a warranted contracting officer. Surveillance activities include:

(i) Technical supervision of FOOs;

(ii) One hundred percent (100%) surveillance on all transactions not later than 30 days after the date of the transaction, and all FOO program records no less than annually. Document inspection findings (monthly and annually) and include specific comments as to whether the FOO is –

(A) Operating within the scope and limitations of authority delegated and [FAR subpart 3.1](#);

(B) Maintaining the standards of conduct prescribed in [DoD 5500.7-R](#);

(C) Engaging in improper practices, including but not limited to splitting purchase transactions to avoid monetary limitations or delegating authority to others; and

(D) Submitting correct and timely documentation for reporting purposes.

(iii) Document any instances of a FOO violating limitations of appointment and not promptly correcting violations or deficiencies noted in inspections or reviews;

(iv) Terminate the FOO's appointment when the issuing authority has lost confidence in the FOO's ability to adhere to limitations of appointment and/or documentation requirements; and

(v) Retain copies of inspection and review findings for three years in the FOO's and issuing authority (or warranted contracting officer, if delegated) files.

(3) Termination.

(i) A FOO's appointment will remain in effect until the FOO leaves their position via reassignment or termination, or the issuing authority terminates the appointment.

(ii) Issuing authorities will terminate FOO appointments in writing. Issuing authorities will not revoke an ordering officer appointment retroactively.

(d) Procedures. Issuing authorities will –

(1) Appoint FOOs by a letter of appointment containing at a minimum the details prescribed at 5301.603-3(b)(1) and listing the purpose(s) for appointment (5301.603-3-90(b)), using a template substantially the same as the ones provided in the [AFICC FOO Guidance](#), tailored to fit the circumstances of the appointment;

(2) Maintain the file of appointments;

(3) Maintain purchase and surveillance documentation;

(4) Require individuals appointed as FOOs to acknowledge receipt of their letters of appointment and/or termination in writing; and

(5) Distribute appointment and/or termination letters to FOOs, contractors, imprest fund cashiers, disbursing officers and other interested personnel as necessary.

5301.670 Appointment of Property Administrators and Plant Clearance Officers

(a) When the DAF retains contract administration, the PCO must select, appoint, or terminate (in writing) property administrators and plant clearance officers. One level above the PCO shall approve any of these appointments.

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Subpart 5301.7 - DETERMINATIONS AND FINDINGS

5301.707 Signatory Authority

- (a) Determinations and Findings (D&F) requiring SPE, Service Acquisition Executive (SAE), or higher-level approval must be coordinated with the cognizant HCA by submission through the SCO to the [cognizant HCA workflow](#).
- (b) The contracting officer must submit D&Fs requiring HCA approval to the [cognizant HCA workflow](#) after coordination by the SCO.
- (c) D&Fs involving small business matters must be coordinated with local Small Business Professional and/or MAJCOM/FLDCOM/DRU Center Small Business Director, as appropriate, and, at SAF level, with SAF/SB when HCA approval or coordination is required.

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Subpart 5301.90 - CLEARANCE**5301.9000 Definitions**

As used in this Subpart-

"Begin negotiations" means, for the purpose of noncompetitive contract actions, starting discussions with an offeror for the purpose of reaching agreement on all aspects of the proposal. Initiation of audits and fact-finding necessary to evaluate the proposal and develop the Government's negotiation objective do not constitute negotiations.

"Business Clearance" means:

- (a) For competitive acquisitions, approval to issue the solicitation.
- (b) For noncompetitive contract actions, approval to begin negotiations.
- (c) For Broad Agency Announcements (BAAs) and Commercial Solutions Openings (CSOs) expected to result in a FAR-based award, if the total value of awards under a BAA or CSO is anticipated to be greater than or equal to the clearance threshold, approval to begin negotiations.
- (d) For Architect-Engineer Services under [FAR 36.6](#), approval to begin negotiations.

"Clearance Approval Authority (CAA)" means the individual identified at 5301.9001(b)(2) and 5301.9001(b)(3), unless otherwise directed. The CAA must be distinct from the contracting officer responsible for the contract action. When a contracting official is the Source Selection Authority (SSA), the CAA must be a level above the contracting official. If the SCO or their deputy is the SSA, the CAA must be the cognizant HCA.

"Clearance Review" means the independent review performed by the designated CR office or as otherwise selected by the CAA.

"Clearance Reviewer (CR)" means the independent reviewer and the primary advisor to the CAA for clearance. The CR ensures the CAA has the information needed to make an informed decision. The CR identifies deficiencies, assists in resolution, and advises the CAA as appropriate. When the CR is not from the designated CR office and is selected by the CAA, the CR must be an experienced contracting professional, a Government employee, and must not review their own contract action.

"Contract action" means

- (a) An action intended to result in award of any contract or modification of any contract.
- (b) An action intended to result in definitization of an undefinitized contract action (UCA), an undefinitized change order, or an undefinitized long lead contract.
- (c) An action intended to result in the pricing of:
 - (1) an unpriced option or an option with a not-to-exceed price;
 - (2) a provisioned items order (PIO);
 - (3) an unpriced order under a BPA or FSS contract, including a Governmentwide Acquisition Contract (GWAC); or
 - (4) a noncompetitive task order or delivery order under a single or multiple award indefinite delivery-type contract.
- (d) An action intended to result in issuance of a modification implementing a unilateral price determination.
- (e) An order issued under Basic Ordering Agreement (BOA).
- (f) An action intended to result in the exercise of an option when the option exercise is not in accordance with the previously approved pricing arrangement or other contract terms and conditions.
- (g) A competitive solicitation issued or a competitive order awarded in accordance with [FAR 8.4](#), [13](#), or [16.5](#) against an existing Multiple Award Contract (MAC) Indefinite-Delivery Indefinite-Quantity (IDIQ), GWAC, or FSS contract that requires either one or both of the following:
 - (1) Establishment of specific criteria for the evaluation of proposals and selection of the awardee for the order;
 - (2) Addition of any terms or conditions that are not included in the basic IDIQ contract, and/or changes to the existing terms or conditions of the basic IDIQ contract (except for provisions/clauses required by the FAR, DFARS, or DAFFARS).
- (h) Contract actions excluded from business or contract clearances are:
 - (1) An action that creates a UCA, undefinitized change order, or undefinitized long lead contract.
 - (2) A modification for the payment of an incentive or award fee that is in accordance with the terms and conditions of the incentive plan or award fee plan.
 - (3) A funding modification.
 - (4) An administrative modification.
 - (5) A modification solely for changes as a result of Service Contract Labor Standards statute wage rates/fringe benefits or Fair Labor Standards Act minimum wages.

(6) A competitive solicitation issued or a competitive order awarded in accordance with [FAR 8.4](#), [13](#), or [16.5](#) against an existing MAC IDIQ, GWAC, or FSS contract that does not require either one or both of the following:

- (i) Establishment of specific criteria for the evaluation of proposals and selection of the awardee for the order;
- (ii) Addition of any terms or conditions that are not included in the basic IDIQ contract, and/or changes to the existing terms or conditions of the basic IDIQ contract.

“Contract Clearance” means:

- (a) For a competitive acquisition conducted without discussions, approval by the CAA for the SSA to make the decision to award.
- (b) For a competitive acquisition with discussions –
 - (1) Approval by the CAA for the SSA to request final proposal revisions in accordance with [FAR 15.307](#); and
 - (2) Approval by the CAA for the SSA to make a source selection decision.
- (c) For a noncompetitive contract action, approval by the CAA to award the contract action.
- (d) For a BAA, approval to award the contract action.
- (e) For a FAR 16.5 acquisition included in the definition of contract action above:
 - (1) Approval by the CAA for the SSA to request final proposal revisions (if applicable); and
 - (2) Approval by the CAA for the Fair Opportunity Decision Authority to make a selection decision.

5301.9001 Objectives, Approval Thresholds, and Procedures

- (a) Clearance Objectives. The objectives of the business and contract clearance process are to ensure that:
 - (1) Negotiations and contract actions effectively implement approved acquisition strategies;
 - (2) Negotiations and contract actions result in fair and reasonable business arrangements;
 - (3) Negotiations and contract actions are consistent with laws, regulations, and policies; and
 - (4) An independent review and assessment by the clearance authority for the proposed contract action is accomplished.
- (b) Clearance Approval Thresholds. Business and contract clearance are required for actions greater than or equal to \$10M for Enterprise / PEO (Systems) and \$5M for Operational. Contract value is determined by the definition on FAR 1.108(c).
 - (1) When the HCA is SAF/AQC, use the clearance approval thresholds in Table 1 below.

Table 1 – When the HCA is at SAF/AQC			
CAA	Operational	Enterprise	PEO (Systems)
HCA	≥ \$1B	≥ \$1B	≥ \$1B
SCO	> \$10M to < \$1B	> \$50M to < \$1B	> \$100M to < \$1B
COCO	> \$5M to ≤ \$10M	> \$10M to ≤ \$50M	> \$10M to ≤ \$100M

- (2) When the HCA is at SDA, SpRCO, or SSC, use the clearance approval thresholds in Table 2 below.

Table 2 – When the HCA is at SDA, SpRCO, or SSC			
CAA	Operational	Enterprise	PEO (Systems)
Cognizant HCA	Special interest only	Special interest only	Special interest only
SCO	> \$10M	> \$1B	> \$1B
COCO	> \$5M to ≤ \$10M	> \$10M to ≤ \$1B	> \$10M to ≤ \$1B

- (3) The HCA or SCO may designate a contract action as a special interest item regardless of dollar value and assign the CAA notwithstanding the thresholds in the tables above.

- (4) When the HCA is the CAA for business clearance, the SCO is the CAA for contract clearance unless otherwise stipulated by the HCA.

- (5) The CAA may further delegate or waive their clearance approval authority on an individual or class basis. SCOs and COCOs are responsible for ensuring all further delegations are included on the [SCO Delegation Letters/Thresholds](#)

SharePoint Page. COCOs must report clearance waivers made on a class basis to the SCO. Individual delegations and waivers must be documented in the contract file.

(6) If an SCO lowers a COCO's clearance approval authority threshold or withholds clearance approval authority from the COCO, the SCO must notify the cognizant HCA. If the SCO lowers or withholds the COCO's clearance approval authority for more than six months, the SCO must brief the cognizant HCA regarding the circumstances surrounding the decision.

(c) Clearance Approval Procedures. The CAA must ensure that the clearance process meets the objectives in paragraph (a) above. See [clearance templates](#).

(1) The procedures in [MP5301.9001\(i\)\(1\)\(i\)](#) must be followed when the CAA is SAF/AQC (DAS(C) or ADAS(C)). When the CAA is not at SAF/AQC, follow local procedures.

(2) To facilitate planning for clearances that require HCA approval, SCOs must use the [Peer Review and Clearance Forecasting Tool](#) to project upcoming HCA clearances. See [DAFFARS 5301.170\(a\)\(2\)](#).

(3) Only one clearance review may be performed prior to the contract action being presented to the CAA. The CR is responsible for the clearance review. The CAA may select an alternate CR who meets the requirements identified in DAFFARS 5301.9000. The CAA has the authority to waive the clearance review.

(4) The CAA must seek legal advice (see [DAFFARS 5301.602-2\(c\)\(i\)](#)) and ensure that counsel has coordinated on any clearance briefings or presentations, and that counsel's comments are included in the briefing or presentation.

(5) The Milestone Decision Authority, PEO, or lead program manager must coordinate and/or participate in business clearance briefings.

(6) At the discretion of the CAA, contract clearance is not required when the negotiation team stays within the pre-set negotiation range and the parameters approved at the business clearance.

(7) If the CAA has waived business or contract clearance, a clearance review is not required unless the CAA stipulates otherwise. However, legal review is required, as applicable, in accordance with DAFFARS 5301.602-2(c)(i).

(8) If a CAA requires clearance for competitive order solicitations or orders when excluded in accordance with [DAFFARS 5301.9000\(b\)\(6\)](#), the SCO must submit a written justification to [cognizant HCA](#) upon execution.

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Subpart 5301.91 - OMBUDSMAN PROGRAM

5301.9101 Purpose

The purpose of the DAF ombudsman program is to foster communication between Government and industry. The primary function of the ombudsman is to hear concerns about specific issues in acquisitions, to communicate these concerns to senior management personnel responsible for oversight and to assist in the resolution of the concerns. In accordance with 5301.9102(f) below, employees, managers and customers may use the DAF component ombudsman when seeking assistance in resolving procurement integrity issues.

5301.9102 Policy

(a) MAJCOM/DRU/DAFRCO/ Commanders must appoint an experienced senior official who is independent of the contracting officer and program manager as the ombudsman at their organization. For AFMC Centers, an ombudsman is required at each Center, instead of at the MAJCOM. Centers may also have an ombudsman at each Operating Location/ Geographically Separated Unit. At SSC, SpRCO, and SDA, the HCA is responsible for the ombudsman appointment.

(b) The ombudsman will have the authority to call upon other resources of the activity to assist in resolving acquisition issues or concerns (e.g., administrative support, independent review teams).

(c) Contracting officers must identify the ombudsman in the initial announcement of the acquisition as well as in the draft and final RFP.

(d) The ombudsman must:

- (1) Support acquisition personnel in the resolution of issues or concerns raised by interested parties;
- (2) Act in a manner that does not compromise the interested party and, if requested, maintain anonymity of the parties;
- (3) Avoid any appearance of usurping normal procurement authority (e.g., program manager, contracting officer, and source selection authority);
- (4) Ensure all affected or knowledgeable offices and officials are consulted as part of any resolution process;
- (5) Inform the Commander/Director, or PEO, as required, of issues raised and actions taken;
- (6) Review complaints relative to multiple-award task order and delivery order contracts awarded under [10 U.S.C. 3403\(d\)\(1\)\(B\)](#) or [3405\(f\)](#) to ensure that all contractors are afforded a fair opportunity to be considered for task orders and delivery orders in excess of the micro-purchase threshold, consistent with the procedures in the contract;
- (7) Consistent with security requirements, have access to the appropriate offices and be allowed to collect all facts relevant to the resolution of issues raised by interested parties. Ombudsmen are granted access to proprietary information. Source selection information must be obtained through the source selection authority.

(e) The Ombudsman Program does not replace the agency level protest, GAO bid protest or disputes processes.

(f) The DAF ombudsman is the ADAS(C), who may take action to assist in resolving issues, concerns, disagreements, and recommendations that cannot be resolved at the MAJCOM/FLDCOM/DRU level, or for those having DAF wide implications. The ADAS(C) is the DAF ombudsman for procurement integrity issues (see [OUSD\(AT&L\)/DPAP memo, 1 Oct 09](#)).

(g) Government personnel may use the Ombudsman Program as a way to express concerns about an acquisition.

5301.9103 Solicitation Provision and Contract Clause

Insert a clause substantially the same as the clause at [DAFFARS 5352.201-9101](#), Ombudsman, in all solicitations (including draft solicitations) and contracts.

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PART 5302 - DEFINITIONS OF WORDS AND TERMS

[DAFFARS PART 5302 Knowledge Center](#)

Revised: June 2024

Sec.

Subpart 5302.1 - DEFINITIONS

5302.101

Definitions

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Subpart 5302.1 - DEFINITIONS

5302.101 Definitions

"Acquisition Category (ACAT)" means the category of a Defense acquisition program. See [DoDI 5000.85, Appendix 3A](#).

"Air Force Contracting Central (AFCC)" means the SAF/AQC SharePoint site collection at <https://usaf.dps.mil/sites/AFCC/SitePages/Home.aspx> that serves as the one-stop shop resource for the DAF contracting community. (Please note: this link requires CAC and is not available to all users.)

"AFICC" means the Air Force Installation Contracting Center which is a Primary Subordinate Unit aligned to the Air Force Installation and Mission Support Center (AFIMSC).

"AFPEO/CM – Services" means service acquisitions under the executive management and oversight of Air Force Program Executive Officer for Combat and Mission Support (AFPEO/CM) (see [DAFI 63-138, Acquisition of Services](#)).

"Agency Head" (see "Head of the Agency")

"ASAF(A)" means the Assistant Secretary of the Air Force for Acquisition (SAF/AQ).

"ASAF(SA&I)" means Assistant Secretary of the Air Force for Space Acquisition and Integration (SAF/SQ).

"Bridge Action" means a non-competitive action requiring a justification to include, but not limited to, a formal justification and approval ([FAR 6.3](#) or [13.5](#)), limited sources justification ([FAR 8.4](#)), and exception to fair opportunity ([FAR 16.5](#)), to retain the current or similar product or services as a result of delay in the negotiation and award of a follow-on contract. Extension of services executed in accordance with [FAR 52.217-8, Option to Extend Services](#), is not considered a bridge action, regardless of whether or not it was negotiated and included in the original contract, unless or until the total six (6) month extension allowed is exceeded.

"Center" means subordinate organizations to AFMC responsible for the "cradle-to-grave" oversight for aircraft, electronic systems, missiles and munitions, and discovery, development, and integration of warfighting technologies in air, space and cyber for the U.S. Air and Space Forces.

"Chief of the Contracting Office (COCO)" means the contracting official one level below the SCO or their deputies, unless specifically prohibited, or as designated by, the SCO.

"Cognizant HCA Workflow" means—

SAF.AQ.SAF-AQC.Workflow@us.af.mil for DAS(C) or ADAS(C);

smc.pkc.workflow@us.af.mil for Director of Contracting, Space Systems Command (SSC);

osd.pentagon.ousd-r-e.mbx.sda@mail.mil for Director, Space Development Agency (SDA); and

SpRCO.DAF.Org@us.af.mil for Director of Contracting, Space Rapid Capabilities Office (SpRCO).

"DAS(C)" means the Deputy Assistant Secretary (Contracting) (SAF/AQC). The authority granted to DAS(C) may also be exercised by the Associate Deputy Assistant Secretary (Contracting) (ADAS(C)).

"Direct Reporting Unit (DRU)" means a subdivision of the Air Force, directly subordinate to the Chief of Staff, US Air Force or a subdivision of the Space Force directly subordinate to the Chief of Space Operations. A DRU performs a mission that does not fit into any of the MAJCOMs or FLDCOMs (see [AFI 38-101, Manpower and Organization](#)).

"Department of the Air Force (DAF)," as used in DAFFARS, means the military department within which the United States Air Force (USAF) and the United States Space Force (USSF) are organized.

"Enterprise" means an acquisition solution that supports multiple organizations and for which a structured process of analyzing spending, agency needs and market dynamics is followed in order to define government requirements and acquisition options, and to find ways to improve category performance by reducing or redirecting demand, improving supplier performance, developing new partners/suppliers, and optimizing purchasing [channels](#). Enterprise acquisitions may employ existing multi-agency or Government-wide solutions, or new solutions executed by a DAF contracting unit that are aligned with Office of Management and Budget (OMB) and Category Management Leadership Council (CMLC) Spend Under Management (SUM) Tier 1 criteria (see [OMB M-19-13](#)).

"Field Command (FLDCOM)" means a subdivision of the Space Force that is assigned a specific mission focus of the Space Force. FLDCOMs are directly subordinate to the Chief of Space Operations.

"Field Operating Agency (FOA)" means a subdivision of the Air Force, directly subordinate to a HQ USAF functional manager. A FOA performs field activities beyond the scope of any of the major commands (see [AFI 38-101](#)).

"Head of the Agency" means, unless the terms of a statute or delegation indicate that an action must be done by the Secretary of the Air Force (SecAF) or the Under Secretary of the Air Force (USecAF),—

ASAF(A) for non-space systems and programs, including product support, for the Department of the Air Force, pursuant to [HAF MD 1-10](#); and

ASAF(SA&I) for space systems and programs for the Department of the Air Force, pursuant to [HAF MD 1-17](#).

“Head of the Contracting Activity (HCA)” means—

DAS(C) and ADAS(C) for the Department of the Air Force (except SSC, SDA and SpRCO), pursuant to [HAF MD-10](#) ;

Director of Contracting, SSC for SSC, pursuant to [SAF/SQ Designation](#);

Director, SDA for SDA, pursuant to [SAF/SQ Designation](#); and

Director of Contracting, SpRCO for SpRCO, pursuant to [SAF/SQ Designation](#).

“Installation Commander” means an individual who functions in a command position and is responsible for a base or other Department of the Air Force installation having a base contracting office.

“Major Command (MAJCOM)” means a major subdivision of the Air Force that is assigned a major part of the Air Force mission. A MAJCOM is directly subordinate to Headquarters US Air Force (see [AFI 38-10 1](#), *Manpower and Organization*).

“Mandatory Procedures (MP)” means a companion resource to the DAFFARS that—

(1) Contains mandatory internal AF procedures. The DAFFARS will direct compliance with mandatory procedures using imperative language such as “Follow the procedures at...” or similar directive language;

(2) Contains non-mandatory internal AF procedures and guidance and supplemental information to be used at the discretion of the contracting officer. The DAFFARS will point to non-mandatory procedures, guidance, and information using permissive language such as “The contracting officer may use...” or “Additional information is available at...” or other similar language;

(3) Is numbered similarly to the DAFFARS, except that each MP numerical designation is preceded by the letters “MP”; and

(4) Is available electronically as part of the DAFFARS document set on Acquisition.gov.

“Operating Location (OL)” means a part of a unit that is separated geographically from its parent unit. OL personnel remain assigned to, and under the command of, the parent unit. (see [AFI 38-10 1](#), *Manpower and Organization*).

“Operational” means those contracting actions taken to meet the needs of installation commanders, DRUs, deployed commanders, and resident, tenant, and supported units. Operational contracting may be accomplished by contracting squadrons, operational contracting offices, contracting divisions, or another organization entity designed to meet local needs.

“Program Executive Officer (PEO)” (see “PEO (Systems)” and “AFPEO/CM – Services”)

“PEO (Systems)” means acquisitions within a Systems PEO’s portfolio (see [DAFI 63-101/20-101](#), *Integrated Life Cycle Management*, and [DoDI 5000.02](#), *Operation Of The Adaptive Acquisition Framework*).

“Quality Assurance Program Coordinator (QAPC)” means the individual selected in accordance with local procedures to coordinate and manage the Quality Assurance Program.

“Quality Assurance Surveillance Plan (QASP)” means the document government personnel use to assess contractor performance (see [FAR 46.401](#), [DFARS 246.401](#), and [DFARS 237.172](#)).

“Senior Contracting Official (SCO)” means the contracting official with overall responsibility for executing its delegated procurement authority for their designated cognizant areas of responsibility as denoted in the list below, subject to any HCA established limitations. The deputy or technical director to a SCO may exercise any SCO authority unless restricted in the FAR, as supplemented (e.g., individual authorized to execute a specific authority must be of a certain minimum grade/rank), or as specifically limited by the SCO. See [AFI 64-105](#) Contingency Contracting Support, to identify SCOs for contingency operations.

An expanded list of SCOs including names, contact information, and locations can be found on [Air Force Contracting Central](#). (Please note: this link requires CAC and is not available to all users.)

	SCO	Designated Cognizant Area of Responsibility (Organization Type)
1	AFMC/PK	Air Force Material Command ¹ (MAJCOM)
2	AFLCMC/PK	Air Force Life Cycle Management Center ² (Center)
3	AFICC/CC	Air Force Installation Contracting Center ³ (Center)
4	AFSC/PK	Air Force Sustainment Command ⁴ (Center)
5	AFRCO/PK	Air Force Rapid Capabilities Office (USAF DRU)

6	AFDW/PK	Air Force District of Washington (USAF DRU)
7	AFLCMC/PK Eglin OL	Air Force Life Cycle Management Center – OL Eglin (Operating Location)
8	AFLCMC/PK Hanscom OL	Air Force Life Cycle Management Center – OL Hanscom (Operating Location)
9	AFNWC/PK	Air Force Nuclear Warfare Center (Center)
10	AFRC/PK	Air Force Reserve Command (MAJCOM)
11	AFRL/PK	Air Force Research Laboratory (Center)
12	AFSC/PK Hill OL	Air Force Sustainment Center – Hill OL (Operating Location)
13	AFSC/PK Robins OL	Air Force Sustainment Center – Robins OL (Operating Location)
14	AFTC/PK	Air Force Test Center (Center), Air Force Operational Test and Evaluation Center (USAF DRU)
15	Chief, Contracts, SDA	Space Development Agency (USSF DRU)
16	Director of Contracting, SpRCO	Space Rapid Capabilities Office (USSF DRU)
17	SSC/PK	Space Systems Command (FLDCOM)
18	AFICC/KF	U.S. Air Force Academy, CO (DRU)
19	AFICC/KC	Air Combat Command (MAJCOM)
20	AFICC/KG	Global Strike Command (MAJCOM)
21	AFICC/KM	Air Mobility Command (MAJCOM)
22	AFICC/KO	Air Force Special Operations Command (MAJCOM)
23	AFICC/KS	Space Operations Command (FLDCOM), Space Training and Readiness Command (FLDCOM)
24	AFICC/KH	Pacific Air Forces (MAJCOM)
25	AFICC/KQ	Air Forces Northern ⁵ (Air Component for Combatant Command)
26	AFICC/KT	Air Force Education and Training Command (MAJCOM)
27	AFICC/KU	United States Air Forces in Europe (MAJCOM)

NOTES:

¹AFMC/PK acts as SCO for any AFMC procuring organization without a SCO designated on the above table and acts in the absence of an AFMC Center SCO or designee.

²AFLCMC/PK acts as SCO for any AFLCMC procuring organization without a SCO designated on the above table and acts in the absence of a AFLCMC Operating Location SCO or designee.

³AFICC/CC acts as SCO for any AFICC procuring organization without a SCO designated on the above table and acts in the absence of a AFICC Operating Location SCO or designee.

⁴AFSC/PK acts as SCO for any AFSC procuring organization without a SCO designated on the above table and acts in the absence of a AFSC Operating Location SCO or designee.

⁵AFICC/KQ is designated SCO for procuring organizations and contracting officers temporarily under the tactical control of Air Forces Northern within the U.S. Northern Command area of responsibility.

“**Senior Procurement Executive (SPE)**” means ASAF(A), pursuant to [HAF MD 1-10](#). ASAF(SA&I) discharges assigned duties and authorities of the SPE for DAF space systems and programs, pursuant to [HAF MD 1-17](#).

“**Service Acquisition Executive (SAE)**” means—

ASAF(A) for non-space systems and programs, including product support, for the Department of the Air Force, pursuant to [HAF MD 1-10](#); and

ASAF(SA&I) for space systems and programs for the Department of the Air Force, pursuant to [HAF MD 1-17](#).

“**Services Acquisition Decision Authority (SADA)**” means the individual designated to exercise responsibility for the management and oversight of the acquisition of contract services (see [DAFI 63-138](#), *Acquisition of Services*).

“**Tactics, Techniques, and Procedures (TTP)**” means a companion resource to the DAFFARS that —

(1) Provides fundamental contracting principles and other helpful tools in an informative, innovative, intuitive, user-friendly manner;

(2) Contains non-mandatory internal procedures and guidance, and supplemental information to be used at the discretion of the contracting officer;

(3) Is not regulated by policy; rather is a living document shaped by acquisition community input; and

(4) Is available electronically within the [DAF Contracting TTP Team](#) SharePoint site. (Please note: this link requires CAC and is not available to all users.)

PART 5303 - IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST

[DAFFARS PART 5303 Knowledge Center](#)

Revised: June 2024

Sec.

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Subpart 5303.1 - SAFEGUARDS

5303.104-2 General

(a) See [MP5301.601\(a\)\(i\)](#) when supplementing specific definitions to identify individuals who occupy positions specified in FAR [3.104-3\(d\)\(1\)\(ii\)](#), and any clauses required by 3.104.

(b)(6) Former federal employees have a continuing obligation to the Government not to disclose or misuse any other information acquired as part of their official duties and which is not generally available to the public.

5303.104-3 Statutory and Related Prohibitions, Restrictions, and Requirements

(a) Similar to knowledge of classified information, employee protective obligations of Government acquisition information extend beyond federal service. Failure to comply with protective obligations during and after federal service would support potential determinations of personal and organizational conflicts of interest, as well as potential determinations to eliminate contractors from competing on certain acquisitions due to conflicts of interest.

(c)(1)(ii) See [MP5301.601\(a\)\(i\)](#) for individuals authorized to approve resumption of participation in a procurement.

5303.104-4 Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information

(a) When it comes to safeguarding public data, trust is paramount. Contract management security and data privacy are critical. Contracting data produced or maintained by the Contracting workforce must also be handled in accordance with applicable laws and regulations to safeguard this data. Any individuals requiring access to contract data as a result of participating on a source selection or in the performance of their duties must sign a Non-Disclosure Agreement.

i. Contracting Officers must ensure appropriate clauses and data protections are included in any contract, order or agreement providing the assistance of support personnel. Since contract data may include sensitive or proprietary information, it is important to protect restricted data sets from improper use. Contractors whose employees have been determined to have a “Need to know” by the data requesting organization shall have Non-disclosure Agreements (NDAs), Organizational Conflicts of Interest (OCI) mitigation plans, necessary information owner permissions and any applicable contract clauses or articles prior to gaining access to any contracting system restricted data sets. Confirmation of these items is the responsibility of the organizations requesting access to the data and organizations are required to provide the items upon request.

ii. Before giving contractors access to contracting data, Contracting Officers shall ensure that the government team has verified that safeguarding actions have been taken and processes have been put into place to protect the contracting data. This verification shall be documented using the [Compliance Certification Contracting Access and Security \(CCCAS\) Memo template](#). Once completed, the CCCAS template shall be uploaded into the [Contracting Modernization SharePoint Site](#) to establish an auditable record that due diligence has been taken to safeguard contracting data.

Note for DAFFARS 5303.104-4(a)(ii): Atch 4 of [SAF/AQC memo 24-C-04](#) will be made into a DAFFARS template and archived within the Air Force Contracting Central (AFCC) templates when the 2024 DAFAC is finalized – once this action is complete, this note will be removed from the DAFFARS language

iii. A singular Non-Disclosure Agreement (NDA) for both DAFFARS 5303.104-4(a) and FAR clause 52.203-16 “PREVENTING PERSONAL CONFLICTS OF INTEREST” may be completed and remain on file by the requesting government or contractor organization for the term of employment rather than accomplished annually, as long as both provisions are referenced in the NDA.

5303.104-5 Disqualification

(a) Contracting officers should consider ways to engage potential offerors early and respond to industry queries, pursuant to the contracting officer’s responsibilities under FAR 9.504, to determine whether former federal employees should be excluded from proposal preparation. When Contracting officers become aware that a former federal employee is involved in a contractor’s proposal preparation, the CO shall determine whether that employee should be excluded from the proposal preparation effort. The CO shall document the supporting rationale within the determination as to whether the former federal employee should be excluded from the proposal preparation efforts or not. In addition to the ethics advisory opinions under [FAR 3.104-6](#), should a former federal employee participate in preparing a competitive proposal on behalf of an employer or client, and it relates to the prior employment as a federal employee, the individual should inform his/her employer/client of this fact and have that entity communicate such facts to the Contracting Officer in accordance with [FAR 3.104](#) and [FAR 9.505](#). One of the guiding principles established by the decisions of the courts is the obligation of contracting agencies to

avoid even the appearance of impropriety in government procurements. See [FAR 3.101-1](#). In this regard, where a firm may have gained an unfair competitive advantage through its hiring of a former government official, the contracting officer may disqualify a firm from a competition based on the appearance of impropriety tied to an organizational conflict of interest which is created by this situation, that is, even if no actual impropriety can be shown.

(b) In addition to the cognizant parties identified at [FAR 3.104-5\(b\)](#), if the source selection authority is the DAFRCO/MAJCOM/FLDCOM/FOA/DRU/CC or CD, the disqualification notice must be coordinated through the DAFRCO/MAJCOM/FLDCOM/FOA/DRU JA and the SCO. The notice must include the items at [FAR 3.104-5\(b\)](#) and the following:

- (1) Name of requestor
- (2) Current position/job title
- (3) Projected retirement date
- (4) Impact on program/unit mission if disqualification is granted
- (5) Proposed replacement individual for official acquisition duties
- (6) Commander/Director recommendation
- (c) Resumption of participation in a procurement

The contracting officer, after consultation with the parties identified in paragraph (b), will notify the individual if he or she is disqualified. The individual will remain disqualified unless resumption of participation in the procurement is granted in accordance with this paragraph.

(2) See [MP5301.601\(a\)\(i\)](#). In cases where the SCO is the individual disqualified from participation in a procurement, the cognizant HCA must authorize the individual to resume participation in the procurement. SAF/AQ and SAF/SQ and their civilian or military deputies have the authority to permit the cognizant HCA to resume participation in a procurement following contact with an offeror regarding non-Federal employment.

5303.104-7 Violations or possible violations

(a) When a potential Procurement Integrity Act (PIA) violation is alleged, the contracting officer must notify their cognizant Clearance Approval Authority (CAA), legal counsel, cognizant HCA (as defined in [DAFFARS 5302](#)), and the [DAS\(C\)](#) (SAF/AQC or, for classified programs, SAF/AQCS). This notification to all parties should identify the cognizant CAA and shall be accomplished within 7 business days of initial discovery. The contracting officer will subsequently provide a copy of the information and documentation generated under [FAR 3.104-7](#) to those same stakeholders and to SAF/GCR.

(1) The contracting officer must forward the information and determination required by [FAR 3.104-7\(a\)\(1\)](#) to the clearance approval authority ([DAFFARS 5301.9001\(i\)](#)) of the affected procurement for review.

(g) See [MP5301.601\(a\)\(i\)](#).

5303.104-9 Contract Clauses

(b) If information received under [FAR 52.203-10](#), *Price or Fee Adjustment for Illegal or Improper Activity*, indicates that a price or fee adjustment may be appropriate, the contracting officer must submit notification to the SCO, [cognizant HCA](#) and to [SAF/GCR](#).

Subpart 5303.2 - CONTRACTOR GRATUITIES TO GOVERNMENT PERSONNEL

5303.202 Contract Clause

See [MP5301.601\(a\)\(i\)](#) for the designee identified in [FAR Clause 52.203-3](#).

5303.204 Treatment of Violations

(a) SAF/GCR is authorized to conduct hearings and make findings of fact in accordance with [FAR 3.204\(a\)](#). If a hearing is held, SAF/GCR will provide recommendations to ASAF(A) for non-space systems and programs or ASAF(SA&I) for space systems and programs.

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Subpart 5303.5 - OTHER IMPROPER BUSINESS PRACTICES

5303.570-2 Prohibition Period

- (a) See [MP5301.601\(a\)\(i\)](#).
- (b) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5303.6 - CONTRACTS WITH GOVERNMENT EMPLOYEES OR ORGANIZATIONS OWNED OR CONTROLLED BY THEM

5303.602 Exceptions

See [MP5301.601\(a\)\(i\)](#) The SCO should review each contract action to ensure no viable alternatives exist and that every effort is made to avoid any conflict of interest between the employees' interests and their government duties. Requests must address the following:

- (1) Description of requirement;
- (2) Amount of the proposed contract and period of performance or delivery date;
- (3) Contracting officer's basis for determining the price fair and reasonable;
- (4) Apparent contract awardee -- Government employee's name, grade/rank, duty/position title, and organization;
- (5) Determination that there is no conflict of interest;
- (6) Explanation of the compelling reason why the Government's needs cannot otherwise reasonably be met (include description of efforts to obtain services from non-government personnel); and
- (7) For recurring requirements, describe the steps that will be taken to avoid future awards to a Government employee.

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Subpart 5303.7 - VOIDING AND RESCINDING CONTRACTS

5303.704 Policy

(c) See [MP5301.601\(a\)\(i\)](#).

5303.705 Procedures

(a) The contracting officer must forward the facts concerning a final conviction, to include a copy of the conviction, to the SCO within 10 calendar days after the contracting activity learns of the conviction. Also, within 30 calendar days, the contracting officer must send notification containing the same elements to the servicing Staff Judge Advocate, who will forward to the Department of Justice Civil Division through AF/JACQ and SAF/GCR, to inform them that action is being considered under this subpart. (See the tailorable [Notice of Proposed Contract Rescission Action\(s\) template](#)).

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Subpart 5303.9 - WHISTLEBLOWER PROTECTIONS FOR CONTRACTOR EMPLOYEES

5303.906 Remedies

(c)(1) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5303.10 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

5303.1003 Requirements

(b)(2)(i) Upon receipt of the required disclosure or any notification, contracting officers, working with legal counsel, must ensure that appropriate steps are taken to preserve remedies available to the government. Contracting officers also must consider how the disclosed information may impact pending contract actions in terms of the contractor's present responsibility and/or the contractor's past performance. The contracting officer must promptly provide a copy of any disclosure or notification received to the SCO and to [SAF/GCR](#) using the procedures at [DAFFARS 5309.406-3](#).

(b)(2)(ii) The Government must safeguard and treat the information obtained pursuant to a contractor's disclosure or notification as confidential where the information has been marked as "confidential" or "proprietary" by the company. Even if the information is not marked, the contracting officer should not publicly disclose the information without prior notification to the contractor.

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Subpart 5303.11 - PREVENTING PERSONAL CONFLICTS OF INTEREST FOR CONTRACTOR EMPLOYEES PERFORMING ACQUISITION FUNCTIONS

5303.1104 Mitigation or Waiver

(b) See [MP5301.601\(a\)\(i\)](#).

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PART 5304 - ADMINISTRATIVE MATTERS

[DAFFARS PART 5304 Knowledge Center](#)

Revised: June 2024

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Subpart 5304.1 - CONTRACT EXECUTION**5304.101 Contracting Officer's Signature**

Contracting officers are required to sign all contract actions (either via wet signature, signature as produced by CON-IT, or digital signature produced with a DoD Public Key Infrastructure certificate using a Common Access Card), ensure contractor signatures are obtained, if required or desired, and maintain signed contractual documents within the official contract file.

Contracting officers need not obtain a contractor's written acceptance of a purchase order or modification of a purchase order for an acquisition under the 8(a) Program pursuant to 219.804-2(2). Reference [DFARS 213.7002 Purchase Orders](#).

5304.104 Early Effective Date

Early Effective Date:

(a) The chief of the contracting office may approve use of an early effective date (i.e., effective date prior to the contract award date) subject to the following conditions:

- (1) the negotiating parties have reached agreement on all terms and conditions, including price;
- (2) funding is currently available; and
- (3) for early effective dates established more than 30 days prior to the projected contract award date, legal review has been obtained. An early effective date shall not be used if the government intends to direct a prospective contractor, to accept benefits of the contractor's efforts, or to make payments before the contract award date.

(b) After receiving approval to use an early effective date, the contracting officer shall notify the contractor of the early effective date in writing and include the following:

- (1) agreed upon terms and conditions, including price,
- (2) a statement that any costs recognized in the resulting contract must be limited to those allowable, allocable, and reasonable costs that would be recognized if incurred after contract award;
- (3) a statement that if a contract is not awarded all incurred costs shall be at the contractor's own risk;
- (4) a statement that costs cannot not be invoiced or paid until after contract award; and
- (5) a statement that prior to contract award the government may not direct the contractor or accept benefits of the contractor's efforts. The contracting officer should also advise the program office or requirements owner that the government cannot direct the contractor or accept benefits of the contractor's efforts until after contract award.

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Subpart 5304.4 - SAFEGUARDING CLASSIFIED INFORMATION WITHIN INDUSTRY**5304.402-90 General**

(a) [32 CFR Part 117](#) and [DAFMAN 16-1406V2](#), *National Industrial Security Program: Industrial Security Procedures for Government Activities*, clarify contracting officer responsibilities and provides guidance for implementing the Department of the Air Force's National Industrial Security Program.

(b) [DAFH 16-1406](#), *National Interest Determination Handbook*. This instruction clarifies responsibilities and procedures for processing National Interest Determinations (NID).

(c) Air Force Policy Directive (AFPD) 16-7 Special Access Programs establishes policies and responsibilities for the management, administration, and oversight of Special Access Programs for which the Air Force has Cognizant Authority..

(d) [DAFI 10-701](#), *Operations Security*, establishes responsibilities for contracting officers when there are OPSEC requirements on contract.

(e) In accordance with FAR part 4.4, DAF personnel will use the NISP Contract Classification System (NCCS) to process DD Form 254s, provided that the data submitted is unclassified. For contracts where the content of the DD Form 254 contains classified information and the classified information cannot be segregated into classified attachments or addendums, use of NCCS is not required until such time that an automated solution is available on the appropriate classified information system. NCCS is available electronically at <https://www.dcsa.mil/is/nccs>.

(f) Additional DD254 guidance:

(1) Solicitation/Award DD Form 254:

A solicitation DD Form 254 is required to be drafted, coordinated, and certified in block 17 IAW DoD and Air Force industrial security policy requirements. The coordinated and certified DD Form 254 shall be attached to the solicitation that is provided to the vendor(s). Distribution of the solicitation DD Form 254 per Air Force Industrial Security Policy is not required unless the vendor requires access to classified information during the pre-award phase of the contract. Solicitation means any request to submit offers or quotations to the Government. As such the solicitation stage includes but is not limited to: Invitation for Bid (IFB), Request for Information (RFI), Request for Proposal (RFP), Request for Quotation (RFQ), Program Research and Development Announcement (PRDA), Broad Agency Announcement (BAA), Grants, Cooperative Agreement, Other Transactions (OT) and other extraordinary actions. A new, original DD Form 254 is required to be drafted, coordinated, certified, and distributed and shall be attached to the contract award.

(2) IDIQ:

Basic Indefinite Delivery Vehicle (IDV) and Indefinite Delivery Vehicle Quantity (IDIQ) contracts or agreements as defined in FAR 4.601 in which there is no requirement for a breakdown by classification of the various elements of the classified effort may utilize the same DD Form 254 for the entire IDV contract. In this case, a separate DD Form 254 will not be required for delivery, task orders, or equivalent pending all the security requirements are identical for each order against the IDV contract or agreement, at the discretion of the servicing Contracting Officer and will be documented in block 13. If the security requirements for the task, delivery, or purchase order for a contract or agreement result in additional security requirements from that of the basic DD Form 254, a revised basic DD Form 254 is required. The servicing Contracting Officer will determine how to document use of the basic DD Form 254 on all delivery, purchase, or task orders for all prime contracts or agreements, if applicable. If it is determined that a DD Form 254 at the IDV contract level will not cover varying needs of the classified effort in each delivery order, then a separate DD Form 254 should still be done for each delivery/task order as long as the separate DD Form 254 does not contain security requirements above that of the basic DD Form 254.

(3) Contract novation:

A new original DD Form 254 is required to be drafted, coordinated, certified, and distributed upon the finalization of a contract novation. The new original DD Form 254 will identify the new vendor and prime contract number. If the new vendor does not possess the requisite level of facility clearance, the vendor will be sponsored for a facility clearance IAW Air Force industrial security policy requirements.

5304.403 Responsibilities of Contracting Officers

(a) In accordance with the [FAR part 4.4](#), the contracting officer is responsible for reviewing all proposed solicitations to determine whether access to classified information may be required by offerors or by a contractor during contract performance.

(b) Contracting officers will require input and support from program managers, project managers, or other personnel knowledgeable of the contract requirements to perform this responsibility.

(c) The Contracting Officer will, in accordance with [32 CFR Part 117](#) and [DAFMAN 16-1406V2](#), National Industrial Security Program: Industrial Security Procedures for Government Activities:

- i. Verify the vendor's facility clearance status and safeguarding capability by accessing the National Industrial Security System (NISS), unless otherwise delegated.
- ii. Submit a facility clearance sponsorship request to the Defense Counterintelligence and Security Agency (DCSA) using NISS, unless otherwise delegated.
- iii. Include the security requirements clause, [FAR 52.204-2](#) and the Department of Defense Contact Security Classification Specification (DD Form 254) if access to classified information is required during the solicitation phase or award phase of a contract.
- iv. Ensure the DD Form 254 is properly prepared, reviewed, coordinated and distributed in accordance with DAFMAN 16-1406V2. In the absence of exceptional circumstances that support classification, the DD Form 254 will not be classified.

- v. Serve as the approving official Certifier for the DD Form 254.

- vi. Ensure the DD Form 254 is distributed to:

- (1) The contractor as part of the contract.
- (2) All DCSA field activities listed in blocks 6c, 7c, 8c, and 10 (as applicable).
- (3) All host installation Air Force Information Protection Office(s) listed as government performance locations (or Army, Navy, Marine Corps, Coast Guard equivalent where classified performance will occur).
- (4) Others in accordance with local DD Form 254 processing procedures.

- vii. Within 30 calendar days prior to classified work beginning to all government performance locations:

- (1) Ensure the host Installation Commander is aware of the contractor's presence as a visitor on the installation normally through the installation Information Protection Office when performance is on an Air Force installation at least 30 calendar days in advance.

- (2) If the certified DD Form 254 cannot be provided to the installation Information Protection Office at least 30 calendar days in advance due to contract performance commencing in less than 30 calendar days from date of contract award, then the DD Form 254 is to be provided within 72 hours after contract award.

- viii. Upon receipt of notification of a contractor security violation from the DCSA, the contracting officer or designee will ensure the owner of the classified information subject to loss, compromise, or suspected compromise (e.g., Original Classification Authority (OCA) or representative) is further notified and can perform required actions to mitigate potential damage in accordance with DoDM 5200.01, Volume 3, Enclosure and DAFI 16-1404, Chapters 3 and 7.

- ix. Upon notification of an adverse facility clearance action (e.g. Invalidation/Intent to Revoke) and/or receipt of a contractor being issued a less than satisfactory security review rating issued by DCSA, coordinate all potential contracting actions with the program office and/or affected government customer(s) personnel to ensure vendor mitigates all reported instances of non-compliance with [FAR 52.204-2](#), as applicable.

(d) National Interest Determination (NID)

- i. As of 1 October 2020, in accordance with Public Law 115-232, John S. McCain National Defense Authorization Act for Fiscal Year 2019, Section 842, "Removal of National Interest Determination Requirements for Certain Entities," August 13, 2018:

- (1) NIDs are no longer required for National Technology and Industrial Base foreign ownership entities that require access to proscribed information and under Special Security Agreements to mitigate the foreign ownership, control, or influence.

- (2) If necessary, contact the servicing Information Protection Office to verify if a NID is required prior to submitting a NID request.

- ii. Upon receiving adequate written justification from the requesting program office or activity, the contracting officer reviews, validates, and processes the NID request and associated written approvals/documentation, in accordance with AFH 16-1406, National Interest Determination Handbook

- iii. The contracting officer shall maintain a copy of the approved program, project, or contract specific NID package in the contract file.

5304.404-90 Additional Contract Clauses

The contracting officer must insert the clause at [DAFFARS 5352.204-9002](#), *Security Incident Reporting and Procedures*, for all solicitations and contracts which require a [DD Form 254](#). The contracting officer may change the number of days specified in DAFFARS 5352.24204-9002 upon request from the contractor and after coordination with the requirement

owner. The contracting officer must insert DAFFARS 5352.204-9000, Notification of Government Security Activities for all solicitations and contract which require a DD Form 254 for performance on U.S. Government installations and overseas. The contracting officer may change the number of days specified in [DAFFARS 5352.204-9000\(a\)](#). If less than thirty days is used, coordinate with the servicing information protection office.

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Subpart 5304.6 - CONTRACT REPORTING

5304.604 Responsibilities

(a) Subsequent to each contract action, the contracting officer must reference the CARapproval date in the official contract file.

(b) Procurement Data Verification & Validation (V&V)

On a quarterly basis, SAF/AQCI will provide procurement data information to the Modernization Board ([MODBOD](#)) who shall verify and validate the information with the appropriate contracting officer. Upon completion, the contracting officer shall post the results using the V&V tool. SAF/AQCI will collect the data from the V&V tool once the data is gathered from the MODBOD members.

For additional questions: (SAF.AQ.SAF-AQCI.Workflow@us.af.mil).

Additional guidance can be found at the V&V website: [AF-FPDS-NG Data Validation](#)

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Subpart 5304.8 - GOVERNMENT CONTRACT FILES**5304.802 (f) Electronic Retention of Contract Files**

Contracting offices listed in KT Fileshare (KTFS) shall use it as both the working and official file, per [FAR 4.802\(c\)\(3\)](#). It shall be used to create, modify, store, access, and route documents necessary to manage the acquisition process for review and approval, over the life of the entire acquisition lifecycle, (e.g. requirements development to contract closeout.) Contracting Officers shall ensure that KTFS contains all appropriate contract documents required for the official contract file. If a contract document is maintained within the Procurement Integrated Enterprise Environment (PIEE, <https://wawf.eb.mil/>), within Electronic Document Access (EDA), the Federal Procurement Data System (FPDS), or the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS), then that system is the official system of record; contracting officers are not required to duplicate the document in KTFS, unless the contracting office determines an exception applies to ensure ready accessibility to principal users (e.g., clearance reviewers, auditors) per [FAR 4.802\(c\)\(2\)](#). Examples of such exceptions, include, but are not limited to, Award Documents, and copies of Government-Furnished Property (GFP) attachments. However, contracting officers shall add screenshots of system of record documents (Reps/Certs, SAM/FAPIIS, etc.) that are dynamic/overwritten to reflect status at time of contract action. In addition, KTFS shall not be used to store documents that are not required to be part of the contract file such as CDRL submittals and annual CPARS reports.

5304.803 Contents of Contract Files

For contract offices not listed in KTFS and that maintain hard copy official contract files, SCOs may use the Air Force contract file content index templates below, or their own specific contract file content checklist or index to maintain contract files:

[Operational Services and Construction](#)
[Research and Development](#)
[Systems and Logistics](#)

5304.804 Expedite Contract Closeout.

Contracting officers shall use the clause at [DFARS 252.204-7022](#), Expediting Contract Closeout, in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services.

5304.805 Storage, handling, and contract files.

As part of the Financial Improvement and Audit Readiness (FIAR) program, contract files shall be retained for a period of 10 years after the final invoice in accordance with DoD 7000.14-R, Volume 1, Chapter 9.

5304.806 Storage, handling, and contract files.

Prior to disposing of contract and other procurement files under Series 63, Acquisition, or Series 64, Contracting, of the Air Force Records Disposition Schedule, contracting officers shall ensure that all records necessary to support intellectual property rights are transferred to an appropriate Air Force organization with an appropriate system of records, such as research and development (R&D) case files. These records may include, but are not limited to: contracts, especially the solicitation/contract forms, the description/statement of work, and any attached licenses or data rights assertions; the solicitation; market research; the awardee's proposal; preliminary and critical design review slides; the integrated master schedule; and data deliverables such as technical reports or software development plans and other procurement records that may grant the Government licenses to technical data, computer software, and other intellectual property or may be necessary to establish that a given technology was developed with Government funding. . To protect the Government's intellectual property interests, records that support the intellectual property rights may need to be retained for multiple decades following contract closeout. Certain documents evidencing the Government's rights and interests in intellectual property might also need to be recorded with other government entities, such as the U.S. Patent and Trademark Office. Consult with legal counsel and records managers as necessary.

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Subpart 5304.11 - SYSTEM FOR AWARD MANAGEMENT

5304.1102 Policy

(e) For a small business concern that is an offeror submitting a proposal under the Small Business Innovation Research (SBIR) program or the Small Business Technology Transfer (STTR) program, the contracting officer is authorized to provide an opportunity to correct the offeror's SAM.gov registration prior to award of an SBIR or STTR contract where:

- (1) the SBIR or STTR solicitation required registration in SAM.gov for contracts;
- (2) at the time of submission of the proposal, the offeror was registered in SAM.gov for grants;
- (3) the offeror is able to register in SAM.gov for contracts prior to award;
- (4) the corrective registration is ministerial in nature, i.e., the offeror is not changing its ownership, place of business or organization, small business size or status, or the substance of other representations and certifications; and
- (5) the contracting officer determines that the correction of the SAM.gov registration from grants to contracts is in the government's best interest and furthers the statutory policy of 15 U.S.C. 638(a) to assist small business concerns' participation in Federal research and development.

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Subpart 5304.16 - [RESERVED]

5304.1600 Unique Procurement Instrument Identifiers

Contracting officers should refer to the Standard Operating Procedure (SOP) for Internal Use Software (IUS) Accountability found in DAFMAN 17-1203 when an IUS is identified by the requiring activity.

5304.1603 Procedures

(2)(ii)(1)(i) The contracting officer shall use the letter "K" in the second position of the supplementary PII number for PIOs unless separately identified below: DFARS [204.1603](#)

L -- AFSC/Tinker

M -- AFSC/Hill OL

Q -- AFSC/Robins OL

(2)(ii)(1)(iii) Procurements which are completely administered by the purchasing office should use normal modification numbering procedures for amended shipping instructions (ASIs). All other procurements should use the letter "T" in the second position of the supplementary PII number for ASIs unless separately identified below: DFARS [204.1603](#)

U-- AFSC/Tinker

V-- AFSC/Hill OL

Y-- AFSC/Robins OL

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Subpart 5304.70 - UNIFORM PROCUREMENT INSTRUMENT IDENTIFICATION NUMBERS

5304.7003-90 Maintaining DoD Activity Address Codes (DoDAAC)

The contracting officer administering the contract must obtain a contractor DoDAAC (see [DAFMAN 23-230](#), *Maintaining Air Force DoD Activity Address Codes (DoDAAC)*) for contracts that furnish Government property or authorize requisition from a Government supply source. The contracting officer administering the contract must provide the DoDAAC to the program management office/requiring activity to facilitate the shipment of government furnished property. The Purpose Code Management module contained within [Procurement Integrated Enterprise Environment \(PIEE\)](#) must be used to:

- (a) Obtain the existing DoDAAC or submit a new DoDAAC request for all contracts awarded;
- (b) Initiate contractor DoDAAC account changes, including extensions of contract completion dates and contract terminations;
- (c) Initiate contractor DoDAAC deletion when the contract is physically complete, unless the DoDAAC covers other active contracts; and,
- (d) Validate contractor DoDAACs in accordance with [DAFMAN 23-230](#), paragraph 4.2.

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Subpart 5304.71 - [RESERVED]

5304.7103-1-90 Criteria for Establishing

Exchangeable repair contracts with provisions for modifications require specific CLIN structures when there are multiple output national stock numbers permitted. Whenever a family of part numbers may be input under a specific repair and modification CLIN and the output parts may have different NSNs, then each output NSN should have a separate subCLIN. This will permit assigning a completion date to specific reparable for delivery schedule tracking purposes.

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Subpart 5304.73 - SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING

5304.7303 Policy

Contracting Officers shall document in the contract file verification of the Supplier Performance Risk System (SPRS) NIST SP 800-171 summary level score.

Contracting Officers shall document acceptance or non-acceptance of receipt of a Contractor's system security plan to validate NIST SP 800-171 security requirements in accordance with [DFARS 252.204-7020 NIST SP 800-171 Assessments Requirements](#).

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PART 5305 - PUBLICIZING CONTRACT ACTIONS

[DAFFARS PART 5305 Knowledge Center](#)

Revised: June 2024

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	Subpart 5305.1 - DISSEMINATION OF INFORMATION	5305.204	Presolicitation Notices
5305.102	Availability of Solicitations.		Subpart 5305.3 - SYNOPSES OF CONTRACT AWARDS
	Subpart 5305.2 - SYNOPSES OF PROPOSED CONTRACT	5305.303	Announcement of Contract Awards
	ACTIONS		Subpart 5305.5 - PAID ADVERTISEMENTS
5305.202	Exceptions	5305.502	Authority

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Subpart 5305.1 - DISSEMINATION OF INFORMATION

5305.102 Availability of Solicitations.

(a)(5)(iii) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5305.2 - SYNOPSES OF PROPOSED CONTRACT ACTIONS

5305.202 Exceptions

(b) See [MP5301.601\(a\)\(i\)](#). The request must state why the notice is not appropriate or reasonable and identify alternative actions to optimize opportunities for small business participation.

5305.204 Presolicitation Notices

In accordance with [DAFMAN 16-201](#), the contracting officer must identify if there are any restrictions on foreign participation.

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Subpart 5305.3 - SYNOPSIS OF CONTRACT AWARDS

5305.303 Announcement of Contract Awards

(a) *Public Announcement.* Information on awards must not be released and awards shall not be made until after the agency announces the award on <https://www.defense.gov/News/Contracts/>. Contract announcements are posted at 1700 EST daily.

(ii) The contracting officer must submit all 1279 reports to [SAF/LLW](#) by close of business three workdays before the date of the proposed contract award. [SAF/LLW](#) may shorten the three-day advance notification requirement if requested by the contracting officer. For actions valued at \$50M and above, email a courtesy copy of the 1279 report to the cognizant SCO. Follow [MP5305.303 Announcement of Contract Awards](#) to prepare 1279 reports.

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Subpart 5305.5 - PAID ADVERTISEMENTS

5305.502 Authority

(a) *Newspapers*. See [MP5301.601\(a\)\(i\)](#).

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PART 5306 - COMPETITION REQUIREMENTS

[DAFFARS PART 5306 Knowledge Center](#)

Revised: June 2024

Sec.

	Subpart 5306.2 - FULL AND OPEN COMPETITION AFTER EXCLUSION OF SOURCES	5306.302-4	International Agreement
		5306.303-1	Requirements
5306.202	Establishing or Maintaining Alternative Sources	5306.303-1-90	Bridge Actions for Service Contracts Only
	Subpart 5306.3 - OTHER THAN FULL AND OPEN COMPETITION	5306.303-2	Content
5306.302-1	Only One Responsible Source and No Other Supplies or Services	5306.304	Approval of the Justification
	Will Satisfy Agency Requirements	5306.501	Subpart 5306.5 - COMPETITION ADVOCATES Requirement
5306.302-2	Unusual and Compelling Urgency	5306.502	Duties and Responsibilities

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Subpart 5306.2 - FULL AND OPEN COMPETITION AFTER EXCLUSION OF SOURCES

5306.202 Establishing or Maintaining Alternative Sources

(b)(1) The Life Cycle Sustainment Plan (LCSP)/Acquisition Strategy approval authority is authorized to sign and approve the Determination and Findings (D&F) required by [FAR 6.202\(b\)\(1\)](#).

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Subpart 5306.3 - OTHER THAN FULL AND OPEN COMPETITION

5306.302-1 Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirements

(a)(2)(i)(I) See [MP5301.601\(a\)\(i\)](#).

(d) See [MP5301.601\(a\)\(i\)](#).

5306.302-2 Unusual and Compelling Urgency

(c)(1) Contracting officers must notify their SCO and cognizant HCA as soon as practicable when contemplating the use of this authority for a J&A requiring SAF/AQ or SAF/SQ approval.

(d)(1)(ii) The authority to make this determination for the DAF is the SCO or the J&A approval authority, whichever is higher. This authority may not be further delegated.

5306.302-4 International Agreement

(c) *Limitations.* An [International Agreement Competitive Restriction \(IACR\)](#) must be used when the terms of the document referred to in [DFARS 206.302-4\(c\)](#) have the effect of requiring the use of other than competitive procedures, even if the agreement, treaty, or written direction does not specifically name a particular source or sources. The contracting officer is authorized to prepare the IACR (see [MP5301.601\(a\)\(i\)](#)). The contracting officer must include the IACR and a copy of the associated *Letter of Offer and Acceptance*, once completed, in the contract file.

5306.303-1 Requirements

(a) Solicitations for other than full and open competition may be released prior to justification approval, except as set forth in [FAR 6.305\(c\)](#) and [5306.304 Approval of the Justification](#)(a)(4) for actions exceeding \$100M.

(d) A justification approved on a class basis authorizes the award of two or more contract actions using other than full and open competition. A class justification may encompass identified contract actions for the same or integrally related supplies or services or other contract actions that require essentially identical justification. A justification made on a class basis—

(1) May cover one or more contractors;

(2) May cover contracts for requirements to be awarded in successive fiscal years, provided that the requirements and quantities are included in the justification, and the costs have been specifically identified;

(3) Shall address every contract included (e.g., specific quantity and dollar amounts for each contract; detailed documentation of the circumstances supporting the use of other than full and open competitive procedures for each contracting action) (See [FAR 6.303-1\(d\)](#)); and

(4) Shall include only those supply or service components that are and will remain sole source or limited source for the period covered by the justification.

5306.303-1-90 Bridge Actions for Service Contracts Only

(a) All service contract actions that meet the definition of a bridge action at [DAFFARS 5302.101](#) require a written, approved justification document in accordance with DAFFARS 5306.304 Approval of the Justification. All bridge action J&As shall be identified as a “bridge action J&A” as indicated in the respective justification templates. Upon award of any bridge action, Contracting Officers shall enter the action into the DAF [Bridge Action Reporting Tool](#) (BART). Competition Advocates for each procuring activity shall ensure all bridge actions are included in the tool on a quarterly basis.

(b) Notifications required by [DoDI 5000.74, Defense Acquisition of Services](#) ; provide a copy of the approved justification and email transmission of the required notification to the Competition and Commercial Advocate (CCA)..

(1) Upon the first use of a bridge contract to provide for continuation of a service to be performed through a services contract, due to inadequate planning as determined by the S-CAT decision authority, the requirements owner, along with the contracting officer or a designee of the contracting officer for the contract, will:

(i) For a services contract in an amount less than \$10 million, provide an update on the status of the bridge contract (including the rationale for using the bridge contract) to the requiring activity’s PEO, Flag Officer, or civilian equivalent, as applicable; or

(ii) For a services contract in an amount equal to or greater than \$10 million, provide an update on the status of the bridge contract (including the rationale for using the bridge contract) to the cognizant Service Acquisition Executive (SAE).

(2) Upon the second use of a bridge contract to provide for continuation of a service to be performed through a services contract in an amount less than \$10 million, due to inadequate planning as determined by the S-CAT decision authority, the

commander or senior civilian official referred to in Paragraph (b)(1)(i) will provide notification of such use to the Vice Chief of Staff of the DAF and the cognizant SAE.

5306.303-2 Content

(a) Contracting officers may use the [Justification and Approval](#) template.

5306.304 Approval of the Justification

(a) Dollar thresholds and approvals levels are reflected in Table 1. For justification values $> \$15M \leq \$100M$, the approval authority is:

- (1) The Program Executive Officer (PEO) (including AFPEO/CM) for programs within the PEOs portfolio and the PEO is a General Officer (GO) or civilian member of the Senior Executive Service (SES);
- (2) The Senior Contracting Officer (SCO) if they are a GO/SES; or
- (3) The Commander or Director for the locations listed in 5306.501(a)(1) and (2), when the PEO or SCO is not a GO/SES.

Justification Value	Approval Authority	Delegability
$\leq \$750K$	Chief of the Contracting Office	Delegable to contracting officer, consistent with warrant level
$> \$750K \leq \$15M$	Procuring Activity Competition and Commercial Advocate (CAA)	Not further delegable
$> \$15M \leq \$100M$	PEO or SCO if GO or civilian SES; otherwise, Head of Procuring Activity	Delegable to GO or SES
$> \$100M$	SAF/AQ or SAF/SQ	Not further delegable

(4) J&As for actions exceeding \$100M must be coordinated with the PEO/Head of Procuring Activity and the [cognizant HCA](#) prior to SAF/AQ or SAF/SQ approval (See [MP5301.601\(a\)\(i\)](#) for staffing and coordination instructions).

(i) Changes recommended during the staffing process for SPE approval must be adjudicated by the contracting officer in coordination with the [cognizant HCA](#) prior to submitting the J&A to the SPE for approval.

(ii) The SCO may authorize solicitation release after the justification is reviewed for adequacy and forwarded to the cognizant HCA for coordination to SAF/AQ or SAF/SQ for approval.

(iii) To support J&A coordination and staffing when SAF/AQ is the approval authority, contracting officers are encouraged to obtain DAF IP Cadre's (SAF/AQCC) feedback on draft J&A before submission for SAF/AQ approval. Request DAF IP Cadre input by completing the Cadre Support Request Intake Form and submit to the DAF IP Cadre Workflow

(e) Changes After J&A Approval: Regardless of dollar value, if a proposed change is for a new work outside the scope of the original J&A, submit a new J&A to the appropriate approving official based on the value of the new work. New work should not commence until the J&A is approved unless authorized in accordance with [FAR 6.302-2](#), Unusual and Compelling Urgency.

(1) Before contract award, if the dollar value is expected to exceed the authority of the original J&A approving official, submit an amended J&A to the appropriate approving official. Clearly identify the dollar increase from the approved J&A.

(2) After contract award, if the dollar value of an in-scope change exceeds the authority of the original J&A approving official, submit an amended J&A to the appropriate approving official. Clearly identify the dollar increase from the approved J&A.

(3) A new or amended J&A is not require for an increase in the estimated dollar value of in-scope work that does not exceed the authority of the original J&A approving official.

Subpart 5306.5 - COMPETITION ADVOCATES

5306.501 Requirement

(a) The DAS(C) is the designated DAF Competition Advocate General (CAG).

(1) The following organizations are designated as Air Force procuring activities for purposes of competition:

Air Combat Command (ACC)

Air Education and Training Command (AETC)

Air Force District of Washington (AFDW)

Air Force Global Strike Command (AFGSC)

Air Force Materiel Command (AFMC)

Air Force Reserve Command (AFRC)

Air Force Special Operations Command (AFSOC)

Air Mobility Command (AMC)

Department of the Air Force Rapid Capabilities Office (DAF RCO)

Pacific Air Forces (PACAF)

United States Air Force Academy (USAFA)

United States Air Forces in Europe (USAFE)

USAF Academy (USAFA)

(2) The following organizations are designated as Space Force procuring activities.

Space Development Agency

Space Rapid Capabilities Office (SpRCO)

Space Systems Command (SSC)

(b) The procuring activities listed above are authorized to further designate subordinate organizations as procuring activities subject to the requirements of [FAR 6.501](#) and [MP5306.502](#), *Air Force Competition and Commercial Advocacy Program*.

5306.502 Duties and Responsibilities

See [MP5306.502](#), *Air Force Competition and Commercial Advocacy Program*.

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PART 5307 - ACQUISITION PLANNING

[DAFFARS PART 5307 Knowledge Center](#)

Revised: June 2024

Sec.

	5307.103	Subpart 5307.1 - ACQUISITION PLANS		5307.107-2	Consolidation
	5307.104	Agency Head Responsibilities.		5307.107-3	Bundling
	5307.105	General Procedures		Subpart 5307.4 - EQUIPMENT LEASE OR PURCHASE	
		Contents of Written Acquisition Plans		5307.470	Statutory Requirements

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Subpart 5307.1 - ACQUISITION PLANS

5307.103 Agency Head Responsibilities.

(d) The tailorable Contract Type Determination and Findings template at [5316.103\(d\)](#) may be used to document contract type selections for acquisitions not requiring a written acquisition plan.

(e) Prepare written acquisition plans in accordance with [FAR 7.103](#) and the dollar thresholds identified at [DFARS 207.103\(d\)\(i\)](#). Notwithstanding the requirements [DFARS 207.103\(e\)](#), acquisition plans may be written on a program basis when the requiring activity chooses to write a single plan for all known program actions or on an individual contract basis when there is only one contract, task or delivery order to be covered by the plan. An acquisition plan is not required for individual orders when the contract-level acquisition plan adequately covers all anticipated orders and the order is issued IAW the terms of the basic contract.

(h) Contracting officers shall maintain decision support information in the contract file for acquisitions that do not require written acquisition plans as well as those that do. Where a written plan is not required, contract documentation such as memoranda for record, market research reports (i.e., [Streamlined Market Acquisition Approach Document \(SMRAA\)](#)), and [Streamlined Acquisition Strategy Summary \(SASS\)](#) may be used to record acquisition pre-award decisions and risk assessment information. The acquisition team shall ensure consistency among requirements, acquisition planning, market research, and solicitation documents and, to the extent practicable, avoid duplication of information between documents (e.g., by referencing content).

(i) Unless otherwise designated by the acquisition approving authority, the planner for acquisitions is the program manager, or other official responsible for the program (i.e., requiring activity).

(j) The Senior Contracting Official (SCO) holds acquisition approving authority unless otherwise designated in [DAFI 63-101/20-101](#), Integrated Life Cycle Management and [DAFI 63-138](#), Acquisition of Services. Unless otherwise prohibited by regulation or policy, the acquisition approving authority may delegate acquisition plan approval to one level above the contracting officer for other than firm-fixed-price contracts and the contracting officer for firm-fixed-price contracts.

(l) An [Acquisition Plan](#) template is available for preparing written acquisition plans.

(m) Only the acquisition approving authority may waive requirements of detail and formality.

5307.104 General Procedures

(a)(1) Where a written acquisition plan is required, an Acquisition Strategy Panel (ASP) shall be convened and chaired by the acquisition approving authority. ASP shall consist of members responsible for significant aspects of the acquisition, such as contracting, small business, fiscal, legal, and technical personnel. Unless waived by the acquisition approving authority, an ASP briefing shall be prepared by the planner and presented to the acquisition plan approving authority to allow discussion of the proposed strategy and promote an informed decision prior to approval of the plan. Written ASP briefing material may serve as the written acquisition plan provided documents address the acquisition plan content requirements of [FAR 7.105](#) and [DFARS 207.105](#). Acquisition planning templates, including ASP briefing templates, can be found on <https://www.afacpo.com/apm/core-documents/templates/or> by using the AF Acquisition Process Model tool.

(2) Regardless of dollar value, if a proposed change is for a new work outside the scope of the original acquisition plan, a revised acquisition plan based on the value of the new work shall be prepared. Whenever significant changes occur, the planner shall prepare a revised acquisition plan and a statement that summarizes the changes and obtain concurrence of the ASP and approval from the acquisition approving authority.

(c) Before convening an ASP for DAF programs greater than \$1B, the planner shall also coordinate with the DAF Intellectual Property (IP) Cadre (SAF/AQCC) in acquisition planning. Planners may coordinate with DAF IP Cadre on acquisition strategies of any dollar value where advice and assistance are needed to develop a robust IP strategy IAW [5307.105 Contents of Written Acquisition Plans\(b\)\(14\)\(iii\)](#). Coordination requests should be sent to the [DAF IP Cadre Workflow](#).

5307.105 Contents of Written Acquisition Plans

(b) (6) Budgeting and funding. The requiring activity is responsible for ensuring funding is effectively addressed within the requirements documents and must convey these requirements to the assigned planner for inclusion in the acquisition plan.

(14) (iii) For all acquisitions, see also [DoDI 5010.44](#), [DAFI63-101/20-101](#), paragraph 4.7, and [DAF Data Rights Guidebook](#) regarding IP strategies.

5307.107-2 Consolidation

(a) Consolidation determinations are only required for contracts awarded and performed in the United States and Outlying Territories.

(b) See [MP5301.601\(a\)\(i\)](#)

(e) See [MP5301.601\(a\)\(i\)](#)

5307.107-3 Bundling

(a) See [MP5301.601\(a\)\(i\)](#).

(f)(1) See [MP5301.601\(a\)\(i\)](#).

Subpart 5307.4 - EQUIPMENT LEASE OR PURCHASE

5307.470 Statutory Requirements

(b) See [MP5301.601\(a\)\(i\)](#).

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PART 5308 - REQUIRED SOURCES OF SUPPLIES AND SERVICES

[DAFFARS PART 5308 Knowledge Center](#)

Revised: June 2024

Sec.

Subpart 5308.4 - FEDERAL SUPPLY SCHEDULES		Subpart 5308.7 - ACQUISITION FROM NONPROFIT AGENCIES EMPLOYING PEOPLE WHO ARE BLIND OR SEVERELY DISABLED	
5308.404	Use of Federal Supply Schedules		
5308.405-3	Blanket Purchase Agreements (BPA)		
5308.405-6	Limited Sources	5308.705	Procedures
		5308.707	Prices.

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Subpart 5308.4 - FEDERAL SUPPLY SCHEDULES

5308.404 Use of Federal Supply Schedules

(h)(3)(ii)(C) See [MP5301.601\(a\)\(i\)](#) for approval of the D&F with a total performance period, including options, that is more than three years.

5308.405-3 Blanket Purchase Agreements (BPA)

(a)(3)(ii) See [MP5301.601\(a\)\(i\)](#) for approval to award a single-award Blanket Purchase Agreement with an estimated value exceeding \$100 million (including any options).

5308.405-6 Limited Sources

(b)(3)(ii)(C) See [MP5301.601\(a\)\(i\)](#) for approval of a written determination that access through e-Buy is not in Government's interest.

(d) Justification Approvals

See [DAFFARS 5306.304 \(a\)](#) for the approving officials for proposed orders or BPAs using the limited or sole source justification at [FAR 8.405-6](#). See the tailorable [Limited Sources Justification and Approval \(J&A\)](#) template. See [DAFFARS 5306.303-1-90](#) for “Bridge Actions.”

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Subpart 5308.7 - ACQUISITION FROM NONPROFIT AGENCIES EMPLOYING PEOPLE WHO ARE BLIND OR SEVERELY DISABLED

5308.705 Procedures

Refer to the [AbilityOne Procurement Guidebook](#) for acquiring products and services under 41 U.S.C., chapter 85 from nonprofit agencies employing people who are blind or severely disabled.

5308.707 Prices.

Contracting Officers are required to obtain the Fair Market Price (FMP) Determination from the U.S. Ability One Commission prior to contract award.

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PART 5309 - CONTRACTOR QUALIFICATIONS

[DAFFARS PART 5309 Knowledge Center](#)

Revised: June 2024

Sec.

	Subpart 5309.1 - RESPONSIBLE PROSPECTIVE CONTRACTORS	5309.405-1	Continuation of Current Contracts
		5309.405-2	Restrictions on Subcontracting
5309.103	Policy	5309.406-3	Procedures
5309.104-1	General Standards	5309.407-3	Procedures
5309.105-1	Obtaining information.		Subpart 5309.5 - ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST
	Subpart 5309.2 - QUALIFICATION REQUIREMENTS		
5309.202	Policy	5309.503	Waiver
5309.206-1	General	5309.504	Contracting Officer Responsibilities
5309.270-3	Policy	5309.505	General rules.
	Subpart 5309.4 - DEBARMENT, SUSPENSION, AND INELIGIBILITY	5309.506	Procedures.
5309.405	Effect of Listing	5309.507-2	Solicitation Provisions and Contract Clause
		5309.571-7	Systems Engineering and Technical Assistance Contracts

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Subpart 5309.1 - RESPONSIBLE PROSPECTIVE CONTRACTORS

5309.103 Policy

(b)(i) Section 1612 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2018 (P.L. 115-91) requires Space Systems Command (SSC) to establish and maintain a Space Contractor Responsibility Watch List (CRWL). SSC Instruction (SSCI) 64-101, Space Contractor Responsibility Watch List (CRWL), establishes the CRWL and its applicability to space program solicitations or contracts.

5309.104-1 General Standards

When determining financial capability of a contractor, contracting officers shall refer to DFARS Section [232.072](#) to obtain in-depth information to determine a contractor's financial condition/responsibility. The contracting officer shall document the contract file with the determination and findings (D&F). Contracting officers are also highly encouraged to use the [Determination and Findings -- Contractor Responsibility/Qualification template](#).

5309.105-1 Obtaining information.

(2)(iii) Contracting officers shall document the contract file that the Supplier Performance Risk System (SPRS) at <https://piee.eb.mil/> has been checked for supplier risk assessment when determining responsibility. See [204.7603\(c\)](#).

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Subpart 5309.2 - QUALIFICATION REQUIREMENTS

5309.202 Policy

(a)(1) For the designee referenced in [FAR 9.202\(a\)](#), see [MP5301.601\(a\)\(i\)](#).

5309.206-1 General

(b) For the designee referenced in [FAR 9.206-1\(b\)](#), see [MP5301.601\(a\)\(i\)](#).

(e)(3) Whenever a decision is made not to enforce a qualification requirement, the contracting officer shall request concurrence from the activity that established the requirement.

5309.270-3 Policy

(a) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5309.4 - DEBARMENT, SUSPENSION, AND INELIGIBILITY

5309.405 Effect of Listing

(a) See [MP5301.601\(a\)\(i\)](#). Provide a copy of request to [SAF/GCR](#). The request must include a description of efforts taken to establish alternate sources and the impact if the exception is not granted. The cognizant HCA will forward the approved exceptions to GSA.

(b)(ii)(A) See [MP5301.601\(a\)\(i\)](#).

(e)(2) - (3) See [MP5301.601\(a\)\(i\)](#).

5309.405-1 Continuation of Current Contracts

(a)(1) See [MP5301.601\(a\)\(i\)](#).

(a)(2) See [MP5301.601\(a\)\(i\)](#).

5309.405-2 Restrictions on Subcontracting

(a) See [MP5301.601\(a\)\(i\)](#).

5309.406-3 Procedures

(a) *Investigation and referral.*

(i) The contracting officer or the referring person must promptly notify [SAF/GCR](#), their SCO, and their designated legal counsel with all known information relating to the following:

(1) Any non-responsibility determination.

(2) Any indictment, conviction, or civil judgment (including those listed on required certifications, or those disclosed in accordance with [FAR 3.1003](#) or [FAR 52.203-13](#) relating to an offeror's or contractor's lack of integrity or business honesty, regardless of whether the indictment, conviction, or civil judgment related to a government contract.

(3) Any recommended or final termination for default or for cause.

(4) Any recommendation for debarment or suspension.

(5) Any debarred or suspended contractor who bids on a Government contract (including those who indicate debarment or suspension on required certifications).

(ii) The contracting officer must provide additional information as requested by [SAF/GCR](#).

(b) *Decision-making process.*

(2) If [SAF/GCR](#) determines that a hearing is required, the contracting activity must provide witnesses and other support as requested.

5309.407-3 Procedures

The contracting officer must follow the debarment procedures at 5309.406-3 above for suspensions.

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Subpart 5309.5 - ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST**5309.503 Waiver**

See [MP5301.601\(a\)\(i\)](#).

5309.504 Contracting Officer Responsibilities

(c) See [MP5301.601\(a\)\(i\)](#).

5309.505 General rules.

(b)(2) An unfair competitive advantage exists where a contractor competing for award of any Federal contract possesses any information that is relevant to the contract but is not available to all competitors that is acquired as part of official duties by prior government officials, and such information would assist the contractor in obtaining the contract.

5309.506 Procedures.

(d)(3) See [MP5301.601\(a\)\(i\)](#).

5309.507-2 Solicitation Provisions and Contract Clause

(a) In accordance with [FAR 9.507-2](#), insert the clause at [DAFFARS 5352.209-9000](#), *Organizational Conflict of Interest*, substantially as written, in Section I when the contractor's eligibility for future prime contract or subcontract awards shall be restricted because of services being provided as stated in [FAR 9.505-1 through -4](#).

(1) Insert the basic clause when the contractor will be providing systems engineering and/or technical direction. See [FAR 9.505-1](#).

(2) Insert the clause with its Alternate I when the contractor will be preparing specifications or work statements. See [FAR 9.505-2](#).

(3) Insert the clause with its Alternate II when the contractor will be providing technical evaluation or advisory and assistance services. See [FAR 9.505-3](#).

(4) Insert the clause with its Alternate III when the contractor will be obtaining access to proprietary information. See [FAR 9.505-4](#).

(5) Insert the clause with its Alternate IV when the contract is a task ordering contract and when more than one system is supported. The contracting officer may modify Alternate IV to include a list of systems for which task orders may be issued and indicate which organizational conflict of interest provision in paragraph (a)(2) shall apply.

(6) Insert the clause with its Alternate V when the contract provides for delivery orders. The contracting officer shall indicate in each delivery order which organizational conflict of interest provision in paragraph (a)(2) shall apply.

(7) Insert Alternate VI when it is necessary to have the restrictions of this clause included in all or some subcontracts, teaming arrangements, and other agencies calling for performance of work related to the contract.

(b) As prescribed in [FAR 9.507-1](#), insert in Section L the provision at [DAFFARS 5352.209-9001](#), *Potential Organizational Conflict of Interest*, substantially as written.

5309.571-7 Systems Engineering and Technical Assistance Contracts

(c)(1) See [MP5301.601\(a\)\(i\)](#).

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PART 5310 - MARKET RESEARCH

[DAFFARS PART 5310 Knowledge Center](#)

Sec.

5310.002

Procedures

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5310.002 Procedures

See the tailorable [templates](#) for documenting market research conducted.

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PART 5311 - DESCRIBING AGENCY NEEDS

[DAFFARS PART 5311 Knowledge Center](#)

Revised: June 2024

Sec.

5311.103	Subpart 5311.1 - SELECTING AND DEVELOPING REQUIREMENT DOCUMENTS	5311.274-2	Policy for item unique identification
	Market Acceptance	5311.501	Subpart 5311.5 - LIQUIDATED DAMAGES Policy
	Subpart 5311.2 - USING AND MAINTAINING REQUIREMENTS DOCUMENTS	5311.603	Subpart 5311.6 - PRIORITIES AND ALLOCATIONS Procedures

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Subpart 5311.1 - SELECTING AND DEVELOPING REQUIREMENT DOCUMENTS

5311.103 Market Acceptance

(a) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5311.2 - USING AND MAINTAINING REQUIREMENTS DOCUMENTS

5311.274-2 Policy for item unique identification

(b)(1) See [MP5301.601\(a\)\(i\)](#).

(b)(2)(i)(A) See [MP5301.601\(a\)\(i\)](#).

(b)(2)(i)(B) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5311.5 - LIQUIDATED DAMAGES

5311.501 Policy

(d) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5311.6 - PRIORITIES AND ALLOCATIONS

5311.603 Procedures

Department of the Air Force procedures associated with the Defense Priorities and Allocations System (DPAS) are established in [DAFI 63-101/20-101](#), *Integrated Life Cycle Management*.

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PART 5312 - ACQUISITION OF COMMERCIAL ITEMS

[DAFFARS PART 5312 Knowledge Center](#)

Revised: June 2024

INTERIM CHANGE: See Policy Memo [18-C-03](#)

Sec.

	Subpart 5312.1 - ACQUISITION OF COMMERCIAL ITEMS - GENERAL	5312.302	Tailoring of Provisions and Clauses for the Acquisition of Commercial Products and Commercial Services
5312.102	Applicability		Subpart 5312.4 - UNIQUE REQUIREMENTS REGARDING TERMS AND CONDITIONS FOR COMMERCIAL ITEMS
	Subpart 5312.2 - SPECIAL REQUIREMENTS FOR THE ACQUISITION OF COMMERCIAL ITEMS	5312.403	Termination
5312.207	Contract Type		Subpart 5312.70 - DEFENSE COMMERCIAL SOLUTIONS OPENING
5312.272	Preference for Certain Commercial Products and Commercial Services	5312.7003	Limitations.
	Subpart 5312.3 - SOLICITATION PROVISIONS AND CONTRACT CLAUSES FOR THE ACQUISITION OF COMMERCIAL ITEMS	5312.7005	Congressional Notification.

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Subpart 5312.1 - ACQUISITION OF COMMERCIAL ITEMS - GENERAL

5312.102 Applicability

(a)(ii)(B) See [MP5301.601\(a\)\(i\)](#).

(f)(1) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5312.2 - SPECIAL REQUIREMENTS FOR THE ACQUISITION OF COMMERCIAL ITEMS

5312.207 Contract Type

(b)(iii) See [MP5301.601\(a\)\(i\)](#) for approval authority.

5312.272 Preference for Certain Commercial Products and Commercial Services

(b)(2)(i) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5312.3 - SOLICITATION PROVISIONS AND CONTRACT CLAUSES FOR THE ACQUISITION OF COMMERCIAL ITEMS

5312.302 Tailoring of Provisions and Clauses for the Acquisition of Commercial Products and Commercial Services

(c) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5312.4 - UNIQUE REQUIREMENTS REGARDING TERMS AND CONDITIONS FOR COMMERCIAL ITEMS

5312.403 Termination

(b) See [DAFFARS 5349.101](#) for termination approval requirements.

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Subpart 5312.70 - DEFENSE COMMERCIAL SOLUTIONS OPENING

5312.7003 Limitations.

See MP5301.601(a)(i).

5312.7005 Congressional Notification.

The notice of award for the congressional defense committees shall be submitted to [SAF/LLW](#) no later than 35 days after contract award. Maintain proof of submission of award notification in the contract file. Contracting officers may use the DD 1279 as the basis for this notice; however, this notification does not take the place of the Announcement of Contract Award made in accordance with DFARS 205.303 and DAFFARS [5305.303 Announcement of Contract Awards](#).

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PART 5313 - SIMPLIFIED ACQUISITION PROCEDURES

[DAFFARS PART 5313 Knowledge Center](#)

Revised: June 2024

Sec.

	Subpart 5313.1 - PROCEDURES	5313.301	Governmentwide Commercial Purchase Card
5313.106-1	Soliciting from a Single Source	5313.303-5	Purchases Under BPAs
5313.106-3	Award and Documentation		Subpart 5313.5 - SIMPLIFIED PROCEDURES FOR CERTAIN
	Subpart 5313.2 - ACTIONS AT OR BELOW THE MICRO-		COMMERCIAL ITEMS
	PURCHASE THRESHOLD	5313.500	General
5313.201	General	5313.501	Special Documentation Requirements
	Subpart 5313.3 - SIMPLIFIED ACQUISITION METHODS		

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Subpart 5313.1 - PROCEDURES

5313.106-1 Soliciting from a Single Source

(b) For acquisitions that exceed the micro-purchase threshold, but do not exceed the Simplified Acquisition Threshold, the tailorable [Single Source Justification](#) or [Sole Source \(Including Brand Name\) Justification - Simplified Procedures for Certain Commercial Products and Commercial Services](#) revised template may be used.

5313.106-3 Award and Documentation

(a) See the tailorable [Determination of Fair & Reasonable Price](#) template when using Simplified Acquisition Procedures under [FAR 13.1](#).

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Subpart 5313.2 - ACTIONS AT OR BELOW THE MICRO-PURCHASE THRESHOLD

5313.201 General

(g)(1) See [MP5301.601\(a\)\(i\)](#) .

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Subpart 5313.3 - SIMPLIFIED ACQUISITION METHODS

5313.301 Governmentwide Commercial Purchase Card

See [DAFI 64-117](#), *Government Purchase Card Program*.

5313.303-5 Purchases Under BPAs

(b)(1) Individual purchases under BPAs established in accordance with [FAR 13.303-2\(c\)\(3\)](#) may be made up to the purchase limitation identified in the BPA.

(2) Individual purchases of commercial products and commercial services, other than BPAs established in accordance with [FAR 13.303-2\(c\)\(3\)](#), may be made up to the dollar limitation specified in [FAR 13.500](#).

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Subpart 5313.5 - SIMPLIFIED PROCEDURES FOR CERTAIN COMMERCIAL ITEMS

5313.500 General

(c)(1) See [MP5301.601\(a\)\(i\)](#).

5313.501 Special Documentation Requirements

(a)(1)(ii) See the tailorable [Sole Source \(Including Brand Name\) Justification - Simplified Procedures for Certain Commercial Products and Commercial Services](#) template.

(a)(2) See [DAFFARS 5306.304\(a\)](#) for the approving officials for acquisitions using the limited or sole source justification at [FAR 13.501\(a\)\(2\)](#).

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PART 5314 - SEALED BIDDING

[DAFFARS PART 5314 Knowledge Center](#)

Revised: June 2024

Sec.

5314.201-7 Subpart 5314.2 - SOLICITATION OF BIDS
Contract Clauses

5314.407-3 Subpart 5314.4 - OPENING OF BIDS AND AWARD OF
CONTRACT
Other Mistakes Disclosed Before Award

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Subpart 5314.2 - SOLICITATION OF BIDS

5314.201-7 Contract Clauses

(b)(2) See [MP5301.601\(a\)\(i\)](#).

(c)(2) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5314.4 - OPENING OF BIDS AND AWARD OF CONTRACT

5314.407-3 Other Mistakes Disclosed Before Award

- (e) See [MP5301.601\(a\)\(i\)](#).
- (h) The contracting officer shall maintain the records required by [FAR 14.407-3\(h\)](#) in the contract file.

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PART 5315 - CONTRACTING BY NEGOTIATION

[DAFFARS PART 5315 Knowledge Center](#)

[DAFFARS PART 5315.4 Knowledge Center](#)

Revised: June 2024

Sec.

	Subpart 5315.3 — SOURCE SELECTION	5315.404-4	Profit
5315.300	Scope of Subpart	5315.404-70-90	DD Form 1547, Record of Weighted Guidelines Method
5315.371-4	Exceptions		Application, Report Control Symbol: DD-AT&L(Q)1751
5315.371-5	Waiver	5315.405	Price Negotiation
	Subpart 5315.4 — CONTRACT PRICING	5315.406-1	Prenegotiation Objectives
5315.400	(S-90)	5315.406-2	Certificate of Current Cost or Pricing Data
5315.403-1	Prohibition on Obtaining Certified Cost or Pricing Data (10 U.S.C Chapter 271 and 41 U.S.C., Chapter 35)	5315.406-3	Documenting the Negotiation
5315.403-3	Requiring Data Other Than Certified Cost or Pricing Data	5315.407-3	Forward Pricing Rate Agreements
5315.403-4	Requiring Certified Cost or Pricing Data (10 U.S.C. Chapter 271 and 41 U.S.C., Chapter 35)	5315.407-4	Should-cost Review
5315.404-1-90	Pricing Assistance or Pricing Assistance Waiver	5315.407-90	Contract Audit Follow-Up (CAFU)
5315.404-2	Data to Support Proposal Analysis	5315.408	Solicitation Provisions and Contract Clauses
			Subpart 5315.6 — UNSOLICITED PROPOSALS
		5315.606	Agency Procedures

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Subpart 5315.3 — SOURCE SELECTION**5315.300 Scope of Subpart**

See [MP5315.3](#) for required Department of the Air Force Source Selection responsibilities and procedures.

5315.371-4 Exceptions

(a)(2) See [MP5301.601\(a\)\(i\)](#).

5315.371-5 Waiver

(a) When a waiver to the requirement at [DFARS 215.371-2](#) is sought, the contracting officer should provide the following documentation to support the waiver request:

- (1) Summary of market research that documents that competition was anticipated, process used to maximize competition pre-solicitation, and description of solicitation method;
- (2) Rationale why re-advertising for an additional 30 days will likely not obtain two or more offers.
- (3) Rationale for how the price/cost will be determined fair and reasonable with only one offeror.

See [MP5301.601\(a\)\(i\)](#).

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Subpart 5315.4 — CONTRACT PRICING**5315.400 (S-90)**

See [MP5315.4](#) for required Department of the Air Force contract pricing procedures. See the [DoD Sole Source Streamlining Tool Box](#) for techniques to increase efficiency throughout the acquisition process.

5315.403-1 Prohibition on Obtaining Certified Cost or Pricing Data (10 U.S.C Chapter 271 and 41 U.S.C., Chapter 35)

(b) See [MP5301.601 \(a\)\(i\) Department of the Air Force Approval Authority Matrices](#)(a)(i).

(c) *Standards for exceptions from certified cost or pricing data requirements.*

(4) *Waivers.*

(A) *Exceptional case TINA waiver.* See [MP5301.601 \(a\)\(i\) Department of the Air Force Approval Authority Matrices](#)(a)(i). When the waiver is for a subcontractor who has refused to provide cost or pricing data to a prime contractor, the information required must cover both the prime contract and the subcontract. Contracting Officers shall submit waiver requests to the [cognizant HCA Workflow](#). Contracting officers must submit a copy of all signed TINA waivers to the [SAF/AQC Workflow](#) (if HCA is other than DAS(C) or ADAS(C)) within 30 days of approval. Submit the request for OUSD(A&S)/DPC approval to use the exceptional circumstances waiver pursuant to [Class Deviation 2024-O0007 Section 890 Pilot Program to Accelerate Contracting and Pricing Processes](#), to the [SAF/AQC Workflow](#) with the Subject: “DAFFARS 5315.403-1(c)(4)(A) – Section 890 Pilot Program to Accelerate Contracting and Pricing Processes.” For Space Force, follow internal coordination and approval procedures prior to submission to SAF/AQC Workflow for submission by SAF/AQC to DPC.

5315.403-3 Requiring Data Other Than Certified Cost or Pricing Data

(a)(4) See [MP5301.601\(a\)\(i\)](#).

(a)(6)(ii) See [MP5301.601\(a\)\(i\)](#). SCOs must ensure the required information has been uploaded into the [Contractor Denials of Data Requests](#) information within 25 days following the end of the quarter. Negative reports are required.

5315.403-4 Requiring Certified Cost or Pricing Data (10 U.S.C. Chapter 271 and 41 U.S.C., Chapter 35)

(a)(2) See [MP5301.601\(a\)\(i\)](#).

5315.404-1-90 Pricing Assistance or Pricing Assistance Waiver

(a) Required thresholds for requesting pricing assistance:

	Sole Source	Competitive
PEO (Systems)	All Other	All
\$25M or more	\$10M or more	\$100M or more

(b) See [MP5315.404-1-90\(b\)](#) for procedures for requesting pricing assistance.

(c) See [MP5315.404-1-90\(c\)](#) for procedures for requesting a pricing assistance waiver for actions that meet or exceed the required thresholds identified in [5315.404-1-90 Pricing Assistance or Pricing Assistance Waiver](#)(a) above.

5315.404-2 Data to Support Proposal Analysis

See [MP5301.601\(a\)\(i\)](#).

5315.404-4 Profit

(c)(2)(C)(2) See [MP5301.601\(a\)\(i\)](#).

5315.404-70-90 DD Form 1547, Record of Weighted Guidelines Method Application, Report Control Symbol: DD-AT&L(Q)1751

HQ AFMC/PK is the designated Department of the Air Force focal point for weighted guidelines reporting. DD Form 1547s shall be prepared and reported using the web-based [Weighted Guidelines \(WGL\) Application](#). The SCO shall appoint a WGL Administrator at each geographic location. The responsibilities of the WGL Administrator are outlined in the WGL

Administrator's Guide. Refer to the web-enabled version of the [Profit WGL Application and User Application Guides](#) (Users and Administrators).

5315.405 Price Negotiation

(d) In situations where a contractor inadequately supports the proposed price as fair and reasonable despite all attempts by the contracting officer to secure adequate justification through negotiations, these situations should be elevated and documented as described herein. When the contractor insists on a cost/price or demands a profit or fee that the contracting officer considers unreasonable, the contracting officer shall notify the authority one level above the contracting officer and using the instructions in the link immediately submit an [Egregious Pricing Incident Report](#) to [SAF/AQC Workflow](#), and the [cognizant HCA Workflow](#) (if HCA is other than DAS(C) or ADAS(C)). The contracting officer shall also inform the contractor that such action has been taken and continue to attempt to negotiate a fair and reasonable cost/price.

(1) If the Egregious Pricing situation is not resolved through negotiations, the offeror is ineligible for award unless the cognizant HCA determines, in writing, that it is in the best interest of the Government to make award to that offeror, based on consideration of the following:

- (i) The program or mission partner need for the item(s) or service(s) in terms of the specific mission contribution;
- (ii) The challenges to reaching and efforts made to reach a fair and reasonable cost/price; and
- (iii) Increased cost or harm to the Government if award is not made.

(2) The PEO or Wing Commander (or other corresponding authority) and SCO shall certify to the cognizant HCA that the conditions listed in (d)(1) exist and award should be made. [DAFFARS 5301.7](#) provides instructions for the submission of the Determination and Findings (D&F).

(3) Contracting officers, with coordination from the cognizant SCO, must report price negotiation situations, where (d) (1) applies, to the [SAF/AQC Workflow](#) and the [cognizant HCA Workflow](#) (if HCA is other than DAS(C) or ADAS(C)) no later than 30 days after negotiations have concluded. Update the [Egregious Pricing Incident Report](#) completed under paragraph (d) with post-negotiation information and submit a copy of the final negotiation memorandum and D&F as attachments.

(4) The procedures specified in (d)(1-3) above apply to situations where certified cost and pricing data are required and to situations when certified cost and pricing data are not required. If used in situations where other than certified cost or pricing data is required and [FAR 15.403-3\(a\)\(4\)](#) applies, contracting officers should also complete reporting requirements required under DAFFARS [5315.403-3\(a\)\(6\)\(ii\)](#) above.

5315.406-1 Prenegotiation Objectives

(b)(ii) *Adjudication Procedures*. The contracting officer must forward DCAA requests for Air Force management review through their management chain and provide the SCO name and contact information to the cognizant DCAA representative. If disagreements remain, the SCO must elevate the issue to the [cognizant HCA Workflow](#) to support any request from DCAA for further elevation of the issue(s).

(b)(90) A Preliminary Price Negotiation Memorandum (PPNM) is required for all actions of \$10M or more. The [DAF PPNM template](#) may be tailored for use.

5315.406-2 Certificate of Current Cost or Pricing Data

To aid contractors in submitting properly executed Certificates of Current Cost or Pricing Data, contracting officers may provide the fillable [Certificate of Current Cost or Pricing Data template](#) to use as a guide.

5315.406-3 Documenting the Negotiation

(a) See the [Price Negotiation Memorandum \(PNM\) Checklist](#) that may be used to ensure PNMs contain all required information. For contract actions valued below the [Truthful Cost or Pricing Data threshold](#), the DAF Streamlined PNM Format for [supplies or services](#) is available for use. If the value of the contract action exceeds the Truthful Cost or Pricing Data threshold and no exception to the Truthful Cost or Pricing Data threshold applies, pricing documentation is expected to address the cost element composition of the proposed, objective, and negotiated positions at an appropriate level of detail based on the value and complexity of the pricing action. The [final PNM template](#) and streamlined PNM templates for [supplies or services](#) may be tailored for use.

5315.407-3 Forward Pricing Rate Agreements

(b)(i) See [MP5301.601\(a\)\(i\)](#).

5315.407-4 Should-cost Review

(b) *Program should-cost review.*

(4) The contracting office organizes and manages the program should-cost review. The team chief is responsible for the completion of the should-cost review team report.

(c)(2)(B) See [MP5301.601\(a\)\(i\)](#).

5315.407-90 Contract Audit Follow-Up (CAFU)

Follow [MP5315.407-90](#) for conducting CAFU activities.

5315.408 Solicitation Provisions and Contract Clauses

(2)(i)(A)(2) See [MP5301.601\(a\)\(i\)](#).

(ii)(A)(2) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5315.6 — UNSOLICITED PROPOSALS**5315.606 Agency Procedures**

See [MP5315.606-90](#) for points of contact and procedures for controlling the receipt, handling, evaluation, and timely disposition of unsolicited proposals.

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PART 5316 - TYPES OF CONTRACTS

[DAFFARS PART 5316 Knowledge Center](#)

Revised: June 2024

Sec.

■	5316.103	Subpart 5316.1 - SELECTING CONTRACT TYPES	■	5316.503	Requirements Contracts
		Negotiating Contract Type		5316.504	Indefinite-Quantity Contracts
■	5316.206	Subpart 5316.2 — FIXED-PRICE CONTRACTS	■	5316.505	Ordering
		— Fixed-Ceiling-Price Contracts With Retroactive Price		5316.505-90	Decentralized Ordering
■	5316.206-3	Redetermination	■	5316.601	Subpart 5316.6 — TIME-AND-MATERIALS, LABOR-HOUR, AND LETTER CONTRACTS
		Limitations			Time-and-materials contracts
■	5316.401	Subpart 5316.4 — INCENTIVE CONTRACTS	■	5316.603	Letter Contracts
		General		5316.603-2	Application
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		Subpart 5316.5 — INDEFINITE-DELIVERY CONTRACTS			

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Subpart 5316.1 - SELECTING CONTRACT TYPES

5316.103 Negotiating Contract Type

- (d) See the tailorable [Type of Contract Determination and Findings](#) template.

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| Subpart 5316.2 — FIXED-PRICE CONTRACTS

5316.206 — Fixed-Ceiling-Price Contracts With Retroactive Price Redetermination

5316.206-3 Limitations

(d) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5316.4 — INCENTIVE CONTRACTS**5316.401 General**

- (d)(i) See [MP5301.601\(a\)\(i\)](#).
- (d)(ii) See [MP5301.601\(a\)\(i\)](#).
- (e)(3)(i) See [MP5301.601\(a\)\(i\)](#).

5316.405-2 Cost-Plus-Award-Fee Contracts

- (1) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5316.5 — INDEFINITE-DELIVERY CONTRACTS**5316.503 Requirements Contracts**

(b)(2) See [5316.504 Indefinite-Quantity Contracts](#)(c)(1)(ii)(D).

(d) Unless the determination is made by the acquisition approving authority as part of the written acquisition plan, the CO has the authority to make the determinations required by FAR [16.503](#)(d) related to limitations on the use of requirements contracts for advisory and assistance services.

5316.504 Indefinite-Quantity Contracts

(a)(2) Upon execution of the contract, an obligation shall be recorded based upon the issuance of a task-order or delivery-order for the cost/price of the minimum quantity specified. (See [DoD7000.14-R](#), Volume 3, Chapter 8, paragraph 6.4)

(c) *Multiple award preference*

(1) (ii)(D)(1) See [MP5301.601\(a\)\(i\)](#). See the tailorable [Limitation on Single Award IDIQ and TO/DO Contracts](#) Determination and Findings template. Provide a copy of the written determination to the [cognizant HCA Workflow](#).

(2) *Contracts for advisory and assistance services.*

(i)(A) Unless the determination is made by the acquisition approving authority as part of the written acquisition plan, the CO has the authority to determine that multiple awards are not practicable.

(B) Unless the determination is made by the source selection authority as part of the written source selection decision document, the CO has the authority to determine that only one offeror is capable of providing the services required at the level of quality required.

(ii) Unless the determination is made by the acquisition approving authority as part of the written acquisition plan, the CO has the authority to determine that the advisory and assistance services are incidental and not a significant component of the contract.

5316.505 Ordering

(b) *Orders under multiple award contracts.*

(1) *Fair opportunity.*

(ii) The contracting officer must use streamlined ordering procedures. SCOs must justify the use of [FAR 15.3](#) Source Selection Procedures for any contract or task-order or delivery-order, regardless of dollar value made in accordance with [FAR 16.505](#). The SCO must submit justifications to the [cognizant HCA Workflow](#) before proceeding with the source selection and/or Clearance session.

(2) *Exceptions to the fair opportunity process.*

(ii) See the tailorable [Justification for an Exception to Fair Opportunity](#) template.

(C) *Approval.* For all exceptions to fair opportunity, follow guidance in [DAFFARS 5306.304](#). For those meeting the definition of a bridge action at [DAFFARS 5302.101](#), also follow [DAFFARS 5306.303-1-90](#).

(4) See [MP5301.601\(a\)\(i\)](#).

(7) *Decision documentation for orders.* Unless designated otherwise by the acquisition approving authority, SADA, or SCO, the contracting officer has decision making authority.

(8) *Task-order and delivery-order ombudsman.* See [DAFFARS 5301.91](#).

5316.505-90 Decentralized Ordering

For contracts that authorize decentralized ordering (i.e., ordering by a contracting office at any other location), the contracting officer with overall responsibility for the contract must:

(a) Ensure that adequate control procedures are in place before any orders are authorized; and

(b) Exercise oversight of decentralized ordering throughout the period of performance under the contract to ensure that the procedures are followed.

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Subpart 5316.6 — TIME-AND-MATERIALS, LABOR-HOUR, AND LETTER CONTRACTS**5316.601 Time-and-materials contracts**

(c) *Application*. See [5312.207\(b\)](#) for the use of time-and-material contracts for certain commercial services

(d) *Limitations*

(i)(A) *Approval of determination and findings for time-and-materials or labor-hour contracts*.

(1) *Base period plus any option periods is three years or less*. For the Department of the Air Force, the threshold at DFARS 216(d)(i)(A)(1)(i) and (ii) is \$10 million in lieu of \$1 million.

(3) *Exception*. See [MP5301.601\(a\)\(i\)](#).

(B) *Content of determination and findings*. The D&F shall address the requirements of FAR 16.103(d)(1) and DFARS 216.601(d)(i)(B). See the tailorable [Limitation on T&M and LH Contracts](#) Determinations and Findings template.

(1)(ii) See [MP5301.601\(a\)\(i\)](#).

5316.603 Letter Contracts**5316.603-2 Application**

(c)(3) See [MP5301.601\(a\)\(i\)](#).

5316.603-3 Limitations

See [MP5301.601\(a\)\(i\)](#).

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PART 5317 - SPECIAL CONTRACTING METHODS

[DAFFARS PART 5317 Knowledge Center](#)

Revised: June 2024

Sec.

	Subpart 5317.1 — MULTIYEAR CONTRACTING		Subpart 5317.7 — INTERAGENCY ACQUISITIONS: ACQUISITIONS BY NONDEFENSE AGENCIES ON BEHALF OF THE DEPARTMENT OF DEFENSE
5317.105-1	Uses		
5317.106	Procedures		
5317.106-3	Special Procedures Applicable to DoD, NASA, and the Coast Guard	5317.703	Policy
■ 5317.170	General	5317.770	Procedures
5317.171	Multiyear Contracts for Services	■ 5317.7402	Subpart 5317.74 — UNDEFINITIZED CONTRACT ACTIONS
5317.172	Multiyear Contracts for Supplies	■ 5317.7404	Exceptions
5317.173	Multiyear Contracts for Military Family Housing	5317.7404-1	Limitations
5317.174	Multiyear Contracts for Electricity from Renewable Energy Sources	■ 5317.7404-3	Authorization
	Subpart 5317.2 — OPTIONS	5317.7404-5	Definitization Schedule
■ 5317.204	Contracts	■ 5317.7405	Exceptions
5317.205	Documentation	5317.7405	Plans and Reports
■ 5317.207	Exercise of Options	5317.7406	Contract Clauses
	Subpart 5317.5 — INTERAGENCY ACQUISITIONS		Subpart 5317.75 — ACQUISITION OF REPLENISHMENT PARTS
5317.500	Scope of Subpart	5317.7502	General
5317.502-2	The Economy Act	5317.7504	Acquisition of Parts When Data is Not Available
		5317.7505	Limitations on Price Increases

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Subpart 5317.1 — MULTIYEAR CONTRACTING**5317.105-1 Uses**

(b) See [MP5301.601\(a\)\(i\)](#). Before entering into any multiyear contract, the contracting officer must review current statute and other Congressional language for potential restrictions.

5317.106 Procedures

See the [Multiyear Contracting Guide](#) for general guidance on how to use multi-year contracting to acquire supplies and services.

5317.106-3 Special Procedures Applicable to DoD, NASA, and the Coast Guard

(f) See [MP5301.601\(a\)\(i\)](#).

(g) See [MP5301.601\(a\)\(i\)](#).

5317.170 General

(a) See [MP5301.601\(a\)\(i\)](#).

(b) See [MP5301.601\(a\)\(i\)](#).

(d)(4) The contracting officer must provide the congressional notification described in [DFARS 217.170\(d\)\(1\)](#), using the 1279 format in [MP5305.303](#), to the [cognizant HCA Workflow](#) 40 days before the planned contract award date, with an information copy to [SAF/FMBL](#), [SAF/LLW](#), and the SCO. The cognizant HCA will notify the DoD offices listed in [DFARS 217.170\(d\)\(4\)](#). This congressional notification does not fulfill the requirement to announce contract awards in accordance with [FAR 5.3](#), as supplemented.

5317.171 Multiyear Contracts for Services

(c) See [MP5301.601\(a\)\(i\)](#).

5317.172 Multiyear Contracts for Supplies

(f)(2) See [MP5301.601\(a\)\(i\)](#).

(g) See [MP5301.601\(a\)\(i\)](#). The contracting officer must provide the information supporting all requirements described in [DFARS 217.172\(g\)\(2\)](#) through the SCO to the [cognizant HCA workflow](#).

(h) See [MP5301.601\(a\)\(i\)](#).

5317.173 Multiyear Contracts for Military Family Housing

See [MP5301.601\(a\)\(i\)](#).

5317.174 Multiyear Contracts for Electricity from Renewable Energy Sources

(b) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5317.2 — OPTIONS**5317.204 Contracts**

(e) Unless otherwise restricted by statute or [DFARS 217.204\(e\)\(i\)-\(iii\)](#), the Acquisition Plan (AP) approving authority has the authority to approve contract periods in excess of the limitations specified in [FAR 17.204\(e\)](#). If an AP/Acquisition Strategy Panel (ASP), or Life Cycle Sustainment Plan (LCSP) is not required, the contracting officer has the authority to approve such extended contract periods. This approval is not required if the total contract period, including options and modifications, exceeds the limitations specified in [FAR 17.204\(e\)](#) solely due to the inclusion of [FAR Clause 52.217-8](#), “Option to Extend Services,” at an amount specified in or reasonably determinable from the terms of the contract.

(e)(i)(B) Unless otherwise restricted by statute, the AP approving authority has the authority to approve extensions of the ordering period of a task order or delivery order contract (including a contract for information technology) awarded pursuant to 10 U.S.C. 3403 for one or more successive periods as provided in [DFARS 217.204\(e\)\(i\)\(B\)](#). If an AP/ASP/LCSP is not required, the contracting officer has the authority to approve such extensions.

(e)(i)(C) See [MP5301.601\(a\)\(i\)](#).

(e)(iii) See [MP5301.601\(a\)\(i\)](#).

5317.205 Documentation

See the tailorable [Justification for the Inclusion of Option\(s\)](#) template.

5317.207 Exercise of Options

(c) See the tailorable [Determination and Findings -- Exercising an Option](#) template.

(i) If the contract is a space program contract to which SSCI 64-101 applies, the contracting officer must check the [Space Contractor Responsibility Watch List \(CRWL\)](#). If the contractor is listed on the CRWL, the contracting officer shall not exercise the option without obtaining SSC/CC approval (see [5309.103\(b\)\(i\)](#))

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Subpart 5317.5 — INTERAGENCY ACQUISITIONS**5317.500 Scope of Subpart**

See [AFI 65-118](#) for processing interagency acquisitions, to include acquisitions authorized under The Economy Act.

5317.502-2 The Economy Act

(c)(2) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5317.7 — INTERAGENCY ACQUISITIONS: ACQUISITIONS BY NONDEFENSE AGENCIES ON BEHALF OF THE DEPARTMENT OF DEFENSE

5317.703 Policy

(e) See [MP5301.601\(a\)\(i\)](#).

5317.770 Procedures

See [AFI 65-118](#) for procedures on reviewing and approving orders placed for supplies and services under non-DoD contracts, either through direct or assisted acquisition.

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Subpart 5317.74 — UNDEFINITIZED CONTRACT ACTIONS**5317.7402 Exceptions**

(a)(4) Follow [DFARS 217.74](#) when contracting for long-lead items procured with other than advance procurement funds. When procurement funds must be added to an undefinitized long-lead procurement contract issued with advance procurement funds prior to definitization, follow the procedures at [DFARS 217.74](#).

(b) When complying with the requirements described in [DFARS 217.7402\(b\)](#), SCOs must provide a courtesy copy to the [cognizant HCA Workflow](#). Maintain proof of submission in the contract file.

5317.7404 Limitations

(a)(1)(ii) See 5317.7404-1 below for approval authority to enter into a UCA for a foreign military sale.

(b)(2) See [MP5301.601\(a\)\(i\)](#). See the tailorable [HCA Approval of UCA Unilateral Definitization template](#).

5317.7404-1 Authorization

See [MP5301.601\(a\)\(i\)](#). See the tailorable [Request for Authority to Issue a UCA](#) template.

5317.7404-3 Definitization Schedule

(a)(1) See [MP5301.601\(a\)\(i\)](#). See the tailorable [HCA Determination to Extend UCA Definitization template](#). If the date of the approved UCA Definitization Extension passes, a new determination shall be requested.

5317.7404-5 Exceptions

(b) See [MP5301.601\(a\)\(i\)](#).

5317.7405 Plans and Reports

To comply with the Consolidated UCA Management Plan and Semi-annual Consolidated UCA Management Report requirements described in [DFARS 217.7405](#), SCOs are required to ensure UCAs with a value equal to or exceeding \$5 million are input/updated in the [PMRT UCA/UCO Reporting Tool](#) on a semi-annual basis no later than April 10th and October 10th of each year. For any reportable UCA that falls 30 days behind its schedule, update status in the reporting tool to identify actions taken to get back on schedule. In addition, the SCO shall ensure a copy of the record of weighted guidelines, or alternative documentation, for each definitized UCA with a value equal to or exceeding \$100 million, as described in [DFARS PGI 217.7405\(1\)](#), is included with the semi-annual reporting. Special access program offices will provide the information directly to the [cognizant HCA workflow](#), as appropriate.

5317.7406 Contract Clauses

Contracting officers must insert the clause at [DAFFARS 5352.217-9000](#), *Long Lead Limitation of Government Liability*, in all long-lead procurement solicitations and contracts initiated with advance procurement funds.

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Subpart 5317.75 — ACQUISITION OF REPLENISHMENT PARTS**5317.7502 General****5317.7504 Acquisition of Parts When Data is Not Available**

(4)(ii) See [MP5301.601\(a\)\(i\)](#).

5317.7505 Limitations on Price Increases

(b) See [MP5301.601\(a\)\(i\)](#).

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PART 5318 - EMERGENCY ACQUISITIONS

[DAFFARS PART 5318 Knowledge Center](#)

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	Subpart 5318.0 – SCOPE OF PART		Subpart 5318.2 — EMERGENCY ACQUISITION
5318.001	Definition		FLEXIBILITIES
	Subpart 5318.1 — AVAILABLE ACQUISITION FLEXIBILITIES	5318.201	Contingency Operation
5318.125	Protest to GAO	5318.202	Defense or Recovery from Certain Attacks
		5318.270	Head of Contracting Activity Determinations

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Subpart 5318.0 – SCOPE OF PART**5318.001 Definition**

A *Contingency Contracting Officer (CCO)* is a person with contracting authority to enter into, administer, and terminate contracts on behalf of the Government in support of a local contingency, steady-state deployments, or other contingency operations. The CCO also acts as the primary business advisor to the deployed/incident commander or the Emergency Operations Center (EOC) director.

Subpart 5318.1 — AVAILABLE ACQUISITION FLEXIBILITIES**5318.125 Protest to GAO**

See [MP5301.601\(a\)\(i\)](#) and [DAFFARS 5333.104](#).

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Subpart 5318.2 — EMERGENCY ACQUISITION FLEXIBILITIES**5318.201 Contingency Operation**

(b) *Micro-purchase threshold*. For delegation of HCA responsibility regarding micro-purchases of supplies or services to be used in support of a contingency operation, see [MP5301.601\(a\)\(i\)](#).

(c) *Simplified acquisition threshold*. For delegation of HCA responsibility regarding an increase in simplified acquisition threshold, see [MP5301.601\(a\)\(i\)](#).

(1) *Selection, appointment, and termination of appointment*. Requirements for the selection, appointment and termination of CCOs are described in DAFFARS [5301.603-2-90](#).

(S-90) For Air Force Contingency readiness policies, responsibilities, and implementing procedures, see [AFI 64-105](#), *Contingency Contracting Support*.

(S-91) Assign and maintain DoD Activity Address Codes (DoDAAC) for deployed forces within the area of responsibility, as required. See [DAFFARS 5304.7003-90](#).

(2) See [MP5301.601\(a\)\(i\)](#).

5318.202 Defense or Recovery from Certain Attacks

See [MP5301.601\(a\)\(i\)](#).

5318.270 Head of Contracting Activity Determinations

See [MP5301.601\(a\)\(i\)](#).

(S-90) HQ AFICC is the Department of the Air Force HCA designee for all delegable HCA responsibilities during contingency operations when determined by the HCA and may become the Joint Theater Support Contracting Command (JTSCC) or Joint Task Force Contracting commanding general if designated in the Combatant Commander's (CCDR) plan IAW [AFI 64-105](#). HCA authorities already delegated to a Senior Contracting Officer or a lower level in [MP5301.601\(a\)\(i\)](#) will remain in effect and do not need to be re-delegated.

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PART 5319 - SMALL BUSINESS PROGRAMS

[DAFFARS PART 5319 Knowledge Center](#)

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Sec.

		Subpart 5319.2 — POLICIES		5319.810	SBA Appeals
	5319.201	General Policy			Subpart 5319.13 – HISTORICALLY UNDERUTILIZED
	5319.202	Specific Policy			BUSINESS ZONE (HUBZONE) PROGRAM
		Subpart 5319.5 — SMALL BUSINESS TOTAL SET-ASIDES, PARTIAL SET-ASIDES, AND RESERVES	5319.1305		HUBZone Set-Aside Procedures
5319.502-8		Rejecting Small Business Administration Recommendations			Subpart 5319.14 – SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS PROCUREMENT PROGRAM
		Subpart 5319.6 — CERTIFICATES OF COMPETENCY AND DETERMINATIONS OF RESPONSIBILITY	5319.1405		Service-disabled Veteran-owned Small Business Set-aside Procedures
5319.602-3		Resolving differences between the agency and the Small Business Administration			Subpart 5319.15 – WOMEN-OWNED SMALL BUSINESS PROGRAM
		Subpart 5319.8 — CONTRACTING WITH THE SMALL BUSINESS ADMINISTRATION (THE 8(A) PROGRAM)	5319.1505		Set-aside Procedures

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Subpart 5319.2 — POLICIES**5319.201 General Policy**

(b) See [MP5301.601\(a\)\(i\)](#).

(c)(8) See [MP5301.601\(a\)\(i\)](#).

(c)(10)(A) SB specialists review acquisitions as required by [DFARS 219.201\(c\)\(10\)\(A\)](#) to include task orders and delivery orders (excluding awards under Phase I and Phase II of the Small Business Innovation Research/Small Business Technology Transfer Programs). SB specialists shall review actions over \$10,000, but under the simplified acquisition threshold, when required by the Director, SAF/SB or by written, joint agreement of the SCO and the MAJCOM/FLDCOM/DRU/DAFRCO Director of Small Business in accordance with [DFARS PGI 219.201\(c\)\(10\)\(1\)](#).

(B) Document review on the [DD Form 2579](#), *Small Business Coordination Record*. (Please note, you have to download the form from the link). Except for AFMC, forward a copy of all completed DD Forms 2579 in excess of \$1,000,000 to the applicable MAJCOM/FLDCOM/DRU Director of Small Business prior to convening an Acquisition Strategy Panel or prior to finalizing the Acquisition Strategy if an ASP is not convened. In those instances where the SB specialist and the SBA/PCR are precluded from the review process due to security classification, the contracting officer must complete a [DD Form 2579](#), and the COCO must review and coordinate on the form.

(d)(1) The contracting office shall coordinate with the SB specialist as early in the acquisition planning process as practicable to enable early engagement on Air Force Small Business Program requirements. Refer to [AFI 90-1801](#), *Small Business Programs*.

(d)(2) The SB specialist shall coordinate with SAF/SB when an acquisition strategy or plan involves substantial bundling.

(d)(3) The SB specialist shall coordinate with SAF/SB on all determinations and findings that involve substantial bundling.

5319.202 Specific Policy

Contracting officers shall provide for review by the Director, SAF/SB, or the Director's designee, any acquisition the Director, SAF/SB, deems necessary to fulfill the Director's authorities and responsibilities in [AFI 90-1801](#) to provide advice and make recommendations. The contracting officer shall document the contract file with the recommendations of the Director, or the Director's designee, and whether the recommendations were accepted or rejected.

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Subpart 5319.5 — SMALL BUSINESS TOTAL SET-ASIDES, PARTIAL SET-ASIDES, AND RESERVES**5319.502-8 Rejecting Small Business Administration Recommendations**

(b) See [MP5301.601\(a\)\(i\)](#).

(d) When notified by the SBA that it has filed an appeal with the Agency Head, follow 5319.810 below to prepare an appeal case file.

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Subpart 5319.6 — CERTIFICATES OF COMPETENCY AND DETERMINATIONS OF RESPONSIBILITY**5319.602-3 Resolving differences between the agency and the Small Business Administration**

(a)(3) The contracting officer will prepare and submit a request to appeal, with an appeal case file prepared IAW 5319.810(b)(2) below, through the SCO (or designee) to [SAF/SB](#) with copy provided to the MAJCOM/FLDCOM SB Office.

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Subpart 5319.8 — CONTRACTING WITH THE SMALL BUSINESS ADMINISTRATION (THE 8(A) PROGRAM)

5319.810 SBA Appeals

(a) See [HAF MD 1-30](#), On behalf of the SecAF, SAF/SB is responsible for resolving the SBA's complaints to the Agency Head and determining whether the SBA's appeals will be granted or denied.

(b)(2) When notified by the SBA of an intent to appeal and within ten work days of receipt of the formal appeal, the contracting officer will prepare and submit an appeal case file through the SCO (or designee) to [SAF/SB](#) with a copy provided to the MAJCOM/FLDCOM SB Office. The appeal case file must include (1) a statement by the contracting officer, which sets forth the decision rationale and addresses the appeal issues on a point-by-point basis; (2) supporting documents related to controversial aspects of the appeal; (3) supporting documents related to results of market research; (4) The completed [DD Form 2579](#) and SBA Form 70 and any related correspondence; (5) a summary of the procurement history; (6) a copy of the solicitation's evaluation and award factors; (7) supporting documents related to the suspension of all actions on the requirement pending outcome of the appeal; and (8) evidence of case file review and/or concurrence by the local Small Business, Legal, and Clearance and Program Support offices prior to submission to SAF/SB.

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Subpart 5319.13 – HISTORICALLY UNDERUTILIZED BUSINESS ZONE (HUBZONE) PROGRAM**5319.1305 HUBZone Set-Aside Procedures**

(d)(1) When notified by the SBA of an intent to appeal with the Agency Head, the contracting officer shall follow 5319.810 above to prepare an appeal case file.

(d)(2) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5319.14 – SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS PROCUREMENT PROGRAM**5319.1405 Service-disabled Veteran-owned Small Business Set-aside Procedures**

(d) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5319.15 – WOMEN-OWNED SMALL BUSINESS PROGRAM**5319.1505 Set-aside Procedures**

(i)(2) When notified by the SBA of an intent to appeal with the Agency Head, the contracting officer shall follow 5319.810 above to prepare an appeal case file.

(i)(3) See [MP5301.601\(a\)\(i\)](#).

(i)(5) See [MP5301.601\(a\)\(i\)](#).

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PART 5322 - APPLICATION OF LABOR LAWS TO GOVERNMENT ACQUISITIONS

[DAFFARS PART 5322 Knowledge Center](#)

Revised: June 2024

Sec.

	Subpart 5322.1 — BASIC LABOR POLICIES		5322.504	General requirements for project labor agreements.
5322.101-1	General			Subpart 5322.8 — EQUAL EMPLOYMENT OPPORTUNITY
5322.101-3-70	Impact of Labor Disputes on Defense Programs		5322.805	Procedures
5322.103-4	Approvals			Subpart 5322.18 — EMPLOYMENT ELIGIBILITY
	Subpart 5322.3 — CONTRACT WORK HOURS AND SAFETY			VERIFICATION
	STANDARDS STATUTE		5322.1802	Policy
5322.302	Liquidated Damages and Overtime Pay			Subpart 5322.70 — RESTRICTIONS ON THE EMPLOYMENT
	Subpart 5322.4 — LABOR STANDARDS FOR CONTRACTS			OF PERSONNEL FOR WORK ON CONSTRUCTION AND
	INVOLVING CONSTRUCTION			SERVICE CONTRACTS IN NONCONTIGUOUS STATES
5322.406-13	Semi-annual Enforcement Reports		5322.7003	Waivers
	Subpart 5322.5 — Use of Project Labor Agreements for Federal			
	Construction Projects			

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Subpart 5322.1 — BASIC LABOR POLICIES

5322.101-1 General

Contracting officers must involve the Regional Labor Advisors in all labor relation actions outlined in [FAR Part 22](#), as required. [DAFI 64-106](#), *Contractor Labor Relations Activities*, identifies the Regional Labor Advisors and their assigned geographical areas.

(e) See [MP5301.601\(a\)\(i\)](#) regarding authority to designate contracts requiring contractors to report actual or potential labor disputes to the contracting activity in addition to the following:

- (i) Construction contracts in excess of the simplified acquisition threshold (SAT);
- (ii) Service contracts in excess of the SAT; and,
- (iii) Any contract that contains the clause at [FAR 52.222-1](#), *Notice to the Government of Labor Disputes*, (e.g., mission critical services).

5322.101-3-70 Impact of Labor Disputes on Defense Programs

- (b)(ii) See [MP5301.601\(a\)\(i\)](#).

5322.103-4 Approvals

- (a) The contracting officer is designated the agency approving official.

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Subpart 5322.3 — CONTRACT WORK HOURS AND SAFETY STANDARDS STATUTE**5322.302 Liquidated Damages and Overtime Pay**

(c) The Regional Labor Advisors are the agency officials responsible for acting on appeals in accordance with [DFARS 222.302\(2\)](#). The Chief Air Force Labor Advisor ([SAF/AQCA](#)) and the Regional Labor Advisors are authorized to take the actions in accordance with [FAR 22.302\(c\)](#).

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Subpart 5322.4 — LABOR STANDARDS FOR CONTRACTS INVOLVING CONSTRUCTION**5322.406-13 Semi-annual Enforcement Reports**

See [MP5301.601\(a\)\(i\)](#).

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Subpart 5322.5 — Use of Project Labor Agreements for Federal Construction Projects

5322.504 General requirements for project labor agreements.

(d) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5322.8 — EQUAL EMPLOYMENT OPPORTUNITY**5322.805 Procedures**

(a)(8) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5322.18 — EMPLOYMENT ELIGIBILITY VERIFICATION**5322.1802 Policy**

(d) See [MP5301.601\(a\)\(i\)](#).

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**Subpart 5322.70 — RESTRICTIONS ON THE EMPLOYMENT OF PERSONNEL FOR WORK ON
CONSTRUCTION AND SERVICE CONTRACTS IN NONCONTIGUOUS STATES**

5322.7003 Waivers

See [MP5301.601\(a\)\(i\)](#).

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PART 5323 - ENVIRONMENT, ENERGY AND WATER EFFICIENCY, RENEWABLE ENERGY TECHNOLOGIES, OCCUPATIONAL SAFETY, AND DRUG-FREE WORKPLACE

[DAFFARS PART 5323 Knowledge Center](#)

Revised: June 2024

Sec.

	Subpart 5323.3 — HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	5323.804-90	Contract Clauses
5323.370-4	Procedures		Subpart 5323.90 — HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS
	Subpart 5323.8 — OZONE-DEPLETING SUBSTANCES	5323.9001	Contract Clause
5323.803	Policy		

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Subpart 5323.3 — HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA**5323.370-4 Procedures**

(1) *Preaward phase.*

(i)(A)(2) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5323.8 — OZONE-DEPLETING SUBSTANCES**5323.803 Policy**

(a) Requiring activities must obtain approval in accordance with [AFMAN 32-7002](#) Environmental Compliance and Pollution Prevention, paragraph 3.3.5.1.1.8 before a specification or standard that requires the use of a class I ozone-depleting substance (ODS), or that can be met only through the use of an ODS, is authorized in any solicitation or contract/order.

5323.804-90 Contract Clauses

Include DAFFARS clause [5352.223-9000](#) in all solicitations and contracts/orders unless the requiring activity obtains approval IAW paragraph 5323.803(a) above. If approval is obtained, the contracting officer must instead use [FAR clause 52.223-11](#).

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Subpart 5323.90 — HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS**5323.9001 Contract Clause**

The contracting officer may insert DAFFARS clause [5352.223-9001](#) in solicitations and contracts, other than for construction, which require performance on a Government installation if needed. The contracting officer should coordinate these requirements with the Chief Engineer and include this clause only for efforts where these requirements are not already spelled out in the technical requirements documents which will also be included in the resultant contract.

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PART 5325 - FOREIGN ACQUISITION

[DAFFARS PART 5325 Knowledge Center](#)

Revised: June 2024

Sec.

	Subpart 5325.1 — BUY AMERICAN - SUPPLIES		Subpart 5325.70 — AUTHORIZATION ACTS, APPROPRIATIONS ACTS, AND OTHER STATUTORY RESTRICTIONS ON FOREIGN ACQUISITION
5325.103	Exceptions		
	Subpart 5325.2 — BUY AMERICAN – CONSTRUCTION MATERIALS	5325.7002-2	Exceptions
5325.202	Exceptions	5325.7003-3	Exceptions
5325.204	Evaluating Offers of Foreign Construction Material	5325.7008	Waiver of Restrictions of 10 U.S.C. 4864
	Subpart 5325.4 — TRADE AGREEMENTS	5325.7021-3	National security waiver of disclosure
5325.403	World Trade Organization Government Procurement Agreement and Free Trade Agreements		Subpart 5325.73 — ACQUISITIONS FOR FOREIGN MILITARY SALES
	Subpart 5325.6 — AMERICAN RECOVERY AND REINVESTMENT ACT - BUY AMERICAN STATUTE - CONSTRUCTION MATERIALS	5325.7301-2	Solicitation Approval for Sole Source Contracts
			Subpart 5325.75 — BALANCE OF PAYMENTS PROGRAM
5325.603	Exceptions	5325.7501	Policy
	Subpart 5325.10 — ADDITIONAL FOREIGN ACQUISITION REGULATIONS		Subpart 5325.77 — ACQUISITIONS IN SUPPORT OF OPERATIONS IN AFGHANISTAN
5325.1001	Waiver of Right to Examination of Records	5325.7703-2	Determination requirements.

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Subpart 5325.1 — BUY AMERICAN - SUPPLIES**5325.103 Exceptions**

- (a)(ii)(B)(1) See [MP5301.601\(a\)\(i\)](#) for public interest exception approvals.
- (a)(ii)(B)(2) See [MP5301.601\(a\)\(i\)](#) for public interest exception approvals.
- (a)(ii)(B)(3) See [MP5301.601\(a\)\(i\)](#) for public interest exception approvals.
- (b)(ii)(A) Follow [MP5325.103](#) when a determination of non-availability is required by [FAR 25.103](#) and [DFARS 225.103](#).
See [MP5301.601\(a\)\(i\)](#) for nonavailability determination approvals.
- (b)(ii)(B) Follow [MP5325.103](#) when a determination of non-availability is required by [FAR 25.103](#) and [DFARS 225.103](#).
See [MP5301.601\(a\)\(i\)](#) for nonavailability determination approvals.
- (b)(ii)(C) Follow [MP5325.103](#) when a determination of non-availability is required by [FAR 25.103](#) and [DFARS 225.103](#).
See [MP5301.601\(a\)\(i\)](#) for nonavailability determination approvals.

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Subpart 5325.2 — BUY AMERICAN – CONSTRUCTION MATERIALS**5325.202 Exceptions**

- (a)(1) See [MP5301.601\(a\)\(i\)](#).
- (2) See [MP5301.601\(a\)\(i\)](#).

5325.204 Evaluating Offers of Foreign Construction Material

- (b) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5325.4 — TRADE AGREEMENTS**5325.403 World Trade Organization Government Procurement Agreement and Free Trade Agreements**

(c)(ii)(A) See [MP5301.601\(a\)\(i\)](#).

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**Subpart 5325.6 — AMERICAN RECOVERY AND REINVESTMENT ACT - BUY AMERICAN STATUTE -
CONSTRUCTION MATERIALS**

5325.603 Exceptions

- (a)(1)(i) See [MP5301.601\(a\)\(i\)](#).
- (iii) See [MP5301.601\(a\)\(i\)](#).
- (2) See [MP5301.601\(a\)\(i\)](#).
- (b)(2) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5325.10 — ADDITIONAL FOREIGN ACQUISITION REGULATIONS**5325.1001 Waiver of Right to Examination of Records**

(a)(2)(iii) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5325.70 — AUTHORIZATION ACTS, APPROPRIATIONS ACTS, AND OTHER STATUTORY RESTRICTIONS ON FOREIGN ACQUISITION**5325.7002-2 Exceptions**

(b)(1)(iv) When the contracting officer determines through market research that an article or suitable substitute is not available from a domestic source, the contracting officer must submit a [Domestic Non-availability Determination \(DNAD\)](#) through the SCO to the [cognizant HCA Workflow](#) for approval by the Secretary of the Air Force (nondelegable). See [MP5325.7002-2](#).

5325.7003-3 Exceptions

(b)(5)(i) When the contracting officer determines through market research that a specialty metal melted or produced in the United States or its possessions cannot be procured in satisfactory quality and sufficient quantity, and in the required form, as and when needed at a fair and reasonable price, submit a [DNAD](#). The DNAD must be submitted through the SCO to the [cognizant HCA Workflow](#) for approval by the Secretary of the Air Force (nondelegable).

(c)(2) When a contractor or offeror submits a “Commercial Derivative Military Article-Specialty Metals Compliance Certificate” ([DFARS 252.225-7010](#)) for streamlined compliance for Commercial Derivative Military Articles (CDMA), the Secretary of the Air Force must determine that the item is a CDMA as defined at [DFARS 252.225-7009](#) before using the rules for streamlined compliance for CDMA. The contracting officer must follow the procedures in [DFARS PGI 225.7003-3](#) and submit the [CDMA D&F](#) through the SCO to [the cognizant HCA Workflow](#) for approval by the Secretary of the Air Force (nondelegable). See [MP5325.7003-3](#).

5325.7008 Waiver of Restrictions of 10 U.S.C. 4864

(b) See [MP5301.601\(a\)\(i\)](#).

5325.7021-3 National security waiver of disclosure

See [MP5301.601\(a\)\(i\)](#).

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Subpart 5325.73 — ACQUISITIONS FOR FOREIGN MILITARY SALES**5325.7301-2 Solicitation Approval for Sole Source Contracts**

Submit the solicitation to the [cognizant HCA Workflow](#) for coordination with the Principal Director, Defense Pricing and Contracting.

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Subpart 5325.75 — BALANCE OF PAYMENTS PROGRAM**5325.7501 Policy**

(c) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5325.77 — ACQUISITIONS IN SUPPORT OF OPERATIONS IN AFGHANISTAN**5325.7703-2 Determination requirements.**

(b)(2)(i) See [MP5301.601\(a\)\(i\)](#).

(b)(2)(ii) See [MP5301.601\(a\)\(i\)](#).

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PART 5326 - OTHER SOCIOECONOMIC PROGRAMS

[DAFFARS PART 5326 Knowledge Center](#)

Revised: June 2024

Sec.

Subpart 5326.2 — MAJOR DISASTER OR EMERGENCY
ASSISTANCE ACTIVITIES

5326.203

TRANSITION OF WORK

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| Subpart 5326.2 — MAJOR DISASTER OR EMERGENCY ASSISTANCE ACTIVITIES

5326.203 TRANSITION OF WORK

(b) See [MP5301.601\(a\)\(i\)](#).

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PART 5327 - PATENTS, DATA, AND COPYRIGHTS

[DAFFARS PART 5327 Knowledge Center](#)

Revised: June 2024

Sec.

5327.201-2	Subpart 5327.2 – PATENTS AND COPYRIGHTS	5327.303	Contract Clauses
	Contract Clauses	5327.306	Licensing background patent rights to third parties
	Subpart 5327.3 – PATENT RIGHTS UNDER GOVERNMENT CONTRACTS	5327.9000	Subpart 5327.90 – FOREIGN DISCLOSURE Foreign Disclosure Policy

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Subpart 5327.2 – PATENTS AND COPYRIGHTS**5327.201-2 Contract Clauses**

(e) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5327.3 – PATENT RIGHTS UNDER GOVERNMENT CONTRACTS

5327.303 Contract Clauses

(b)(1) When using [FAR clause 52.227-11](#), insert instructions substantially the same as the following in the fill-in of section (j):

(1) “Interim or final Invention Reports shall be sent to both the Administrative Contracting Officer, (*insert “at the address located on the face of the contract” or name and address for the ACO*) and (*insert contact information, name/or position title, email, and phone number for person(s) at the procuring contract office who will perform patent administration for this contract*) within the timeframes specified in the Patent Rights clause of this contract.

(2) The *Report of Inventions and Subcontracts*, may be used to submit these reports. The DD Form 882 may be also be used for the notification of an award of any subcontract(s) for experimental, developmental or research work which contain a Patent Rights clause.

(3) All other notifications required pursuant to this clause shall be sent to the addresses in paragraph 1 and to (*insert contact information for person(s) at the procuring contract office who will handle patent administration, e.g., name and/or position, email, phone numbers*).

5327.306 Licensing background patent rights to third parties

(a) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5327.90 – FOREIGN DISCLOSURE**5327.9000 Foreign Disclosure Policy**

For Foreign Disclosure issues, Government personnel should refer to National Disclosure Policy (NDP-1), [DAFI 16-201](#) and [AFPD 16-2](#), Disclosure of Military Information to Foreign Governments and International Organizations and follow all procedures including foreign disclosure reviews.

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PART 5328 - BONDS AND INSURANCE

[DAFFARS PART 5328 Knowledge Center](#)

Revised: June 2024

Sec.

	Subpart 5328.1 — BONDS	5328.305	Overseas Workers Compensation and War Hazard Insurance
5328.105	Other Types of Bonds	5328.310	Insurance -- Work on a Government Installation
5328.106-2	Substitution of Surety Bonds	5328.310-90	Additional Contract Clause
5328.106-6	Furnishing Information	5328.311-1	Contract Clause
	Subpart 5328.3 —INSURANCE	5328.370-2	General

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Subpart 5328.1 — BONDS**5328.105 Other Types of Bonds**

See [MP5301.601\(a\)\(i\)](#).

5328.106-2 Substitution of Surety Bonds

(a) See [MP5301.601\(a\)\(i\)](#).

5328.106-6 Furnishing Information

(c) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5328.3 —INSURANCE**5328.305 Overseas Workers Compensation and War Hazard Insurance**

(d) Submit waiver requests to the [SAF/AQC Labor Advisor](#), with an information copy to the SCO.

5328.310 Insurance -- Work on a Government Installation**(a)(S-90) Proof of Insurance**

When [FAR 52.228-5](#), *Insurance-Work on a Government Installation*, is included in a contract, contracting officers must request and receive proof of insurance from prime contractors before the contractor begins work on the installation. Retain proof of insurance in the contract file. Alternatively, the contracting officer may use the [Notification of Compliance with Contract Insurance Requirements](#) template to request and receive the contractor's notification of insurance coverage in lieu of proof of insurance.

5328.310-90 Additional Contract Clause

Contracts performed in Spain. The contracting officer must insert DAFFARS clause [5352.228-9101](#), *Insurance Certificate Requirement in Spain (USAFE)*, in all solicitations and contracts for services to be performed in Spain by other than U.S. or Spanish contractors (i.e., a Third Country National (TCN) contractor).

5328.311-1 Contract Clause

See [MP5301.601\(a\)\(i\)](#)

5328.370-2 General

(a) See MP5301.601(a)(i) for delegation of authority for appointing a Government Flight Representative (GFR). Reference [AFI 10-220](#) and [DCMA Instruction 8210-1D](#), paragraph 10.5.3 for the DAF process for appointing primary and alternate GFR.

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PART 5330 - COST ACCOUNTING STANDARDS ADMINISTRATION

[DAFFARS PART 5330 Knowledge Center](#)

Revised: June 2024

Sec.

	Subpart 5330.2 — CAS PROGRAM REQUIREMENTS	5330.202	Disclosure requirements.
5330.201	Contract requirements.	5330.202-6	Responsibilities
5330.201-5	Waivers		

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Subpart 5330.2 — CAS PROGRAM REQUIREMENTS**5330.201 Contract requirements.****5330.201-5 Waivers**

(a)(2) See [MP5301.601\(a\)\(i\)](#). Submit CAS waiver requests through the SCO to the [cognizant HCA Workflow](#) for OUSD(A&S)/DPC review no later than 45 days before the anticipated contract award. Waiver requests must include all items listed in [FAR 30.201-5\(c\)](#) and, for exceptional case CAS waivers, also address the items at [DFARS PGI 230.201-5](#), and include the determination required by [DFARS 230.201-5\(a\)\(1\)\(A\)\(2\)](#).

5330.202 Disclosure requirements.**5330.202-6 Responsibilities**

(b) See [MP5301.601\(a\)\(i\)](#).

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PART 5331 - CONTRACT COST PRINCIPLES AND PROCEDURES

[DAFFARS PART 5331 Knowledge Center](#)

Revised: June 2024

See [FAR Class Deviation 2011-O0006](#).

See [MP5301.601\(a\)\(i\)](#).

Sec.

Subpart 5331.1 – APPLICABILITY

5331.109

Advance agreements.

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Subpart 5331.1 – APPLICABILITY**5331.109 Advance agreements.**

(h) Pre-contract cost agreements should be reviewed for legal sufficiency (see this [template](#) for a sample Pre-contract Cost Agreement). As a condition precedent to the use of a pre-contract cost agreement, the correct type of funds should be available upon issuance of the pre-contract cost agreement. While not legally necessary, prudent business acumen would dictate, that to the maximum extent possible, agreement on terms and conditions also be established prior to issuance of a pre-contract cost agreement. Contracting officers should consult with the designated clearance approval authority prior to agreement on pre-contract costs. The contracting officer should incorporate the pre-contract cost agreement into any resultant contract as an attachment within Section J.

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PART 5332 - CONTRACT FINANCING

[DAFFARS PART 5332 Knowledge Center](#)

Revised: June 2024

Sec.

	Subpart 5332.1 – FINANCING FOR OTHER THAN A	5332.501-2	Unusual Progress Payments
	COMMERCIAL PURCHASE	5332.501-3	Contract Price
5332.104	Providing Contract Financing		Subpart 5332.6 – CONTRACT DEBTS
5332.114	Unusual Contract Financing.	5332.604	Demand for Payment
	Subpart 5332.2 – COMMERCIAL PRODUCT AND	5332.607	Installment Payments and Deferment of Collection
	COMMERCIAL SERVICE PURCHASE FINANCING		Subpart 5332.7 – CONTRACT FUNDING
5332.202-1	Policy	5332.703-2	Contracts Conditioned Upon Availability of Funds
	Subpart 5332.4 – ADVANCE PAYMENTS FOR OTHER THAN		Subpart 5332.9 – PROMPT PAYMENT
	COMMERCIAL ACQUISITIONS	5332.901	Applicability
5332.402	General	5332.906	Making Payments
5332.470	Advance payment pool		Subpart 5332.11 – ELECTRONIC FUNDS TRANSFER
	Subpart 5332.5 – PROGRESS PAYMENTS BASED ON COSTS	5332.1106	EFT Mechanisms

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Subpart 5332.1 – FINANCING FOR OTHER THAN A COMMERCIAL PURCHASE**5332.104 Providing Contract Financing**

(a)(5) Report known adverse developments affecting a contractor or subcontractor to the contract administration office, other interested Government parties, and the SCO. If there is an adverse development affecting a contractor receiving a bank loan guaranteed by the Department of the Air Force, progress payments, or advance payments, the contracting office must report the adverse development, its expected impact upon continued satisfactory performance under the contract, remedial actions taken to date (if any), and any recommendations for further action through the SCO to the [cognizant HCA Workflow](#).

(c)(2) See [5332.114 Unusual Contract Financing](#).

5332.114 Unusual Contract Financing.

The Director, Defense Pricing and Contracting (DPC), on a non-delegable basis, shall approve unusual contract financing arrangements as stated in FAR [32.114](#) and DFARS [201.402](#)(1)(vi). The contracting officer must submit any unusual financing requests by a contractor through the SCO to SAF/AQC for review and concurrence prior to SAF/AQC forwarding request to DPC for approval. The SCO must submit a memorandum outlining the pertinent facts together with a recommendation on the action to be taken through the [SAF/AQC Workflow](#) with a courtesy copy to [SAF/FME](#) [SP1] no later than 30 days before the needed effective date of the proposed financing arrangement. For Space Force, follow internal coordination procedures prior to submission to SAF/AQC Workflow for review and submission by SAF/AQC to DPC.

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Subpart 5332.2 – COMMERCIAL PRODUCT AND COMMERCIAL SERVICE PURCHASE FINANCING**5332.202-1 Policy**

(b) *Authorization*. For commercial interim payments and commercial advance payments authorized by [FAR 32.202-1\(b\)](#) that does not require OUSD(A&S)/DPC approval of an individual or class deviation from [FAR Part 32](#) requirements (see DFARS 201.402(1)(vi)), the contracting officer shall submit all commercial interim payment requests and commercial advance payment requests through the SCO to local FM for review and approval. Prior to submitting to the local FM for approval, the SCO must determine the package is adequate, complete, and justified. The request must include the following: a determination that the applicable circumstances outlined in [FAR 32.202-1\(b\)](#) have been met to include the contracting officer's determination in accordance with [FAR 32.202-1\(b\)\(3\)](#) and preliminary payment office concurrence with liquidation provisions per FAR [32.202-1\(b\)\(8\)](#) when required by [FAR 32.206\(e\)](#), legal review, J&A (if applicable), background paper such as a Milestone Payment Plan that outlines the reason(s) for the request, and the proposed payment schedule. Submit a copy of the approved package to the [cognizant HCA Workflow](#).

(d) *Unusual contract financing*. See [5332.114 Unusual Contract Financing](#). . Unusual contract financing arrangements must be approved by DPC.

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Subpart 5332.4 – ADVANCE PAYMENTS FOR OTHER THAN COMMERCIAL ACQUISITIONS

5332.402 General

(c)(1)(iii) See [MP5301.601\(a\)\(i\)](#).

(e)(2) The contracting officer must submit each advance payment request through the SCO to the [cognizant HCA Workflow](#) for submission to [SAF/FMF](#) for review and approval. See [MP5332.402](#) for processing advance payment requests.

5332.470 Advance payment pool

(a) See [MP5332.470](#) for processing advance payment pool requests.

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Subpart 5332.5 – PROGRESS PAYMENTS BASED ON COSTS**5332.501-2 Unusual Progress Payments**

(a)(3) The contracting officer must submit contractor requests for unusual progress payments through the SCO to the [cognizant HCA Workflow](#) with a recommendation to approve or disapprove the request. The cognizant HCA will forward all requests for unusual progress payments, whether recommended for approval or disapproval, to [SAF/FMF](#) with all pertinent data supporting the recommended action for approval and submission to [OUSD\(A&S\)/DPC](#).

5332.501-3 Contract Price

(a) When the estimated contract costs increase such that the estimate of the unusual progress payments increase \$20 million or more over the approved unusual progress payment estimate, the contracting officer must notify [SAF/FMF](#) through their SCO, with a courtesy copy to the [cognizant HCA Workflow](#).

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Subpart 5332.6 – CONTRACT DEBTS**5332.604 Demand for Payment**

(b) Payment information for the demand for payment letter can be found at:

<https://www.dfas.mil/contractorsvendors/governmentremittance/returnfunds.html>

(e) Contracting officers must retain a copy of all contract debt documentation in the contract file and must keep the contract file open until the debt is collected and/or written-off.

5332.607 Installment Payments and Deferment of Collection

(a) When a request for deferment of a contract debt is received from a contractor, the contracting officer must forward the request for deferment to the SCO. The SCO must submit, on a priority basis, an evaluation of the contractor's request with the necessary reporting information and recommendation through the [cognizant HCA Workflow](#) to [SAF/FMF](#).

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Subpart 5332.7 – CONTRACT FUNDING**5332.703-2 Contracts Conditioned Upon Availability of Funds**

(a) *Fiscal year contracts.* See [MP5332.7](#) on contract funding. See [DFARS 204.7103](#) for guidance on considering severability when forming contracts and determining contract funding.

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Subpart 5332.9 – PROMPT PAYMENT**5332.901 Applicability**

(1)(ii) See [MP5301.601\(a\)\(i\)](#).

5332.906 Making Payments

(a) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5332.11 – ELECTRONIC FUNDS TRANSFER**5332.1106 EFT Mechanisms**

(b) See [MP5301.601\(a\)\(i\)](#).

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PART 5333 - PROTESTS, DISPUTES, AND APPEALS

[DAFFARS PART 5333 Knowledge Center](#)

Revised: June 2024

Sec.

	Subpart 5333.1 – PROTESTS	5333.211	Contracting Officers Decision
5333.102	General	5333.214	Alternate Dispute Resolution (ADR)
5333.103	Protests to the Agency	5333.215	Contract Clause
5333.104	Protests to GAO	5333.290	Claims and Terminations for Default
5333.105	Protests to the United States Court of Federal Claims (COFC)	5333.291	Appeals to the Armed Services Board of Contract Appeals (ASBCA)
5333.170	Briefing Requirement for Protested Acquisitions Valued at \$1B or More	5333.292	Appeals to the United States Court of Federal Claims (COFC)
	Subpart 5333.2 – DISPUTES AND APPEALS		

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Subpart 5333.1 – PROTESTS**5333.102 General**

(a) The contracting officer must inform the SSA prior to rendering a decision to take corrective action or to settle a protest in any other manner before submitting its recommendation to the GAO, courts, or the arbitrator.

(b)(3)(ii) See [MP5301.601\(a\)\(i\)](#).

5333.103 Protests to the Agency

(d)(4) When an agency protest is denied, an offeror may request an independent review by the SCO. See [Agency Level Protest Summary Dismissal](#) template.

(h) The contracting officer must prepare the protest file following an agency protest (including a protest of a non-appropriated funds procurement) regardless of the level at which the protest is filed. The contracting officer must request guidance from the [cognizant HCA](#) for any protest likely to generate significant Congressional interest. The decision to deny a protest must be made at a level no lower than that at which the protest was filed. Protests may be sustained at any level in the review process, with the concurrence of the cognizant legal office.

5333.104 Protests to GAO

(a) The Air Force Commercial Litigation Field Support Center ([AF/JACQ](#)) serves as agency counsel before the GAO and defends Department of the Air Force interests (see [MP5333.104](#)).

(b) *Protests before award*

(1) Forward the determination and finding through the SCO to [AF/JACQ](#) and, for approval, to the [cognizant HCA workflow](#) within seven days of the protest notification (see [MP5301.601\(a\)\(i\)](#)).

(c) *Protests after award*

(2) Forward the determination and finding through the SCO to [AF/JACQ](#) and, for approval, to the [cognizant HCA workflow](#) within seven days of the protest notification (see [MP5301.601\(a\)\(i\)](#)).

(g) *Notice to GAO*

Forward the report through the SCO to [AF/JACQ](#) and to the [cognizant HCA](#) for signature and submission to GAO within fifty-five days of date of receipt of the GAO recommendations (see [MP5301.601\(a\)\(i\)](#)). Provide a copy of the report submission to the [SAF/AQC Workflow](#).

(h) For purposes of post-award stay of contract awards under broad agency announcements, commercial solution openings, the Small Business Innovation Research (SBIR) program, and the Small Business Technology Transfer (STTR) program, each proposal received by the agency constitutes a separate procurement, provided funding is available to the government to award the contract to the protester in consequence of sustained protest or the government's corrective action.

5333.105 Protests to the United States Court of Federal Claims (COFC)

The Air Force Commercial Litigation Field Support Center ([AF/JACQ](#)) serves as the Department of the Air Force agency counsel to the Department of Justice (DoJ) for protests at the COFC and assists the assigned DoJ attorney in defending Department of the Air Force interests. The contracting officer must inform [AF/JACQ](#) of any notice of protest at the COFC and provide support as requested by [AF/JACQ](#). The contracting officer must also notify the SCO and its supporting legal office/local attorney who provides contract law advice.

5333.170 Briefing Requirement for Protested Acquisitions Valued at \$1B or More

Within seven (7) days of the filing of the protest, forward the briefing slide deck through the SCO and [cognizant HCA](#) to [AF/JACQ](#) and the [SAF/AQC Workflow](#) for DAS(C) review and processing to OUSD(A&S)/DPC. See the tailorable [DPC Protest Briefing](#) template for acquisitions valued at \$1B or more.

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Subpart 5333.2 – DISPUTES AND APPEALS**5333.211 Contracting Officers Decision**

See the tailorable [Contracting Officers Final Decision](#) template.

5333.214 Alternate Dispute Resolution (ADR)

(a) For ACAT I and II programs, the contracting officer must establish an agreement between the Government and the contractor, such as a memorandum of understanding, that outlines the intent of the parties with respect to the use of ADR. Contracting officers must consider establishing ADR agreements for other programs and acquisitions.

(c) The acquisition team must use ADR to the maximum extent practicable (See [DAFPD 51-12](#), *Negotiation and Dispute Resolution*). ADR must also be used to resolve protests to the maximum extent practicable. The acquisition team must attempt to use ADR prior to the commencement of litigation once unassisted negotiations have reached an impasse. Further, ADR must be offered in litigation, unless one of the exceptions in [5 U.S.C. 572\(b\)](#) applies or the policy set forth by Deputy General Counsel (Contractor Responsibility & Conflict Resolution ([SAF/GCR](#))) indicates that ADR is not appropriate.

5333.215 Contract Clause

(3) See [MP5301.601\(a\)\(i\)](#).

5333.290 Claims and Terminations for Default

(a) If a contractor submits an uncertified claim exceeding \$100,000, the contracting officer must notify the contractor, in writing, of its failure to certify as required by the Contract Disputes statute ([41 U.S.C. §§ 7101-7109](#)). The notice must state that a final decision will not be issued until the claim is certified.

(b) If the potential dispute regards any intellectual property (IP) matter, the contracting officer shall request DAF IP Cadre review by contacting the [DAF IP Cadre Workflow](#). The term "IP matter" includes, but is not limited to, failure to deliver IP (e.g., technical data, computer software, contract administration information) that complies with the contract, nonconforming/unjustified markings affixed to IP deliverables).

(c) Prior to making a final decision on a claim or termination for default (including a termination for cause under FAR Part 12), the contracting officer must refer the proposed final decision to the cognizant legal office for legal advice, ADR suitability, and appropriate dispute resolution strategies. The contracting officer, with the assistance of the cognizant legal office, must seek review by [AF/JACQ](#) of all proposed final decisions. At the same time, the contracting officer must provide [SAF/GCR](#) with any proposed final decision on a claim involving PEO programs and any proposed final decision on a claim greater than \$500,000. The contracting officer or the referring person must promptly notify [SAF/GCR](#) and their SCO with all known information relating to any recommended termination for default.

(d) The contracting officer must use ADR to the maximum extent practicable to resolve a Department of the Air Force affirmative contract claim (such as defective pricing, liquidated damages, etc.) when unassisted negotiations reach an impasse as determined by the SCO. The contracting officer must provide to [AF/JACQ](#), with a copy to [SAF/GCR](#), any audit or other findings indicating Department of the Air Force entitlement to recovery greater than \$500,000 where unassisted negotiations have reached an impasse, in order to develop a dispute resolution strategy. Government claims must be formally asserted [issuance of a Contracting Officer's Final Decision ([FAR33.206](#))] within 6 years after the accrual of the claim.

5333.291 Appeals to the Armed Services Board of Contract Appeals (ASBCA)

(a) AF/JACQ represents the Department of the Air Force in appeals to the ASBCA.

(b) If the contractor files an appeal with the ASBCA, the contracting officer must notify the SCO and forward to [AF/JACQ](#) and the cognizant legal office a copy of any notice of appeal to the ASBCA, along with the envelope in which the notice was received. If the contractor files an appeal with the contracting officer instead of the ASBCA, the contracting officer must immediately notify [AF/JACQ](#) of the date the appeal was received and forward to [AF/JACQ](#) and the cognizant legal office a copy of the appeal and a copy of the envelope in which the appeal was received. The contracting officer must forward the original appeal and envelope to [AF/JACQ](#), which will then forward the appeal and envelope to the ASBCA, as necessary.

(c) The contracting officer must prepare a "Rule 4 file" for any appeal to the ASBCA in accordance with Rule 4 of the ASBCA rules (see [DFARS Appendix A, Part 2](#)). The contracting officer must consult with [AF/JACQ](#) before including in the Rule 4 file any legal opinions or intra-governmental or inter-governmental documents as described in [DoD Directive 5400.07](#), *DoD Freedom of Information Act Program*, and [FAR 24.2](#).

(d) While an appeal is pending, the contracting officer along with the program manager/user/functional Commander and SJA will support the assigned trial attorney as required including; identifying and locating government witnesses, gathering contractual documents and other physical evidence for conferences and hearings necessary to defend or otherwise dispose of an appeal.

(e) Once the Rule 4 file is complete, [AF/JACQ](#) will file it with the ASBCA on behalf of the contracting officer.

5333.292 Appeals to the United States Court of Federal Claims (COFC)

(a) The Department of Justice represents the Department of the Air Force in appeals brought before the COFC. The Air Force Commercial Litigation Field Support Center ([AF/JACQ](#)) serves as the Department of the Air Force counsel with the Department of Justice in such appeals.

(b) The contracting officer must notify the cognizant legal office and the SCO of any notice of appeal to the COFC. The cognizant legal office must forward a copy of the notice to [SAF/GCR](#) and [AF/JACQ](#).

(c) The contracting officer must assist the cognizant legal office in preparing the litigation report. The contracting officer must obtain approval from the [AF/JACQ](#) trial attorney prior to releasing the litigation report outside government.

PART 5334 - MAJOR SYSTEM ACQUISITION

[DAFFARS PART 5334 Knowledge Center](#)

Revised: June 2024

Sec.

	5334.004	Acquisition Strategy				Subpart 5334.70 – ACQUISITION OF MAJOR WEAPON
		Subpart 5334.2 – EARNED VALUE MANAGEMENT SYSTEM				SYSTEMS AS COMMERCIAL PRODUCTS
	5334.203	Solicitation provisions and contract clause		5334.7002		Policy

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5334.004 Acquisition Strategy

(2) See [PM 23-C-05](#) Class Deviation 2023-O0005—Use of Fixed-Price Contracts for Certain Major Defense Acquisition Programs Delegation.

Subpart 5334.2 – EARNED VALUE MANAGEMENT SYSTEM

5334.203 Solicitation provisions and contract clause

If an Earned Value Management System (EVMS) waiver is obtained in accordance with the Adaptive Acquisition Framework Document Identification Tool (AAFDID) [EVMS Application Requirements Table](#), the use of EVMS provisions and clauses prescribed for use in DFARS 234.203 are not required. The approved EVMS waiver must be included in the contract file.

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Subpart 5334.70 – ACQUISITION OF MAJOR WEAPON SYSTEMS AS COMMERCIAL PRODUCTS**5334.7002 Policy**

(d)(4) See [MP5301.601\(a\)\(i\)](#).

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PART 5335 - RESEARCH AND DEVELOPMENT CONTRACTING

[DAFFARS PART 5335 Knowledge Center](#)

Revised: June 2023

Sec.

5335.015-70 Special Use Allowances for Research Facilities Acquired by
Educational Institutions

5335.070-1 Indemnification Under Research and Development Contracts

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5335.015-70 Special Use Allowances for Research Facilities Acquired by Educational Institutions

(c) See [MP5301.601\(a\)\(i\)](#).

(d)(3)(ii) See [MP5301.601\(a\)\(i\)](#).

5335.070-1 Indemnification Under Research and Development Contracts

(a) See [MP5301.601\(a\)\(i\)](#) for approval authority of requests for indemnification for unusually hazardous risks under [10 U.S.C. 3861](#).

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PART 5336 - CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS

[DAFFARS PART 5336 Knowledge Center](#)

Revised: June 2024

Sec.

	Subpart 5336.2 – SPECIAL ASPECTS OF CONTRACTING FOR CONSTRUCTION	5336.301	Use of Two-Phase Design-Build Selection Procedures
		5336.303-1	Phase One
5336.208	Concurrent Performance of Firm-Fixed-Price and Other Types of Construction Contracts		Subpart 5336.5 – CONTRACT CLAUSES
5336.209	Construction Contracts with Architect-Engineer Firms	5336.507	Permits and Responsibilities
5336.213-2	Presolicitation Notices	5336.570	Additional Provisions and Clauses
5336.270	Expediting construction contracts		Subpart 5336.6 – ARCHITECT-ENGINEER SERVICES
5336.272	Prequalification of Sources	5336.602-3	Evaluation Board Functions
	Subpart 5336.3 – TWO-PHASE DESIGN-BUILD SELECTION PROCEDURES	5336.602-4	Selection authority.
		5336.609-1	Design Within Funding Limitations

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Subpart 5336.2 – SPECIAL ASPECTS OF CONTRACTING FOR CONSTRUCTION**5336.208 Concurrent Performance of Firm-Fixed-Price and Other Types of Construction Contracts**

See [MP5301.601\(a\)\(i\)](#).

5336.209 Construction Contracts with Architect-Engineer Firms

See [MP5301.601\(a\)\(i\)](#).

5336.213-2 Presolicitation Notices

(a) See [MP5301.601\(a\)\(i\)](#).

5336.270 Expediting construction contracts

(a) See [MP5301.601\(a\)\(i\)](#).

5336.272 Prequalification of Sources

(b) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5336.3 – TWO-PHASE DESIGN-BUILD SELECTION PROCEDURES**5336.301 Use of Two-Phase Design-Build Selection Procedures**

(b)(3)(vi) See [MP5301.601\(a\)\(i\)](#).

5336.303-1 Phase One

(a)(4)(i)(B) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5336.5 – CONTRACT CLAUSES**5336.507 Permits and Responsibilities**

When the clause at [FAR 52.236-7](#), *Permits and Responsibilities*, is used in solicitations and contracts OCONUS, the clause must be modified to reflect “host government and political subdivisions” in lieu of “Federal, State, and Municipal.”

5336.570 Additional Provisions and Clauses

(b)(2) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5336.6 – ARCHITECT-ENGINEER SERVICES

5336.602-3 Evaluation Board Functions

See [MP5301.601\(a\)\(i\)](#).

5336.602-4 Selection authority.

(a) See [MP5301.601\(a\)\(i\)](#). See [AFI32-1023](#) for A-E Slate Approval Authority for services exceeding \$1,000,000.

5336.609-1 Design Within Funding Limitations

(c)(1) See [MP5301.601\(a\)\(i\)](#).

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PART 5337 - SERVICE CONTRACTING

[DAFFARS PART 5337 Knowledge Center](#)

Revised: June 2024

Sec.

5337.102-70	Subpart 5337.1 – SERVICE CONTRACTS (GENERAL) Prohibition on Contracting for Firefighting or Security-Guard Functions	5337.204	Guidelines for Determining Availability of Personnel
5337.104	Personal Services Contracts	5337.503	Subpart 5337.5 – MANAGEMENT AND OVERSIGHT OF SERVICE CONTRACTS Agency-head Responsibilities
5337.113-1	Waiver of Cost Allowability Limitations		Subpart 5337.74 – SERVICES AT INSTALLATIONS BEING CLOSED
5337.170-2	Approval Requirements	5337.7401	Policy
	Subpart 5337.2 – ADVISORY AND ASSISTANCE SERVICES		

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Subpart 5337.1 – SERVICE CONTRACTS (GENERAL)**5337.102-70 Prohibition on Contracting for Firefighting or Security-Guard Functions**

(a)(S-90) For purposes of complying with 10 U.S.C. 2465, which prohibits the DoD from “entering into a contract for the performance of firefighting or security-guard functions at any military installation or facility,” the term security guard functions should be understood to mean those functions which are the responsibility of an installation commander or stand-alone military facility commander. If there is no military commander, this prohibition shall apply to the senior DoD civilian at the location. The prohibited security guard functions include: performing or supervising protective services work that involves the protection of federally owned or leased buildings and property at the installation level or at a stand-alone military facility; protecting government equipment and material at the installation level or at a stand-alone military facility; controlling access to federal installations by employees, visitors, residents and patients; and monitoring of intrusion detection systems. The statutory prohibition on contracting for security guard functions in 10 U.S.C. 2465 does not apply to security support functions that a unit or organization performs as part of security in depth at a location or area on an installation, or performs within a stand-alone building, so long as the commander and their unit is not responsible for installation-level security or overall security at a stand-alone military facility. Contractors performing security support functions may not engage in any law enforcement functions, i.e., criminal investigative work, the preservation of peace; the prevention, detection and investigation of crimes; the arrest or apprehension of violators; and the provision of assistance to citizens in emergency situations, including the protection of civil rights, preservation of crime scenes; issuances of citations; and arrests and apprehensions of suspects.

5337.104 Personal Services Contracts

- (a) See the tailorable [D&F Personal Services](#) Contracts template.
- (b) See [MP5301.601\(a\)\(i\)](#).

5337.113-1 Waiver of Cost Allowability Limitations

- (a) See [MP5301.601\(a\)\(i\)](#).

5337.170-2 Approval Requirements

- (a) See [MP5301.601 \(a\)\(i\) Department of the Air Force Approval Authority Matrices](#)(a)(i)

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Subpart 5337.2 – ADVISORY AND ASSISTANCE SERVICES**5337.204 Guidelines for Determining Availability of Personnel**

(a) See [MP5301.601\(a\)\(i\)](#)

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Subpart 5337.5 – MANAGEMENT AND OVERSIGHT OF SERVICE CONTRACTS

5337.503 Agency-head Responsibilities

See [DAFI 63-138](#), *Acquisition of Services*.

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Subpart 5337.74 – SERVICES AT INSTALLATIONS BEING CLOSED**5337.7401 Policy**

(c) See [MP5301.601\(a\)\(i\)](#).

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PART 5339 - ACQUISITION OF INFORMATION TECHNOLOGY

[DAFFARS PART 5339 Knowledge Center](#)

Revised: June 2024

Sec.

■ 5339.7201-90 Subpart 5339.72 – [Reserved]
Data Servers/Centers Approval Process

Subpart 5339.73 – Use of Large Language Models (LLMs) (aka ChatGPT and other like AI Tools)

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Subpart 5339.72 – [Reserved]

5339.7201-90 Data Servers/Centers Approval Process

Purchase Request packages for data servers/centers must include SAF/CIO A6 approval to be accepted as valid for procurement action by a contracting officer.

See [DAFMAN17-1301](#) , *Computer Security, COMPUSEC, paragraph 2.9.1.3 & 3.6.1*

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Subpart 5339.73 – Use of Large Language Models (LLMs) (aka ChatGPT and other like AI Tools)

See [DAF Memorandum on Large Language Models](#)

See [DoDI 5200.48 Controlled Unclassified Information \(CUI\)](#)

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PART 5341 - ACQUISITION OF UTILITY SERVICES

[DAFFARS PART 5341 Knowledge Center](#)

Revised: June 2024

Sec.

5341.102	Subpart 5341. 1 – GENERAL	5341.202	Procedures
	Applicability	5341.204	GSA Area-wide Contracts
	Subpart 5341.2 – ACQUIRING UTILITY SERVICES		

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Subpart 5341. 1 – GENERAL**5341.102 Applicability**

(b)(3) When contracting for CATV services, ensure compliance with 47 U.S.C. 521-573, Cable Communications.

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Subpart 5341.2 – ACQUIRING UTILITY SERVICES**5341.202 Procedures**

(c)(2) See [MP5301.601\(a\)\(i\)](#).

5341.204 GSA Area-wide Contracts

(c)(1)(ii) See [MP5301.601\(a\)\(i\)](#).

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PART 5342 – CONTRACT ADMINISTRATION AND AUDIT SERVICES

[DAFFARS PART 5342 Knowledge Center](#)

Revised: June 2024

Sec.

	Subpart 5342.2 – CONTRACT ADMINISTRATION SERVICES	5342.902	Bankruptcy Procedures
5342.202	Assignment of Contract Administration		Subpart 5342.15 – CONTRACTOR PERFORMANCE INFORMATION
	Subpart 5342.4 – CORRESPONDENCE AND VISITS		
5342.490-1	Contract clause	5342.1503	Procedures
5342.490-2	Contract clause		Subpart 5342.71 – VOLUNTARY REFUNDS
	Subpart 5342.9 – BANKRUPTCY	5342.7100	General

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Subpart 5342.2 – CONTRACT ADMINISTRATION SERVICES**5342.202 Assignment of Contract Administration**

(c) *Delegating additional functions.*

(2) See [MP5301.601\(a\)\(i\)](#).

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Subpart 5342.4 – CORRESPONDENCE AND VISITS**5342.490-1 Contract clause**

The contracting officer shall insert the clause substantially the same as the clause at [5352.242-9000 Contractor Access to Department of the Air Force Installations](#) in solicitations and contracts that require contractor personnel to make frequent visits to or perform work on Department of the Air Force installation(s).

5342.490-2 Contract clause

The contracting officer shall insert the clause substantially the same as the clause at [5352.242-9001 Common Access Cards \(CAC\) for Contractor Personnel](#) in solicitations and contracts that require contractor personnel to meet one or both of the following criteria:

- (a) Require logical access to Department of Defense computer networks and systems in either the unclassified environment or the classified environment where authorized by governing security directives; and/or
- (b) Perform work which requires the use of a Common Access Card (CAC) for installation entry control or physical access to facilities and buildings.

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Subpart 5342.9 – BANKRUPTCY**5342.902 Bankruptcy Procedures**

- (a) Follow [MP5342.902](#) when notified of bankruptcy proceedings that affect the Department of the Air Force.

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Subpart 5342.15 – CONTRACTOR PERFORMANCE INFORMATION**5342.1503 Procedures**

(a) The acquisition team must use the Contractor Performance Assessment Reporting System (CPARS) to record evaluations of contractor performance. Guidance on systematically assessing contractor performance and using past performance information is available in the [Guidance for the Contractor Performance Assessment Reporting System \(CPARS\)](#).

(1) Individuals appointed to CPARS roles (Focal Point, Alternate Focal Point, Agency Point of Contact (APOC), Assessing Official, Assessing Official Representative, or Reviewing Official) must complete online instructor-led, automated online, or onsite CPARS program office instructor-led training specific to their CPARS role(s) within 30 days of appointment. Class registration is available at <https://cpars.gov/lc.htm> and a list of classes by role is available at https://www.cpars.gov/lc_role.htm. Copies of each organization's CPARS training certificates must be maintained by APOCs or Quality Assurance Program Coordinators (QAPC).

(ii) Individuals assigned CPARS roles and responsibilities (Focal Point, Alternate Focal Point, Agency Point of Contact, Assessing Official, Assessing Official Representative, or Reviewing Official) must be removed from those roles and responsibilities and formally replaced prior to their departure (PCS, retirement, resignation, or rotation) from the office or position.

(h)(3) APOCs for CPARS and their subordinate focal points are designated as Federal Awardee Performance and Integrity Information System (FAPIIS) Focal Points to register users and ensure timely and accurate reporting of required contract performance information into the FAPIIS module of CPARS. Guidance on FAPIIS data reporting is available in the [CPARS User Manual](#).

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Subpart 5342.71 – VOLUNTARY REFUNDS**5342.7100 General**

(4) See [MP5301.601\(a\)\(i\)](#).

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PART 5343 - CONTRACT MODIFICATIONS

[DAFFARS PART 5343 Knowledge Center](#)

Revised: June 2024

Sec.

■	5343.102	Subpart 5343.1 – GENERAL	5343.204-70-1	Scope	
		Policy	■	5343.204-70-3	Definitization Schedule
	5343.102-90	Contract Scope Considerations		5343.204-70-5	Exceptions
■		Subpart 5343.2 – CHANGE ORDERS	■	5343.204-70-7	Plans and Reports
	5343.201	General			

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Subpart 5343.1 – GENERAL

5343.102 Policy

If the contract is a space program contract to which SSCI 64-101 applies, contracting officers shall not execute contract modifications resulting from an engineering change proposal with a contractor listed on the Contractor Responsibility Watch List (CRWL) without obtaining SSC/CC approval (see DAFFARS 5309.103(b)(i)).

5343.102 Policy

If the contract is a space program contract to which SSCI 64-101 applies, contracting officers shall not execute contract modifications resulting from an engineering change proposal with a contractor listed on the Contractor Responsibility Watch List (CRWL) without obtaining SSC/CC approval (see [DAFFARS 5309.103\(b\)\(i\)](#)).

5343.102-90 Contract Scope Considerations

Contracting officers shall document scope determinations when modifying contracts (see the [Scope Determination – MFR template](#)). New work requires competition unless one of the seven exceptions to competition found in FAR [6.302](#) applies. When determining whether proposed modifications constitute new work the following should be considered-

(a) the extent of any changes in the type of work, performance period, and costs between the modification and the original contract;

(b) whether the original solicitation adequately advised offerors of the potential for the change or the change was the type that reasonably could have been anticipated; and

(c) whether the modification materially changes the field of competition for the requirement.

For unilateral modifications authorized by clauses other than the Changes clause (e.g., Property clause, Options clause, Suspension of Work, etc. (see FAR [43.103\(b\)\(3\)](#))), a scope determination is not required to be documented but is highly encouraged.

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Subpart 5343.2 – CHANGE ORDERS

5343.201 General

- (b) The policies and procedures of DFARS [217.74](#) shall be applied to Unpriced Change Orders (UCO) >\$5M.

5343.204-70-1 Scope

- (b) When complying with the requirements described in [DFARS 243.204-70-1](#), SCOs must provide a courtesy copy to the cognizant HCA workflow. Maintain proof of submission in the contract file.

5343.204-70-3 Definitization Schedule

- (a) Contracting officers must document the contract file with the justification for the delay and revised definitization milestone schedule for UCO actions >\$5M. For UCO approval authorities see [MP5301.601\(a\)\(i\)](#).

- (1) This date may not be extended beyond an additional 90 days without a written determination by the Head of the Contracting activity (HCA) for actions >\$50M without further delegation and the Senior Contracting Official (SCO) with further delegation no lower than the Chief of the Contracting Office (COCO) for UCOs between \$5M and \$50M.

5343.204-70-5 Exceptions

- (c) See [MP5301.601\(a\)\(i\)](#).

5343.204-70-7 Plans and Reports

- To comply with the Consolidated UCA Management Plan and Semi-annual Consolidated UCA Management Report requirements described in [DFARS 243.204-70-7](#), SCOs are required to ensure unpriced change orders with an estimated value exceeding \$5 million are input/updated in the [UCA/UCO Reporting tool](#) on a semi-annual basis no later than April 10th and October 10th of each year. Special access program offices will provide the information directly to the [cognizant HCA workflow](#), as appropriate.

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PART 5344 – SUBCONTRACTING POLICIES AND PROCEDURES

[DAFFARS PART 5344 Knowledge Center](#)

Revised: June 2024

Sec.

	SUBPART 5344.2 – CONSENT TO SUBCONTRACTS		Subpart 5344.3 – CONTRACTOR PURCHASING SYSTEM
5344.201-1	Consent Requirements		REVIEWS
5344.202-1	Responsibilities	5344.302	Requirements
5344.202-2	Considerations		

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SUBPART 5344.2 – CONSENT TO SUBCONTRACTS

5344.201-1 Consent Requirements

(a) If the contract is a space program contract to which [SSCI 64-101](#) applies, contracting officers shall include [FAR 52.244-2 Subcontracts \(SSC Deviation\)](#), in full text. See [DAFFARS 5309.103\(b\)\(i\)](#).

5344.202-1 Responsibilities

(a) The contracting officer shall withhold subcontract consent responsibility from the administering contracting officer for all space program contracts to which [SSCI 64-101](#) applies, and shall review and disposition consent requests, including those submitted pursuant to [FAR 52.244-2 Subcontracts \(SSC Deviation\)](#), paragraph (k). See [DAFFARS 5309.103\(b\)\(i\)](#).

5344.202-2 Considerations

(a) If the contract is a space program contract to which [SSCI 64-101](#) applies, contracting officers shall follow the procedures at [SSCI 64-101](#) when the contractor has submitted a written request for consent to subcontract with a contractor on the Space Contractor Responsibility Watch List (CRWL). See [DAFFARS 5309.103\(b\)\(i\)](#).

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Subpart 5344.3 – CONTRACTOR PURCHASING SYSTEM REVIEWS**5344.302 Requirements**

- (a) See [MP5301.601\(a\)\(i\)](#).

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PART 5345 – GOVERNMENT PROPERTY

[DAFFARS PART 5345 Knowledge Center](#)

Revised: June 2024

Sec.

	Subpart 5345.1 – GENERAL		Subpart 5345.3 – PROVIDING GOVERNMENT PROPERTY TO CONTRACTORS
5345.102	Policy		
5345.103	General	5345.301	Use and Rental
5345.103-72	Government Furnished Property Attachments to Solicitations and Awards	5345.302	Contracts with Foreign Governments or International Organizations

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Subpart 5345.1 – GENERAL**5345.102 Policy**

- (e) See [MP5301.601\(a\)\(i\)](#).
- (4)(ii)(B) See [MP5301.601\(a\)\(i\)](#)
- (4)(ii)(C)(I)(i) See [MP5301.601\(a\)\(i\)](#)
- (ii) See [MP5301.601\(a\)\(i\)](#).

5345.103 General**5345.103-72 Government Furnished Property Attachments to Solicitations and Awards**

See [DAFMAN 23-119](#), *Exchange, Sale, or Temporary Custody of Nonexcess Personal Property*.

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Subpart 5345.3 – PROVIDING GOVERNMENT PROPERTY TO CONTRACTORS**5345.301 Use and Rental**

(f) See [MP5301.601\(a\)\(i\)](#).

5345.302 Contracts with Foreign Governments or International Organizations

See [AFI 63-101/20-101](#), *Integrated Life Cycle Management*.

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PART 5346 - QUALITY ASSURANCE

[DAFFARS PART 5346 Knowledge Center](#)

Revised: June 2024

Sec.

■ 5346.103	Subpart 5346.1 – GENERAL Contracting Office Responsibilities	■ 5346.311	Subpart 5346.3 – [RESERVED] Higher-Level Contract Quality Requirement.
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Subpart 5346.1 – GENERAL

5346.103 Contracting Office Responsibilities

See [MP5346.103](#) for Department of the Air Force requirements regarding contracting office responsibilities for the Quality Assurance Program.

See [Services Contracts Quality Assurance and Contracting Officer Representatives \(COR\) Memorandum](#) .

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Subpart 5346.3 – [RESERVED]**5346.311 Higher-Level Contract Quality Requirement.**

Contracting Officers shall establish procedures for determining when higher-level contract quality requirements are necessary, for determining the risk (both the likelihood and the impact) of nonconformance, and for advising the contracting officer about which higher-level standards should be applied and included in the solicitation and contract. Requiring compliance with higher-level quality standards is necessary in solicitations and contracts for complex or critical items (see FAR [46.203](#)) or when the technical requirements of the contract require -

- (1) Control of such things as design, work operations, in-process controls, testing and inspection; or
- (2) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology; or
- (3) Any subcontract for complex and critical items (see FAR [46.203](#)(b) and (c)).

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PART 5348 - VALUE ENGINEERING

[DAFFARS PART 5348 Knowledge Center](#)

Revised: June 2024

Sec.

Subpart 5348.1 — POLICIES AND PROCEDURES

5348.104-3

Sharing Collateral Savings

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Subpart 5348.1 — POLICIES AND PROCEDURES**5348.104-3 Sharing Collateral Savings**

(a) See [MP5301.601\(a\)\(i\)](#).

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PART 5349 – TERMINATION OF CONTRACTS

[DAFFARS PART 5349 Knowledge Center](#)

Revised: June 2024

Sec.

	Subpart 5349.1 – GENERAL PRINCIPLES			Subpart 5349.5 – CONTRACT TERMINATION CLAUSES
5349.101	Authorities and Responsibilities	■	5349.501-70	Special Termination Costs
5349.102	Notification of Termination			Subpart 5349.70 – SPECIAL TERMINATION REQUIREMENTS
	Subpart 5349.4 – TERMINATION FOR DEFAULT	■	5349.7001	Congressional Notification on Significant Contract Terminations
5349.402-3	Procedure for Default		5349.7003	Notification of Anticipated Terminations or Reductions
5349.402-6	Repurchase Against Contractor’s Account			

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Subpart 5349.1 – GENERAL PRINCIPLES**5349.101 Authorities and Responsibilities**

(b) The SCO or command-appointed termination contracting officer (TCO) must approve a termination for default or cause prior to a contracting officer taking the action. When requesting approval, the contracting officer must provide all relevant documents to include a chronology of key events, cure/show cause notices and responses thereto.

5349.102 Notification of Termination

See the tailorable [Termination Authority](#) template.

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Subpart 5349.4 – TERMINATION FOR DEFAULT**5349.402-3 Procedure for Default**

(f) Prior to making a final decision concerning termination for default, the contracting officer must forward the termination notice and the complete contract file to AF/JACQ with a copy of the termination notice to SAF/GCR and follow the procedures in DAFFARS [5333.290 Claims and Terminations for Default](#)(b).

5349.402-6 Repurchase Against Contractor's Account

(c) The contracting officer must provide copies of assessments of excess repurchase costs through the SCO to [AF/JACQ](#).

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Subpart 5349.5 – CONTRACT TERMINATION CLAUSES

5349.501-70 Special Termination Costs

(a) See [MP 5349.501-70 Special Termination Costs](#)(a). Submit requests to include DFARS clause [252.249-7000](#), Special Termination Costs through the cognizant HCA to SAF/AQC for SAF/FMB approval.

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Subpart 5349.70 – SPECIAL TERMINATION REQUIREMENTS

5349.7001 Congressional Notification on Significant Contract Terminations

The contracting officer must submit the proposed Congressional notification through the SCO to [cognizant HCA workflow](#) at least five workdays before the proposed termination date. The cognizant HCA action officer will forward the information to [SAF/LLW](#). The contracting officer must not release the termination notice until Congress has been notified (see [MP5349.7001 Congressional Notification on Significant Contract Terminations](#)).

5349.7003 Notification of Anticipated Terminations or Reductions

(b)(2)(i) The contracting officer must submit the draft notification through the SCO to the [cognizant HCA Workflow](#) as soon as the proposed termination/reduction is known. The cognizant HCA will forward the notification to SAF/AQ or SAF/SQ for signature (see [MP5349.7003 Notification of Anticipated Terminations or Reductions](#)).

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**PART 5350 - EXTRAORDINARY CONTRACTUAL
ACTIONS AND THE SAFETY ACT**

[DAFFARS PART 5350 Knowledge Center](#)

Revised: June 2024

See [PM 22-C-05 Revision 1](#), *Implementing Guidance: Managing the Effects of Inflation with Existing Contracts*

Sec.

	Subpart 5350.1 — GENERAL	5350.102-2	Contract Adjustment Boards
5350.101-1	Authority		Subpart 5350.103 — CONTRACT ADJUSTMENTS
	Subpart 5350.102 — DELEGATION OF AND LIMITATIONS ON EXERCISE OF AUTHORITY	5350.103-5	Processing Cases
5350.102-1-70	Delegations	■ 5350.104-3	Subpart 5350.104 — RESIDUAL POWERS (b)(1) Action on Indemnification Requests

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Subpart 5350.1 — GENERAL**5350.101-1 Authority**

(b) The authorities, policies, and procedures established in this part are based on the authority of [HAF MD 1-10](#), *Assistant Secretary of the Air Force (Acquisition)*.

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Subpart 5350.102 — DELEGATION OF AND LIMITATIONS ON EXERCISE OF AUTHORITY**5350.102-1-70 Delegations**

(a) The DAS(C) is authorized to deny or approve any request for contract adjustment under FAR 50 and take any action pursuant to [FAR 50.103-2\(b\)](#) or [FAR 50.103-2\(c\)](#), including the authority to modify or release unaccrued obligations of any sort and to extend delivery and performance dates for amounts not exceeding \$75,000.

5350.102-2 Contract Adjustment Boards

The Department of the Air Force Contract Adjustment Board (DAFCAB) is authorized to deny or approve any request for contract adjustment more than \$75,000.

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Subpart 5350.103 — CONTRACT ADJUSTMENTS**5350.103-5 Processing Cases**

(a) All requests for relief and all related documents, certifications, correspondence, reports, files, and a proposed memorandum of decision must be forwarded through the SCO for submission to the approving official.

(b) The DAFCAB serves as the exclusive point of contact with other military departments, or other departments or agencies of the Government, relative to the exercise of authority under Public Law 85-804.

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Subpart 5350.104 — RESIDUAL POWERS

5350.104-3 (b)(1) Action on Indemnification Requests

See the [Indemnification Guide for Unusually Hazardous or Nuclear Risks](#) for additional information. Upon completion of all buying activity coordination, the contracting officer must forward the indemnification request through the SCO to the [cognizant HCA Workflow](#) to for staffing to the SECAF.

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PART 5352 - SOLICITATION PROVISIONS AND CONTRACT CLAUSES

[DAFFARS PART 5352 Knowledge Center](#)

Revised: June 2024

Sec.

	Subpart 5352.2 — TEXT OF PROVISIONS AND CLAUSES		
5352.201-9101	Ombudsman	5352.217-9000	Long Lead Limitation of Government Liability
5352.204-9000	Notification of Government Security Activities	5352.223-9000	Elimination of Use of Class I Ozone Depleting Substances (ODS)
5352.204-9002	Security Incident Reporting and Procedures	5352.223-9001	Health and Safety on Government Installations
5352.209-9000	Organizational Conflict of Interest	5352.228-9101	Insurance Certificate Requirement in Spain (USAFE)
5352.209-9001	Potential Organizational Conflict of Interest	5352.242-9000	Contractor Access to Department of the Air Force Installations
		5352.242-9001	Common Access Cards (CAC) for Contractor Personnel

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Subpart 5352.2 — TEXT OF PROVISIONS AND CLAUSES

5352.201-9101 Ombudsman

As prescribed in [5301.9103 Solicitation Provision and Contract Clause](#), insert the following clause:

OMBUDSMAN (JUL 2023)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, [Insert names, addresses, telephone numbers, facsimile numbers, and e-mail addresses of Center/MAJCOM/FLDCOM/DRU/DAFRCO ombudsman/ombudsmen]. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/FLDCOM/DRU ombudsman level, may be brought by the interested party for further consideration to the Department of the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

(End of clause)

5352.204-9000 Notification of Government Security Activities

As prescribed in [DAFFARS 5304.404-90](#), insert the following clause in solicitations and contracts:

NOTIFICATION OF GOVERNMENT SECURITY ACTIVITIES (JUL 2023)

This contract contains a [DD Form 254](#), DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the [DD Form 254](#), the contractor shall take the following actions:

(a) At least thirty days prior to beginning operations, notify the Information Protection Office shown in the distribution block of the [DD Form 254](#) as to:

- (1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
- (2) The contract number and military contracting command;
- (3) The highest classification category of defense information to which contractor employees will have access;
- (4) The Department of the Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
- (5) The date contractor operations will begin on base in the U.S. or in the overseas area;
- (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and,
- (7) Any changes to information previously provided under this clause.

(End of clause)

5352.204-9002 Security Incident Reporting and Procedures

As prescribed in DAFFARS [5304.404-90 Additional Contract Clauses](#), insert the following clause in solicitations and contracts:

SECURITY INCIDENT REPORTING AND PROCEDURES (JUN 2024)

(a) The contractor shall follow the below guidance when a contract contains a DD Form 254, DOD Contract Security Classification Specification:

(1) The contractor shall notify the Government Contracting Activity (GCA) of any security incident involving the potential or actual loss, compromise, or suspected compromise of Top Secret, Secret, and/or Confidential information, referred to as classified information, when the incident is discovered at the contractor's location.

(i) The contractor shall conduct the requisite inquiry(ies) in accordance with 32 CFR Part 117 and Cognizant Security Office (e.g., Defense Counterintelligence and Security Agency) guidance.

(2) Security incidents occurring at government performance locations where the contractor is categorized as a visitor will be processed and reported in accordance with government host security procedures.

(3) Security incidents involving the potential or actual loss, compromise, or suspected compromise of Special Access Program and/or Sensitive Compartmented Information is under the jurisdiction of the GCA and the contractor shall follow GCA guidance in lieu of this requirement.

(4) This requirement does not relieve the contractor from reporting requirements set forth in 32 CFR Part 117, DFARS 252.204-7012, or as otherwise directed by contract requirements and/or its Cognizant Security Office (e.g., Defense Counterintelligence and Security Agency).

(5) This requirement does not relieve the contractor from adhering to security incident guidance set forth by its Cognizant Security Office (e.g., Defense Counterintelligence and Security Agency).

(6) The contractor is responsible for ensuring all applicable subcontracts include these security incident reporting requirements.

(7) If the lost or compromised information is beyond the jurisdiction of the U.S. Government and cannot be recovered (e.g., media leak, public website posting, or loss in a foreign country), the notification and location of the compromise (e.g., geographic location of unrecoverable equipment) shall be classified commensurate with the classification level of the compromised material to prevent further unauthorized disclosure in accordance with DoDM5200.01 Volume 3, Enclosure 6. The contractor will contact the GCA for instructions on how to communicate the notification prior to submission in all cases where lost or compromised information is beyond the jurisdiction of the U.S. Government and cannot be recovered.

(8) The contractor shall ensure all notifications determined to contain classified information are properly transmitted and marked in accordance with derivative classification and overarching marking guidelines in accordance with 32 CFR Part 117.

(b) Initial Notification of Security Incident

(1) The contractor shall provide an initial notification of security incident to the GCA within 72 hours of discovery of any incident where classified information may have been subjected to loss, compromise, or suspected compromise for all security incidents involving the contractor's location unless otherwise directed by contract requirements.

(2) The initial notification to the GCA is considered Controlled Unclassified Information (CUI) [CUI category OPSEC, FEDCON Distribution/Dissemination Control] unless otherwise determined by the GCA, marked in accordance with DoDI5200.48, and shall be transmitted to the GCA through authorized means (e.g., encrypted email or DoD SAFE).

(3) If the initial notification contains classified information either by content or through classification through compilation, the contractor will contact the GCA for submission guidance and ensure the notification is properly marked in accordance with derivative classification and overarching marking guidelines in accordance with 32 CFR Part 117.

(4) The initial notification shall contain the following information, as available at the time of report:

(i) Prime contract number associated with the security incident.

(ii) Date of security incident occurrence.

(iii) Date of security incident discovery if different from date of occurrence.

(iv) Security Classification Guide (SCG) or guidance used to validate classification level of information involved (unclassified title/date); if SCG title is either classified or if listing SCG information will cause the notification to be classified by compilation, do not include and indicate as such in the initial notification.

(v) Classification level of information involved (e.g., Top Secret, Secret, or Confidential)

(vi) Brief description of incident prompting initial notification. If incident directly or indirectly involved government personnel, include government personnel name(s), email address(s), and office information.

(vii) Communicate whether it is possible for the contractor to properly retain and/or provide the suspected information in question for GCA classification review and/or damage assessment.

(c) Final Notification of Security Incident

(1) The contractor shall provide a final notification to the GCA 10 business days from date of initial notification. If the final notification cannot be made 10 business days from the date of the initial notification, the contractor shall request an extension and receive approval in writing from the GCA.

(2) The final notification to the GCA does not relieve the contractor from reporting requirements set forth by 32 CFR Part 117, DFARS 252.204-7012, or as otherwise directed by contract requirements and/or its Cognizant Security Office (e.g., Defense Counterintelligence and Security Agency).

(3) The final notification will be considered CUI [CUI category OPSEC, FEDCON Distribution/Dissemination Control] unless otherwise determined by the GCA, marked in accordance with DoDI5200.48, and sent through authorized means (e.g., encrypted email or DoD SAFE).

(4) If the final notification contains classified information either by content or through classification through compilation, the contractor is required to contact the GCA for submission guidance and ensure the notification is properly marked in accordance with derivative classification and overarching marking guidelines in accordance with 32 CFR Part 117.

(5) The final notification shall contain the following information:

(i) Prime contract number associated with the security incident.

(ii) Date of security incident occurrence.

(iii) Date of security incident discovery if different from date of occurrence.

(iv) Security Classification Guide (SCG) or guidance used to validate classification level of information involved (unclassified title/date); if SCG title is either classified or if listing SCG information will cause the report to be classified by compilation, do not include this information, and indicate as such in the final notification.

(v) Classification level of information involved (e.g., Top Secret, Secret, or Confidential)

(vii) Detailed description of incident and include the following:

Sequence of events: When, where, and how did the incident occur?

What persons, situations, and/or conditions caused or contributed to the incident?

If incident originated with government personnel, include government personnel name(s), email address(s), and office information.

Include the name(s), email address(s), and office information of all government personnel involved, either directly or indirectly, as appropriate

If classified information is alleged to have been physically lost (e.g., lost classified document), what steps were taken to locate the material?

If security incident was categorized as a data spill, include measures taken to properly sanitize all impacted assets.

(viii) Corrective actions taken to prevent future occurrences

(ix) Result of inquiry (e.g., loss, compromise, suspected compromise, or no compromise)

(x) A copy of the supporting DD Form 254(s) associated with prime contract. If DD Form 254 cannot be provided, the contractor shall indicate the reasons why in the final report.

(d) Definitions

“32 CFR Part 117” means National Industrial Security Program Operating Manual.

“Business days” means days that do not include federal holidays or weekends.

“Classified information” means information the government designates as requiring protection against unauthorized disclosure in the interest of national security, pursuant to E.O. 13526, Classified National Security Information, or any predecessor order, and the Atomic Energy Act of 1954, as amended. Classified information includes national security information (NSI), restricted data (RD), and formerly restricted data (FRD), regardless of its physical form or characteristics (including tangible items other than documents).

“Cognizant security agencies (CSAs)” means agencies E.O. 12829, sec. 202, designates as having National Industrial Security Program implementation and security responsibilities for its own agencies (including component agencies) and any entities and non-CSA agencies under their cognizance. The CSAs are: Department of Defense (DoD); Department of Energy

(DOE); Nuclear Regulatory Commission (NRC); Office of the Director of National Intelligence (ODNI); and Department of Homeland Security (DHS).

"Cognizant Security Office" means an organizational unit to which the head of a CSA delegates authority to administer industrial security services on behalf of the CSA.

"Compromise" means an unauthorized disclosure of classified information.

"Data spill" means electronic transmission of classified information via unsecure means such as classified information transmitted over an unclassified network.

"DD Form 254" means the Department of Defense Contract Security Classification Specification.

"Derivative classification" means incorporating, paraphrasing, restating, or generating in new form information that is already classified, and marking the newly developed material consistent with the classification markings that apply to the source information. Includes the classification of information based on classification guidance. The duplication or reproduction of existing classified information is not derivative classification.

"Final Notification of Security Incident" means contractor (or subcontractor) notification to the Government Contracting Activity communicating the results of the inquiry conducted.

"Government Contracting Activity" means an element of a Component designated and delegated by the Component head or designee with broad authority regarding acquisition functions to include the appropriate resources and personnel (e.g., contracting officers or their designees, program managers, program offices, and security personnel) as defined in DoDM 5220.32, Volume 1.

"Initial Notification of Security Incident" means the contractor's (or subcontractor) notification to the Government Contracting Activity of a security incident occurrence and surrounding details of occurrence.

"Inquiry" means the initial fact-finding and analysis process to determine the facts of any security incident and conducted to determine whether or not there was a loss of classified information or whether or not unauthorized personnel had, or could have had, access to the information.

"Loss" means the inability to physically locate or account for classified information.

"Security classification guide" means a documentary form of classification guidance issued by an Original Classification Authority that identifies the elements of information regarding a specific subject that must be classified and establishes the level and duration of classification for each such element.

"Security Incident" means an incident that results from the mishandling of classified information.

"Suspected Compromise" means when a result of no loss or compromise of classified information cannot be determined with certainty.

(End of clause)

5352.209-9000 Organizational Conflict of Interest

As prescribed in [DAFFARS 5309.507-2\(a\)](#), insert the following clause, substantially as written, in Section I:

ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)

(a) The following restrictions and definitions apply to prevent conflicting roles which may bias the Contractor's judgment or objectivity, or to preclude the Contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.

(1) Descriptions or definitions:

"Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries.

"Development" means all efforts towards solution of broadly-defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

"Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

"System" means the system that is the subject of this contract.

"System Life" means all phases of the system's development, production, or support.

"Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

"Technical Direction" means developing work statements, determining parameters, directing other Contractors' operations, or resolving technical controversies.

(2) Restrictions: The Contractor shall perform systems engineering and/or technical direction, but will not have overall contractual responsibility for the system's development, integration, assembly and checkout, or production. The parties recognize that the Contractor shall occupy a highly influential and responsible position in determining the system's basic concepts and supervising their execution by other Contractors. The Contractor's judgment and recommendations must be objective, impartial, and independent. To avoid the prospect of the Contractor's judgment or recommendations being influenced by its own products or capabilities, it is agreed that the Contractor is precluded for the life of the system from award of a DoD contract to supply the system or any of its major components, and from acting as a subcontractor or consultant to a DoD supplier for the system or any of its major components.

(End of clause)

ALTERNATE I (JUL 2023). As prescribed in [DAFFARS 5309.507-2\(a\)\(2\)](#), either substitute paragraph (a)(2) of the basic clause with one or both of the following paragraphs, or use one or both in addition to the basic paragraph (a)(2). Use these paragraphs substantially as written.

(a)(2)(i) The Contractor shall prepare and submit complete specifications for non-developmental items to be used in a competitive acquisition. The Contractor shall not furnish these items to the DoD, either as a prime or subcontractor, for the duration of the initial production contract plus (insert a specific period of time or an expiration date).

(a)(2)(ii) The Contractor shall either prepare or assist in preparing a work statement for use in competitively acquiring the (identify the system or services), or provide material leading directly, predictably, and without delay to such a work statement. The Contractor may not supply (identify the services, the system, or the major components of the system) for a period (state the duration of the constraint, however, the duration of the initial production contract shall be the minimum), as either the prime or subcontractor unless it becomes the sole source, has participated in the design or development work, or more than one Contractor has participated in preparing the work statement.

ALTERNATE II (JUL 2023). As prescribed in [DAFFARS 5309.507-2\(a\)\(3\)](#), either substitute paragraph (a)(2) of the basic clause with the following paragraph, or add the following in addition to the basic restriction. Renumber the paragraphs as needed if more than one restriction applies. Use this paragraph, substantially as written.

(a)(2) The Contractor shall participate in the technical evaluation of other Contractors' proposals or products. To ensure objectivity, the Contractor is precluded from award of any supply or service contract or subcontract for the system or its major components. This restriction shall be effective for (insert a definite period of time). This does not apply to other technical evaluations concerning the system.

ALTERNATE III (JUL 2023). As prescribed in [DAFFARS 5309.507-2\(a\)\(4\)](#), add the following paragraph (b) to the basic clause substantially as written:

(b) The Contractor may gain access to proprietary information of other companies during contract performance. The Contractor agrees to enter into company-to-company agreements to: (1) protect another company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company; and, (2) to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the Contractor shall furnish copies of these agreements to the contracting officer. These agreements are not intended to protect information which is available to the Government or to the Contractor from other sources and furnished voluntarily without restriction.

ALTERNATE IV (JUL 2023). As prescribed in [DAFFARS 5309.507-2\(a\)\(5\)](#), add the following paragraph (b) to the basic clause. If Alternate III is also used, renumber this to paragraph (c).

(b) The Contractor agrees to accept and to complete all issued task orders, and not to contract with Government prime Contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

ALTERNATE V (JUL 2023). As prescribed in [DAFFARS 5309.507-2\(a\)\(6\)](#), add the following paragraph (b) to the basic clause substantially as written. If more than one Alternate is used, renumber this paragraph accordingly.

(b) The Contractor agrees to accept and to complete issued delivery orders, provided that no new organizational conflicts of interest are created by the acceptance of that order. The contracting officer shall identify the organizational conflict of interest in each order. The Contractor shall not contract with Government prime Contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

ALTERNATE VI (JUL 2023). As prescribed in [DAFFARS 5309.507-2\(a\)\(7\)](#), add the following paragraph (b) to the basic clause substantially as written. If either Alternate III or IV or both are used, renumber this paragraph accordingly.

(b) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in this clause, unless excused in writing by the contracting officer.

5352.209-9001 Potential Organizational Conflict of Interest

As prescribed in [DAFFARS 5309.507-2\(b\)](#), insert the following provision, substantially as written in Section L:

POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)

(a) There is potential organizational conflict of interest (see FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest) due to (state the nature of the proposed conflict). Accordingly:

(1) Restrictions are needed to ensure that (state the nature of the proposed restraint and the applicable time period).

(2) As a part of the proposal, the offeror shall provide the contracting officer with complete information of previous or ongoing work that is in any way associated with the contemplated acquisition.

(b) If award is made to the offeror, the resulting contract may include an organizational conflict of interest limitation applicable to subsequent Government work, at either a prime contract level, at any subcontract tier, or both. During evaluation of proposals, the Government may, after discussions with the offeror and consideration of ways to avoid the conflict of interest, insert a special provision in the resulting contract which shall disqualify the offeror from further consideration for award of future contracts.

(c) The organizational conflict of interest clause included in this solicitation may be modified or deleted during negotiations.

(End of provision)

ALTERNATE I (JUL 2023). At the discretion of the contracting officer, substitute the following paragraph (b) for paragraphs (b) and (c) in the basic provision:

(b) The organizational conflict of interest clause in this solicitation may not be modified or deleted.

5352.217-9000 Long Lead Limitation of Government Liability

As prescribed in [DAFFARS 5317.7406](#), insert the following clause in solicitations and contracts:

LONG LEAD LIMITATION OF GOVERNMENT LIABILITY (JUL 2023)

(a) In performing this contract, the contractor is not authorized to make expenditures or incur obligations exceeding \$[*insert dollar amount*].

(b) The maximum amount for which the Government shall be liable if this contract is terminated (i.e., costs already incurred and those associated with termination) is \$[*insert dollar amount*].

(c) The contractor shall notify the contracting officer in writing whenever there is reason to believe that, within the next 60 days, the costs expected to be incurred under this contract, when added to all costs previously incurred, will exceed 75 percent of the total amount allotted to the contract by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the specified schedule period, limited by the not-to-exceed contract value.

(d) Sixty days before the end of the specified schedule period, the contractor shall give notice to the contracting officer of the estimated amount of additional funds required to continue long lead contract performance, when the funds will be needed, and any agreed to extension period specified in the Schedule.

(End of clause)

5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS)

As prescribed in [DAFFARS 5323.804-90](#), insert the following clause in solicitations and contracts:

ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (JUN 2024)

(a) Contractors shall not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

(b) For the purposes of Department of the Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in [AFI 32-7086](#)) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that uses one or more of these Class I ODSs as minor constituents do not meet the Department of the Air Force definition of a Class I ODS.]

(End of clause)

5352.223-9001 Health and Safety on Government Installations

As prescribed in [DAFFARS 5323.9001](#), insert the following clause in solicitations and contracts:

HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUL 2023)

(a) In performing work under this contract on a Government installation, the contractor shall:

(1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Department of the Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(End of clause)

5352.228-9101 Insurance Certificate Requirement in Spain (USAFE)

As prescribed at [DAFFARS 5328.310-90](#), insert the following clause in solicitations and contracts:

INSURANCE CERTIFICATE REQUIREMENT IN SPAIN (USAFE) (JUL 2023)

(a) Below follows the Insurance Certificate required for any Third Country National (TCN) contractor, other than U.S. or Spanish, required for use under this contract. The certificate is provided to standardize base access procedures. It must be completed and signed by the policyholder and the insurer.

(b) The amount of coverage minimum is 90,151.82 Euros per insured party (personal injury), 60,101.21 Euros per accident (property damage), and 6,010.12 Euros security deposit for legal fees. In all cases the amount of coverage, if different from the above amounts, will be determined by the insurer, except in situations where the minimum coverage applies.

(c) The request for base access and the insurance certificate should be processed in accordance with [DoD Foreign Clearance Guide](#) instructions for Spain.

(d) Complete the following certification:

Certificate of Insurance

CERTIFICATE OF INSURANCE COVERAGE OF THE CIVIL LIABILITY REFERRED TO UNDER ARTICLE 5 OF ANNEX 6 TO THE AGREEMENT BETWEEN THE KINGDOM OF SPAIN AND THE UNITED STATES OF AMERICA ON COOPERATION FOR THE DEFENSE.

The insurance Company _____ with legal domicile in _____ of _____ Tel: _____ of _____ Spanish/US nationality, registered in the Mercantile Registry of _____ Date: _____, Number _____, Book: _____, Section _____, Volume _____, Page _____.

CERTIFIES

That (insert contractor or company name) of _____ nationality has contracted with this company Policy Number _____ of civil liability against damages to persons or property which could arise from actions or omissions committed by any of their employees in the performance of their official functions/professional activities in Spain because of the contracts signed with U.S. Forces, and during the visit which, in respect of such contract, they may make to Spain, according to the general conditions in force for this type of insurance and also to the special conditions created for this purpose in the Spanish-U.S. Permanent Committee; that said company has paid the premium according to the agreed conditions; and that such Policy is in force.

The Policy establishes as coverage of the mentioned risks the following amounts:

INDEMNITY LIMITS :

- For casualty: -----601,012.10 Euros

With the following sub-limits for each injured person:

- For personal liability: -----90,151.82 Euros

- For property damage: ----- 60,101.21 Euros

- For Judiciary Bond: ----- 6,010.12 Euros

The granted coverage is effective from _____ through _____, and does not include any type of franchise, or similar limitation, to be deducted from the mentioned guarantees or any clause which requires the submission to any type of arbitration. The underwriting insurance company considers that the established amounts adequately cover the insured risks.

The policy sets forth the following clauses:

1. "The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under this Policy."

2. "The parties hereto explicitly agree to submit to the jurisdiction of the Spanish Courts of Law and to the Spanish Laws to settle any matter related to the construction or enforcement of the clauses and conditions of this Policy."

IN WITNESS HEREOF, the present document is signed in _____, on the _____ of _____, 20____.

For the Insured Company (signature) For the Insurance (signature)

(Courtesy Translation)

Certificado de Cobertura de Seguro

CERTIFICADO DE COBERTURA DE SEGURO DE LA RESPONSABILIDAD CIVIL A QUE SE REFIERE EL ARTICULO 5 DEL ANEXO 6 AL CONVENIO ENTRE EL REINO DE ESPAÑA Y LOS ESTADOS UNIDOS DE AMERICA SOBRE COOPERACION PARA LA DEFENSA.

La Compañía de Seguros _____ con domicilio social en la Calle/Avda./Pla. _____, Tlfo.: _____, de _____ nacionalidad española/norteamericana, inscrita en el Registro Mercantil de _____, fecha _____, Número _____, Libro _____, Sección _____, Tomo _____, Folio _____.

CERTIFICA:

Que _____ (nombre del individuo o la empresa) _____, de nacionalidad _____, tiene suscrita con esta Compañía la Póliza número _____, de responsabilidad civil contra daños a personas y cosas que pudieran derivarse de acciones u omisiones realizadas por sus empleados en el desempeño de sus funciones oficiales/actividades profesionales en España con ocasión de su contrato con las Fuerzas de los EE.UU. y con la visita que en relación con dicho contrato realicen sus empleados a España, según las condiciones generales vigentes para este tipo de seguros y además las condiciones especiales elaboradas a este fin en el Comité Permanente Hispano-Norteamericano; habiéndose satisfecho la prima según las condiciones pactadas, y encontrándose dicha Póliza en vigor.

La Póliza establece como cobertura de los riesgos mencionados las siguientes cuantías:

LIMITES DE INDEMNIZACION:

- Por siniestro: ----- 601.012,10 Euros

Con los siguientes sublímites por perjudicado:

- Por daños personales: ----- 90.151,82 Euros

- Por daños materiales: ----- 60.101,21 Euros

- Por fianzas judiciales: ----- 6.010,12 Euros

Las coberturas otorgadas son efectivas desde el _____, hasta el _____, no incluyéndose en las mismas ningún tipo de franquicia o limitación similar a deducir de las garantías indicadas ni ninguna disposición que requiera la sumisión a cualquier tipo de arbitraje. La Compañía aseguradora que suscribe considera que las cuantías establecidas cubren adecuadamente los riesgos asegurados.

La Póliza establece las siguientes cláusulas:

1. “La Compañía Aseguradora renuncia a cualquier derecho de subrogación contra los Estados Unidos de América que pueda provenir por razones diferentes a pago, bajo la Póliza epígrafiada.”

2. “Las partes se someten expresamente a la jurisdicción de los tribunales españoles y al derecho español para resolver cualquier cuestión relativa a la interpretación o aplicación de las cláusulas y condiciones de la Póliza.”

Y para que conste a los efectos oportunos, se firma el presente en _____ a _____ de _____ 20____.

Tomador: Asegurador:

(END OF CERTIFICATE)

(End of Clause)

5352.242-9000 Contractor Access to Department of the Air Force Installations

As prescribed in [DAFFARS 5342.490-1](#), insert a clause substantially the same as the following clause in solicitations and contracts:

CONTRACTOR ACCESS TO THE DEPARTMENT OF THE AIR FORCE INSTALLATIONS (JUN 2024)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Department of the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and [*insert any additional requirements to comply with local security procedures*] to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with [*insert any additional requirements to comply with* [AFI 31-101](#) , *Integrated Defense, and* [DODMAN5200.02](#) [AFMAN 16-1405](#) , *Air Force Personnel Security Program*] citing the appropriate paragraphs as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) The contractor shall provide an after-hours contact number or after-hours email in the Emergency Mass Notification System (EMNS) for each of their personnel, whose normal place of duty is on a DoD installation or within a DoD facility. The contractor shall comply with any additional requirements in DAFMAN 10-206 for emergency operational reporting. Foreign Nationals may participate and may remove themselves from the Emergency Mass Notification System at any time.

To update information, personnel can access the globe icon on their system desktop screens and choose the “Access Self-Service” option.

(g) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

5352.242-9001 Common Access Cards (CAC) for Contractor Personnel

As prescribed in [DAFFARS 5342.490-2](#), insert a clause substantially the same as the following clause in solicitations and contracts:

COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL (JUL 2023)

(a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:

(1) Require logical access to Department of Defense computer networks and systems in either:

(i) the unclassified environment; or

(ii) the classified environment where authorized by governing security directives.

(2) Perform work, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Contractors and their personnel shall use the following procedures to obtain CACs:

(1) Contractors shall provide a listing of personnel who require a CAC to the contracting officer. The government will provide the contractor instruction on how to complete the Contractor Verification System (CVS) application and then notify the contractor when approved.

(2) Contractor personnel shall obtain a CAC from the nearest Real Time Automated Personnel Identification Documentation System (RAPIDS) Issuing Facility (typically the local Military Personnel Flight (MPF)).

(c) While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.

(d) During the performance period of the contract, the contractor shall:

(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing government official;

(2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;

(3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and

(4) Report lost or stolen CACs in accordance with local policy/directives.

(e) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)