



1. PURPOSE

The purpose of this document is to provide the policy and guidance for the preparation of Determinations and Findings (D&F) subject to regulatory requirements. Also covered in this document are determinations or waivers specific to local policy or better business documentation practices.

A D&F is a special form of written authorization required for certain contracting actions before they can begin. The determination is a decision; findings are statements of fact supporting that conclusion. Findings must address all requirements of the applicable statute or regulation. The determinations or waivers specific to local policy are a form of documentation in the contract file that outline the facts and justify contract actions.

Related guidance is available under CMPG section [1.2.3 Develop D&F](#).

2. POLICY

Pursuant to [FAR Subpart 1.7](#), a D&F shall ordinarily be for an individual contract action. Class D&Fs may be executed for classes of contract actions for the same or related supplies or services or other contracting actions that require essentially identical justification unless it is otherwise prohibited. The approval granted by a D&F is restricted to the proposed contract action(s) reasonably described in that D&F. D&Fs may provide for a reasonable degree of flexibility such as variations in estimated quantities or prices unless the D&F specifies otherwise.

2.1 Contract Award or Continued Performance - Protest ([FAR 33.104\(c\)\(2\)](#)) - [Sample Protest D&F](#)

The D&F must be approved by the Head of the Contracting Activity (HCA). Contract performance shall not be authorized until the agency has notified the GAO of the finding. See [Pre and Post Award Protests](#) SCPPM. A sample D&F can be located in the [Toolbox](#). The D&F shall state that:

- Contract performance will be in the best interests of the United States; or
- Urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for the GAO's decision.

2.2 Economy Act D&F ([FAR 17.502-2](#)) ([DFARS 217.503](#)) ([NMCARS 5217.502-2](#))

The Economy Act ([31 U.S.C. 1535](#)) authorizes agencies to enter into agreements to obtain supplies or services by interagency acquisition when there is no other specific authority to do so.

The D&F shall state that:

- The use of an interagency acquisition is in the best interest of the Government; and
- The supplies or services cannot be obtained as conveniently or economically by contracting directly with a private source.

If the Economy Act order requires contract action by the servicing agency (assisted acquisition), the D&F must also include a statement that at least one of the following circumstances applies:

- The acquisition will appropriately be made under an existing contract of the servicing agency, entered into before placement of the order, to meet the requirements of the servicing agency for the same or similar supplies or services.
- The servicing agency has the capability or expertise to enter into a contract for such supplies or services that is not available within the requesting agency.



- The servicing agency is specifically authorized by law or regulation to purchase such supplies or services on behalf of other agencies.
- In addition, the Economy Act D&F shall address the requirements as listed in the [✓ Proper Use of Non-DoD Contracts](#) SCPPM.
- Check [DPAP Interagency Acquisition website](#) to see if the servicing agency is certified to provide acquisition support to DoD and ensure that the servicing agency complies with DFARS Subpart 17.7.

If the Economy Act Orders is placed against a non-DoD contract vehicle by a SPAWAR Contracting Officer (direct acquisition), the D&F shall be approved prior to award.

See [NMCARS 5217.502](#) for D&F requirements, approval authority, exceptions, and special circumstances, including Economy Act orders placed with the Department of Transportation (DOT) Volpe Laboratories, Department of Energy (DOE) Federally Funded Research and Development Centers (FFRDCs), and agencies not subject to the FAR. See [NMCARS 5217.7802](#) for assisted acquisitions issued by a non-DoD agency. Note that GSA Orders are not subject to the Economy Act and therefore do not require a D&F ([NMCARS 5217.502-2](#) (S-92) Exception (d)). Additional resources include:

- a. [Sample Economy Act D&F](#)
- b. [DASN FMC memo dated 1 Apr 10](#)
- c. [DPAP Interagency Acquisition website](#)
- d. [DPAP MOU Between DoD and GSA](#)

2.3 Exception to Unique Item Identification ([DFARS 211.274-2](#)) - [Sample UID Exception D&F](#)

The D&F shall state that it is more cost effective for the Government requiring activity to assign, mark, and register the unique item identification after delivery of an item acquired from a small business concern or a commercial item acquired under [FAR Part 12](#) or [FAR Part 8](#).

In accordance with [DFARS 211.274-2\(b\)\(2\)\(ii\)](#), the DoD Unique Item Identification Program Office must receive a copy of the D&F. Send the copy to DPAP, SPEC ASST, 3060 Defense Pentagon, 3E1044, Washington, D.C. 20301-3060; or by facsimile to (703) 695-7596. A copy must also be provided to DASN(AP) by email at RDAJ&As@navy.mil with the subject "DFARS 211.274-2 – Determination – Exception to Item Unique Identification Marking." ([NMCARS 5211.274-2](#)).

2.4 Full and Open Competition after Exclusion of Sources ([FAR 6.202](#))

When establishing or maintaining alternative sources, agencies may exclude a particular source from a contract action in order to establish or maintain an alternative source or sources for the supplies or services being acquired. See [NMCARS 5206.202](#) for D&F approval authority and [DFARS 206.202/PGI 206.202\(b\)](#) for supporting documentation requirements.

The D&F must state that exclusion of a particular source would:

- a. Increase or maintain competition and likely result in reduced overall costs for the acquisition, or for any anticipated acquisition which shall include a description of the estimated reduction in overall costs and how the estimate was derived;
- b. Be in the interest of national defense in having a facility (or a producer, manufacturer, or other supplier) available for furnishing the supplies or services in case of a national emergency or industrial mobilization;
- c. Be in the interest of national defense in establishing or maintaining an essential engineering, research, or development capability to be provided by



- an educational or other nonprofit institution or a federally funded research and development center;
- d. Ensure the continuous availability of a reliable source of supplies or services;
 - e. Satisfy projected needs based on a history of high demand; or
 - f. Satisfy a critical need for medical, safety, or emergency supplies.

The D&F shall not be made on a class basis. Technical and requirements personnel are responsible for providing all necessary data to support their recommendation to exclude a particular source.

2.5 Fixed-Price Contract for a Development Program ([DFARS 235.006](#))

For other than major defense acquisition programs, the D&F shall state that the level of program risk permits realistic pricing and that the use of a fixed-price type contract permits an equitable and sensible allocation of program risk between the Government and the contractor. See [NMCARS 5235.006](#) for approval and notification requirements for contracts exceeding \$25 million.

2.6 Incentive Contracts ([FAR Subpart 16.4](#))

A D&F shall be completed for all incentive- and award-fee contracts justifying that the use of this type of contract is in the best interest of the Government. For award-fee contracts, the D&F shall be signed by SPAWAR 2.0/2.0A. For all types of incentive contracts other than award-fee contracts, the D&F may be signed at one level above the Contracting Officer. (See DPAP Memorandum [Class Deviation 2010-00012 Delegation of Approval for Use of Incentive Contracts](#) dated 21 May 2010).

2.6.1 LANGUAGE FOR AWARD-FEE CONTRACTS - [SAMPLE SEAPORT D&F](#); [SAMPLE NON-SEAPORT D&F](#)

For Award-Fee Contracts, the D&F shall state that:

- The work to be performed is such that it is neither feasible nor effective to devise predetermined objective incentive targets applicable to cost, schedule, and technical performance;
- The likelihood of meeting acquisition objectives will be enhanced by using a contract that effectively motivates the contractor toward exceptional performance and provides the Government with the flexibility to evaluate both actual performance and the conditions under which it was achieved; and
- Any additional administrative effort and cost required to monitor and evaluate performance are justified by the expected benefits as documented by a risk and cost benefit analysis to be included in the D&F.

2.6.2 SUBMITTING A D&F FOR COST PLUS AWARD FEE (CPAF) CONTRACTS ([NMCARS 5216.401](#))

HCAAs shall submit copies of approved D&Fs to DASN(AP) for (i) ACAT I Programs, within 15 days after approval; (ii) non-ACAT I programs valued \$50 million or more (including options), within 30 days after approval.

2.7 Other Transactions (OTs) - [Sample OT D&F](#)

OTs are agreements used for basic, applied, advanced research and prototype projects and are not contracts, grants, or cooperative agreements pursuant to the authority of [10 U.S.C. 2371](#) (research) or [Public Law 104-201, Section 804](#) (prototype). See [Other Transactions \(Prototypes\)](#) SCPPM.

2.8 Other than Full and Open Competition (Public Interest Exception) ([FAR 6.302-7](#))

Full and open competition need not be provided for when the agency head determines that it is not in the public interest in the particular acquisition concerned. Congressional notification is required *within 30 days* of determination. The D&F shall not be made on a class basis. See [DFARS 225.103](#) for threshold approval levels and



[NMCARS 5225.103](#) for procedures for public interest exception determinations under the [Buy American Act](#).

2.9 Ratification of Unauthorized Commitments ([FAR 1.602-3](#)) - [Sample Statement of Facts D&F](#)

Contract actions initiated or approved by unauthorized Government personnel which have resulted in supplies delivered or services rendered to the Government. See [Ratification of Unauthorized Commitments](#) SCPPM and [NMCARS 5201.602-3](#) for approval authority, DON guidance, and reporting requirements.

2.10 Task or Delivery Order Contract to be Awarded to a Single Source ([FAR 16.504\(c\)](#)) ([DFARS 216.504](#)) ([NMCARS 5216.504](#))

2.10.1 QUALIFYING CRITERIA

- The task or delivery orders expected under the contract are so integrally related that only a single source can reasonably perform the work;
- The contract provides only for firm, fixed price task or delivery orders for products for which unit prices are established in the contract or services for which prices are established in the contract for the specific task to be performed;
- Only one source is qualified and capable of performing the work at a reasonable price to the government (cite and attach any applicable justification to the D&F package); or
- Because of exceptional circumstances, it is necessary in the public interest to award the contract to a single source. [Note: If this “exceptional circumstances/public interest” criterion applies, the D&F shall be submitted to and approved by ASN(RD&A), regardless of contract value. Where the contract value, including all options, exceeds \$ 112M, Congressional notification is required within 30 days after making this determination.]



2.10.2 UP TO \$ 112 MILLION - [SAMPLE D&F: SINGLE SOURCE UP TO \\$ 112M](#)

[ASN \(RD&A\) memorandum dated Oct. 2008](#), which was updated by [NMCARS 5216.504-90\(b\)](#), **exempts from review** the following categories of contracts below \$ 112 Million:

- Competitively awarded contracts which provide only for firm, fixed unit price task or delivery orders for products or services where unit prices are established in the contract;
- Only one qualified offer received under a competitive solicitation [the circumstances for award must be addressed in the business clearance];
- Contracts for Foreign Military Sales awarded to a directed source;
- Requirements contracts supported by approved acquisition plans/strategies;
- Contracts supported by a sole source J&A under [FAR Part 6](#);
- Sole source contracts awarded under [Section 8\(a\) of the Small Business Act](#); and
- Contracts with a total estimated value less than \$6.5 million [Note: does not apply to “exceptional circumstances” criterion]; and
- Architect-Engineer contracts awarded under [FAR Subpart 36.6](#).

For “**hybrid**” contracts (i.e. services contract, with supplies incidental), the threshold for review is based on the estimated value of the incidental portion of the contract. For actions from \$10M up to \$ 112M, where none of the exemptions listed above applies, a D&F is required and must be submitted to SPAWARSSCOM 2.0 for approval.



2.10.3 INSTRUCTIONS FOR D&FS EXCEEDING \$112 MILLION - [SAMPLE D&F: SINGLE SOURCE OVER \\$112M](#)

No task or delivery order contract estimated to exceed \$112 million (including options) may be awarded to a single source unless the ASN(RDA) determines that one of the four criteria listed under [Qualifying Criteria](#) exists. "Single Source" means any task or delivery order contract other than a multiple award contract as described by [10 U.S.C. 2304a\(d\)\(1\)\(B\)](#) and [FAR 16.504\(c\)](#). See [Approvals](#) for approval threshold levels.

- A. ASN(RD&A) is the approval authority for all determinations over \$112M. See [NMCARS 5216.504](#). Use the format shown in [NMCARS Annex 3](#), tailored to Section 843 requirements. (Note: ASN(RD&A) has established a preference for addressing the criterion that best applies. For example, in an IDIQ contract where all items are fixed price and established at the beginning of the contract, criterion (ii) would be used, unless one of the other three criteria is more appropriate.)
- B. Executive Summary Memorandum (ESM). The ESM forwards and recommends approval of the D&F. The ESM should provide: a description of the requirement (explaining any differences between the requirement as described in the AP/AS and in the D&F); the reason/basis for the single source contract award—was the contract planned as a single award contract (with or without a J&A) or based on the results of competition (e.g., only one offeror); an explanation as to how the cost estimate or value of the contract was derived; a demonstration that the requirement fits within the budget for the items (usually in the AP/AS or J&A); and when approval for the D&F is required (i.e., timeline for contract award).
- C. Supporting Documentation. The D&F should be accompanied by the same supporting documentation provided for J&As (e.g., AP or AS for ACAT programs, MOPAS for non-ACAT services acquisitions, etc.). A copy of the solicitation or contract should also be provided, along with the corresponding J&A (if applicable) and ESM. For sole source award contracts where the estimated award amount may be disclosed, include the amount (which should match the AP/AS or J&A). For competitive awards where the source selection has not yet been made or where the amount may not be disclosed, state that the value of the planned IDIQ contract "exceeds \$XXXM" or "exceeds \$112M" or "exceeds \$[insert Government estimate derived before solicitation]", and explain in the ESM that the exact value is not disclosed because it is a pending competitive award.
- D. **Forwarding to SPAWARSCOM Code 2.3.1.** Packages shall be reviewed by SPAWAR Code 2.3.1 prior to forwarding to ASN(RD&A). The D&F document shall be emailed in Word and PDF format with the D&F number in the subject line. An [email drafted to the Admiral](#) shall also be provided noting examples of sample tasks. Finally, a scanned copy of the signature page shall be provided via email to: HQ_CONTRACTS_POLICY@NAVY.MIL.

2.11 T&M and Labor Hour Contracts ([FAR 16.601/16.602](#) and [DFARS 216.603](#))

[Sample T&M/LH D&F](#)

For all T&M/Labor Hour Contracts (including indefinite-delivery contracts) and orders, the Contracting Officer must execute a D&F that no other contract type is suitable. The D&F must be signed by the Contracting Officer and properly approved before the base contract/order is awarded and before option exercise. The approval thresholds are as follows: if the T&M/Labor Hour contract/order plus all option periods is less than 3 years and less than or equal to \$1M, the D&F must be approved by one level above the Contracting Officer, but if it greater than \$1M, it shall be approved by



SPAWAR 2.0 and if the T&M/Labor Hour contract/order and all option periods will exceed 3 years, the D&F must be approved by the HCA (may not delegate).

2.11.1 COMMERCIAL T&M/LABOR HOUR CONTRACTS ([FAR 12.207](#)) ([DFARS 212.207\(b\)](#)) ([NMCARS 5212.207\(b\)](#))

DFARS 212.207(b) states that use of time-and-materials and labor-hour contracts for the acquisition of commercial items is authorized only for the following:

- (i) Services acquired for support of a commercial item, as described in paragraph (5) of the definition of “commercial item” at [FAR 2.101](#) (41 U.S.C. 103).
- (ii) Emergency repair services.
- (iii) Any other commercial services only to the extent that the head of the agency (DASN (AP)) concerned approves a written determination by the contracting officer that—
 - (A) The services to be acquired are commercial services as defined in paragraph (6) of the definition of “commercial item” at [FAR 2.101](#) (41 U.S.C. 103);
 - (B) If the services to be acquired are subject to [FAR 15.403-1\(c\)\(3\)\(ii\)](#), the offeror of the services has submitted sufficient information in accordance with that subsection;
 - (C) Such services are commonly sold to the general public through use of time-and-materials or labor-hour contracts; and
 - (D) The use of a time-and-materials or labor-hour contract type is in the best interest of the Government.

If the commercial contract authorizes the use of T&M/Labor Hour orders, the contract must be structured to maximize the use of fixed price orders and minimize the use of T&M/Labor Hour orders. If the contract only authorizes T&M/Labor Hour orders, the basic contract D&F must be approved in accordance with SCPPM paragraph 2.11 or 2.11.1(iii), as applicable. For Indefinite Delivery contracts, each T&M/Labor Hour order must be authorized by a separate D&F. The D&F must also include the following and must be approved in accordance with SCPPM paragraph 2.11 or 2.11.1(iii), as applicable:

- Description of the market research conducted.
- Statement as to why it is not possible to accurately estimate the extent and duration of work or the anticipated costs.
- Statement that the requirement has been structured to maximize the use of firm-fixed-price or fixed-price with economic price adjustment contracts for future acquisitions of the same or similar items.

See [FAR 12.207\(c\)\(ii\)\(3\)](#) for further information.

The following are Written Determinations/Waivers:

2.12 Commercial Item Determination

Regulation for commercial item determination can be found at ([DFARS 212.102/PGI 212.102\(a\)](#)). When using [FAR Part 12](#) procedures for acquisitions exceeding \$1 Million. See [Commercial Item Determination Checklist](#). In accordance with the [DPAP memorandum of March 23, 2007](#), Contracting Officers shall ensure that contract files fully and adequately document the market research and rationale supporting a conclusion that the commercial item definition in [FAR 2.101](#) has been satisfied. Branch Head approval for commercial item determinations is required for acquisitions exceeding \$1 million when the determination is based on “of a type” or “offered for sale” language contained in the definition of commercial item. [DFARS 212.102\(a\)\(i\)\(C\)](#) also clarifies approval requirements for determinations for acquisitions of services exceeding \$1 million using [FAR Part 12](#) procedures but which do not meet the definition of a commercial item. When such items lack sufficient



market pricing histories, additional diligence must be given to determinations that prices are fair and reasonable as required by [FAR Subpart 15.4](#).

2.13 Exercise of Options – ([FAR 17.207](#))

Before exercising an option, the Contracting Officer shall make a written determination for the contract file that exercise is in accordance with the terms of the option, [FAR Part 6](#), and the following requirements. To satisfy requirements of Part 6 regarding full and open competition, the option must have been evaluated as part of the initial competition and be exercisable at an amount specified in, or reasonably determinable from, the terms of the basic contract. See [FAR 17.207\(f\)](#) and  [Use of Options](#) SCPPM.

2.14 GFP to Contractors - ([FAR 45.102](#), [PGI 245.103-70](#))

Contractors are ordinarily required to furnish all property necessary to perform Government contracts. GFP shall be provided to contractors following the  [Government Furnished Property \(GFP\)](#) SCPPM only when it is clearly demonstrated:

- To be in the Government's best interest;
- That the overall benefit to the acquisition significantly outweighs the increased cost of administration, including ultimate property disposal;
- That providing the property does not substantially increase the Government's assumption of risk; and
- That Government requirement cannot otherwise be met.

See [PGI 245.103-70](#) for detailed D&F content requirements.

2.15 Non-Government Personnel as Advisors ([FAR 37.204](#)) -  [Sample Non-Government Advisor Determination](#))

Authority to Use Non-Government Personnel as Advisors for Evaluation of Proposals is required when sufficient personnel with the requisite training and capabilities are not readily available within the agency to perform evaluation or analysis of proposals for an acquisition (applies to both sole-source and competitive acquisitions). See [NMCARS 5237.204](#) for guidelines for determining availability of personnel and approval authority.

2.16 Approval to Include an OCI Clause in a Solicitation – ([FAR 9.504](#), [FAR 9.506](#))

Before issuing a solicitation for a contract that may involve a significant potential OCI, the Contracting Officer shall submit to the chief of the contracting office for approval a written analysis of the recommended course of action for avoiding, neutralizing, or mitigating the conflict, including, where appropriate, a proposed contract clause. See  [Organizational Conflicts of Interest \(OCI\)](#) SCPPM for procedures, clauses, and other sample agreements

2.17 Overtime ([FAR 22.103](#)) ([DFARS 222.103](#)) ([NMCARS 5222.103](#))

Typically, contractors shall perform all contracts, so far as practicable, without using overtime, particularly as a regular employment practice, except when lower overall costs to the Government will result or when it is necessary to meet urgent program needs. If overtime is required, approval of overtime shall ordinarily be authorized prior to award. Overtime is typically identified during the negotiation process and is addressed in the Business Clearance which should include information as described in [FAR 22.103-3](#).

The separate written determination shall address that overtime is necessary to:

1. Meet essential delivery or performance schedules;
2. Make up for delays beyond the control and without the fault or negligence of the contractor; or
3. Eliminate foreseeable extended production bottlenecks that cannot be eliminated in any other way.



This determination approval for using overtime shall ordinarily be prospective, but, if justified by emergency circumstances, approvals may be retroactive.

2.18 Truth in Negotiations Act (TINA) Waiver [\(DFARS 215.403-1\(c\)\(4\)\)](#) -

See  [Truth in Negotiation Act \(TINA\) Waivers and Notification Requirements](#) SCPPM and Notification Requirements for additional guidance. The HCA may, without power of delegation, waive the requirement for submission of cost or pricing data in exceptional cases. If this is done, the contractor or higher-tier subcontractor to whom the waiver relates shall be considered as having been required to provide cost or pricing data. Consequently, award of any lower-tier subcontract expected to exceed \$700,000 requires the submission of cost or pricing data unless:

1. An exception otherwise applies to the subcontractor; or
2. The waiver specifically includes that subcontract and the rationale supporting the waiver for that subcontract.

2.18.1 TINA WAIVER STANDARDS

The waiver shall be documented as a D&F in accordance with the [DPAP memorandum of March 23, 2007](#). Accordingly, the following standards for TINA waivers shall be met and documented in the D&F:

- The property or services cannot reasonably be obtained under the contract, subcontract, or modification, as the case may be, without the grant of the exception or waiver;
- The price can be determined to be fair and reasonable without the submission of certified cost and pricing data or the application of cost accounting standards, as the case may be; and
- There are demonstrated benefits to granting the exception or waiver (See [PGI 215.403-1\(c\)\(4\)\(A\)](#) and [NMCARS 5215.403-1\(c\)\(4\)\(A\)\(2\)](#) for determining when an exceptional case waiver is appropriate).

3. RESPONSIBILITIES**3.1 Procuring Contracting Officer (PCO)/Contract Specialist**

It is the responsibility of the PCO and contract specialist to determine when a D&F for an individual contract action or a class D&F for a class of contract actions is required.

3.2 SPAWAR Code 2.0/2.0A

Except as otherwise indicated under [Approvals](#), in accordance with [SPAWAR Delegation Memo 4200, ser 2.0/498 of 1 May 2015](#), HCA approval authority is delegated to SPAWAR 2.0/2.0A.

**4. PROCEDURE**

The following are the procedures for preparation of determinations and findings (D&F) for the SPAWAR claimancy.

1. The **PCO** and contract specialist shall gather sufficient facts to make findings.
2. The **PCO** or contract specialist shall determine whether a D&F for an individual contract action or a class D&F for a class of contract actions is required.
3. When sufficient findings have been gathered, the **PCO** shall make the appropriate determination.
4. The **PCO** and contract specialist shall document each D&F with sufficient facts and circumstances to clearly and convincingly justify the specific determination made. For information regarding content, see [FAR 1.704](#).
5. The D&F is assigned a control number – see D&F Numbering below.



Activity	Numbering Scheme
SPAWAR HQ	Assigning and obtaining control numbers for APs, BCs, D&Fs, IAMs, J&As, contracts and solicitations may be found in O:\23100_POLICY\1_LOGS-Policy_Record-Keeping\AP_BCM_JnA_DnF_Tracking_HQ
SSC Pacific	Control numbers for all procurements may be obtained from the Electronic Procurement Log Book at N:\LOGS\Procurement Action Log – N:\LOGS\Procurement Action Log.xls
SSC Atlantic	Use the RFP # or Contract # for any procurement-related D&Fs

5. APPROVALS



Except as otherwise indicated, in accordance with [SPAWAR Delegation Memo 4200, ser 2.0/498 of 1 May 2015](#), HCA approval authority is delegated to SPAWAR 2.0/2.0A. Description links to Policy section.

5.1 Determination and Findings (D&F)

Description	Review	Approval
Award/Continued Performance in face of a Protest	Office of Legal Counsel, Chief of Contracting Office, HQ Branch Head	HCA (may not be delegated to 2.0)
Economy Act	Office of Legal Counsel	HCA See NMCARS 5217.502-2 for special circumstances, and exceptions See NMCARS 5217.7802 for assisted acquisitions issued by a non-DoD agency
Exception to DoD Unique Item Identification	Office of Legal Counsel	SECNAV for an ACAT I Program; HCA for all other programs.
Exclusion of Sources	Office of Legal Counsel	Under \$10M – SPAWAR 2.0/2.0A ; Over \$10M – ASN(RD&A)
Fixed-Price Contract for Development	Office of Legal Counsel	USD(AT&L) – if > \$25 million and for R&D for a non-major system; the development of a major system (as defined in FAR 2.101); or the development of a subsystem of a major system; PCO if none of the above applies.
Incentive Contracts	Office of Legal Counsel	SPAWAR 2.0/2.0A for award-fee contracts; One level above the PCO for all other types of incentive contracts.
Other Transactions	Office of Legal Counsel	SPAWAR 2.0/2.0A



Description	Review	Approval
Public Interest Exception	Office of Legal Counsel	SECNAV , with notification to Congress within 30 days of award. For Buy American Act only (DFARS 225.103): under \$150K, one level above PCO ; > \$150K but < \$1.5M, HCA: \$1.5M or more, ASN(RD&A) .
Ratification of Unauthorized Commitment	Office of Legal Counsel	HCA – over \$100,000 (may not be delegated to 2.0); SPAWAR 2.0 – up to \$100,000; SSCs – up to \$50,000
Task or Delivery Order Contract to be Awarded to a Single Source	Below \$ 7M: No review required unless "exceptional circumstances/public interest" criterion applies	If "exceptional circumstances/public interest" criterion applies, submit package to DASN(AP) via SPAWAR 2.3.1
	From \$ 7M up to \$ 112M , and no exemption applies: PCO/Branch Head, Office of Legal Counsel	SPAWAR 2.0/2.0A However, if "exceptional circumstances/public interest" criterion applies, submit package to ASN(RDA) via SPAWAR 2.3.1
	Over \$ 112M : PCO/Branch Head, Office of Legal Counsel, 2.0	ASN(RD&A), via DASN(AP) ; "Exceptional circumstances/public interest" requires Congressional notification within 30 days of determination.
Time&Material/Labor Hour	Office of Legal Counsel	If base contract/order plus all options is less than 3 years, <ul style="list-style-type: none"> i. one level above PCO when T&M/LH portion ≤ \$1M; ii. SPAWAR 2.0 when T&M/LH portion > \$1M. If base contract/order plus all options exceeds three years, HCA . (may not delegate).





5.2 Other Written Determinations

Description	Review	Approval
Commercial Item Determination	Office of Legal Counsel	Branch Head approval when the commercial item determination relies on subsections (1)(ii), (3), (4), or (6) of the “commercial item” definition at FAR 2.101 .
Exercise of Options	PCO	PCO
GFP provided to Contractors	Technical Requestor/PCO	Assistant Program Manager (APM) or IPT Lead (SSC Atlantic)
Non-Government Personnel as Advisors	Office of Legal Counsel	HCA via SPAWAR 2.0
OCI clauses	Office of Legal Counsel	SPAWAR 2.0/2.0A
Overtime	Technical Requestor/PCO	SPAWAR 2.0/2.0A for HQ Chief of Contracting Office (CCO) for SSCs
TINA Waiver	PCO/Branch Head, Office of Legal Counsel, SPAWAR 2.0	HCA (may not be delegated to 2.0); If over \$100M, DASN(AP – (see NMCARS 5215.403-1(c)(4)(A)(2)))

6. TOOLBOX

6.1 General

1. [Central Contractor Registration](#)
2. [DASN FMC memo dated 1 Apr 10](#)
3. [ASN \(RD&A\) memorandum dated Oct. 2008](#)
4. [DPAP memorandum of March 23, 2007](#)
5. [SPAWAR Delegation Memo 4200, ser 2.0/498 of 1 May 2015](#)



6.2 **Samples and Templates**

1. [Sample Protest D&F](#)
2. [Sample Economy Act D&F](#)
3. [Sample UID Exception D&F](#)
4. [Sample SeaPort D&F](#)
5. [Sample Non-SeaPort D&F](#)
6. [Sample Statement of Facts D&F](#)
7. [Sample D&F: Single Source Up to \\$112M](#)
8. [Sample D&F: Single Source Over \\$112M](#)
9. [email drafted to the Admiral](#)
10. [Sample T&M/LH D&F](#)
11. [Commercial Item Determination Checklist](#)
12. [Sample Non-Government Advisor Determination](#)
13. [Sample OT D&F](#)



6.3 **SCPPMs**

- 1. [Pre and Post Award Protests](#)
- 2. [Other Transactions \(Prototypes\)](#)
- 3. [Ratification of Unauthorized Commitments](#)
- 4. [Use of Options](#)
- 5. [Government Furnished Property \(GFP\)](#)
- 6. [Organizational Conflicts of Interest \(OCI\)](#)
- 7. [TINA Waivers](#)

7. CHANGE HISTORY

Updated material is highlighted by *purple text* and an Alert/New icon.

Date	Description of Changes
January 2016	Updated thresholds, updated SPAWAR delegation memo, and removed CRRB requirement.
July 2015	Content format updated and reorganized; updated links, added links to related SCPPMs, updated DASN(AL&M) to DASN(AP), added note about GSA Orders, updated T&M approval authority and added sample T&M/LH D&F, clarified Economy Act info, updated Commercial Item Determination Checklist and two sample single source D&Fs, and added overtime info.
March 2013	Last version created in old format; no change notes available. Latest updates are highlighted by purple text.