



## Work Instruction (WI)

|                         |                         |                               |  |
|-------------------------|-------------------------|-------------------------------|--|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> | <b>APPROVED BY Signature:</b> | <u>Original Signed By</u>                          |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  | <b>NAME:</b>                  | <u>Marilyn C. Tolliver</u>                         |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  | <b>TITLE:</b>                 | <u>Chief, Information and Logistics Management</u> |

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### COMPLIANCE IS MANDATORY

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**Responsible Office:** 270/Information and Logistics Management Division  
**Title:** Procurement

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## PREFACE

### P.1 PURPOSE

This Work Instruction (WI) contains procedures applicable to procurement of supplies and services from commercial sources. This WI defines the objectives and basic policies of the procurement function and assigns responsibilities for implementation.

### P.2 APPLICABILITY

This WI applies to all Goddard Logistics and Technical Information Contract (GLTIC) support contract procurement operations, including acquisitions of electrical, electronic, electromechanical (EEE) parts, mechanical hardware, project equipment and project services from commercial sources within the scope of the GSFC Management System (MS). Procedures in this document apply to procurements executed at the Goddard Space Flight Center (GSFC) in support of Greenbelt and Wallops Flight Facility (WFF) sites, and NASA Headquarters.

### P.3 REFERENCES

- a. [270-WI-4520.2.1, Receiving Project Parts](#)
- b. [270-WI-4520.2.2, Central Receiving Operations](#)
- c. 500-PG-4520.2.1, Electrical, Electronic, and Electromechanical (EEE) Counterfeit Parts Avoidance Plan (CPAP)
- d. Anti-Kickback Act of 1986
- e. Dunn and Brad Street
- f. Excluded Parties List System
- g. Federal Acquisition Regulations (FAR)
- h. [GPR 4520.2, Receiving Inspection And Test](#)
- i. [GPR 5100.1, Procurement](#)
- j. [GPR 5100.5, Government Cost Estimates for Acquisitions Exceeding the Micro-Purchase Threshold](#)
- k. [GPR 5330.1, Product Processing Inspection and Test](#)
- l. [GPR 5340.2, Control of Nonconformances and Customer Complaints](#)
- m. [GPR 5340.4, Problem Reporting and Problem Failure Reporting](#)

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**DIRECTIVE NO.** 270-WI-5100.1.2D  
**EFFECTIVE DATE:** October 7, 2014  
**EXPIRATION DATE:** October 7, 2019

- n. [HUB Zone Act of 1997](#)
- o. [Javits-Wagner-O-Day Act \(41 U.S.C.48\)](#)
- p. NASA Electronic Parts and Packaging Program (NEPP)
- q. [NPR 1800.1, NASA Occupational Health Program Procedures](#)
- r. [NPR 4100.1, NASA materials Inventory Management Manual](#)
- s. [NPR 5100.4, NASA Federal Acquisition Regulation Supplement \(NFS\)](#)
- t. [NPR 6000.1, Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components](#)
- u. [Section 1352, Title 31, United States Code](#), entitled – "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions."
- v. [System for Award Management \(SAM\)](#) ([www.sam.gov/portal/public/SAM](http://www.sam.gov/portal/public/SAM))
- w. Truth in Negotiations Act (TINA)

**P.4 CANCELLATION**

270-WI-5100.1.2C Procurement

**P.5 TOOLS, EQUIPMENT, AND MATERIALS**

Oracle Data Base, Advanced Materials Management System (AMMS)  
 Receiving Inspection and Test System (RITS)  
 Audit/Nonconformance System (Audit/NCR)  
 Problem Reporting System (PR/PFR System)

**P.6 SAFETY PRECAUTIONS AND WARNINGS**

Normal safety precautions for an office working environment

**P.7 TRAINING**

| Training Title   | Required for...      | Periodicity | Instructor                   | Notes  |
|--|----------------------|-------------|------------------------------|--------|
| AMMS Purchasing Module                                     | PAs, Leads & Mgrs    | Note 1      | AMMS Functional Analyst      | Note 2 |
| <a href="#">RITS</a> Receiving, Inspection and Test System | PP PAs, Leads & Mgrs |             | Project Parts Receiving Lead | Note 2 |
| 270-WI-5100.1.2  | PAs, Leads & Mgrs    |             | Procurement Manager          | Note 2 |

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**DIRECTIVE NO.** 270-WI-5100.1.2D  
**EFFECTIVE DATE:** October 7, 2014  
**EXPIRATION DATE:** October 7, 2019

| Training Title   | Required for...    | Periodicity | Instructor                    | Notes  |
|--|--------------------|-------------|-------------------------------|--|
| 270-WI- 4520.2.2<br>Central Receiving Operations                 | PAs, Leads & Mgrs  |             | Central Receiving Supervisor  | Note3, plus in depth understanding of Receiving documentation  |
| 270-WI-4520.1.1<br>Receiving Project Parts                       | PP Leads & Mgrs    |             | Project Parts Receiving Lead  | Note 3, plus in depth understanding of Receiving documentation |
| GPR 4520.2, Receiving Inspection And Test                        | PP Leads & Mgrs    |             | Procurement Mgr or Supply Mgr | Note 3   |
| GPR 5100.1, Procurement  | PP Leads & Mgrs    |             | Procurement Manager           | Note 3   |
| GPR 5330.1, Product Processing Inspection and Test               | PP Leads & Mgrs    |             | Procurement Mgr or Supply Mgr | Note 3   |
| GPR 5340.2, Control of Nonconformances                           | PP Leads & Mgrs    |             | Procurement Mgr or Supply Mgr | Note 3   |
| <u>GPR 5340.4</u> , Problem Reporting, Problem Failure Reporting | PP Leads & Mgrs    |             | Procurement Mgr or Supply Mgr | Note 3   |
| TRAX Export Control Training                                     | PA's, Leads & Mgrs |             | TRAX Business Office          | Note 1   |

Note 1: One-time indoctrination training plus refresher training as changes are implemented

Note 2: In depth understanding of all aspects of this instruction

Note 3: Basic familiarity with the instruction as it applies to purchasing operations

## P.8 RECORDS

| Record Title  | Note: Procurement Manager is responsible for retaining all records | Retention  |
|---|--|--|
| Internal Purchase Requisition Forms<br>270-FORM-0112 Universal and 270-FORM-0113 Furniture Only   |  | (NPR 1441.1)-  |
| Purchase Order File consisting of the Purchase Order and related back up documents. See <a href="#">Section 1.2</a> Quality Control and <a href="#">Section 11.3</a> – Setting Up Standard Purchase Order Files<br><br><u>Requirements vary for purchases under \$3,000, between \$3,000 - \$9,999, between \$10,000 - \$99,999 and over \$100K</u> |  | <u>Over \$100,000</u> NRRS 5/1A1a – Destroy 6 years and 3 months after final payment.<br><u>Under \$100,000</u> – NRRS 5/1A1b – Destroy 3 years after final payment. |
| Request for Consent Under GLTIC   |  |  |

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**DIRECTIVE NO.** 270-WI-5100.1.2D  
**EFFECTIVE DATE:** October 7, 2014  
**EXPIRATION DATE:** October 7, 2019

| Record Title                                   | Note: Procurement Manager is responsible for retaining all records | Retention  |
|--|--|--|
| 270-FORM-0114                                  |  |  |
| Procurement Summary                            |  |  |
| 270-FORM-0116                                  |  |  |
| Purchase Order Route Sheet                     |  |  |
| 270-FORM-0117                                  |  | Retain in Purchase Order file, <u>Over \$100,000</u> NRRS 5/1A1a – Destroy 6 years and 3 months after final payment. <u>Under \$100,000</u> – NRRS 5/1A1b – Destroy 3 years after final payment. |
| Material Coordinator Assistance Form           |  |  |
| 270-FORM-0118                                  |  |  |
| Receiving Discrepancy Form                     |  |  |
| 270-FORM-0068                                  |  |  |
| Purchase Order File Index Form                 |  |  |
| 270-FORM--0128                                 |  |  |
| U.S. Government Freight Loss/Damage claim      |  |  |
| <u>SF 362</u>                                  |  |  |
| Evaluation of Performance                      |  |  |
| 270-Form-0144                                  |  |  |
| Industrial Plant Equipment Requisition         |  |  |
| <u><a href="#">DD Form 1419</a></u>            |  |  |
| Contract Security Classification Specification |  |  |
| <u><a href="#">DD Form 254</a></u>             |  |  |
| Initiator's Acquisition Checklist              |  |  |
| <u><a href="#">GSFC Form 23-59</a></u>         |  | Retain in Purchase Order file, <u>Over \$100,000</u> NRRS 5/1A1a – Destroy 6 years and 3 months after final payment. <u>Under \$100,000</u> – NRRS 5/1A1b – Destroy 3 years after final payment. |
| AR Transaction Form                            |  |  |
| 270-FORM-0119                                  |  |  |
| Invoice Routing and Payment Authorization      |  |  |
| 270-FORM-0103                                  |  |  |
| Sole Source Justification Template             |  |  |
| 270-FORM-0120                                  |  |  |

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**DIRECTIVE NO.** 270-WI-5100.1.2D  
**EFFECTIVE DATE:** October 7, 2014  
**EXPIRATION DATE:** October 7, 2019

| Record Title   | Note: Procurement Manager is responsible for retaining all records | Retention                        |
|--|--|----------------------------------|
| Certifications and Representations<br>270-FORM-0121              |  |                                  |
| Work Order Authorization (WOA)<br><a href="#">GSFC FORM 4-30</a> |  |                                  |
| Vendor Master File Form<br>270-FORM-0123                         | Accounting is responsible for retaining this form                  | NRRS5/5-Destroy when 2 years old |

## P.9 MEASUREMENT/VERIFICATION

### EXTERNAL METRICS:

- a. Purchase requisitions shall be processed and a purchase order (PO) generated within 30 days of receipt of the requirement in the purchasing section.
- b. Just-In-Time (JIT) Contract delivery performance requirements: Goddard Space Flight Center and NASA Headquarter deliveries are two (2) business day after confirmation of receipt of order with vendor. Wallops Flight Facility are next scheduled delivery day after receipt of order.

### INTERNAL METRICS:

- a. **Purchase Order File Accuracy:** ALL Purchase Order Files will be 100 percent accurate, and Purchasing Agent performance is evaluated on Purchase Order File accuracy and completeness. Individual Purchasing Agent's Purchase Order Files, will be complete as defined in [Section 11.3](#) and [Section 11.4](#)
- b. **Purchase Order File Timeliness:** Recording receipts and closing out Purchase Order Files will be completed within 2 weeks of receipt of receiving paperwork from Accounting.
- c. **Discrepancy (270-FORM-0068) Resolution:**  
**Receiving:** Purchasing Agents must show progress toward corrective action within 1 week. The Material Coordinator and Accounting will be kept up to date with all progress so that their records can also be updated.  
**Invoices:** Purchasing Agents must show progress toward corrective action within 1 week. Accounting will be kept up to date with all progress so that their records can also be updated.
- d. **Project Parts delivery performance requirements:**  
 Must meet or precede the purchase order Required Delivery Date (RDD) as stated on the purchase order or a revised RDD that has been amended by a documented communication with the customer

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**DIRECTIVE NO.** 270-WI-5100.1.2D  
**EFFECTIVE DATE:** October 7, 2014  
**EXPIRATION DATE:** October 7, 2019

that has been filed in the Purchase Order File. Exceptions are allowed for delivery delays due to Center closings.

e. **Purchase Order creation performance for all procurements:**

Standard buys, Purchase Order date must not exceed 21 days after Purchase Request date.

Emergency buys, Purchase Order date must not exceed 7 days after Purchase Request date.

Note: Purchasing Agents will pursue discrepancy resolution until the action is finalized. At a minimum, weekly updates to Accounting and/or the Procurement Manager is required. If no progress within 2 weeks, the matter will be elevated to the Code 270 Supply Branch Manager. If no progress within 4 weeks, the matter will be elevated to the Code 270 Business Manager.

d. **Follow Up:** Purchasing Agents will follow up on open issues (credits, return-to-vendor, purchase order confirmations, etc.) on at least a weekly basis. If routine follow-up does not result in resolution, then it will be treated as Discrepancy Resolution as described above.

## INSTRUCTIONS

### 1. OVERVIEW OF PROCUREMENT MANAGEMENT

#### 1.1 Roles And Responsibilities

**1.1.1 Supply Branch Manager:** The Supply Branch Manager is responsible for the overall proper functioning of GLTIC's supply chain system. The responsibilities include but are not limited to reviewing technical requirements; purchasing of supplies and services; receiving; warehousing; and delivery. The Supply Branch Manager is responsible to insure that personnel throughout the supply chain are working in accordance with the GLTIC procedures and this WI.

**1.1.2 Procurement Manager:** The Procurement Manager is responsible for the overall proper functioning of the procurement process. The Procurement Manager will delegate and electronically assign purchasing workloads to Purchasing Agents. They are responsible to insure that personnel are working in accordance with the GLTIC purchasing system as described in the [FAR](#) and this WI.

**1.1.3 Purchasing Agent:** The individual with authorization to procure products and/or services on behalf of the GLTIC after receiving a properly authorized requisition. Purchasing Agents are responsible for following all applicable [FAR](#), NASA, and GLTIC procedures and processes during the performance of their duties.

**1.1.4 Requestor:** Can either be the direct end user or an authorized person representing the end user directing the GLTIC to procure product or services on their behalf.

**1.1.5 Material Coordinator:** Responsible to the Code 270 Supply Branch Manager for reviewing customer purchase requests to ensure they are being met within metric standards, and evaluating stock

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

replenishment requisitions in accordance with [NPR 4100.1](#). Acts as liaison between the Purchasing Agent and the Requestor when required. As directed by the Supply Branch Manager and depending on the type of commodity or the nature of the procurement, the Material Coordinator is responsible for the overall management of institutional and project related customer requests for materials.

**1.1.6 Receiving/Central Receiving/Project Parts Receiving:** This term refers to the organizations within the Supply Branch that receive, accept and arrange delivery of product to the customer or inventory. Receiving personnel in both Central and Project Parts Receiving are responsible for performing and documenting the receipt and inspection of institutional and project related procured materials. This does not include materials that are “direct delivered” to end users.

**1.1.7 Accounting:** The Accounting Department supports Purchasing Agents by:

- Entering new vendors into AMMS within two (2) days. Accounting also processes the completed AR Transaction Form.
- Processing invoice payments according to purchase order terms by matching invoice, purchasing order and receipt.
- Maintaining an "Invoice On Hold Report" logging all discrepant invoices received from vendors that cannot be matched in AMMS. The "Invoice On Hold Report" will keep general information on progress on the part of the Purchasing Agent to resolve the discrepancy.
- Updating customer sales orders as required for purchase order errors that can not be updated because of system functionality via the AR Transaction Form.

**1.2 Quality Control** The purchasing and acquisition operation will be continuously evaluated for the effectiveness of a wide variety of processes to include initiation of purchases, preparation of purchasing documentation, justification of sole source purchases, awarding of contracts and documentation of contract awards. This will be implemented with a quality control processes administered by the Procurement Manager. Purchase Order Files will be checked on a periodic and regular basis to ensure that they contain all necessary documentation needed to demonstrate compliance with agency standards as specified in [NPR 4100.1](#) NASA Materials Inventory Management Manual, the Federal Acquisition Regulations ([FAR](#)), the NASA FAR Supplement ([NFS](#)), and this work instruction to include competition requirements in support of socio-economic programs (small/women-owned/ disadvantaged businesses.)

**1.2.1** Individual Purchase Order Files will be evaluated using the criteria outlined in [Section 11.3](#) and [Section 11.4](#) to ensure that they contain evidence that the procurement action has been correctly executed, that no steps have been skipped and that all required documentation is included. 1.2.1.1 through 1.2.1.4 below detail the minimum quality requirements that are considered in the evaluation of individual Purchase Order Files.

**1.2.1.1** Justifications of procurements are made in accordance with the practices stated in this WI and meet all competition requirements.

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

**1.2.1.2** Blanket and Contract agreements are in the "Best Value" for the government and are in accordance with the practices stated in this WI and Code 279 Terms and Conditions.

**1.2.1.3** Current records of any expediting or required changes to the purchase document and associated back-up documentation are maintained within the purchasing file.

**1.2.2** The Procurement Manager, is responsible to ensure that each criterion described above is routinely evaluated to ensure conformity to established standards and performance criteria. The Procurement Manager will work directly with individual Purchasing Agents to correct discrepancies and provide on-the-spot training as needed. Where errors, omissions, or performance are consistently below standard the Procurement Manager will initiate the necessary training, retraining, and/or counseling of individuals to bring the performance within acceptable limits.

### **1.3 Special Considerations of the Buying Environment**

#### **1.3.1 General Considerations**

Procurement Agents act for the GLTIC; dealing with businesses supplying or aspiring to supply materials and services to GSFC. Professional competence in conducting business in an intelligent, honorable, and forthright manner is a duty of each Purchasing Agent.

#### **1.3.2 Standards of Conduct, Conflicts of Interest and Vendor Relations**

[Attachment 1](#) defines the standards of conduct expected of Purchasing Agents in their relationships with vendors. Procurement staff members will maintain the highest ethical standards in relationships with vendors and to adhere to the requirements of the Anti-Kickback Act of 1986 contained in [FAR 52.203-7](#). These standards include the acceptance of free material, i.e. samples, from vendors and apply to all GLTIC personnel conducting business with vendors. GLTIC personnel are prohibited from soliciting or accepting vendor supplied "free samples" of materials for use by themselves, their families, or their co-workers without approval by Code 279 management. GLTIC personnel must notify their respective Branch Head upon receipt of free material from a vendor and the Branch Head will determine if the material can be kept or must be returned to the vendor. Code 279 personnel may request that vendors display and provide free samples of materials at ILMD sponsored events, such as the annual GSFC office products show. On these occasions, vendor supplied free samples may be provided to GSFC, WFF, or NASA HQ employees as part of the formally sponsored event.

#### **1.3.3 Reciprocity**

Reciprocity of any kind and in any form is prohibited. All purchasing from all vendors will be conducted without economic threat, and without intent to restrict competition. Purchasing Agents will avoid any circumstance which constrains its opportunity to reduce cost of materials and services and which therefore does not follow sound principles of buying and selling on the fundamental criteria of quality, price and service.

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

### 1.3.4 Restrictions on Lobbying

The clause at [FAR 52.203-12](#), Limitation on Payments to Influence Certain Federal Transactions, and the provision at [FAR 52.203-11](#) Certification & Disclosure Regarding Payments to Influence Certain Federal Transactions shall be included in solicitations expected to exceed \$100,000. These are included because the provisions of Section 1352, Title 31, United States Code, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions" generally prohibit recipients of Federal contracts, grants, loans, or cooperative agreements from using appropriated funds for lobbying in connection with a contract, grant, loan, or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal contract, grant, loan, or cooperative agreement, or a Federal commitment to ensure or guarantee a loan, must execute a certification and lobbying disclosure form.

### 1.4 Pre Solicitation Customer Service

As described in GPR 5100.1 Section 1, Code 279 Purchasing Agents may be requested to provide pre-solicitation research and guidance for individual customers. Code 279 Purchasing Agents will be prepared to provide this technical customer service when directed, in two basic areas.

#### 1.4.1 Pre-Solicitation Technical Planning

It is the requisition initiator's responsibility to provide all technical requirements involved in a procurement, and GPR 5100.1 encourages them to seek guidance from procurement professionals prior to submitting a requisition. Technical pre-solicitation customer service may include:

- Identify their product needs and determine a source of supply. Check the Excluded Parties List System to ensure the supplier is not listed.
- Perform market research, including checking the performance history of candidate vendors in the Receiving Inspection and Test System ([RITS](#)) and the Supplier Performance Database.
- Develop a technical description of their requirements
- Ensure that safety hazards are identified and that packaging and transportation requirements (NPR 6000.1) are addressed
- Ensure that the procurement of any equipment that presents a noise hazard (80 dBA or greater within 1 foot) during normal operations will follow the guidelines of [NASA's Buy Quiet Roadmap](#) (NPR 1800.1).
- Assisting requisition initiator with development of a cost estimate in accordance with GPR 5100.5.
- Determine the extent of quality assurance to be specified based on the complexity of requirements, demonstrated capability of the supplier, records of previous performances, and other factors; and the title, number, and issue of the quality system requirements (e.g., ANSI/ISO/ASQ Q9001-2000). Refer to [FAR 46.4](#), Government Contract Quality Assurance, and [NFS 1846.4](#).

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## 1.4.2 Pre-Solicitation Requisition Development

If the initiator decides to go forward with a procurement, the Purchasing Agent may provide additional requisition development assistance. Examples of these kinds of customer-driven requests for assistance are briefly described below and are further developed in Sections 2 through 12 of this WI.

- Conducting and managing the purchasing process.
- Purchase Request review to ensure they are complete and adequately define the requirement. If necessary, the Purchasing Agent shall request additional information and documentation or may return the purchase request to the initiator for any additional information that is required to complete the purchase request.
- Conduct appropriate acquisition planning. Refer to [FAR 7](#), Acquisition Planning and [NFS 1807](#). On larger and more complex procurements this activity will commence with the initiator and the initiator's organization in advance of receipt of the purchase request. Regardless of whether a formal acquisition plan is required, the Purchasing Agent must decide what FAR and NFS acquisition process will be followed, select a contract type in accordance with [FAR 16](#) and [NFS 1816](#), and prepare a source selection methodology.
- Prepare and issue the solicitation. A draft solicitation is required by [NFS 1815.201](#) for procurements over \$10,000,000.
- Ensure that safety hazards are identified, that transportation packaging requirements contained in NPR 6000.1 are addressed, and that any environmental and safety issues have been discussed with the Occupational Safety and Health Division as necessary.
- IAW GSFC policy, all shredders must meet the NIST media sanitization requirements – paper must be destroyed using a cross-cut shredder that produces particles size of 1mm X 5mm.
- For equipment procurements, service contracts, procurements of radioactive materials, or when determined by either the Supply Branch Manager or Procurement Manager, the requisition initiator must complete a GSFC Form 23-59. When the procurement is for TRAX, approval of the GSFC 23-59 is the TRAX Safety Manager (Code 279) and when the procurement is a non-TRAX procurement and is for an activity outside of TRAX, approval is GSFC Safety and Occupational Specialist (Code 350). This form must be reviewed and signed/approved by a Safety representative prior to processing a purchase requisition.
- Under Section of the Consolidated and Further Continuing Appropriations Act, 2013, is restricted by NASA HQ Information Technology (IT) procurement policy. IT System means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. IT systems do not include—
  - Systems acquired by a contractor incidental to a contract;
  - Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of

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data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology systems;

- Services in support of IT systems, such as help desk services; or
- Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.
- Procurement initiators must complete and forward to the GSFC Office of Chief Information Officer (OCIO) a Request for Investigation Form (RFI) – [gsfc-it-purchases@lists.nasa.gov](mailto:gsfc-it-purchases@lists.nasa.gov) – for review and concurrence. The procurement process cannot begin without an approved RFI.
- Determine and specify the extent of government contract quality assurance to be specified based on the complexity of requirements,
- Prepare a purchase requisition. Before submitting the purchase, ensure that the supporting documentation and any required directorate approvals and documentation (such as SMA, statements of work, cost estimates, draft 270-FORM-0120 Sole Source Justification, etc.) are complete.

## **2.0 RECEIPT OF AUTHORIZED REQUISITIONS**

The procurement process begins with the Purchasing Agent’s receipt of a Purchase Requisition (PR). The first step is to examine the PR and ensure that it is complete and is properly authorized.

### **2.1 Properly Authorized Requisitions**

Properly authorized requisitions are generated through two different methods – electronically through AMMS or manually by the use of an internal requisition.

#### **2.1.1 Advanced Material Management System (AMMS) Electronic Requisition**

Electronic requisitions are generated to fulfill Direct Turn Over (DTO) sales orders or for inventory replenishment. To create a purchase order with this type of requisition, the Purchasing Agent will use the “Auto-Create” function in AMMS. AMMS will verify whether there is available inventory to fulfill the request or automatically generate a Direct-Turn-Over (DTO) requisition. AMMS will also generate replenishment requisitions for stock items with minimum levels. Material Coordinators may also create electronic requisitions as required.

#### **2.1.2 Internal Requisitions**

Services, items procured on a one-time, direct-delivery, or infrequent basis that are not subject to centralized item inventory management reporting or stock control, establishment of Blanket Purchasing

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**DIRECTIVE NO.** 270-WI-5100.1.2D  
**EFFECTIVE DATE:** October 7, 2014  
**EXPIRATION DATE:** October 7, 2019

Page 12 of 94

Agreements and service contracts are submitted on an internal requisition, [270-FORM-0112](#). Required approval signatures include the Requestor's Branch Manager, Property Screening (if appropriate), Accounting and the Procurement or Supply Branch Manager. After the order is placed, the Purchasing Agent signs, dates the internal requisition in block at the bottom right of the form and files a copy in the Purchase Order Folder. For expense furniture buys [270-FORM-0113](#) will be used.

### **2.1.3 Updating and/or Correcting Discrepant Requisition Data**

If information is insufficient or during negotiation with a vendor it is ascertained that information such as part numbers, references, descriptions or package quantities are incorrect or insufficient, or if additional service charges such as freight are required for the purchase, the Purchasing Agent will initiate correction of the discrepancy. Depending on the requisition type, the Purchasing Agent will:

- For Requisitions Assigned to a Material Coordinator - The Purchasing Agent will contact the Material Coordinator using the Material Coordinator Assistance Request Form [270-FORM-0118](#). The Material Coordinator will be responsible to update the stock number information in the AMMS data base and if necessary contact the customer for approval of the change. After resolution of the discrepancy, the Material Coordinator will sign the form and return it back to the Purchasing Agent and this document will become part of the purchasing file.
- For In-House Requisitions where the Purchasing Agent deals directly with the customer / end user – The Purchasing Agent will supply the discrepant information to the customer with any recommendations to resolve the discrepancy. Approved changes to the original In-House Requisition can be “pen and inked” and initialed by the customer / end user, or an e-mail authorizing the Purchasing Agent to proceed with resolution. This information will become part of the purchasing file.

Notes: (a) The Purchasing Agent may not continue the procurement without resolving the discrepancy. (b) If the change substantially alters the original cost (plus or minus 15%) or intent of the PR, Branch and Business Office re-approval is required. Additional information on processing pricing changes can be found in section 5.3 of this document.

## **2.2 Requisition Assignment/Consolidation of Buys**

Requisition assignment will be directed by the Procurement Manager in accordance with corresponding commodity/project teams or individual Purchasing Agent workload. The Purchasing Agent will attempt to consolidate like products to obtain a lower total price and reduce transportation charges so that multiple PRs are included on one Purchase Order. When grouping requisitions, the Procurement Manager will separate emergency requirements from routine requirements, and will ensure that items requiring special handling, inspection, or packaging are clearly identified.

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## **2.3 Special Circumstances Affecting Purchase Order Creation**

### **2.3.1 GSA and DLA FEDSTRIP Procurements**

For pre-designated sources such as GSA and DLA that do not require competition, stock numbers will be designated to “default buyer” GSA or DLA buyer queue. Then in response to customer sales orders or stock replenishment, AMMS will automatically generate electronic requisitions to these specific queues. These queues are managed by a material coordinator who will generate a standard purchase order in AMMS as a vehicle for which these procurements can be received in and payment can be made to GSA, without the requirement for a printed Purchase Order. The material coordinator will be responsible to manually submit to GSA/DLA requirements using FedStrip procedures. These requirements are considered to be a transferring of inventory from a government source and all procurement requirements for the items will be the responsibility of GSA & DLA.

### **2.3.2 Other Special Circumstances**

There are specific circumstances where creation of a hard copy purchase order file or a printed copy of the BPA release are not required after the transactions have been completed AMMS. These circumstances are:

- Transfer of inventory from one government organization or contractor to another
- Receipt of materials for which no financial transactions or invoice payments will occur (zero value)
- Daily electronic submission of the Just-In-Time requisitions to the current vendor.

When one or more of the circumstances listed above occur, the Purchasing Agent is required to create a Purchase Order or BPA Release in AMMS in accordance with the guidelines outlined in this work instruction, however, a printed copy of the purchase is not required. Instead, the official record of the transactions will be maintained electronically in AMMS.

These guidelines currently apply to the following types of transactions only:

- Receipt of Agency and Center forms and printed materials from the NASA HQ or GSFC Print Shop
- Daily JIT releases.

## **3.0 VERIFYING REQUISITION TECHNICAL REQUIREMENTS**

After ensuring that a PR is properly authorized, the Purchasing Agent will next verify that the technical information for the product itself, delivery and any other special requirements provided in the requisition is valid and complete. Any technical notes incident to this step will be documented and filed in the Purchase Order Folder.

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<http://gdms.gsfc.nasa.gov> TO VERIFY THAT THIS IS THE CORRECT VERSION PRIOR TO USE.

**DIRECTIVE NO.** 270-WI-5100.1.2D  
**EFFECTIVE DATE:** October 7, 2014  
**EXPIRATION DATE:** October 7, 2019

Page 14 of 94

### 3.1 Verifying Product Information

**3.1.1** Verify that there are no discrepancies between manufacturer listed, part number information and technical description. Technical information for electronic requisitions can be obtained using the [Store Stock On-Line Catalog](#) and researching by stock number. For In-House requisitions, part number and manufacturer information will normally be provided by the Requestor and/or the Material Coordinator (MC).

**3.1.2** If information is insufficient or during negotiation with a vendor it is ascertained that information such as part numbers, references, descriptions or package quantities are incorrect or insufficient, the Purchasing Agent will initiate correction of the discrepancy as described in Section 2.1.3.

Note: The Purchasing Agent may not continue the procurement without resolving the discrepancy.

NOTE: For additional information in regards to Space Flight, NASA specific parts, or the GSFC Preferred Parts List, the Purchasing Agent may reference the NASA Electronic Parts and Packaging Program ([NEPP](#)) website.

### 3.2 Receiving Instructions

The initiator of a procurement (e.g. Instrument Manager, Product Design Lead, Parts Engineer etc.) provides technical guidance regarding special receiving instructions to be used. This may include requirements for follow-on testing by GSFC, information about the acceptability of specific lots, and the like. The Purchasing Agent shall ensure that these Receiving Inspection Instructions are made a part of each procurement package, and that they will be included with the purchase order line information in AMMS and on the Work Order Authorization.

### 3.3 Delivery Requirements / Drop Shipments

Verify that the delivery requirements assigned to the requisition are reasonable and, when applicable, consider “drop” shipping product. Drop shipments are direct shipments from vendor shipment points to a destination other than Central Receiving in Building 16W. This option may be selected by the Purchasing Agent when it is in the best interests of both the customer and the Government. If there is any question regarding the most appropriate delivery option, the matter will be referred to the cognizant Material Coordinator or end user for resolution as appropriate for the requisition type.

### 3.4 Procurement of Equipment

When a PR requests procurement of equipment as defined in [FAR 45](#) for use on the GLTIC, the Purchasing Agent will complete all the actions below:

CHECK THE GSFC DIRECTIVES MANAGEMENT SYSTEM AT  
<http://gdms.gsfc.nasa.gov> TO VERIFY THAT THIS IS THE CORRECT VERSION PRIOR TO USE.

**DIRECTIVE NO.** 270-WI-5100.1.2D  
**EFFECTIVE DATE:** October 7, 2014  
**EXPIRATION DATE:** October 7, 2019

Page 15 of 94

**3.4.1** Obtain a [DD FORM 1419](#), DOD Industrial Plant Equipment Requisition, from the end user with appropriate signatures.

**3.4.2** Obtain a GSFC Form 23-59, Initiator's Acquisition Checklist, from the request initiator that is complete and ready for review and approval.

**3.4.3** GLTIC Business Office will submit the [DD FORM 1419](#) and a letter requesting authorization to procure the equipment from the appropriate NASA Contracting Technical Officer.

**3.4.4** After receiving signature authorization from the Contracting Technical Officer these documents are submitted to the NASA Equipment Management Section (NEMS) for screening.

**3.4.5** After screening by Equipment Management personnel to verify equipment is or is not available, NEMS will annotate on the [DD FORM 1419](#) and return the package to the Procurement Agent for further processing

**3.4.6** If the equipment is not available, the procurement may proceed. The Procurement Agent will then complete a consent package for execution by the Government Contracting Officer, Code 210.1(See [270-FORM-0114](#)). The Purchasing Agent will forward the completed [DD FORM 1419](#), the authorization to procure from the Contracting Officers Technical Representative, the Purchase Requisition with backup documentation (specifications, quotes) and a consent package to the Contracting Officer for execution.

Note: For procurement of controlled equipment for organizations other than the GLTIC, the initiator must provide a completed GSFC 23-59 form and CO consent must be obtained. However, a DD 1419 and NEMS screening is the responsibility of the requesting organization and is not required documentation for the Purchase Order file.

**3.4.7** Upon return receipt of the fully executed consent package the procurement may proceed. Upon completing the final Purchase Order the Agent will deliver a copy of the entire procurement package to include consent to the Business Office.

**3.5** Labor, Time and Material Purchases – all procurements that involve labor or time and material (T&M) components are required to have Contracting Officer consent before the purchase order is awarded. Acquisition Specialists are responsible for obtaining CO consent for their individual procurements.

**3.6 QAR Codes** Every stock (item) number is assigned a "Quality Assurance Requirement Code" (QAR). This code is loaded under "UN Number" in AMMS and can be found under "Purchasing Responsibilities" – "Auto-Create" - "Folder" – "Show Field" then selecting "UN Number". It also will show on the line level of the purchase order after the electronic requisition has been "auto-created". The QARs are alphanumeric numbers. The first digit reflects the "Quality Assurance Requirement", second

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<http://gdms.gsfc.nasa.gov> TO VERIFY THAT THIS IS THE CORRECT VERSION PRIOR TO USE.

|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

digit reflects “Shelf-Life Code” and the third digit reflects the “Inspection Code”. The Purchasing Agent is required to verify that the product requested meets the QAR and that the vendor is aware of these requirements and to verify that the appropriate QAR code is assigned to the stock number. QAR codes are also used by Receiving Inspectors as a basis for rejecting and accepting the material. The list of current QARs may be found at [Attachment 4](#).

#### **4.0 OBTAIN CURRENT PRICING**

The Purchasing Agent will obtain current pricing with the objective of securing needed supplies and services from responsible sources at fair and reasonable prices calculated to result in the lowest ultimate overall cost. Purchasing Agents will obtain and document in the Purchase Order Folder current pricing/quote/price confirmation and more than one bid or quotation when required as described in Section 5 (Compete if Required) to promote competition to the maximum extent practicable consistent with sound business practices and the guidelines of the Federal Acquisition Regulations ([FAR](#)) and NASA procurement Regulations/FAR Supplement ([NFS](#)). In any given procurement situation, there rarely is a single price that is fair and reasonable from all viewpoints. More likely, there may be a range of prices that are fair under the circumstances, considering the degree of competition and the character of the market in which the item or service, and other, similar ones, are usually bought and sold. "Reasonable", however, is subjective and implies a personal viewpoint; there is a price that is reasonable. As a result, "fair and reasonable" should be considered in three dimensions:

- fair under current market conditions;
- reasonable to the seller; and
- reasonable to the Purchasing Agent.

Any technical notes incident to this step will be documented and filed in the Purchase Order Folder. For materials that fall outside the customary scope of institutional requisitions, price decisions are made cooperatively by the Material Coordinator, customer and Interior Design staff as appropriate.

#### **4.1 Documenting Price**

New or existing price quotes will be obtained from vendors for all procurements, and the quote filed in the Purchase Order file. Pricing based on an established price list must be confirmed with the vendor and in the Purchase Order File along with a copy of the price list. For orders under \$3,000 the Purchasing Agent may obtain a verbal verification of price accompanied by a hard copy order confirmation from the vendor. Whatever the form of this confirmation, it must be filed in the Purchase Order File.

#### **4.2 Guidelines for Estimating a Fair Price**

##### **4.2.1 Commodities**

The Purchasing Agent will be alert to the trends in markets of the commodities he or she handles. This is particularly important for commodities bought in large quantities such as paper, boxes, or office supplies.

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<http://gdms.gsfc.nasa.gov> TO VERIFY THAT THIS IS THE CORRECT VERSION PRIOR TO USE.

|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

## 4.2.2 Mandatory Source Items

For mandatory sources such as GSA, and DLA being submitted through FedStrip/GSA Advantage, all procurement requirements in establishing a fair and reasonable price will be the responsibility of GSA and DLA.

4.2.3 Substitutions/Equivalents Most manufacturers and distributors maintain cross-reference listings of competitor's products. Purchasing Agents may obtain competition from other manufacturers by adding the phrase "... or equal to in form, fit, function, and quality for items that do not have mandatory sources or are not considered "Sole Source" item. Any substitutions must be approved by the Material Coordinator or end user and documented in accordance with Section 2.1.3.

4.2.4 Sample Buying Sample buying is not a preferred method of price determination, but may be occasionally necessary. The Purchasing Agent will coordinate with the Material Coordinator or end user, depending on the requisition, on the best method of receiving the sampled product.

4.2.5 Established Catalog or Market Prices Law and regulations exempt purchases for products with established catalog or market prices from the need for cost analysis if four conditions are met. The act of determining that all the conditions are met is a form of price analysis. On a case-by-case basis, the price may be based on:

4.2.5.1 An established catalog price A price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is published or otherwise available for inspection by customers, and which states prices at which sales are currently or were last made to a significant number of Purchasing Agents constituting the general public.

4.2.5.2 An established market price A price currently established in the usual and ordinary course of trade between Purchasing Agents and sellers free to bargain. It must be established from sources independent of the manufacturer or vendor.

4.2.5.3 A commercial item An item (the term includes both supplies and services) of a class or kind that is regularly used for other than Government purposes and is sold or traded in the course of normal operations.

4.2.5.4 Supplies are sold in substantial quantities when the facts or circumstances support a reasonable conclusion that the quantities regularly sold are sufficient to constitute a real commercial market for the item. This test is usually in terms of total quantities sold, but it also should include the number of times the item has been sold and how many times a given price or price structure has been accepted by Purchasing Agents freedom to choose. Nominal quantities, like models, specimens, samples, and prototype or experimental units don't meet this requirement.

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### 4.3 Price Analysis

The conclusion that a price is fair and reasonable must be based on some form of analysis, either price analysis or a combination of price and cost analysis (4.4). Price analysis is the process of examining and evaluating a price without looking at the estimated cost elements and proposed profit of the offeror whose price is being evaluated. Price analysis includes:

- Comparison of competitive price quotations.
- Comparison of prior quotations and contract prices less than six months old with current quotations for the same or similar end items..
- Comparison of prices on published price lists issued on a competitive basis with published market prices of commodities, together with discount or rebate schedules.
- Comparison of proposed prices with independent estimates of cost developed within the purchasing office.

If comparing offers will not determine that the competition is adequate, a more detailed analysis will be required using past prices, quantities, production and delivery rates, and similar non-cost information. Negotiation with the offerors will usually be required to substantiate the price. Similarly, price analysis can be used to validate a representation that certain items are commercial items with established catalog or market prices, and that, as a consequence, the asking price is reasonable.

#### 4.3.1 Price Analysis Techniques

All price analysis techniques require comparing the proposed price with other prices, purchase request (PR) estimates, or independent cost estimates. Comparison is made to provide the basis for either accepting the proposed price or bargaining further with the offeror. Many times, comparison will expose differences that must be reconciled before a decision can be made. When comparisons are made, they must be sensitive to, and make allowances for, differences in specifications, quantities, and time for delivery.

##### 4.3.1.1 Price Comparison

Comparative price analysis involves comparing a proposed price with another price or other prices. The base price may be another company's offer on the same procurement, or it may be prices paid on earlier procurements of the same item or similar items. In any of these comparisons, it is important to be sure that the base price is fair and reasonable, and that it is a valid standard against which to measure the offered price. If a past price is being used, it is not enough for the present offer to be lower than the last price paid or even lower than all prices previously paid.

##### 4.3.1.2 Value Analysis

In those instances when a value analysis is required, the customer's knowledge of the product, its functions, and end use is essential for evaluating pricing. When applied to price, value analysis is

|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

intended to establish the value of the product, how much it is worth to the user. More precisely, value analysis is a systematic and objective evaluation of the function of a product when related to its cost. The analysis's purpose is to ensure optimum value for costs incurred. Value analysis techniques may be applied to any product, regardless of the product's complexity. However, the complementing detailed evaluation of cost factors in a complex product would be time-consuming, costly, and subjective and must necessarily include the participation of the end user. Therefore, only those items that offer the highest potential for cost reductions, when compared to the time and cost of analysis should be looked at in detail.

#### **4.3.1.3 Visual Analysis**

In those instances when a visual analysis is required, the customer will describe inspection of an item or the drawings of an item, to determine an estimate of its probable value. Visual analysis is closely related to the value analysis survey, in that one is concerned with the answers to questions about obvious, external features. By itself, this type of analysis will rarely answer all questions. It should be used to verify tentative conclusions reached after price comparison. It will provide a sound talking point for negotiations with an offeror. It will flag unrealistically high prices for common items.

#### **4.4 Cost Analysis**

There may be occasions when a simple, bottom-line price analysis is not sufficient to ensure that a fair and reasonable price is obtained. In those cases a more detailed cost analysis is required which consists of the evaluation of the separate elements (e.g., labor, materials, etc.) that make up a contractor's total cost proposal or price (for both new contracts and modifications) to determine if they are allowable, directly related to the requirement and ultimately, reasonable. Examples of situations where a cost analysis is required include procurement or modification of professional or consulting services, analyzing bids which vary significantly from the Purchasing Agent's estimate of the total price, or any other situation in which it is not clear that the vendor's aggregate price is not justified.

### **5.0 COMPETE IF REQUIRED**

Purchasing Agents will obtain and document in the Purchase Order Folder more than one bid or quotation when required as described in this section and promote competition to the maximum extent practicable consistent with sound business practices and the guidelines of the Federal Acquisition Regulations ([FAR](#)) and NASA Procurement Regulations/FAR Supplement ([NFS](#)). Any supporting technical notes used during this step will be filed in the Purchase Order Folder.

#### **5.1 Micro-purchases - (Procurements from \$0 to \$3,000)**

Competitive bids are not required for purchases from **\$0 to \$2,999** in total value if the prices are considered fair and reasonable. Purchasing Agents will take prompt action to validate price reasonableness whenever the price is suspect and will seek other sources, when possible. See [Section 4](#),

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

Obtain Current Pricing for additional information on how to ensure Obtaining Fair and Reasonable Prices.

When vendor prices for an item are essentially equal, Purchasing Agents will give preference to a Small or Disadvantaged business, when possible, or distribute purchase orders equitably among qualified vendors. When practical, a quotation will be solicited from other than the previous vendor when placing a repeat order.

## **5.2 Cases Where Competitive Bids Are Not Required, Even When Purchase Value is in Excess of \$3,000**

There are situations described in the [FAR 6.3](#) where competitive bids need not be obtained regardless of the value of the procurement:

### **5.2.1 Sole Source**

Only one responsible (sole) source and no other supplies or services will satisfy customer's requirements. ([FAR 6-302-1](#)) Sole Source Justifications [270-FORM-0120](#) will be submitted in writing by the end user when they are aware that item meets the justification as stated in [FAR 6.3](#). The Purchasing Agent will be required to verify that justification meet specification in the FAR for "Other Than Full and Open Competition" and sign in appropriate area confirming acceptance. If a Sole Source Justification has not been submitted by the end user and after researching the requirement Purchasing Agent determines that the requirement can only be procured from one source and meets the justification of [FAR 6.3](#), this information will be annotated on the Procurement Summary [270-FORM-0116](#) with the reasoning.

For Sole Source Justification greater than \$3,000.00 and less than \$550,000.00, the [270-FORM-0120](#) must be signed by a civil servant associated with the project.

For Sole Source Justifications for \$550,000.00 or more, the [270-FORM-0120](#) must be initiated and signed by a project engineer, reviewed and signed by a civil servant – GS 15 or above – that is associated with the project and in a management position. The [270-FORM-0120](#) must be reviewed and approved by the Supply Branch Manager or Procurement Manager.

**5.2.2 Unusual and Compelling Urgency** such as supporting a launch date, work stoppage, response to a weather disaster, etc. ([FAR 6-302-2](#))

**5.2.3 Industrial Mobilization;** occurs when the country's industry is mobilized for war-time support: Includes engineering, developmental, or research capability; or expert services. ([FAR 6-302-3](#))

**5.2.4 International Agreement or treaty** between the United States and a foreign government or international organization, or the written direction of a foreign government reimbursing the agency for the cost of the acquisition of the supplies or services of such government. ([FAR 6-02-4](#))

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<http://gdms.gsfc.nasa.gov> TO VERIFY THAT THIS IS THE CORRECT VERSION PRIOR TO USE.

|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

**5.2.5 Authorized or required by statute ([FAR 6-302-5](#)).**

Full and open competition need not be provided for when a statute expressly authorizes or requires that the acquisition be made through another agency or from a specified source or the agency’s need is for a brand name commercial item for authorized resale. Examples: Federal Prison Industries (UNICOR)-Qualified Nonprofit Agencies for the Blind or other Severely Disabled; Government Printing and Binding; The Robert T. Stafford Disaster Relief and Emergency Assistance Act; Sole source awards under the HUBZone Act of 1997.

**5.2.6 National Security, e.g. Homeland Security, counter espionage, etc. ([FAR 6-302-6](#))**

**5.3 Price Variance Competition Guidelines**

Requisitions are usually submitted with a pre-estimated unit cost assigned to the item. Competitive bids will be required on non-sole source purchases of \$3,000 and above or if the vendor’s proposed cost is \$100 more than the estimated requisition value or if the vendor’s proposed cost is 15% over the estimated requisition value. If the Purchasing Agent receives a price quote that is greater than 15% above the expected price of the item, the Purchasing Agent will proceed to obtain one or two additional quotes from other sources. If the Purchasing Agent determines that the market price for the material has risen by more than 15% based on quotes from three separate sources, the Purchasing Agent will fill out a Request for Material Coordinator Assistance ([270-FORM-0118](#)) to notify the Material Coordinator to determine if the customer still wants to proceed with the purchase. If an estimated cost was not provided with the requisition, the Purchasing Agent will work with the Material Coordinator to provide the quoted cost of the item before the procurement is placed or the final cost of the item after procurement is made, as necessary. If the procurement is being made via an In-House Requisition, the Purchasing Agent will work directly with the requestor to obtain their approval, Branch Manager approval, and Business Management Office approval for cost variances that are more than 15% over the value stated on the PR. For updating requisition data, see [Section 2.1.3](#) “Updating and/or Correcting Discrepant Requisition Data.”

**5.4 Obtaining Competitive Bids**

Competitive bids will be obtained from qualified vendors only. In determining vendor qualification, consider such factors as business reputation, engineering skill, production capacity, and financial stability. Bids will not be solicited from vendors who would not be considered for the award unless there is full disclosure of this intent in advance of the solicitation.

**5.4.1**

Factors to be considered in compiling a list of prospective sources are Government approval of vendor, quality and technical suitability, experience as to price history, reliability, geographic location, small or large business, financial standing, plant facilities, labor surplus areas, TRAX’s Supplier Performance

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<http://gdms.gsfc.nasa.gov> TO VERIFY THAT THIS IS THE CORRECT VERSION PRIOR TO USE.

|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

database, and/or RITS vendor past performances. Purchasing Agents will deal only with firms that are financially sound. When evaluating a new vendor, the Purchasing Agent may consult commercial rating services such as Dunn and Bradstreet. The Purchasing Agent will also be required to verify that the vendor is not on the [Excluded Parties List System](#) excluding them from working for the government for procurements over \$30,000.

**5.4.2 Contractor Use of Mandatory Sources of Supply** as cited in [FAR 52.208-9](#). Certain products/materials are required by law to be obtained from specific sources such as Committee for Purchase from People Who are Blind or Severely Disabled, Javits-Wagner-O-day Act (JWOD) (41 U.S.C. 48). This will be annotated in the stock number (item) part number information or technical description. These products cannot be crossed to any equivalents without written approval of the government monitor.

**5.4.3 Intra-Company Purchase Orders**

Purchasing Agents will not make any purchases made from other Corporate entities that do not follow the buying guidelines of this WI with regard to selection of sources and fair and open competition. No corporate entity is a mandatory source for any supplies or services. Pyramiding of profits will be prohibited in accordance with [FAR 31](#). Any purchase document proposed for award to any corporate entity will be reviewed by the Procurement Manager to ensure compliance with this manual.

**5.4.4** A number of vendors sufficient to be considered representative of the industry will be solicited. IAW FAR 15.403-1© (i), a *minimum of two (2) bids* from responsible offerors are required. Purchasing Agents will solicit bids from vendors of their own choosing, except in those cases where it is contractually mandatory to obtain bids from vendors of the customer's choosing. The status of candidate vendors may be checked at the web site for SAM listing, [www.sam.gov/portal/public/SAM.Manufacturers](http://www.sam.gov/portal/public/SAM.Manufacturers), Small, Disadvantaged, Women-owned, 8a, and HUBZone businesses will be solicited for bids to the maximum feasible extent whenever possible.

**6.0 REQUEST FOR PROPOSAL (RFP)/ REQUEST FOR QUOTE (RFQ)**

Preparation of the RFP/RFQ will be in such a manner as to enable vendors to submit fully responsive and knowledgeable proposals. The procedures below will be followed as appropriate for the specific procurement requirements. The normal method of obtaining quotations is by the RFP/RFQ together with necessary specifications and terms. The solicitation of bids by fax or e-mail is permissible. For the purposes of this WI, RFPs and RFQs mean the same thing.

CHECK THE GSFC DIRECTIVES MANAGEMENT SYSTEM AT <http://gdms.gsfc.nasa.gov> TO VERIFY THAT THIS IS THE CORRECT VERSION PRIOR TO USE.

**DIRECTIVE NO.** 270-WI-5100.1.2D  
**EFFECTIVE DATE:** October 7, 2014  
**EXPIRATION DATE:** October 7, 2019

Page 23 of 94

Note: It is essential that the RFQ totally describe all procurement requirements. In the case of catalog procurements, this may be a pro-forma step. For Project Parts and Furniture procurements, this can be a complex and lengthy matter. In either case, the RFQ must specifically state all requirements necessary for the items being purchased so that vendors understand and respond to what is needed. It is equally important that all related material be filed in the PO File.

## 6.1 Counterfeit Parts

It is imperative that steps are taken to prevent counterfeit parts from being introduced into GSFC's EEE parts inventory. The first line of defense is to only procure EEE parts from original equipment or component manufacturers (OEM/OCM) and authorized distributors. The only place to verify a distributor is authorized to sell a component is to contact the manufacture. NOTE – it is the Purchasing Agent responsibility to ensure procurement awards are only to manufactures or authorized distributors. Any request to use sources other than manufactures or authorized distributors will be brought immediately to the attention of the Procurement Manager or the Supply Branch Manager. Commercial list of manufactures and authorized distributors are not acceptable sources to determine manufacture and distributors. GSFC (NASA) and DLA have websites to assist Procurement Agents locate manufactures – those sites are:

**6.1.1** GSFC (NASA) – NASA Electronic Parts And Packing Program --  
[http://nepp.nasa.gov/npsl/Connectors/circular\\_type.htm](http://nepp.nasa.gov/npsl/Connectors/circular_type.htm)

**6.1.2** DLA provides a site to trace manufacturers of MILSPEC parts --  
<http://www.landandmaritime.dla.mil/programs/qmlqpl/>

**6.1.3** GSFC also provides a Qualified Parts List Directory (QPLD) --  
<https://nepp.nasa.gov/files/21585/GSFC-311-QPLD-016.pdf/>

### 6.1.4 Counterfeit Parts Statement and Clauses

The required counterfeit parts statement required on all RFQs and POs is: Counterfeit Parts Avoidance: The acceptance of this RFQ and/or Purchase Order certifies that you accept and abide by these conditions. To meet the stringent requirements of space flight, TRAX is required to take steps to mitigate the risk that counterfeit parts enter the GSFC inventory stream. To this end, TRAX will only accept parts from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM) or through the OCM/OEM authorized distributors for the parts being purchased. Companies doing business with TRAX are required to have processes in place to ensure the traceability of parts/equipment back to the OCM/OEM of the material. Independent distributors, brokers or other secondary sources shall not be used for the items listed on this RFQ and/or Purchase Order. It is the sellers responsibility to protect the integrity of this procurement. Any instance, suspected or otherwise,

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

of counterfeit parts being used shall be immediately reported to TRAX. Specific clauses associated with procurement of counterfeit parts are:

- **Financial Responsibility:** The seller shall be liable for all remedial costs associated with the delivery of counterfeit parts
- **Obligation Period:** The seller shall be held responsible for all counterfeit claims, for a period of time starting from the dock date of parts at GSFC, of not less than ninety (90) calendar days
- **Return of Product:** Parts suspected as counterfeit by the procuring activity will not be returned to the supplier. Parts suspected as counterfeit shall be quarantined, dispositioned, and provided the NASA Office of the Inspector General as evidence to be returned only if verified to be authentic. Destruction or confiscation of parts to be counterfeit does not relieve the supplier of the financial responsibility referenced above.

**6.1.5 Vendor Counterfeit Avoidance Programs** TRAX will maintain a list of appropriate vendors that should have counterfeit avoidance programs and, when possible, get and retain a copy of counterfeit avoidance programs for use by GSFC's quality survey teams.

**6.2 RFQ Provisions** Many provisions may be required to account for unique aspects of individual procurements, and will vary from a requirement of none, in the simplest, off-the-shelf, from-the-catalog procurement, to the extensive requirements of a complex subcontract. The following provisions will be tailored on an as-applicable basis to each purchase transaction:

**6.2.1** Work statement.

**6.2.2** Configuration management requirements

**6.2.3** Cost/schedule controls

**6.2.4** Data acquisition

**6.2.5** Logistics support (including maintenance)

**6.2.6 Patent Rights** - NASA policy is to protect the legitimate interests of the vendor and others in such areas as patent rights, including adherence to patent right provisions in accordance with [FAR 52.227-2](#). Vendors will be requested to furnish, when appropriate, all evidence and information in the possession of the vendor pertaining to claims and/or suits arising from alleged patent or copyright infringement in the performance of the purchase order or subcontract.

**6.2.7 Value Engineering** - RFQ's will include a requirement for a Value Engineering Savings Report in accordance with [FAR 48.101 \(b\) \(1\)](#) and [FAR 52.248-1](#), as appropriate (e.g. non-recurring engineering charge). Vendors will be encouraged to develop, prepare and submit value engineering change proposals (VECP's) voluntarily. VECP's will be used in proposal and vendor rating evaluations.

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

**6.2.8 Government Property Administration** - In purchase documents requiring Government property administration, the vendor will be held responsible and accountable for all Government property under the purchase document requirement and will be directed to comply with [FAR 45.5](#) and [FAR 52.245](#) in their entirety. The vendor may also be required to establish and maintain a program for the use, maintenance, repair, protection and preservation of Government property.

**6.2.9 Classified Information** - Purchasing Agents will review all proposed solicitations to determine if access to classified information may be required by offerors or by a vendor during PO or subcontract performance. Purchasing Agents will inform vendors of the security classifications and requirements assigned to various documents, materials, tasks and components. Vendors covered by the Defense Industrial Security Program (DISP) will be directed to use the Contract Security Classification Specification ([DD Form 254](#)). The Procurement Manager is the approving officer for the form and will ensure it is prepared and distributed in accordance with Section VII of the Industrial Security Regulation (ISR).

**6.2.10 Contract Administration** such as requirement for status reports, deliverable/CDRL reports, and other desiderata that are normally associated with Project Parts and Furniture procurements.

### **6.3 Vendor Quotation Requirements**

The RFQ will require that vendor quotations or confirmation of pricing be submitted in writing, fax or e-mail from the vendor. Information required includes:

- Date of all quotation
- Vendors Name
- Names of individuals providing bids
- Unit price
- Non-recurring costs (if applicable)
- Delivery schedule
- Payment schedule (if applicable)
- FOB point
- Acknowledgement of additional requirements contained in the RFQ (e.g. single date/lot codes, special packaging instructions, certificates of conformance)
- Company's Representative's Signature, fax confirmation number, or e-mail confirmation identifying the quotation was provided by them.

### **6.4 Contract Types**

Contracts can be affected by contract type. Therefore, the selection of the most appropriate/suitable contract type is important in obtaining a fair and reasonable price and tailoring the contract type to the procurement to facilitate contract administration and effect additional savings. The principles and policies of [FAR 16](#) and [NFS](#) will be used as guides in the selection of contract type and basic policies of the [FAR 16](#) and [NFS 1816](#). There is a wide selection of contract types available to select from in order

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

to provide needed flexibility in acquiring the large variety and volume of supplies and services required by agencies. The following will be considered in solicitation and acquisition planning and will be documented as appropriate in the Purchase Order File. The following contract types are commonly used by Code 270.

**6.4.1 Firm-Fixed Price Contracts** are the preferred contract type whereby the vendor assumes the financial risk of performance and his profit is determined by his efficiency and effective control of costs. This type of contract is suitable for acquiring commercial items, for acquiring other supplies or services on a basis of reasonably definite functional or detailed specification when the Purchasing Agent can establish fair and reasonable prices at the outset, such as when:

**6.4.1.1** There is adequate price competition

**6.4.1.2** There are reasonable price comparisons with prior purchases of the same or similar supplies or services made on a competitive basis or supported by valid costs or pricing data

**6.4.1.3** Available cost or pricing information permits realistic estimate of the probable costs of performance

**6.4.1.4** Performance uncertainties can be identified and reasonable estimates of their cost impact can be made, and the contractor is willing to accept a firm fixed price representing the assumption of the risks involved.

**6.4.2 Indefinite –Delivery Contracts.** There are three different types of Indefinite-Delivery Contracts.

**6.4.2.1** Definite-quantity contract provides for the delivery of a definite quantity of specific supplies or services for a fixed period, with deliveries or performance to be scheduled at designated locations upon order. A definite-quantity contract may be used when it can be determined in advance that supplies or services will be required during the contract period and are regularly available or will be available after a short lead time.

**6.4.2.2** Requirement contract provides for filling all actual purchase requirements of designated by the Purchasing Agent for activities for supplies or services during a specified contract period, with deliveries or performance to be scheduled by placing orders with the vendor.

**6.4.2.3** Indefinite-quantity contracts provide for an indefinite quantity within stated limits, of supplies or services during a fixed period. Orders are placed for individual requirements. Quantity limits may be stated as number of units or as dollar values. This type of contract requires the Purchasing Agent to furnish the vendor with a minimum and a maximum quantity for the contract period of performance.

**6.4.3** Subcontract Programs includes development of requirements, subcontracting plans, proposal base, selection of the subcontractor, and documentation and execution/administration.

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

**6.4.4 Sealed Bid Procurements** In sealed bid solicitations, contract type is determined and is established as part of the solicitation and the resultant contract. This is a method of contracting that employs competitive bids, public opening of bids and awards. See [FAR 14](#) Sealed Bidding.

**6.4.5 Negotiated Procurements** A contract awarded using other than sealed bidding procedures are a negotiated contract. Types of negotiated acquisition are Sole Source and Competitive Acquisitions. See Part [FAR 15](#) for additional information and [Attachment 2](#) "Conducting and Documenting Negotiations".

**6.4.6** A Letter Subcontract will be as complete and definitive as feasible under the circumstances. The Letter Subcontract will be definitized within 180 days after the date of the letter subcontract or before completion of 40% of the work of the work whichever occurs first. Purchasing Agents will use Letter Subcontracts when:

**6.4.6.1** The requirement demands that the vendor be given a binding commitment so that work can start immediately.

**6.4.6.2** Negotiating a definitive contract is not possible in sufficient time to meet the requirement.

## **6.5 Clarity**

The RFQ must clearly describe selection criteria. For example bidders whose past experience tells them one round of bidding is normal practice and who, therefore, put forth their best proposal on their first round, will be justifiably concerned if the Purchasing Agent subsequently requests a "Best and Final." The reverse would be just as true.

## **6.6 Two-Step Bidding**

Occasionally, in certain procurement situations, there is an advantage to a two-step, or "best and final" bidding procedure. This approach is not a recommended practice, except in those instances where Code 279 Procurement Manager or the Supply Branch Manager indicate that this is the preferred strategy. It introduces an additional round of bidding, may waste time, and can increase the strategic maneuvering of bidders to outwit the Purchasing Agent's efforts to reduce the price by holding back on the first round. This is acceptable if the first round is clearly identified to the bidders as "preliminary," "budgetary," or otherwise for the purpose of defining the ultimate requirement. In this environment, the second round bid package can be made more precise, particularly with regard to the definition or description of the requirement.

## **6.7 Timely Bid Delivery**

The RFQ will clearly state that bids should not be accepted after the specified close whether a formal sealed bid procedure or a normal bidding exercise. There are some credible exceptions to this rule, such as failure to receive a vendor proposal on time due to mishandling in the Mail Service Center or Central Receiving. Any exceptions should be carefully considered for fairness. If a bid is received after the

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

specified date required, it will be up to the Purchasing Agent’s discretion on whether or not to accept the bid. If no other bids were received and an award or determination has not been made – and if it is in the best interest of the government to consider the additional option to ascertain if costs received are reasonable. Re-solicitation of all bidders is one possible solution in certain situations.

## 7.0 QUOTATION ANALYSIS

All written quotations received will be considered as confidential in nature. Competitive prices are not to be divulged to other vendors under any circumstances, and preventive measures will be taken to ensure neither direct nor indirect communication of competitive data is permitted.

### 7.1 General Considerations

When evaluating vendor quotes the following factors will be considered as part of the award process. Clearly document each award and retain such documentation in the Purchase Order File.

**7.1.1** Quality -- Vendor's ability to meet specifications with a reliable product,

**7.1.2** Delivery -- Vendor's ability to deliver in accordance with our requirements, and

**7.1.3** Price -- The lowest possible price should be obtained without sacrificing quality and service as required in each case.

**7.1.4** Small and Disadvantage Business Concerns – The small business requirements included in the TRAX contract establish a 20% goal for the award of all material and services to small business concerns. When at all possible, preference will be given to Vendor’s falling into this category which includes: small businesses; very small businesses; HUBZone small businesses; service-disabled veteran-owned small business; 8(a) business; women-owned small businesses; and veteran-owned small business.

A HUBZone small business concerns will be evaluated by adding a 10 percent factor to the price of all offers.

**7.1.5** Minimum buys and quantity price breaks - Minimum buys represent setup charges, minimum production quantities and/or minimum billing charges. Purchasing Agents will avoid minimum buys whenever possible, using retail sources when quantities required from manufacturers and distributors are uneconomical. Purchasing Agents may ask vendors for next higher quantity pricing data when the next bracket price results in substantial savings. No change to the quantity can be approved without Material Coordinator/customer approval on the Material Coordinator Assistance Request [270-FORM-0118](#) .

**7.1.6** Discounts - Cash and volume discounts will be calculated when comparing quotations. Discounts will be indicated on the purchase document. The Purchasing Agent should be on the alert to negotiate discount terms that are most advantageous to NASA.

CHECK THE GSFC DIRECTIVES MANAGEMENT SYSTEM AT  
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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

**7.1.7 Shipping Costs** - All costs concerned with the shipping of the supplies from the prospective vendor will be included in the determination of the total cost. The difference in shipping time should also be considered in selecting the source.

**7.1.8 Other Hidden Costs** - Quality, reliability, the probability of follow-up, and the necessity of expediting should be evaluated when selecting a vendor. Past experience, the Purchasing Agent's judgment, and the knowledge of other purchasing activities are key to the determination of meaningful total costs.

**7.1.9 Past Performance** - Vendors who continually fall below the supplier performance requirements established in this work instruction may be restricted from receiving new procurements. Acquisition Specialists will ensure that vendors are in good standing with TRAX when awarding procurements.

**7.1.10 Safety** – When vendors will be working on Center they must present a site and work-specific safety plan for review and approval by the Code 270 or Code 279 Safety Manager.

**7.1.11 Other factors** to be considered in making the award are experience with and/or reputation of the vendor, location of the vendor's plant, transportation costs, packaging costs, etc.

## **7.2 Best Value**

While determination of price is one of the Purchasing Agent's major decisions, frequently, best value considerations are used. Best value is defined as the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. This can be measured by more than price, such as quality, service and delivery. When a Purchasing Agent is justifying a procurement based on anything but lowest costs, end user or Material Coordinator should concur to confirm the Purchasing Agents recommendation.

## **7.3 Delivery**

Delivery terms, acceptance conditions, and the "Free-on-Board" (F.O.B.) point are very important considerations in selecting a vendor. The usual practice when buying from vendors in the local area is to buy F.O.B. - Destination. Many vendors deliver free of additional charge in the local area.

Note: "F.O.B." or "F.O.B - Origin" mean delivery of the goods at the point of manufacture (seller's location). The term "F.O.B. - Destination", or more specifically "F.O.B. Delivered" means that transportation charges are paid by the seller to the destination point and the title to the goods remains with the seller until delivered and accepted by the purchaser.

CHECK THE GSFC DIRECTIVES MANAGEMENT SYSTEM AT  
<http://gdms.gsfc.nasa.gov> TO VERIFY THAT THIS IS THE CORRECT VERSION PRIOR TO USE.

|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

## 7.4 Transfer of Title

The F.O.B. point is presumed to be the point at which title and risk of loss pass. If goods are shipped "F.O.B. - Origin", the purchaser normally takes legal title to the merchandise the instant the shipment is delivered to the carrier, subject to any contract terms as to inspection, warranty, etc. If the shipment is "F.O.B. - Destination", the seller is responsible for loss and/or damage during transportation.

**7.4.1** The F.O.B. point is important and often decisive in resolving a disagreement on title in the event that there is an absence of contrary intent. Generally, the most favorable terms to Code 279 are those providing for title to pass to Code 279 following delivery of the supplies to the final destination specified by Code 279, subject to inspection and acceptance and to the standard warranty terms, and for payment to be made after acceptance.

**7.4.2** The positioning of the F.O.B. terms is also important. Including them specifically in the delivery terms creates a stronger presumption of passage of title than inclusion in the payment terms, where they may, in conjunction with other terms; only indicate who will pay the shipping charges.

**7.4.3** Generally, title passes at Building 16W when the carrier's waybill is signed, unless it is a cost-reimbursable contract.

## 7.5 Packaging and Marking

Generally, packaging by "Best Commercial Practice" will ensure safe delivery of material. However, special packaging and marking requirements may be specified by the end-user, these requirements should be identified in the purchase agreement using Quality Assurance Requirements (QAR) Codes described in [Attachment 4](#). When a Purchasing Agent has knowledge that a shipment requires special packaging but has not received specific requirements, they should contact the Code 279 Packaging Engineer for advice and preparation of packaging/marking specifications. This is particularly important for F.O.B. – Origin shipments because title to the goods pass when the goods are delivered to the carrier.

Any special packaging requirements specified in the RFQ must be contained in the vendor's quote. Special packaging and handling considerations apply to electrostatic sensitive devices and these requirements shall be annotated on the Purchase Order. Very rarely, Purchase Orders may be awarded for the procurement of Space Flight equipment which requires additional packaging and transportation requirements as defined in [NPR 6000.1](#), Requirements for Packaging, Handling and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components. When applicable, the Purchasing Agent will consult with the Procurement Manager, the Transportation Manager and the Packaging Engineer to ensure that the packaging and transportation requirements for such materials are properly documented and executed in accordance with NPR 6000.1.

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<http://gdms.gsfc.nasa.gov> TO VERIFY THAT THIS IS THE CORRECT VERSION PRIOR TO USE.

|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

## 7.6 Milestone Payments

In certain types of industries, it is customary for a contractor to receive milestone payments as specified portions of the work are completed. This type of payment is used frequently in construction contracts or complex Project Parts buys and is normally based on a specific percentage of completion of the project. If a subcontractor requests that milestone payments be made, the Purchasing Agent should report this request to the Procurement Manager. Milestone payments should not be used in subcontracts awarded by the Purchasing Agent unless approved by the Procurement Manager. Typical conditions under which the use of milestone payments will be considered are for Firm-Fixed Price Contracts with a Small Disadvantaged Business when work extends for a significant period of time (greater than three months), and a portion of the work (or supplies) are delivered and accepted prior to final delivery and acceptance. Note: The term "milestone payments" is not the same as a "deposit" made in advance of the work. The Acquisition Specialist is responsible for ensuring that the schedule or deliverables under which milestone payments will be made is clearly spelled out on the Purchase Order and that the vendor provides evidence of completion of work before milestone payments are made.

## 7.7 Premium Incentives

Premium incentive (i.e., improved delivery time) will be allowed for emergency requisitions in order to improve delivery time. Upgrading non-emergency requisitions to emergency requisitions will be recommended to the end user only if the supply source has indicated that premium incentives will result in a worthwhile improvement of delivery dates. Premium transportation will only be used for non-emergency requisitions after approval of such expense by the Material Coordinator or end user, depending on requisition type. The purchase order must annotate clearly the conditions of the premium charges and state that in the event that the vendor fails to ship acceptable supplies on or before time specified, the premium is forfeited and the standard unit price applies. The Purchasing Agent will be responsible for justifying that the charge for premium incentives is fair and reasonable and documenting the approval of the Material Coordinator or the end user.

## 7.8 Truth in Negotiations Act (TINA)

In accordance with Truth In Negotiation Act, vendors/subcontractors are required to submit a certificate of current cost and pricing data [FAR 15.406-2](#) Certificate of Current Cost or Pricing Data, which refers to the proposal to reach the final negotiated price, dated as soon as possible after the negotiation is completed for all purchases/subcontracts in excess of **\$650,000**. [FAR 52.215-10](#) is included in Standard Purchase Order Terms and Conditions ([Attachment 3](#)) to provide for price reduction in the event that cost or pricing data is defective. Exceptions are all purchases, subcontracts or modifications thereof for which the price is:

**7.8.1** Based upon adequate price competition;

**7.8.2** Based upon established catalog or market prices of commercial items sold in substantial quantities to the general public;

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

**7.8.3** Set by law or regulation;

**7.8.4** TINA Waiver;

**7.8.5** Commercial Item;

**7.8.6** Modification to contract or subcontract for commercial item.

## **7.9 Cost or Pricing Data**

Cost or pricing data is information that can substantiate the validity of costs and can be used to provide sound estimates of future costs. The Purchasing Agent should use every means available to ascertain whether a fair and reasonable price can be determined before requesting costs or pricing data. The Purchasing Agent must not require unnecessarily the submission of cost of pricing data, because it leads to increased proposal preparation costs, generally extends acquisition lead time, and consumes additional contractor and Purchasing Agents resources. In the case the Purchasing Agent is compelled to request cost, pricing or any additional information to properly analyze proposals, see [FAR 15.4](#)

## **7.10 Justification of Awards**

The criteria required to properly justify competitive and non-competitive awards are provided below:

**7.10.1** Adequate competition

**7.10.2** Price set by law or government regulations

**7.10.3** Price or cost analysis per [FAR 15.404](#)

**7.10.4** Comparison is made to a previous competitive order (within the past 12 months)

**7.10.5** Customer "sole source" [270-FORM-0120](#) documentation is approved by the Purchasing Agent.

## **7.11 Documenting Award Justification**

The Procurement Summary ([270-FORM-0116](#)) is used to justify awards for all procurements. The checklist will be completed in detail sufficient to explain the justification of the award and supplemented by other documentation in the Purchase Order File. Items will be documented in the "Purchasing Notations" portion of [270-FORM-0116](#) checklist or by attachments.

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<http://gdms.gsfc.nasa.gov> TO VERIFY THAT THIS IS THE CORRECT VERSION PRIOR TO USE.

|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

## 7.12 Terms of Purchase

It is the responsibility of the **Purchasing Agent** to secure a firm agreement and understanding with the seller on the most favorable terms possible, and to clearly document this agreement on the purchase order. In the event the terms are not obviously the most favorable to Code 279, notation as to the reasons will be attached to copies of the purchase order. Any deviation from the Code 279 standard Terms and Conditions must be approved by the Procurement Manager. See Attachment 3 “Terms and Conditions”. “Terms and Conditions” shall be supplied to all vendors at the same time the RFQs/RFPs and POs/BPAs are sent to them. Additional FAR clauses and other special instructions will not be added to RFQs/RFPs or POs/BPAs without approval of the Purchasing Manager. The request to add clauses or special instructions and the approval must be in writing and included in the PO/BPA file folder.

## 7.13 Representations and Certifications (REPS AND CERTS)

To protect the interests of the Government and to comply with Public Law, for all procurements not covered by GSA contract and valued over \$10,000, the Purchasing Agent will require the company to submit the necessary representations and certifications as an integral part of the bid or proposal. These “Reps. and Certs.” include “Flow Down” provisions determined by the prime contract with NASA. See [270-FORM-0121](#), “Certs and Reps” for a listing of the components of these documents. If the Purchasing Agent has a copy of the Representations and Certifications from prior procurements, they may verify that information with the vendor and include a copy of that package in their purchase order file. Representations and Certifications may be considered effective until one year from date of submission. Prospective vendors must update the Representations and Certification submitted to Code 279 upon request, and the procurement will not be awarded until all Reps and Certs have been received and accepted by the Purchasing Agent.

## 7.14 Debarment Verification (EPLS) IAW with FAR Paragraph 9.409 (b)

Debarment verification for all POs that exceed \$30,000. The Excluded Parties List System (EPLS) includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. The EPLS can be found at <https://www.epls.gov/>. A copy of the EPLS report will be included in all POs that exceed \$30,000.

## 7.15 Cost Accounting Standards

The standard Terms and Conditions ([Attachment 3](#)), Clause 22, referencing [FAR 52.230-1](#), extends Cost Accounting Standards (CAS) to all vendors/subcontractors for subcontracts in excess of **\$650,000**. This does not apply to small businesses or foreign governments and exempts contracts and subcontracts from CAS as per [48 CFR 9903.201-1](#). This information will be incorporated in the Certification and Representations submitted by the source at time of award.

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

## 7.16 Negotiations

Exchanges with offerors after establishment of the competitive range in either a competitive or sole source environment, between the Purchasing Agent and offerors that are undertaken with the intent of allowing the offeror to revise a proposal. The vendor should be selected on determination of the “Best Value” to NASA. If the Purchasing Agent’s financial targets indicate that the price is still overstated or if improvements in the termination clause or other non-money terms as well are required, negotiations can proceed further to legitimately reduce the price or other required improvements to the contract to facilitate the “Best Value” to NASA. When negotiations are conducted in a competitive acquisition, they take place after establishment of the competitive range and are called discussions. These negotiations may include bargaining which includes persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract. This is performed in accordance with [FAR 15.306](#) and documented in accordance with NFAR 1815-306. See [Attachment 2](#) Conducting and Documenting Negotiations. The Purchasing Agent will proceed with the negotiations with concurrence and oversight from the Procurement Manager, Supply Branch Manager and/or Business Management Office.

## 7.17 Warranty Negotiations

The Purchasing Agent will place new material orders in accordance with Clause 7 (Warranty) of the Standard Terms and Conditions. Should a vendor take exception to the warranty clause, the Purchasing Agent is responsible for negotiating the best warranty in the body of the purchase document. Should the Purchasing Agent be unable to negotiate a reasonable warranty, the Procurement Manager will be advised to assist and negotiate the warranty. The Procurement Manager will be advised of circumstances where there is an impasse with regard to warranty and the information will be submitted to the customer for acceptance.

## 7.18 No-Bids

If an RFQ results in none of the proposals being reasonably close to Purchasing Agent’s expectations, it is appropriate to declare all bids unacceptable and to re-solicit the procurement. It is perfectly ethical to eliminate some of the bidders at this state if their pricing is clearly non-competitive.

## 8.0 ENTERING PURCHASE ORDERS IN AMMS

Once the Purchasing Agent has determined that they have all of the necessary documentation needed to justify the award of a purchase order to a vendor, they will create a purchase order in AMMS using the guidance that follows. Purchasing Agents should not create a PO in AMMS until the documentation for the purchase is complete. Purchasing Agents will ensure that all of the requirements requested by the customer and called out on the RFQ are included on the Purchase Order in the appropriate areas to ensure there is no confusion over what we expect the vendor to provide. Basically, there are three kinds

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

of purchasing documents created in AMMS: 1) Purchase Orders (PO), 2) Blanket Purchase Agreements (BPA) and 3) Releases against BPAs.

## 8.1 Types of Purchase Order Mechanisms

Within these three broad categories, there are several types of purchasing order mechanisms to use in AMMS to create purchasing agreements. The types of purchase order mechanism selected is determined by the type of Work Breakdown Structure funding provided by the end user.

### 8.1.1 Standard Purchase Orders

These kinds of purchase orders are used for firm fixed price awards

**8.1.1.1** Standard Purchase Order, “Goods” Lines – This purchase order is created using an AMMS electronic requisition funded by a Supply WBS.

**8.1.1.2** Standard Purchase Order, “Expense” Lines – This purchase order is created after receipt of an Internal Requisition. The Internal requisition will reference the funding through General Ledger (GL) number (see section 8.2.3 for additional information on GL). **If the GL number indicates “Commercial Purchases” cost code then a customer WBS must be charged.** The Purchasing Agent will submit the requisition to the Material Coordinator for a stock number for expense purchases if one has not already been previously supplied. If the GL number references that the requisition is an Other Direct Charge (INTERNAL/non-reimbursable), to be applied to a task across the contract, no stock number will be applied.

### 8.1.2 Blanket Purchase Orders

A blanket purchase agreement (BPA) is a simplified method of filling anticipated repetitive needs for supplies or services by establishing “charge accounts” with qualified sources of supply. Blanket purchase order agreements are initiated by in-house requisitions only. The creation of BPA does not obligate funds but establishes agreement in which specific procurements can be “Released” against. The use of BPAs does not exempt the end user from the responsibility for keeping obligations and expenditures within available funds. All blanket agreements with a total value above \$3000 must show justification in accordance with Code 279 procedures. Additional information regarding the preparation of BPAs may be found in [Attachment 5](#).

**8.1.2.1** Blanket Purchase Order Agreement (BPA) that is funded using a customer WBS in AMMS and procures specific stock numbers – i.e., fuel. This is initiated using an Internal Requisition detailing the product to be procured on behalf of the end user. The internal requisition will reference the funding General Ledger (GL) number. If the GL number indicates “Commercial Purchases” cost code then a customer WBS will be charged. The Purchasing Agent will have to submit the requisition to the

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

Material Coordinator for stock number for goods purchases if a stock number has not already been previously supplied.

**8.1.2.2** Blanket Purchase Order Agreement (BPA), which is funded using an AMMS WBS and it is dollar driven to release funds for products/services received. This is initiated using an Internal Requisition detailing the product or services to be procured on behalf of the end user. The Internal requisition will reference the funding General Ledger (GL) number (see Section 8.2.3 for additional information on GL) If the GL number indicates “Commercial Purchases” cost code, then a customer WBS will be charged. The Purchasing Agent will have to submit the requisition to the Material Coordinator for stock number for expense purchases if a stock number has not already been previously supplied.

**8.1.2.3** Blanket Purchase Order Agreement (BPA), which is funded using an ODC to be charged across the contract against a customer’s task number. This is initiated using an Internal Requisition detailing the product or services to be procured on behalf of the end user. The Internal requisition will reference the funding General Ledger (GL) number (See section 8.2.3 for additional information on GL.) If the GL number references an ODC accounting cost code and task number that will be charged across the contract, no stock number will be assigned.

**8.1.3 Releases** Releases are used to request from a vendor that product be issued against an existing Blanket Purchase Agreement, or for the financial transaction of distributing payment for product received and accepted by end users against an existing Blanket Purchasing Agreement.

**8.1.3.1** Releases for BPA’s which are funded using a customer WBS and procures specific stock numbers – Releases are used to “release” funding for products received against a BPA. For Releases that are funded using a customer WBS in AMMS and procures specific stock numbers, an electronic AMMS requisition is required and a receipt must be run in AMMS.

**8.1.3.2** Releases for BPA’s that are funded using a customer WBS string in AMMS and it is dollar driven to release funds for products/services received. Releases will be created in AMMS against the BPA after the Purchasing agent receives (depending on the BPA) a call-out sheet or signature/electronic confirmation against the invoice to be processed for payment against.

**8.1.3.3** Releases for BPA’s that are funded using a contract task number as an ODC to be charged across the contract against the customer’s WBS. Releases will be created in AMMS against the BPA after the Purchasing Agent received (depending on the BPA) a signature/electronic confirmation against the invoice received.

**8.2 Before a Purchase Order Can Be Created**

Before a purchase order can be created in AMMS, the following three information elements must be known in advance. If these items are not “nailed down” before the PO creation process starts, there is a good chance that Purchasing Agents will encounter roadblocks that will stall the PO.

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### 8.2.1 New/Changed Vendor

For new or updated vendor's, identification data will be recorded by the Purchasing Agent on the Vendor Information Form, [270-FORM-0123](#), which will be submitted to the Accounting Section to update AMMS with the vendor data. This information cannot be updated by the Purchasing Agent.

### 8.2.2 PO Numbering System and Suffixes

AMMS automatically assigns the next available Purchase Order (PO) number as each Purchasing Agent completes the PO initial actions electronically. However, for procurements for specific projects or services, a suffix is added manually to the purchase order number in the appropriate field in AMMS. These suffixes identify the purchase orders to Central Receiving for more efficient sorting and prioritizing packages.

| Suffix | Description                         |
|--------|-------------------------------------|
| AV     | Audio Visual                        |
| B      | Blanket Procurement Agreement       |
| E      | Equipment                           |
| EEE    | Project Parts Standard Procurement  |
| EEX    | Project Parts Expense Procurement   |
| ESX    | Specialty Item Expense Procurement  |
| FE     | Furniture Expense                   |
| H      | Internal Requisition                |
| L      | Lease                               |
| M      | Maintenance Agreement               |
| PPO    | Project Parts Order (non-MS)        |
| R      | Rental                              |
| S      | Service                             |
| TIM    | TIMS Branch Procurement             |
| W      | Wallops Flight Facility Procurement |

For Purchase Orders that may encompass more than one of the above components, two or more suffix letters will be applied in alphabetical order. For example: Blanket Procurement Agreements for Wallops Flight Facility may use the suffix of "BW".

### 8.2.3 General Ledger Numbers

The Accounting section assigns a GL numbers to Internal Requisitions and Projects. Accounting will periodically update this listing as necessary and submit new listing to the Purchasing Agents. The Purchasing Agent is responsible for contacting the Accounting section for appropriate GL numbers if one is not already available. The structure of the GL number consists of a 16 alpha-numeric string. It is imperative that Purchasing Agents use the correct GL numbers for every procurement. The breakdown of the segments of the GL number is as follows:

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| Segment              | # Characters | Examples   |
|----------------------|--------------|--|
| Location             | XX           | GD for Goddard, WF for Wallops   |
| Contract             | XXXX         | 8497 for Reimb, 8498 for Non-Reimb   |
| Reimbursable Funding | XX           | 20 for Reimb, 01 for Commercial Purchase                                   |
| Task                 | XXXX         | This number is associated with the project – e.g. 2790 supports GLAST      |
| Inventory Value      | XX           | 05 is Other Direct Cost (ODC), 01, 02 and 04 Commercial Purchase, GSA, DLA |
| Natural GL Account   | XXXXX        | 51900 is Misc, 57000 is Commercial Purchase                                |
| Future Use           | 000          | Always 000, this segment is not currently used                             |

|                      |                          |  |
|----------------------|--------------------------|--|
| Example:             | GD.8453.20.2790.05.51900 |  |
| Location             | Goddard                  |  |
| Contract             | Reimbursable             |  |
| Reimbursable Funding | Reimbursable             |  |
| Task                 | GLAST project            |  |
| Inventory Value      | Other Direct Cost        |  |
| Natural GL Account   | Miscellaneous            |  |
| Future Use           | 000                      |  |

### 8.3 Standard Purchase Orders

After receipt of a properly authorized requisition for procurement of product or services that are for direct turn-over or replenishment, a Standard Purchase Order (PO) is created in AMMS.

**8.3.1** Standard Purchase Orders must include the following information:

#### 8.3.1.1 PO Number

This number is automatically generated when the purchase order is saved. At this point a suffix may be added as described in section 8.2.2.

**8.3.1.2 General Ledger (G.L.) Number** to reflect the correct task – project – financial transaction, the procurement is associated with. The Accounting Group produces a current listing of GL numbers and provides them to Purchasing Agents. If a new project GL number is in question, the Purchasing Agent must contact Accounting to verify the number. This information is manually entered on the header portion of the purchase order in the flex field. For procurements in response to in-house requisitions [270-FORM-0112](#) Universal or [270-FORM-0113](#) Furniture Only, this number is also annotated in the GL Number field on the in-house requisition.

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

**8.3.1.3 Order To: (Vendor Information):** The first line of the vendor information is the name that will automatically appear on the check. It is important to manually verify that this is correct if ordering through a manufacturing representative (e.g. New Era Sales) but the check is to be paid to the product producer (e.g. International Rectifier). For situations with manufacturing representatives payee will appear on the first line (e.g. International Rectifier) and the second line will show the manufacturing representative (e.g. c/o New Era Sales).

#### **8.3.1.4 Contact Name and Phone Number**

This item is defaulted to the information that has previously been entered by Accounting when the vendor is originally established in AMMS (Section 8.2.1) If no contact name is assigned, no phone number information will show on the printed purchase order.

#### **8.3.1.5 Ship To Information**

AMMS automatically defaults to NASA-GSFC. If the order is to be shipped elsewhere, the Purchasing Agent must manually modify the field.

#### **8.3.1.6 Contract**

The current contract number for the Goddard Logistics Services Contract is preprinted on the purchase order e.g. "NNG12AZ11C".

#### **8.3.1.7 F.O.B.**

This item is defaulted to the information manually entered by Accounting when the vendor is originally entered in AMMS. This information found in "Terms" portion of the purchase order, can be modified by the Purchasing Agent for any particular purchase order. The Purchasing Agent must notify Accounting to update the Vendor's information using the Vendor Master File Form, [270-FORM-0123](#).

#### **8.3.1.8 Terms**

This item is defaulted to the information manually entered by Accounting when the vendor was originally entered into AMMS. This information found in "Terms" portion of the purchase order can be modified by the Purchasing Agent for any particular purchase order if the situation warrants. Payment schedules must be included in the text of the Purchase Order, if applicable. If a vendors terms are being permanently changed, the Purchasing Agent must notify Accounting to update the Vendor's information using the Vendor Master File Form, [270-FORM-0123](#).

#### **8.3.1.9 Ship Via**

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There are three “Prepaid & Added” options (PPD/ADD) – selection of one of these options is mandatory:

- **PPD/ADD-Overnight**

PPD/ADD Overnight -- The Seller prepays the transportation charges, but adds the charges to the invoice for reimbursement from the Buyer. The Seller selects and contracts a shipping agent/carrier to provide overnight or express delivery.

- **PPD/ADD-2<sup>nd</sup> day**

PPD/ADD 2<sup>nd</sup> Day -- The Seller prepays the transportation charges, but adds the charges to the invoice for reimbursement from the Buyer. The Seller selects and contracts a shipping carrier/agent to provide 2<sup>nd</sup>-Day delivery.

- **PPD/ADD- Ground**

PPD/ADD Ground -- The Seller prepays the transportation charges, but adds the charges to the invoice for reimbursement from the Buyer. The Seller selects and contracts the shipping carrier/agent to provide land haul delivery.

**NOTE:** The TRAX Federal Express account number should only be given to a vendor when the vendor does not have access to an overnight priority shipment service for use in shipping the purchase order materials. Only the Procurement Manager or the Supply Branch Manager can authorize vendor use of the TRAX Federal Express account number. This authorization is required for ALL shipments – inbound & outbound – against the TRAX Federal Express account number.

**8.3.1.10 Special Notes/Attachments:** Every Purchasing Agent must enter the following information as a header attachment. Standard attachments may be used or the information must be manually entered.

- Purchasing Agent Identification and Phone & E-Mail Contact Information
- The following clauses must ALWAYS appear verbatim in the header of EVERY purchase order:
  - **“\* PURCHASE ORDER NUMBER MUST APPEAR ON THE OUTSIDE OF BOX OR SHIPMENT WILL BE REFUSED**
  - **\* PACKAGES MUST IDENTIFY IF PRODUCT HAS A SHELF LIFE**
  - **\* IF, FOR TECHICAL DIFFICULTIES OR OTHER REASONS, THE CONTRATOR BECOMES UNABLE TO DELIVER MATERIALS OR SERVICES AT THE SPECIFIED TIME, NOT WITHSTANDNG THE EXERCISE OF GOOD FAITH AND DILIGENT EFFORTS IN MEETING THE SCHEDULED DELIVERY, THE CONTRACTOR SHALL GIVE THE PURCHASING AGENT IDENTIFIED ABOVE WRITTEN NOTICE OF AND REASON FOR THE ANTICIPATED DELAY.”**
- Identification of work or services to be supplies to include drawing numbers, statement of work. Text should clearly describe the items or services being purchased and scope of the procurement/contract.

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

- Vendors must meet or exceed the agreed to delivery date or, when there are changes to delivery dates, the TRAX buyer must be notified in writing. Notification must include a reason for the changed delivery date.
- Applicable FAR clauses not already included in the Terms and Conditions (for example, Furniture Clause or Milestone Payment Clause).
- Procurements With Special Circumstances: When special circumstances, such as those listed below exist, the PO header attachment will be annotated to draw attention to these special circumstances:
  - Orders for: Hazardous material, Construction or Facilities, Consulting services.
  - Orders citing Special contractual provisions, Specified liquidated damages, Advance or milestone payment stipulations, specifications or drawings required, A requirement for Government source inspection.
  - Orders where material is being purchased to manufacture end items.
  - Orders providing for patent and proprietary rights.
  - Orders placed with other affiliated companies.
  - Drop shipments.
  - Maintenance and service contracts.
  - Special packaging requirements.
  - Right to reassign the procurement and/or early termination provisions.
- Other information required in Project Parts procurements include
  - Restriction on using pink poly
  - Counterfeit Parts Avoidance instructions

### 8.3.1.11 Supplier Notes

In the “Terms” portion of the purchase order, a field for “Supplier Notes” is available for information of special instructions or references pricing/quotation information can be manually entered which allows up to 480 characters. If references or special instructions are long, it is recommended an attachment be made instead of a note. These “Supplier Notes” will print on the purchase order above any Header Attachments.

### 8.3.1.12 Receiver Notes

Manually entered notes in this field inform the Receiving Inspector of any special instructions regarding the purchase order, special handling or receiving instructions for the material. These notes do not print on the purchase order but are visible in AMMS when the Inspectors begin entering Receiving information into AMMS and are printed on the AMMS receipt traveler documents.

The following Receiver Notes are required:

**For Institutional Purchase Orders that include Expense Lines**– Receiver Notes should include:

- The words “Expense Order”
- End User/Customer name with Phone Number

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

The information must be entered in the exact order as listed above. For example: Expense Order / Joe Cole X4444

**For All Project Parts Purchase Orders**– Receiver notes are always required for Project Parts purchase orders. These notes provide detailed information necessary for the proper handling of project parts materials. Receiver notes for Project Parts purchases will follow this format:

- The words “Expense Order”, when applicable
- Project name/Instrument name
- Customer PR Number/Customer name
- Any additional notes needed for the order

The information must be entered in the exact order as listed above. For example: Expense Order/Aquarius OTU/ Joe Jenkins

### 8.3.1.13 Description

This field is located in the header portion of the electronic purchase order, and it **does not print** on the purchase order. The project name will be annotated in this field for all Project Parts purchases. Otherwise, the Purchasing Agent may use this field to enter optional, useful information for their personal use.

### 8.3.1.14 Line Information

The type of requisition the Purchasing Agent is procuring against, dictates what information is loaded by the Purchasing Agent on the line level.

**8.3.1.14.1 Electronic AMMS requisitions** that are for stock or Direct Turnover (DTO), the Purchasing Agent will create the purchase order using the auto-create function in AMMS. The stock number, noun, unit of issue, quantity, estimated unit price and Promise Date are automatically populated. The Purchasing Agent will have to manually:

- Update the price – when the Purchasing Agent updates the price, it will automatically update the customer’s sales order after the purchase order is approved.
- Enter Need By Date – The Need By Date is the date the customer’s expressed required delivery date and is not seen on the printed purchase order.
- Enter Promise Date – The Promise Date is the negotiated delivery date and will be the date seen on the printed purchase order.
- Supplier Item Field – The manufacturer’s part number.
- Any special notes for the vendor that will be printed on the purchase order for a particular line item will be annotated in the Supplier Notes field at the corresponding line level. Additional Receiver Notes may be entered at the “Shipment” level of each line (e.g. for Project Parts the following Receiving notes are required in the following format – Project Name/Part Number/Customer Name/Line Number) If the notes are longer than the 480 characters that field allows, an attachment will be created.

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

**8.3.1.14.2 In-house requisitions with Expense Purchase Orders Lines that are charged to a Customer WBS string in AMMS**, the Material Coordinator will have annotated an Expense Stock number on the in-house requisition. Otherwise, the Purchasing Agent will return the Expense Purchase Requisition to the Material Coordinator who reviewed the PR. General Ledger account number will be assigned by the Accounting Section prior to processing PRs. Otherwise, the Purchasing Agent will return the Expense Purchase Requisition to the Accounting Section who generated it. This type of purchase order is manually created in AMMS – not using the auto-create function. Information for each line level will have to be manually created.

- For each line, the Purchasing Agent will select the line type “Expense”, and enter the assigned expense stock number which will then automatically populate the Category, Description, Unit of Issue and Unit Price fields.
- The Purchasing Agent will over-ride the description (which will usually be assigned to the vendor name) then enter the correct description of the item.
- Quantity.
- Enter Need-By-Date – The Need-By-Date is the date the customer’s expressed required delivery date and is not seen on the printed purchase order
- Enter Promise Date – The Promise Date is the negotiated delivery date and will be the date seen on the printed purchase order.
- Update Unit Cost
- Supplier Item will be the manufacturing part number or a description of the item. “:See Quote #....” is not acceptable on it’s own as a description of a procurement. For complex procurements, “supplier item” will be a brief description of items being purchased plus an attachment listing a full breakdown of items purchased. The point not to be missed is that the Purchase Order must contain, of itself, enough information to adequately describe what has been purchased.
- Any special notes for the vendor that will be printed on the purchase order and annotated in the Supplier Notes field at the associated line level. If the notes are longer than that field allows, an attachment will be created.
- Select Shipments Tab - Distributions enter in charge account to reflect the type of project. EX: For Auto parts the charge number will be: GD.0000.00.0000.00.59050, For Furniture Purchases the charge number will be: GD.0000.00.0000.00.59070 and Project Parts Purchases GD.0000.00.0000.00.59060 After this is entered, close the distribution screen.
- At the Shipments screen, change the Match Approval Level to “2-Way”. This allows accounting to pay invoices submitted without a receipt generated in AMMS.

**8.3.1.14.3 For in-house requisitions for Expense Purchases associated with an ODC**

This type of purchase order is manually created in AMMS – not using the auto-create function. The line level will have to be manually created.

- For each line, the Purchasing Agent will select the line type “Expense”.
- Leave “Item Number” field BLANK.

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

- In the Category fields, select “NONE-NONE”.
- In the Description Field, enter a description of the service, product being procured.
- Select an appropriate unit of issue from the list of values.
- Enter in the unit of issue.
- Enter in quantity.
- Enter in the unit costs.
- Enter Promise Date. The Promise Date will be the date shown on the printed purchase order and will be what the vendor sees.
- Supplier Item will be the manufacturing part number or a description of the item. “:See Quote #....” is not acceptable on its own as a description of a procurement. For complex procurements, “supplier item” will be a brief description of items being purchased plus an attachment listing a full breakdown of items purchased. The point not to be missed is that the Purchase Order must contain, of itself, enough information to adequately describe what has been purchased.
- Any special notes for the vendor that are printed on the purchase order will be annotated in the Supplier Notes field at the associated line level. If the notes are longer than the 480 characters that field allows, an attachment will be created.
- Select Shipments Tab - Distributions – Enter the charge account associated with the type of project. For INTERNAL procurements, the GL number assigned to the blanket will be used.
- Close Distribution screen.
- At the Shipments screen, under the “More” tab, change the Match Approval Level to “2-Way”. This allows accounting to pay invoices submitted without a receipt generated in AMMS.

### 8.3.2 Approval

After completing the purchase order with all appropriate requirements – The Purchasing Agent must save and approve. In the approval screen, it is Oracle Standard Functionality for the “E-mail button” to be selected, unlick it before approving. Otherwise an error message is generated asking for verification of the e-mail address. E-mail purchase orders are not permitted because they do not easily follow the format and do not include all the required purchase orders information.

## 8.4 Blanket Purchase Agreements (BPA)

A blanket purchase agreement (BPA) is a simplified method of filling anticipated repetitive needs for supplies or services by establishing “charge accounts” with qualified sources of supply. Blanket purchase order agreements are initiated by in-house requisitions only. The creation of BPA does not obligate funds but establishes agreement in which specific procurements can be “Released” against. The use of BPAs does not exempt the end user from the responsibility for keeping obligations and expenditures within available funds. All blanket agreements with a total value above \$2,999 must show justification in accordance with Code 279 procedures. See [Attachment 5](#) “Establishment of BPAs” for additional information.

### 8.4.1 Standard Blanket Purchasing Agreement Purchase Orders must contain the following information:

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

**8.4.1.1 General Ledger (GL) Number** to reflect the correct task – project – the procurement is associated with. A current listing of GL numbers are provided by Accounting. If a new project GL number is in question, the Accounting department can verify the number with you. This information is manually entered on the header portion of the purchase order in the flex field. NOTE: This GL information does not flow down to the releases when they are created, so this information will have to be re-added to every release line.

#### **8.4.1.2 Order To: (Vendor Information)**

The first line of the vendor information is the name that will appear on the check. This is important if you are using manufacturing representatives such as “New Era Sales” but the check is made out to International Rectifier. For situations with manufacturing representatives the address will read first line - International Rectifier second line - c/o New Era Sales.

**8.4.1.3 Type:** Change to from “Standard Purchase Order” to “Blanket Purchase Order Agreement”.

#### **8.4.1.4 Contact Name and Phone Number**

This item is defaulted to the information manually entered by Accounting when the vendor is originally entered into AMMS (Section 8.2.1) If not part of the list of values at the header level, the Purchasing Agent can contact Accounting and they can add the information to the Vendor information or this information may be added in the attachments. If no contact name is assigned, no phone number information will show on the printed purchase order.

#### **8.4.1.5 Ship To Information**

AMMS automatically defaults to NASA-GSFC. If the order is to be shipped elsewhere, the Purchasing Agent must manually modify the field.

#### **8.4.1.6 Contract**

The current contract number for the Goddard Logistics Services Contract is preprinted on the purchase order e.g. “NNG12AZ11C”.

#### **8.4.1.7 F.O.B.**

This item is defaulted to the information manually entered by Accounting when the vendor is originally entered into the system. This information found in “Terms” portion of the purchase order, can be modified by the Purchasing Agent for any particular purchase order. If it is permanent change of terms for the vendor, Accounting will be notified to update the Vendor’s information.

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

#### 8.4.1.8 Blanket Value

The total cost of the agreement.

#### 8.4.1.9 In the Terms Portion of the AMMS Purchase Order

The Purchasing Agent will update Payment Terms, Shipping Terms and add the Period of Performance of the contract. Contract Value will automatically update from the Header.

#### 8.4.1.10 Special Notes /Attachments

Every BPA must have the following information as a header attachment.

- Purchasing Agent Information;
- “Purchase Order Must Appear on Package” clause;
- “Notice of Delay” clause;
- All negotiated terms of the blanket agreement such as detailed description of the services or products being procured, special pricing, delivery requirements, Authorized callers, associated government contract numbers (ex. GSA or DESC), etc.

NOTE: Receiver Notes are not required at the BPA level. Receiver Notes are applied at the level of the release.

#### 8.4.1.11 Line Information

Depending on what type of requisition the Purchasing Agent will release against, impacts what information is loaded by the Purchasing Agent on the line level.

NOTE: Line level information on the blanket purchase order does not print out on the BPA. The Line level information only will print out on the release.

**8.4.1.11.1 Releases that will use an AMMS requisition** which are for stock or DTO, the Purchasing Agent will create the BPA line item using the stock number assigned by the Material Coordinator. The Category, Description, Unit of issue and Estimated Unit Price are automatically populated when the Purchasing Agent enters the stock number. The Purchasing Agent will have to:

- Update the price – for blankets that have fluctuating costs, the Purchasing Agent will select the box “Allow Price Over-Ride” at the line level.
- Supplier Item Field – which is the manufacturer’s part number or detailed description of the product being procured.

**8.4.1.11.2 Releases that will use Call-Out Sheets** instead of an electronic requisition and charges a customer WBS string in the AMMS Supply System, the Purchasing Agent will create the BPA line item

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

using the stock number assigned by the Material Coordinator. The Category, Description, Unit of Issue and Estimated Unit Price are automatically populated when the Purchasing Agent enters the stock number. The Purchasing Agent will have to:

- Update the price – for blankets that have fluctuating costs, the Purchasing Agent will select the box “Allow Price Over-Ride” at the line level.
- Supplier Item Field – which is the manufacturer’s part number or detail description of the product being procured.

#### **8.4.1.11.3 Releases for Expense Purchases which will be charged across the contract as an ODC**

This type of purchase order is manually created in AMMS – not using stock numbers.

- At the line level, the Purchasing Agent will select the line type “Expense”.
- Leave “Item Number” field **BLANK**.
- In the Category fields, select “NONE-NONE”.
- In the Description Field, enter a description of the service, product being procured.
- Select an appropriate unit of issue. There is a list of value to select from.
- Enter in the unit of issue.
- Update the unit price – for blankets that have fluctuating costs, the Purchasing Agent will select the box “Allow Price Over-Ride” at the line level.
- Supplier Item Field – which is the manufacturer’s part number or detailed description of the product being procured.

#### **8.4.1.12 Save and Approve**

After completing the BPA with all appropriate requirements – The Purchasing Agent must save and approve. In the approval screen, it is Oracle Standard Functionality for the “E-mail button” to be selected, unclick it before approving. Otherwise an error message is generated asking for verification of the e-mail address. E-mail purchase orders are not permitted because they do not easily follow the format and do not include all the required purchase orders information.

### **8.5 Standard BPA Release Content**

#### **8.5.1 For releases that will use an AMMS requisitions**

- The material coordinator will supply an electronic requisition against the end user’s call-out sheet.
- The Purchasing Agent Auto Creates the electronic requisition line into a BPA release. It is recommended to Auto Create one (1) requisition line at a time when applying multiple requisitions for different costs against the same BPA number and add-on any additional requisition lines to the BPA release number. When creating multiple requisition lines at the same time, the order will be switched from the Auto Create screen to the BPA release.
- Verify the unit costs are correct. The total electronic release will reflect the total costs of the call out sheet.

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

- In the Receiver Notes: Invoice Number, Call-Out Sheet Number. NOTE: If release is not for financial transaction only but to order product directly with the vendor, the Purchasing Agent will include in the call-out number supplied to the vendor for matching purposes for Accounting.
- An attachment containing Receiving Notes must be created so that this information will print out on the purchase order release. Some Blanket releases may require additional information on the attachment for matching purposes for Accounting.
- GL number. In the “Flex Field” (which is the beer mug at the end of the line) click on that and you will enter the GL information from the original BPA.
- Verify the price of your electronic release matches the BPA Call-Out sheet given to the Purchasing Agent by the Material Coordinator. If it does not, the Purchasing Agent needs to notify the Material Coordinator to rectify any problems.
- Save and Approve (VERIFY THE COST – Releases will sometime revert back to the original price that is on the BPA).

### **8.5.2 For releases that will use Call-Out Sheets instead of an electronic requisition and charges a customer WBS string in the AMMS Supply System**

- Accounting will give the Purchasing Agent a copy of approved invoice or call-out sheet.
- Go to Purchasing – Release in AMMS.
- Enter BPA number in the PO field – this will populate the header.
- On the line level – enter the line number of the BPA that you will be releasing against – this will populate the line with the information from the BPA. If you only have one line on the BPA, it will automatically default.
- Quantity will be the dollar amount you want to release – say the price is \$385.15 – you will enter 385.15 into the quantity field.
- Enter Need-By-Date – The Need-By-Date is the date the customer’s expressed required delivery date and is not seen on the printed purchase order.
- Enter Promise Date – The Promise Date is the negotiated delivery date and will be the date seen on the printed purchase order.
- Receiver Notes: Indicate the Invoice Number and/or Call-Out Sheet Number for reference. An attachment containing Receiving Notes must be created so that this information will print out on the purchase order release.
- An attachment containing Receiving Notes must be created so that this information will print out on the purchase order release. Some Blanket releases may require additional information on the attachment for matching purposes for Accounting.
- GL number. Click on the “Flex Field” (which is the beer mug at the end of the line) and enter the GL information from the original BPA.
- Add attachments with reference information to be printed on the release such as invoice/packing slip information or internal req. numbers.
- Click on “Distributions,” and enter in charge account to reflect the type of project. EX: For Auto parts the charge number will be: GD.0000.00.0000.00.59050, For Furniture Purchases the charge number will be: GD.0000.00.0000.00.59070. After this is entered, close the distribution screen.

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

- Select “More” tab on the line level of the release and change matching to 2-way.
- Save and Approve.

### 8.5.3 For releases for Expense Purchases which will be charged across the contract as an ODC

- Accounting will give the Purchasing Agent a copy of approved invoice or call-out sheet.
- Go to Purchasing – Release in AMMS.
- Enter BPA number in the PO field – this will populate the header.
- On the line level – enter the line number of the BPA that you will be releasing against – this will populate the line with the information from the BPA. If you only have one line on the BPA, it will automatically default.
- If the price is a specific pre-determine price (without fluctuation), the quantity will be the approved quantity reflected in the invoice or call-out sheet. If it is for a fluctuating unit cost, the quantity will reflect the total call-out sheet value.
- Enter “Promise Date” – Will be the call-out or invoice date.
- Enter “Need By Date” – Will be the call-out or invoice date.
- Receiver Notes: Indicate the Invoice Number and/or Call-Out Sheet Number for reference.
- An attachment containing Receiving Notes must be created so that this information will print out on the purchase order release. Some Blanket releases may require additional information on the attachment for matching purposes for Accounting.
- GL number. Click on the “Flex Field” (which is the beer mug at the end of the line) and enter the GL information from the original BPA.
- Add attachments with reference information to be printed on the release such as invoice/packing slip information or internal req. numbers.
- Click on “Distributions” enter in charge account to reflect the type of project. For INTERNAL procurements, the GL number assigned to the blanket will be used. After this is entered, close the distribution screen.
- Select “More” tab on the line level of the release and change matching to 2-way.
- Save and Approve.

## 8.5 Purchase Order Terms and Conditions

Purchasing Agents must read and understand the Terms and Conditions of the purchase order and forward these terms and conditions to the supplier. Terms and Conditions must be included in all RFQs/RFPs and POs/BPAs. Certain suppliers have their own terms and conditions. In such cases, Purchasing Agents must forward the supplier’s terms and conditions to the Procurement Manager for review and approval. See [Attachment 3](#) “Standard Terms and Conditions”.

## 9.0 OBTAIN ADDITIONAL AUTHORIZATIONS IF REQUIRED

Before a Purchase Order is submitted to a vendor, it may be necessary to obtain additional authorization.

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## 9.1 Contract Officer Approval Requirements

In compliance with [FAR 52.244-2](#), Purchasing Agents are required to obtain the consent of the appropriate NASA Contracting Officer prior to processing certain types of procurements. Purchasing Agents will not commit orders that fall within these criteria until written evidence of appropriate NASA Contracting Officer’s consent to the purchase is obtained. In case of emergency requirements, the Procurement Manager may contact the appropriate NASA Contractor Officer and request a verbal consent prior to receipt of written approval. The following procurements require CO consent prior to submitting the Purchase Order to a vendor:

- Procuring any type of equipment Need CO consent for any equipment purchase
- Procurements which would exceed 5 percent of the Logistic Contract value (over \$10M).

The Business Office will determine if and when procurements of products or services are beyond the scope of work of the prime contract.

When consent of the appropriate NASA Contracting Officer is required, the Purchasing Agent will prepare a submission package supporting the Request for Consent [270-FORM-0112](#) and other required purchase documentation. A copy of the completed consent package will be filed in the Purchase Order File.

## 9.2 Commitment (Signature) Authority

The Procurement Manager, with the advice and consent of the Supply Manager and the Business Manager, assigns individual Purchasing Agents the authority to commit, administer or terminate purchase orders and contracts. Levels of authority are commensurate with purchasing experience and knowledge.

| Level | Maximum Commitment Authority  |
|-------|---|
| 1     | Up to \$3,000 – Junior Buyers, Acquisition Specialist I and II  |
| 2     | Up to \$35,000 – Acquisition Specialist I and II  |
| 3     | Up to \$500,000 – Procurement Manager   |
| 4     | Between \$500,001 and \$999,999 – Procurement Manager (initials)/Supply Branch Manager (signature).                 |
| 5     | Over \$1,000,000 – Purchasing Manager (signature)/Supply Branch Manager (initials)/TRAX Corporate Officer signature |

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<http://gdms.gsfc.nasa.gov> TO VERIFY THAT THIS IS THE CORRECT VERSION PRIOR TO USE.

|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

Purchasing Agents may bind the procurement subcontractor only to the extent of the authority delegated to them. If they do not have this authority, they will refer the matter to the Purchasing Manager who will ensure that a properly authorized Purchasing agent is assigned.

## 10.0 DISTRIBUTION OF PROCUREMENT DOCUMENTATION

Documentation of procurement transactions are maintained both electronically, and in **most** cases, hard copy. There are specific circumstances where creation of a hard copy purchase order file or a printed copy of the BPA release are not required after the transactions have been completed in AMMS. These circumstances are:

- transfers of inventory from one government organization or contractor to another (examples being GSA & DLA FEDSTRIP orders)
- the lack of any financial transaction or invoice payment for the receipt of materials (examples being forms and publications where the transaction is a systematic process of increasing the inventory and tracking distribution without financial obligations to Code 279) or
- transactions that are a result of electronic submission to the current vendor where AMMS does not allow for EDI transmission to generate hard copy release information (for example releases in response to the Just-In-Time contract)

When one or more of the circumstances listed above occur, the Purchasing Agent is required to create a Purchase Order or BPA Release in AMMS in accordance with the guidelines outlined in this work instruction, however, a printed copy of the purchase is not required. Instead, the official record of the transactions will be maintained electronically in AMMS.

### 10.1 Hard Copy Purchase Order and/or Release Distribution

After the purchase order has been created in AMMS with all proper attachments and notes (Section 8), the Purchasing Agent will print out the PO using AMMS. After any additional authorizations have been obtained (Section 9), the Purchasing Agent will sign the original and make appropriate copies and distribute them to the appropriate sections:

- Original Copy – To be kept in the Purchase Order Jacket
- 1 Copy to Accounting – This is an electronic copy that is scanned and emailed to Accounting.
- 1 Copy to Receiving – This is applicable for all Project Parts and Expense Purchase Orders. This copy is stamped with the "Receiving" stamp. The associated WOA numbers will be annotated on the Purchase Order copy that goes to Receiving. This is not necessary for PO revisions that involve delivery date changes only.
- 1 Copy to Receiving – This is only applicable for all Stores Stock procurements of equipment and the PO copy must include the end user's name, phone number, and organization code for tagging purposes.
- 1 Copy to the Vendor as applicable - This may be a scanned copy sent electronically or faxed copy. **It is the Purchasing Agent's responsibility to ensure that the Terms and Conditions are included with all RFQs/RFPs and POs/BPAs – acceptance of the PO/BPA is acceptance of**

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

**TRAX's Terms and Conditions.** If a vendor requires acceptance of its T&Cs, the Purchasing Agent will review the T&Cs and determine if T&Cs are acceptable. Acceptance of questionable vendor T&Cs will be the responsibility of the Procurement Manager or the Supply Branch Manager. Releases which are for financial transactions for payment only do not need to be distributed to the vendor.

- 1 Copy to the Material Coordinator - for Project Parts purchases only.

## 10.2 Work Order Authorizations

Purchases of all material falling within the [scope of the Goddard MS](#) shall be documented with a WOA [GSFC FORM 4-30](#). Purchasing Agents shall work closely with the Material Coordinator and customers to develop the information required for this document, which the Purchasing Agent shall prepare in accordance with the instructions contained in [RITS](#) and in accordance with [GPR 5330.1](#) Product Processing Inspection and Test and [GPR 4520.2](#) Receiving Inspection and Test. Once the material arrives and completes the receipt and inspection process, the completed WOA will accompany be kept as part of the Receiving and Inspection files, scanned and maintained electronically, and made available to customers upon their request. If the purchased material is being delivered directly to the end user, the Purchasing Agent will complete the WOA and forward it to the end user for their completion of inspection data.

## 11.0 FOLLOW UP & EXPEDITE AS NECESSARY

The Purchasing Agent is responsible for not only executing required follow-up, but also for keeping the Material Coordinator, the end user, the vendor and Accounting informed about accurate procurement status and unavoidable and negotiated changes to the purchase order.

### 11.1 Vendor Acknowledgements

The Purchasing Agent must have confidence that the vendor has received, understands and is prepared to fulfill the purchase order. **For all POs, written acceptance is required.**

**Note:** Standard fax confirmation of electronic delivery does not constitute a vendor acknowledgement.

### 11.2 Expediting

The Purchasing Agent must use standardized techniques in following-up to maximize vendor conformance to contractual commitments to service performance and delivery promises. These may include communication by voice, e-mail or fax. In every case, copies of printed communications or memoranda for the record of voice communications shall be preserved and filed in the Purchase Order File. The Purchasing Agent shall use the AMMS Open Order Report to obtain the last available purchase status. The Purchasing Agent shall update the Purchase Order estimated delivery date with all

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new data received from the vendor and updated copies of the Purchase Order shall be distributed in accordance with this work instruction.

### 11.3 Setting Up Standard Purchase Order Files

Purchasing Agents will maintain a Purchase Order File for each procurement. The details of the contents of that file are described below. Careful creation and maintenance of this system of documents provides objective evidence that the buy was conducted properly, that problems encountered were resolved with the participation of the customer, material coordinator and vendor as appropriate, and that documentation of the final receipt of the material is preserved. The Purchase Order File is the first place auditors will look when assessing the efficiency, effectiveness and compliance of the purchasing process, and these files shall be maintained “audit ready” at all times. Completed Purchase Order files shall not contain loose papers.

#### 11.3.1 Labeling

The PO file should be labeled across the top in the following order from left to right in the format shown below.

|                                      |              |           |
|--------------------------------------|--------------|-----------|
| PURCHASING AGENT S INITIALS<br>(ex.) | COMPANY NAME | PO NUMBER |
| AAA                                  | ABC Co.      | 1111      |

#### 11.3.2 Contents

The list of documents that maybe required for a PO file folder and the layout of a PO file folder is outlined on 270-FORM-0128, Purchase Order File Index

**11.3.2.1** As required, the following documents will appear on the right hand side of the purchase order file – IN THIS ORDER:

- Purchase Order File Index
- Purchase Order (most current revision on top)
- Internal Requisition (270-Form-01120)
- Furniture Expense Purchase Requisition (270-FORM-0013)
- Project Parts PR
- Sole Source Justification (270-Form-0112)
- Initiator’s Acquisition Checklist (GSFC 23-59)
- Request for Proposal (RFP)/Request for Quotation (RFQ)
- RFP/RFQ Amendments
- Back up Quotation or Price Confirmation
- Material Coordinator Assistance Form (270-Form-0118)
- Certs and Reps (270-Form-0121)

CHECK THE GSFC DIRECTIVES MANAGEMENT SYSTEM AT  
<http://gdms.gsfc.nasa.gov> TO VERIFY THAT THIS IS THE CORRECT VERSION PRIOR TO USE.

**DIRECTIVE NO.** 270-WI-5100.1.2D  
**EFFECTIVE DATE:** October 7, 2014  
**EXPIRATION DATE:** October 7, 2019

- Contracting Officer Advanced Notification
- DOD Industrial Plane Equipment Requisition (DD 1418)
- Consent Form (270-Form-0114)
- Equal Employment Opportunity (EEQ) Clearance
- Cost Accounting System (CAS) Covered Agreement
- Small Business Subcontracting Plan
- Debarement Verification (EPLS)
- Procurement Summary (270-Form-0116)
- Cost Analysis/Audit
- Memorandum of Negotiations (TINA)
- Technical Evaluations
- Vendors' Rating Report

**11.3.2.2** As required the following will be appear on the left hand side of the purchase order file – IN THIS ORDER:

- Receipts
- Blanket Releases (newest release on top)
- Acknowledgement of PO Receipt from Vendor
- Expediting/Follow Up Information
- Receiving Discrepancies (270-FORM-0068)
- AR Adjustment (270-FORM-0119)
- Return Material Adjustment (RMA)
- Credit Memos
- Evaluation of Performance (270-FORM-0144)

**11.4 Setting Up Blanket Purchase Order Files** Standards of detail, timeliness, accuracy and order are the same for Blanket Purchase Order Files as they are for Standard Purchase Order Files (Section 11.3) The Purchase Order File is the first place auditors will look when assessing the efficiency, effectiveness and compliance of the purchasing process, and these files shall be maintained “audit ready” at all times. Loose papers are not permitted in completed BPA files.

**11.4.1 Labeling** The BPA file should be labeled across the top in the following order from left to right.

|                             |              |            |
|-----------------------------|--------------|------------|
| PURCHASING AGENT S INITIALS | COMPANY NAME | BPA NUMBER |
| (ex.) AAA                   | ABC Co.      | 11111B     |

**11.4.2 Contents** The list of documents that maybe required for a BPA file folder and the layout of a BPA file folder is the same as purchase order files – see 11.3.2.1 and 11.3.2.2.

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<http://gdms.gsfc.nasa.gov> TO VERIFY THAT THIS IS THE CORRECT VERSION PRIOR TO USE.

|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

**11.4.2.1** As Releases are added to the file, they shall be attached to the left side of the file with the back-up information (call-out sheet/invoice). If the file becomes too thick, additional volumes of the BPA can be created.

## **11.5 Contract Administration**

Contract Administration consists of all activities associated with a commercial procurement from the point of the existence of a contractual commitment with a vendor (e.g. the purchase order) until the close out of the PO or BPA File. These activities include expediting, processing of receipts, and handling of discrepancies (both receiving and accounting), invoice approval, terminations, and vendor ratings.

### **11.5.1 Purchase Order or BPA Changes**

Amendments/change-orders/modifications to purchase orders are written when any of the following conditions occur:

- Change in scope of work
- Change in unit price
- Change or correction of extended price
- Any change in delivery date
- Change of F.O.B. point or payment terms
- Increase or decrease in quantity required
- Partial or complete terminations or cancellations
- Change of name or address of vendor
- Change of account number
- Change in delivery point/destination
- Change of Purchasing Agent

In addition to changing purchase orders, there are situations that require changes to the technical description associated with the NSN or changes to the requisition received. These changes are accomplished as described below.

### **11.5.2 Purchase Order or BPA Change Format**

When a Purchasing Agent makes a change to the purchase order or BPA a record of that change shall consist of the following information placed in the Header Area of AMMS Purchase. GSA/DLA Invoices are received by Accounting as hard copy invoices. There is no printed Purchase Order requirement per section 2.3.1. The hard copy receipt is required. Accounting manually matches these invoices as a 3 way match per section 11.5.3. This may be accomplished by adding an attachment to the PO. A hard copy of this revised purchase order must be added to the purchase order file in accordance with sections 11.4.2.1 and 11.5.1 with supporting documentation for the changes located behind it for reference purposes. Order in the following format.

CHECK THE GSFC DIRECTIVES MANAGEMENT SYSTEM AT  
<http://gdms.gsfc.nasa.gov> TO VERIFY THAT THIS IS THE CORRECT VERSION PRIOR TO USE.

**DIRECTIVE NO.** 270-WI-5100.1.2D  
**EFFECTIVE DATE:** October 7, 2014  
**EXPIRATION DATE:** October 7, 2019

Page 56 of 94

CHANGE NO. \_\_\_\_\_ DATE \_\_\_\_\_ LINE \_\_\_\_\_

Description what the change is. A reprint of the purchase order must be included in the purchase order file with any supporting documentation and a copy of the changed purchase order given to the appropriate departments.

### **11.5.3 Payment for Just In Time Subcontract**

The Just-In-Time (JIT) contract invoices are submitted electronically via EDI. Per section 2.3.2 of the Work Instructions, a printed copy of the Release is not needed to match the invoices. These electronic invoices are automatically matched when Accounting personnel retrieve the EDI file. This is a 3-way match per section 11.5.3.

### **11.5.4 Accounts Payable**

The Accounts Payable staff and the AP module of AMMS perform a “three-way-match” of all invoices submitted by vendors to the hard copy purchase orders/BPA/Releases submitted by the Purchasing Agents and the electronic AMMS purchase order. Invoices are processed for payments if they match the hard copy purchase order and electronic purchase orders. In the case of procurements in response to internal requisitions, a “two-way-match” of the invoice to the Purchase Order is sufficient. In addition, the Accounts Payable office requires a “proof of receipt” from the customer or end user. If invoices do not match both, it shall be considered discrepant. All discrepant invoices shall be placed on the “Invoice On-Hold” listing and be provided weekly to the individual Purchasing Agents.. The Invoice On-Hold list includes all invoices that cannot be matched for payment and require the Purchasing Agents assistance. Purchasing Agents are required to resolve discrepancies between the invoice and the purchase order in a timely fashion.

### **11.5.5 Price Discrepancies**

If the Accounting section finds a discrepancy between the price on the invoice and the price on the purchase order, they shall enter that invoice on the “Invoice On-Hold” list and provide a copy of invoice to the Purchasing Agent.

### **11.5.6 Discrepancies that Involve Invoices with Discount Terms**

The Accounts Payable personnel in the Accounting section must identify as a discrepancy any invoice offering a discount that cannot be processed because of missing documentation. The Accounting office shall provide a copy of the invoice to the Purchasing Agent for resolution. The Purchasing Agent shall resolve these discrepancies quickly so that the discount can be taken. Discrepancies involving discounts shall be processed as quickly as possible to avoid losing discounts.

## **11.6 Terminations**

Terminations to purchase transactions are generally the result of default on the part of the vendor or for the convenience of the Government. The vendor shall be considered in default if the vendor fails to (a)

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<http://gdms.gsfc.nasa.gov> TO VERIFY THAT THIS IS THE CORRECT VERSION PRIOR TO USE.

|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

make delivery of the supplies or perform the services within the time specified in the order, (b) perform any other provision of the order, or (c) make progress and that failure endangers performance of the order. If the order is to be terminated for default before the delivery date, the Purchasing Agent shall send a "Cure Notice" provided the delivery schedule permits at least a period of 10 or more days. If the delivery schedule does not permit 10 or more days, the Purchasing agent must issue a "Show Cause" using the formats contained in [FAR 49.607 \(a\) and \(b\)](#) to provide the vendor with an opportunity to indicate why the order should not be terminated.

The Purchasing Agent, by written notice, may terminate for the convenience of the Government a purchase transaction in whole or in part when it is in Government's interest. If an order is terminated, the rights, duties and obligation of the parties, including compensation to the vendor, shall be in accordance with [FAR 49](#) and as of the date of the order.

## **11.7 Supplier Performance Process**

In the buying of supplies and services for the Goddard Logistics Service Contract, the Purchasing Agent shall select qualified vendors, provide the vendor with an adequate description of the supplies or services, evaluate the adequacy of the procured items, and collect and use information to evaluate the vendor and the buying process in terms of quality of past performance, . The vendors shall be rated so that "problem" vendors are identified and action is taken to either cure the problem or cease using the vendor. The following are techniques that procurement personnel will use to collect, document and evaluate vendor performance and take necessary action against underperforming suppliers.

### **11.7.1 Supplier Evaluation Techniques**

All PO's created with a value of \$3,000 and above will receive a supplier evaluation rating from the responsible Purchasing Agent. The Purchase Agent will evaluate the supplier in the areas of quality, timeliness, price/cost, and other as their performance relates to that specific purchase order. These individual supplier performance ratings will be entered into a database so that an average performance score for each supplier can be calculated on a periodic basis.

### **11.7.2 Purchasing Agent Completion of Supplier Evaluations**

When all of the material and services for a purchase order have been received and accepted, the Purchasing Agent will complete a TRAX Evaluation of Performance form, 270-FORM-0144. The Purchasing Agent will include factors such as on-time delivery of the material, whether or not the material received met the requirements of the purchase order, overall price of the items procured, communications with the supplier, and other pertinent elements of the procurement in developing their supplier evaluations. The Purchasing Agent may solicit information from Central Receiving, Project Parts Inspectors, the Material Coordinator, Accounting, and the customer to ensure that the rating encompasses all aspects of the suppliers' performance. Purchasing Agent's ratings are expected to be objective and fair. Supplier rating information and the final evaluation score is considered to be

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|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

confidential, and shall not be released outside of TRAX Supply Branch without proper authorization. At no time should a Purchasing Agent ever discuss or threaten disqualification with a supplier.

The Purchasing Agent will put a completed copy of the 270-FORM-0144 in the associated purchase order file. The Purchasing Agent will also enter the evaluation data from the 270-FORM-0144 for each purchase order into the TRAX Supplier Performance database. This database will collect the individual supplier performance ratings from each Purchasing Agent and sort the data so that an overall average score can be developed for each specific supplier. The Procurement Manager and Purchasing Agents shall access the database to identify suppliers' current performance levels and use that information to assist with the award of new procurements as needed.

### **11.7.3 Supplier Performance Reviews and Corrective Action**

Every 6 months, the Procurement Manager will generate a Vendor Performance Summary report from the TRAX Supplier Performance database that provides the average supplier performance rating for each supplier for the previous 6-month period. Supplier scores will be processed as follows:

1. Suppliers who have an average score of 60 and above are considered to have performed satisfactorily and no further action is necessary.
2. Suppliers who have an average score between 50 and 59 are considered to be poor performers. The Procurement Manager will contact each of these vendors within 30 days of generating the 6-month report to notify them that their performance scores are low.
3. Suppliers who have an average score below 50 are considered to be unsatisfactory performers. The Procurement Manager will contact each of these suppliers within 30 days of generating the 6-month report to notify them that their performance for the previous period did not meet TRAX standards. Vendors will have two evaluation periods of activity to bring their performance up to satisfactory level. Vendors whose performance that do not improve their performance to the satisfactory will be banned from all non-sole source TRAX procurement awards for the period of 1 year.

Disqualification of vendors is considered a serious matter and will be the joint decision of the Procurement Manager and the Supply Branch Manager. Every effort will be made to allow suppliers to improve their performance and meet the evaluation levels necessary to continue to do business with TRAX. Procurement Agents who wish to disqualify a supplier from a particular procurement award due to past performance must obtain the permission of the Procurement Manager or the Supply Branch Manager before doing so.

## **12.0 RECEIVE MATERIAL AND CLOSE OUT**

The job's not done until the paperwork is complete. When the material arrives at GSFC, it is either processed through Central or Project Parts Receiving or delivered directly to the end user. Regardless of the method of delivery or receipt, the final product is some form of confirmation that the material was

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

received and a description of what was received (e.g. packing slip, bill of materials, inspection form, etc). This documentation is provided to both the Accounting section so the associated invoice can be paid, and to the Purchasing Agent who uses the documentation to close out the Purchase Order Folder.

### **12.1 Central/Project Parts Receipt and Documentation**

Any material that is not directly delivered to the end user is processed through either Central or Project Parts Receiving.

**12.1.1** For orders processed through AMMS and received in Central or Project Parts Receiving, an AMMS receiving document is created immediately after inspection and acceptance of the material. Two (2) hard copies of the AMMS receiving document and the associated packing slip are submitted to the Accounting section. In turn, Accounting keeps one (1) copy of the receiving document for invoice payment and provides the second copy along with the packing slip to the Purchasing Agent. The Purchasing Agent uses the receiving document and packing slip as the basis to close out the Purchase Order File. Receiving personnel shall maintain customer signed copies of receipt documentation in accordance with 270 work instructions.

**12.1.2** For Internal Requisitions, Purchasing Agents provide a copy of the Internal Requisition to receiving once the order has been placed with a vendor. When the material arrives, it is processed through Central Receiving, the material is inspected for kind, count and condition and placed on the delivery line. When the item is delivered to the end user, the Transportation driver obtains a customer signature on a copy of the purchase order for proof of delivery, attaches the WOA (for MS materials), packing slip (if available) and forwards this documentation to Accounting and the Purchasing Agent for processing as described in 12.1.1 above.

**12.1.3** For Internal Requisitions processed through Project Parts Receiving, once the inspection has been completed, a proof of delivery and the associated packing slip are provided to Accounting and the Purchasing Agent for processing as described in Section 12.1.1.

### **12.2 Direct Delivery Receipt and Documentation**

Direct deliveries completely bypass the receiving process. As a result, extra effort is required to track these buys to the end user and to obtain an adequate proof of delivery to support invoice payment and Purchase Order Folder close out. Most direct deliveries are for Just-In-Time and furniture. Other unusual buys may be designated for direct delivery orders.

**12.2.1** For furniture receipts the Transportation Dispatcher works closely with the design team to track delivery of furniture buys. When furniture is delivered, the Dispatcher contacts the customer, in person if necessary, to verify that the installation was complete. In this case, [270-FORM-0103](#), Invoice Routing and Payment Authorization, is signed by the customer to indicate that the goods and services were accepted. This form, along with the invoice and original design team work request are routed to Accounting and then Purchasing Agent for close out as described in 12.1.1 above.

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**12.2.2** For miscellaneous direct deliveries, the Purchasing Agent works directly with the Material Coordinator or customer to verify delivery and acceptance of the procurement. This may take a variety of forms (e.g. concurring e-mail, signed packing slip, delivery ticket etc.) Appropriate proof-of-delivery and invoice information are routed to Accounting and the Purchasing Agent for close out as described in Section 12.1.1.

**12.2.3** For Just-In-Time deliveries, the JIT delivery driver provides proof-of-delivery directly to the JIT Material Coordinator for close out as described in Section 12.1.1.

### **12.3 Resolving Receiving Discrepancies**

Processing receipt discrepancies requires coordination between the Purchasing Agent, the Material Coordinator, the Customer, Receiving and Accounting depending on type of requisition. While each of these individuals has a responsibility for resolving discrepancies, the Purchasing Agent is normally in the best position to take the lead. Discrepancies will be handled quickly to minimize delays in shipment of material and/or services to the end user.

#### **12.3.1 Incoming Receiving/Inspection**

Normally, Receiving Inspectors in Central Receiving and Project Parts are involved in identifying discrepant material. However, for direct deliveries, the Transportation Dispatcher and/or the Purchasing Agent are also responsible for working with customers to document receiving discrepancies.

##### **12.3.1.1 Receiving Inspectors will:**

- Identify the discrepancy and annotate the receiving document and the vendor's packing list with the discrepancy.
- Segregate the discrepant material and coordinate with the Purchasing Agent to resolve the discrepancy. The Receiving Inspector will notify the Purchasing Agent of receiving discrepancies on a Receiving Discrepancy Form ([270-FORM-0068](#))

##### **12.3.1.2 Common reasons for receiving discrepancies are:**

- Wrong part number
- Wrong part
- Discrepant: mechanically, electrically, visually
- No identification or documentation
- Over shipment
- Duplicate shipment
- Substitute
- Short shipment
- No due-in
- Packaging (static sensitive) not proper
- In-transit damage
- Insufficient shelf-life
- Misconsigned or incorrectly billed items
- Vendor or shipper damage
- Manufacturer's data information (ex. Certificate of Compliance for Space Flight and MSDS for hazardous materials or package slips)

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**DIRECTIVE NO.** 270-WI-5100.1.2D  
**EFFECTIVE DATE:** October 7, 2014  
**EXPIRATION DATE:** October 7, 2019

Page 61 of 94

**12.3.2** Discrepancies are ultimately the responsibility of the Purchasing Agent to resolve whether or not they receive assistance from others to accomplish this act. The Purchasing Agents are responsible for the following actions:

- **Documenting Discrepancies.** The Purchasing Agent will notify the Receiving Inspector of action taken on the [270-FORM-0068](#) and what actions the Inspector can expect to happen (such as pick-up date by the vendor or Purchase order updated to receive in overage). Copies of the appropriate documents will be included in the Purchase Order File.
- **Carrier Damages.** Carrier damages will be documented at GSFC or the customer site on the U.S. Government Freight Loss/Damage Claim ([SF 362](#)). The Traffic Management section will prepare the claim form with a copy to the Purchasing Agent to be included in the Purchase Order File.
- **Interfacing with the Vendor.** The Purchasing Agent will contact the vendor to coordinate the direct return of material. The responsibility for the costs associated with returning material will be based on the cause of the discrepancy and will be fairly negotiated by the Purchasing Agent with the supplier and the customer, as needed, until an agreement is reached. The Purchasing Agent is responsible to obtain all necessary documentation from the vendor or to create the necessary shipping documents on behalf of the vendor and to then submit this information to the appropriate Receiving Inspector to be processed.

Note: The Purchasing Agent will use good judgment when resolving discrepancies with vendors. Items will be returned for substantive reasons only.

- **Part Number Changes and Substitutions.** The Purchasing Agent will coordinate any part number changes and other catalog data changes when substitutes are received with the appropriate Material Coordinator before the Purchase Order is awarded. The Purchasing Agent will:
  - Request that Material Coordinator research the part number as required to determine if material received is an acceptable substitute and update the catalog data as needed.
  - If material received is not an acceptable substitute, annotate "Not Acceptable" on the Receiving Discrepancy Report [270-FORM-0068](#).
- **Material Coordinator Actions.** The Purchasing Agent will use the Receiving Discrepancy Form to coordinate discrepancies involving overages, shortages, duplicate shipments or substitutions.
  - When a substitute item is accepted, the Material Coordinator will take necessary actions in the AMMS database.
  - Any acceptance of a substitute, duplicate, over-shipment or under-shipment will be concurred with by the Material Coordinator/end user. In a situation where a shipment can impact space in the warehouse (such as paper deliveries), the Supply Branch Manager will approve.
  - Shelf-life and hazardous characteristics will be considered when evaluating duplicate shipments and over shipments.
- **Drop Shipment Actions.** Drop shipment customers will notify the Purchasing Agent via FAX, e-mail, or telephone to report shipping discrepancies. The Purchasing Agent will notify the Material Coordinator of the action taken to resolve the discrepancy.

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

- Resolved Discrepancies. If it is determined that the discrepancy is resolved and the material will be acceptable, documents will be returned to Central Receiving with appropriate instructions annotated on the Receiving Discrepancy Form [270-FORM-0068](#).
- Project Parts Receiving Discrepancies. Discrepant Project Parts materials that fall under the Goddard MS are processed as non-conformances in accordance with [270-WI-4520.2.1](#), Receiving Project Parts.

**12.4 Latent Defects** A latent defect is any defect that is detected in the material after it has been released to the end user and the procurement has been closed out in AMMS. Examples: This can happen when a customer discovers a defect during their own inspection or when the material is in use. Or, it can be the result of a manufacturer recall. When the Material Coordinator or Purchasing Agent is notified of a latent defect or rejection of material by the customer, they will contact the supplier to investigate their return policy and notify the Accounting Office of the rejection and impending credit.

#### **12.4.1 Straight Returns for Credit**

The Purchasing Agent shall work with Central Receiving to secure a Return Material Authorization (RMA) from the Vendor and will provide notification to the Accounting Office when complete. Central Receiving will use the documentation provided by the Purchasing Agent and work with the vendor to return the material using the shipping method selected. Central Receiving will work with the vendor to return the material using the method selected by the vendor. When Accounting receives the vendor credit memo they will process the credit in AMMS and notify the Functional Analyst who will process the RMA in AMMS. Once the RMA has been completed, the Functional Analyst will notify the Purchasing Agent who will then close out the line item on the Purchase Order.

#### **12.4.2 Material Exchange**

If the material in question is exchanged for another equivalent type item, then the Purchasing Agent should contact the supplier for a credit on the original material received. The Material Coordinator establishes a new requisition for the exchanged material and the Purchasing Agent will create a new line on the existing purchase order to reflect the new material obligation. The return for the exchanged material and subsequent credit is then processed as stated above in 12.4.1. The receipt and close-out process for the newly established exchanged material will be processed in accordance with 12.1.1.

#### **12.4.3 Material Exchange for Like Material**

If the material in question is exchanged for exact like kind material, there is no RMA needed and no adjustment to the Purchase Order by the Purchasing Agent is necessary. Accounting should receive one bill for the exchanged material along with a corresponding credit for defective material previously paid for. This will create a net zero dollar transaction when processed through AMMS Accounts Payable.

#### **12.4.4 Follow-On Action**

When the material being returned is due to a defect with the material itself and there is the likelihood that other customers may have received like items, the Supply Branch Manager shall notify the Code

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

270 Supply Monitor NASA/GSFC Alert Coordinator of the defect and action(s) taken. This action is taken for all Project Parts electrical and mechanical parts where a defect is found as well as for other safety related materials such as space heaters. For material that falls within the scope of the Goddard Management System, nonconformance reporting may also be required in accordance with Section 13 of this WI.

### 12.5 Posting Receipts

The Purchasing Agent is responsible for ensuring that their own purchase order receipts are posted. Other individuals may assist with posting receipts; however, the Purchasing Agent is still responsible for ensuring that their receipts are posted in accordance with these procedures.

- Upon receiving the receipts, the Purchasing Agent will pull the associated purchase order files.
- Using the Received Stamp, post the receipt date against the associated purchase order line. If the receipt being posted is for the entire line quantity, the Purchasing Agent will stamp and date the line. If the receipt is for a partial quantity, in addition to stamping and dating the line, the Purchasing Agent will note the quantity received next to the date. Some purchase order lines will have multiple receipts created against them.
- After all of the lines of the purchase order are received in, the Purchasing Agent will stamp the file as complete using a “Complete Stamp”.

### 13.0 Protection of Federally Mandated and Sensitive Data and Materials

Occasionally, TRAX procurement staff may be requested to provide technical data or technology that is export-controlled as defined by the International Traffic in Arms Regulations (ITAR) in 22 CFR Sections 120-130 or by the Export Administration Regulations (EAR) in 15 CFR Parts 300-799 to vendors as part of the procurement process. Distribution of this data and technology, in any shape or form, is highly restricted and regulated by the Federal Government. **As TRAX employees you shall not – directly or indirectly – share, sell, export, re-export, transfer, divert or otherwise dispose of any products, software, or data received to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the Procurement Manager or the Supply Branch Manager.**

Purchasing Agents must obtain approval before sharing technical data with any foreign or domestic entity in accordance with ITAR and EAR regulations and TRAX company policy.

**13.1 End User Certificates** TRAX Purchasing Agents often procure components that are subject to the export control requirements of the ITAR. Vendor’s doing their due diligence to meet the requirements of the ITAR may require completion of an End User Certificate before accepting the PO or completing work on an existing PO. **End User Certificates are not to be completed by TRAX Procurement Agents – the End User Statements are forwarded through the appropriate MC to the Project to complete and sign the certificate.** The completed certificate is returned to the Purchasing Agent where

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

a copy is placed in the PO folder and a copy is returned to the Vendor. Conflicts should be reported to the Procurement Manager or the Supply Branch Manager.

## 14.0 NONCONFORMANCE REPORTING

The overall Nonconformance Lead (NCL) for the activities in this work instruction is the Code 273 Supply and Equipment Management Branch Head. The NCL serves as the principal point of contact within ILMD responsible for the management and proper functioning of the nonconformance process in that functional area, provides technical oversight and identifies nonconformance trends that may require changes to existing policies or procedures, and reports significant issues to higher management. The NCL is also responsible for reviewing and processing Problem Reports (PR's) and Nonconformance Reports (NCR's) received from any source as well as directing and documenting corrective actions taken in response to PR's and NCR's. The primary documentation for these activities shall be created in the automated Problem Reporting/Problem Failure Reporting (PR/PFR) system or the Nonconformance Reporting/Corrective Action (NCR/CA) System, which are accessed via the GSFC MS website.

### 14.1 Minor Nonconformances

As determined by the appropriate Code 270/279 Functional Branch Head, some nonconformances will be managed outside of the PR/PFR and Audit/NCR systems. There is no single method for documenting and dispositioning these minor nonconformances. All minor nonconformances shall be recorded in an approved record, and, the cognizant supervisor shall review the documentation and determine the most appropriate disposition. In those instances when a close out action is necessary, it will also be annotated in an approved record.

### 14.2 Nonconformance Initiation and Disposition

After the NCL reviews a PR or NCR, the NCL shall request and/or develop disposition recommendations. For most nonconformances, this will be an internal process. In the case of services provided directly under the direction of operational Projects, the appropriate Project personnel shall be consulted. In some cases, the Project may assume control of the PR or NCR process. In those cases, the NCL will update the PR or NCR to show this transition. In all other cases, the NCL shall lead the PR or NCR disposition process.

Once the review is complete, the NCL shall input the disposition into the PR/PFR or Audit/NCR system. In cases where policy may be affected, the ILMD management shall be consulted prior to completing the disposition process. If no corrective actions are required, the NCL shall close out the PR or NCR.

### 14.3 Corrective Actions

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

If resolution of the PR or NCR involves initiation of corrective action, the NCL shall continue to update the PR or NCR with root causes, actions taken and remedial actions if and when they are part of the corrective action process. Upon completion of all corrective actions, the NCL shall close out the PR or NCR. In some cases corrective actions will point to other nonconformance issues that need to be resolved. If this happens, the NCL shall create a follow-on PR or NCR, and the process will begin again.

### **15.0 Process for Deviation Notification or Deviation Approval**

In those instances where there is deviation between this WI and the FAR, NASA FAR Supplement, or other procurement directives, the deviation and approval for the deviation must be reported to and approved by TRAX's Supply Branch Manager or TRAX's Procurement Manager.

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|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

Page 67 of 94

## Appendix A – Definitions

### **Alert:**

A formal description of a problem found in items such as EEE parts, materials or equipment that is determined likely to be found in other lots of the same or similar items. An Alert is prepared by an organization that discovers the problem and submitted to Government/Industry Data Exchange Program (GIDEP) for distribution. An Alert describes a performance or reliability issue or safety hazard.

### **GLTIC Support Contractor Business Office:**

The GLTIC Support Contractor Business Office provides oversight and guidance relative to contractual requirements, consent requirements, customer resources and cost allowability issues. All in-house requisitions receive final approval, verification of accounting codes and determination of consent requirements via the Business Office.

### **Government/Industry Data Exchange Program (GIDEP):**

A cooperative program that collects and distributes Alerts and Safe Alerts to participating organizations throughout the aerospace industry.

### **Order Acknowledgement**

Formal, written acceptance (fax, e-mail, letter) of an order by a vendor is required for all purchase orders, purchase orders changes, and BPAs. Acceptance indicates the purchase order was received and understood but not necessarily accepted. Fax machine confirmation from Code 279 to vendor, do not meet this criterion.

### **Project Parts:**

Electro Electronic Electromechanical (EEE) parts or mechanical hardware that are obtained by the Code 279 Project Parts Team for distribution to projects. These parts may be used by the projects for engineering and/or flight equipment.

### **Receiving Inspection Instructions:**

Technical guidance provided by the initiator of a procurement included in the procurement package and directed to Code 270 Receiving Inspectors.

### **Safe Alert:**

A formal description of an equipment safety problem found in materials or equipment that is determined likely to be found in other lots of the same or similar items. A Safe Alert is prepared by the organization that discovers the problem and submitted to GIDEP for distribution.

## Appendix B - Acronyms

|                   |  |
|-------------------|--|
| AMMS              | – Advanced Materials Management System                 |
| Audit/NCR         | – Audit/Nonconformance System                          |
| BPA               | – Blanket Purchase Agreement                           |
| DTO               | – Direct Turn Over                                     |
| EEE               | – Electrical, Electronic, Electromechanical parts      |
| EPLS              | – Excluded Parties List System                         |
| FAR               | – Federal Acquisition Regulations                      |
| F.O.B.            | – Free-on-Board  |
| GIDEP             | – Government/Industry Data Exchange Program            |
| GL                | – General Ledger                                       |
| GLTIC             | – Goddard Logistics and Technical Information Contract |
| ILMD              | – Information and Logistics Management Division        |
| ITAR              | – International Traffic in Arms Regulations            |
| JIT               | – Just-in-Time   |
| MC                | – Material Coordinator                                 |
| MS                | – GSFC Management System                               |
| NCL               | – Nonconformance Lead                                  |
| NCR               | – Nonconformance Report                                |
| NEMS              | – NASA Equipment Management Section                    |
| NFS               | – NASA FAR Supplement                                  |
| NPROP             | – NASA Property Management System                      |
| ODC               | – Other Direct Charge                                  |
| PDL               | – Product Design Lead                                  |
| PNM               | – Price Negotiation Memorandum                         |
| PO                | – Purchase Order                                       |
| PPD/ADD           | – Prepaid and Added                                    |
| PR                | – Purchase Requisition                                 |
| PR/PFR System     | – Problem Reporting System                             |
| QAR               | – Quality Assurance Requirement Code                   |
| “Reps. And Certs” | – Representations and Certifications                   |
| RDD               | – Required Delivery Date                               |
| RITS              | – Receiving Inspection and Test System                 |
| T&Cs              | – Terms and Conditions                                 |
| TMS               | – Traffic Management Section                           |
| VECP              | – Value Engineering Change Proposal                    |
| WBS               | – Work Breakdown Structure                             |
| WFF               | – Wallops Flight Facility                              |
| WI                | – Work Instruction                                     |

## **Attachment 1 STANDARDS OF CONDUCT, CONFLICTS OF INTEREST AND VENDOR RELATIONS**

### **A1.0 Introduction**

This addendum defines standards of conduct expected of Purchasing personnel in their relationships with suppliers. It is the policy of (Code 279) to maintain the highest ethical standards in relationships with suppliers. This policy defines corporate policies relating to conflicts of interest, standards of conduct and vendor relations. This addendum applies to all GLTIC personnel conducting business with vendors/suppliers.

### **A1.1 Responsibility**

- a. The Code 279 Program Manager is responsible for implementing this policy and procedure.
- b. All Code 279 Managers and Supervisors are responsible for assuring compliance with this policy.
- c. This policy applies to all elements of Code 279. Any instance of prohibited conduct shall be reported to the Supply Operations Branch Manager

### **A1.2 Federal Supply Class Assignments**

Federal Supply Class assignments will be rotated periodically (at least annually) to protect the Purchasing Agent and Code 279 from appearance of bias toward a vendor.

### **A1.3 Standards of Conduct**

Code 279 regards good supplier relations and demonstrated integrity of its employees as indispensable sources of company goodwill. It is the obligation of the company and its employees to preserve and protect these values. Any violation of these standards of conduct may result in disciplinary

action which may include immediate discharge. Where evidence of violation of federal or state law comes to the attention of the company, Code 279 will report such evidence to appropriate authorities, consistent with its obligations to the United States Government and with its civic responsibility. Examples of prohibited conduct include:

a. Kickback of Items of Value. The acceptance of tangible and intangible items of value from an organization which seeks or participates in supplying company requirements is prohibited. Kickbacks are defined as money, fee, commission, credit, gifts, gratuities, or a thing of value or compensation of any kind valued in excess of \$25. GLTIC personnel who solicit or accept will be subject to disciplinary action, termination and possible criminal penalties under the law. The provisions of the Anti-Kickback Act of 1986 ([FAR 52.203 -7](#)) will be strictly adhered to, including:

- Providing or attempting to provide or offering to provide any kickback.
  - Soliciting, accepting or attempting to accept any kickback.
  - Including, directly or indirectly, the amount of any kickback in the purchase price charged by a vendor.

GLTIC personnel are prohibited from soliciting or accepting vendor supplied "free samples" of materials for use by themselves, their families, or their co-workers without approval by Code 279 management. GLTIC personnel must notify their respective Branch Head upon receipt of free material from a vendor and the Branch Head will determine the disposition of the material. Code 279 personnel may request that vendors display and provide free samples of materials at ILMD sponsored events, such as the annual GSFC office products show. On these occasions, vendor supplied free samples may be provided to GSFC, WFF, or NASA HQ employees as part of the formally sponsored event.

- b. Price Fixing. Includes oral, tacit, and implied agreements or understandings to adhere to certain

prices. Almost any communication among competitors relating in any way to current or future prices or other terms and conditions of sale or purchase may result in a price fixing charge.

- c. **Bid rigging.** Involves any agreement to refrain from bidding, to bid at a certain price, or to submit a "protective" bid (a bid that is obviously less favorable than a competitor's bid).
- d. **Territorial or Customer Allocation** Any agreement among competitors which contemplates or results in a division or allocation of customers or territories to be served is prohibited.
- e. **Refusal to Deal.** Agreements among competitors to refuse to sell to or purchase from any person are prohibited.

#### **A1.4 Conflicts of Interest**

Code 279 requires its employees to avoid conflicts of interest between their obligations to the company and their personal affairs. No employee of the company should have an economic interest, position, or relationship with any person, firm or corporation with which Code 279 employees do business or competes, as would influence the actions of the employee on behalf of the company. It should be emphasized that the holding of an interest in a competitor, supplier or customer does not necessarily indicate a conflict of interest. This disclosure of such holding in most instances will be enough to make clear that no such conflict exists.

Any direct, indirect, or potential conflict of interest will be documented, including the nature of the conflict of interest and its resolution, and will be resolved according to the circumstance to protect the interest of the employee and Code 279. All such circumstances will be brought to the attention of the Program Manager who will ensure action is taken to avoid both the substance, and the appearance of a conflict of interest.

It is required that disclosures be made to the Code 279 Program Manager revealing the nature and extent of any direct interest or, to the best of the employee's and his immediate family or household knowledge, indirect interest, with respect to any person, firm, or corporation which:

- a. Competes or may reasonably be expected to compete against the company for sales of goods, materials, services, or property of any kind, or
- b. Supplies or may reasonably be expected to supply to the company goods, materials, services, or property of any kind, or
- c. Code 279 supplies or may reasonably be expected to supply goods, materials, services or property of any kind.

#### **A1.5 Vendor Relations**

Procurement personnel will be aware of the human relations factor in their dealing with vendors. Any problem areas regarding relations with vendors or involving policy that cannot be resolved by the personnel involved must be referred to the Procurement Manager and/or the Supply Branch Manager. The GLTIC Support Contractor Business Office will check with vendors periodically to determine any irregularities or questionable conduct in dealing with Code 279 Purchasing Agents. Vendors and employees will be encouraged to contact the Code 279 Business Office to report in confidence possible wrongdoing.

Requests for price and delivery information from vendors shall only be made by Procurement, or with the specific authority of Purchasing. Requests for technical information may be made without the authority of Procurement. Information that pertains to the function of Procurement which is developed during technical discussions shall be sent to cognizant Procurement personnel.

Procurement, in its contact and association with vendors, can enhance or detract from the GLTIC Support Contractor's good name. Goodwill is

essential between Code 279 and its vendors. The Purchasing Agent, in his contact with vendors, must be courteous, obtain all possible information regarding the vendor's product or service, conserve the vendor's and his own time and use care and discretion in the processing of information between the vendor and Code 279. The following items set forth a guide for purchasing personnel to observe in their dealings with vendors.

a. Fairness

- Give all vendors a full, fair and courteous hearing on any subject, relative to his product or service, which may be applicable to our needs.
- Keep competition open and fair.
- Bids should reflect the vendor's best price, as revision to bids will not be accepted.
- Keep buying specifications fair and clear, and avoiding impossible or unnecessary requirements.
- Understand the seller's difficulties.
- Ensure material rejections and return requests are justified.
- Do not require vendor performance or actions to be above and beyond what is reasonably needed for the procurement.

b. Integrity

- Observe good business practice in all transactions with vendors.
- Respect the confidence of the vendor as to quotations or other confidential information.
- Keep free from obligation to any vendor.

c. Service

- Answer letters promptly.
- Respect the confidence of the vendor as to quotations or other confidential information.
- Keep free from obligation to any vendor.

d. Progressiveness

- Keep an open mind on new methods and materials offered.
- Encourage tests or trials on products that may be of value to Code 279.

## **A1.6 Business Relations**

Good relations between Code 279 and its suppliers are essential for the orderly and economical transaction of the daily Purchasing business. Persons who have been treated fairly and with respect are always willing to give assistance whenever it's needed. A business relationship should never be presumed upon. In their negotiations with the supplier, Purchasing Agents should be specific and firm, but reasonable.

- a. Visits to Maintain Contact Visits to Vendor's facilities for sound business reasons by Purchasing personnel are in good order. Such visits permit a better understanding of vendor's problems, methods, and products.
- b. Correspondence Confirm verbal discussions, understandings, and agreements by letter, e-mail or fax. These letters must be logical, courteous, and yet firm. Letters or telegrams received call for a prompt reply. If answers cannot be found at once an interim reply should be made explaining the situation and informing the person requiring the information when he/she may expect an answer.
- d. Use of Telephone In many cases telephone conversations are the main contact with vendors. As such, it is important that tact and proper presentation become matters of habit.

## **A1.7 Reciprocity and Trade Relations**

It is Code 279 policy to make sales on the basis of excellence of product and service, fair pricing, and honest salesmanship, and to make purchases on the basis of quality, service, and price. It is against Code 279 policy to seek, to obtain, or to retain business by agreeing to purchase supplies from a particular customer. There is nothing improper in selling our services to companies that happen to be our suppliers, or in buying from suppliers who happen to use our

|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

services, so long as this does not result from the practice of reciprocity.

## **Attachment 2**

### **CONDUCTING AND DOCUMENTING NEGOTIATIONS**

#### **A2.0 Introduction**

Negotiation, from the point of view of purchasing, is the process of reaching agreement on price. Price analysis, which aims to identify a fair and reasonable price, is sound preparation for negotiation. Negotiation and price analysis are based upon:

- a. A thorough understanding of the requirement.
- b. Knowledge of market forces that affect the procurement.
- c. Awareness of the strengths and weaknesses of the purchaser's position.
- d. A grasp of the offeror's pricing policies and market position and a good guess as to the offeror's negotiation objectives.
- e. Ability to make a good case for purchaser's position.
- f. Knowledge of which issues are negotiable.

Because each procurement is unique, the Purchasing Agent should approach the task analyzing a vendor's price and negotiating the final price with no preconceived notion of price reasonableness. Understanding pricing and negotiating theory and practice will assist in reaching a good agreement at a fair and reasonable price.

Both the purchaser and the offeror want to reach agreement, but probably on different terms and at different price levels. The purchaser wants the best deal, but the price objective should represent what the purchaser believes to be an achievable goal to be reached through negotiation. That objective should encompass a range of reasonable prices.

Establishing formal objectives facilitates the identification of what is significant to the negotiation. In complex procurements, many factors may affect quality and price. A systematic procedure in

preparing for negotiation will avoid overlooking important issues.

#### **A2.1 Factors Affecting Price Objectives**

Price, quality, quantity, and terms and conditions are interrelated; but each factor should be considered separately before establishing the price objective. Specific factors related directly to pricing and the price objectives of each party are shown in Table A2-1.

To establish a price objective, one should first review the procurement situation, taking another look at the proposals, inspecting the products offered or services proposed, and validating the purchase request requirements. Next, one should consolidate and validate the findings from price analysis, evaluate the data and each price, and establish the objective: the range of prices one is willing to pay. One can do this him/her-self or with the help of specialists.

Generally a range of prices will be available, any of which might be acceptable, rather than a single objective. Because of imperfect knowledge, assumptions will be made regarding specific facts, physical differences in products and the effect these have on price, for instance. If an assumption proves to be sound, one price might be okay. If the facts don't support that assumption, a different price would be indicated. For these reasons, a range of prices is preferred over a single point price as a negotiation objective. Part of negotiation is spent in establishing the facts that support a meaningful price. Differences in facts should lead to different conclusions as to price. A range recognizes the possibility of justifiable shifts in price during negotiation. It is good business to understand the appropriateness of moving away from a preferred price to end up with one that is fair and reasonable.

One should then compare the range with the offer or offers to identify significant differences. One may want to speculate about the firmness of the offers, to

anticipate responses to facts and counteroffers, and to estimate the likelihood of a take it or leave it response or a compromise offer.

## **A2.2 Using Findings in Negotiation**

Perhaps the most important lesson to be learned from price analysis is that it is the price, the *bottom line*, which is important. One bargains to reach agreement on the price for the work, even when one has used cost or pricing data in analyzing the offer.

Price analysis focuses on value and the realities of the marketplace. In so doing, it prepares one to respond to offerors' assertions and objections. For example, if an offeror alleges that acceptance of the Purchasing Agent's price objective would mean a loss on the contract, the Purchasing Agent can demonstrate that the offeror will not be competitive without a reduction, no matter what the offeror's costs look like. In so demonstrating, of course, the Purchasing Agent cannot disclose the prices of other offerors or tell the offeror a price to meet in order to get the award. Further, the Purchasing Agent might respond to an offeror's attempt to, for example, raise prices 15 percent above the prices paid on the last procurement by noting that the producer price index indicates on a 4-percent increase and that market data show a 10-percent decrease in the cost of raw materials. The Purchasing Agent might go farther and suggest that the offeror review the advertisements and published catalogs and price lists of other producers, suggesting thereby that the offeror's price is not competitive.

Such approaches remind the offeror that he or she must be competitive to obtain the award, no matter what costs are and no matter what profit he or she would like to realize. The market, more than any auditor or any challenge to the offered price, will support obtaining a reasonable price.

| <b>Table A2-1 THE EFFECT OF KEY FACTORS ON A PRICE OBJECTIVE</b>                |   |
|---|---|
| <b>FACTOR</b>   | <b>EFFECT ON PRICE OBJECTIVE</b>  |
| Past and projected volume of sales; past and present dollar amount of purchases | Larger volume or amount usually means lower prices. Potential loss of income puts pressure on the offeror. Lower volume or amount might mean higher prices. In either case, consider total volume or added dollars, not just one particular order   |
| Current market conditions   | A seller's market with high demand weakens the Purchasing Agent's position. Similarly, an inflationary market indicates higher prices. Excess capacity can create a Purchasing Agent's market and strengthen the Purchasing Agent's position.       |
| Extent of competition   | Market forces tend to drive prices down when competition is strong. If competition slacks but demand stays strong, balance shifts to the seller – and Purchasing Agent expectations for lower prices are weaker                                     |
| Desire for business   | An offeror eager for work can be expected to propose attractive prices. The relationship between ideal capacity and fixed costs should indicate the offeror's need for business. Similarly, an offeror's interest lag when it operates at capacity. |
| Inventory   | An offeror with excess inventory is likely to propose attractive prices to reduce inventory carrying costs.   |

|                     |  |
|---------------------|--|
| Type of product     | A mass-produced commercial product should be priced lower than a unique product                          |
| Price adjustment    | An offeror should accept lower prices when contract provisions reduce risk                               |
| Urgency of purchase | Purchases requiring additional effort because of short delivery deadlines normally command higher prices |

### **A2.3 Documenting a Negotiation**

Once analysis and negotiation have been completed, the Purchasing Agent must prepare a complete and accurate account of the negotiations. This written account is called the price negotiation memorandum (PNM).

A PNM presents a concise summary of all offers received. It should note the exceptions taken by offerors to the requirements of the solicitation. It details the offeror's proposal, the Purchasing Agent's going-in position, and the final terms negotiated and should explain all significant differences. The PNM identifies the counteroffers made during the negotiation and explain the Purchasing Agent's response to them. It includes the findings and conclusions from price analysis. The PNM must be clear and support the negotiated price. If the agreed-to price is beyond the range established as a pre negotiation objective, an explanation is required.

The PNM tells the story of the negotiation. It is, first, a document that establishes the reasonableness of the agreement the Purchasing Agent has reached with the company and one of its purposes is to sell the contract to management. Second, it is the permanent record of the Purchasing Agent's decision. It charts the progress from proposal through negotiations and does so in specifics.

|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

The PNM provides a person who may lack direct knowledge of the contract with clear and concise information about the key issues. It tells:

- a. What the contractor proposed.
- b. What analysis revealed.
- c. What happened in negotiations.
- d. The basis for deciding that the agreed-to-price was fair and reasonable.

A well-written PNM:

- a. Provides a clear description of what happened and how central issues were handled.
- b. Assists anyone who needs to reconstruct the events of a procurement action.
- c. Is a source of valuable pricing information in future procurements.
- d. Can illustrate what analysis was done and how successful those efforts were.
- e. Can highlight problems and provide information that may prevent repetition of past mistakes.

## **Attachment 3**

### **Standard Terms and Conditions**

#### **A3.1 Definitions**

As used throughout this Purchase Order (Order or Agreement) the following terms shall have the meanings set forth below.

- a. The term "Seller" refers to the Vendor to whom this Order is issued.
- b. The term "Purchaser" refers to TRAX International (TRAX)
- c. The term "Government" refers to the
- d. U.S. Government as represented by the Agency awarding the prime contract to the Purchaser under which this Order is placed.
- e. The term "Articles" refers to the goods, products, supplies, assemblies, technical data, drawings, services, or other items constituting the subject matter of this Order, which are to be provided by the Seller to the Purchaser.

#### **A3.2 Seller Status**

Seller is an independent contractor. This Purchase Order does not establish any other relationship between the Parties such as employee/employer, partners, joint ventures, agents, or other similar relationships. This Purchase Order does not create any contractual relationship between Seller and the Government.

#### **A3.3 Section Headings**

The Section Headings in these terms and conditions have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the Articles to which they pertain.

#### **A3.4 Purchase Order Acceptance**

The Purchase Order itself, these terms and conditions and any attachments to the purchase order form this Agreement. Acceptance of this Agreement is expressly limited to these terms. Any of the following acts by Seller shall constitute acceptance of this Agreement and all of its terms and conditions: (a) Seller's execution of this Agreement, (b) returning

Seller's own form of acknowledgment, (c) beginning performance in accordance with this Agreement, or (d) informing Purchaser in any manner of commencement of performance. Any term or condition stated by the Seller in any prior proposal, in acknowledging this Order, or otherwise shall not become part of this Agreement and shall have no binding effect on Purchaser unless specifically accepted in writing by Purchaser and incorporated into this agreement by written modification.

#### **A3.5 Examination of Purchase Order**

Seller represents that it has thoroughly examined all parts of this Order and believes them to be complete, consistent, and accurate. If Seller concludes during the performance of the work that any portion of this Order is inaccurate or incomplete, or that there are inconsistencies, it shall refer the matter to Purchaser for resolution before proceeding with the work in question. If Seller proceeds before obtaining such resolution, Seller shall be deemed to have proceeded on its own account, and, whether or not the course Seller has chosen is satisfactory to Purchaser, Seller shall not be entitled to any increase in the price or extension of the performance schedule. If the course Seller has chosen is unsatisfactory to Purchaser, Seller shall promptly, upon request by Purchaser and at Seller's own expense, follow the course directed by Purchaser and make all adjustments that may be required as a result of Seller following another course.

#### **A3.6 Work on Purchaser's or Its Customer's Premises**

If Seller's work under this Order involves operations by Seller on the premises of Purchaser or one of its customers, Seller shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work, and except to the extent that any such injury is due solely and directly to Purchaser's or its customer's negligence, as the case may be, Seller shall indemnify Purchaser against all loss which may result, in any way, from any act or omission of Seller, its agents, employees, or Sellers.

#### **A3.7 Delivery**

Time is of the essence for this Order, and no acts of Purchaser including without limitation modifications of this Order or acceptance of late deliveries shall constitute waiver of this provision. Purchaser also reserves the right to refuse or return, at Seller's risk and expense, shipments made in excess of Purchaser's orders or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates.

### **A3.8 Notice of Delays**

In the event Seller encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with this Order's delivery schedule or dates, or whenever Seller has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Order, Seller shall immediately notify Purchaser, in writing, giving pertinent details. This notification shall be informational only and compliance with this provision does not excuse Seller from complying with the schedule or delivery date or deny to Purchaser any rights or remedies provided by law or under this Order.

### **A3.9 Shipping Instructions**

For material purchased F.O.B. origin, the Seller shall NOT INSURE AND NOT DECLARE A VALUE except when transportation rates are based on "released value" in which instance the Seller shall annotate on the bill of lading the lowest released value provided in applicable tariffs. Unless otherwise directed, all items shipped in one day from and to a single location must be consolidated on one bill of lading or air bill as appropriate. No changes will be allowed for packing, crating, freight, local cartage, or any other services unless so specified in this Order or any changes hereto.

### **A3.10 Changes**

a. The Purchaser may at any time by written change order increase the quantity of the Articles to be furnished hereunder, suspend performance in whole or part, extend the time of delivery, or make changes within the

general scope of this Order in any one or more of the following ways: (i) drawing, designs, or specifications, (ii) method of shipment or packing, or (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required, for the performance of any part of the work under this Order, an equitable adjustment may be made in the Order price and/or delivery schedule and the Order shall be modified in writing accordingly. Notice of any claim for adjustment under this clause must be made in writing within 10 business days from the date the change is ordered, and any claim must be asserted within 30 business days from the date the change is ordered and must set forth the amounts of any increase or decrease in the cost of performance resulting from such change, provided however, the Purchaser, if it decides that the facts justified such action, may receive and act upon any such claim asserted at any time prior to final payment under this Order. However, nothing in this section 10 shall excuse the Seller from proceeding with the Order as changed.

b. Purchaser's engineering and technical personnel may from time to time render assistance or give technical advice to or affect an exchange of information with Seller's personnel concerning the Articles to be provided. However, such exchange of information or advice shall not change the Articles or the terms and conditions of this Order nor shall such changes in Articles or terms and conditions of this Order

### **A3.11 Cancellation**

Purchaser may cancel this Order in whole or in part by written notice to Seller. Upon cancellation for any reason other than default or insolvency of Seller, the Purchaser shall be liable for the payment of reasonable cancellation charges which shall take into account expenses already incurred and the Seller's actual liabilities against commitments, incident to this Order and reasonable profit on the accepted portion

of the completed work. In no event, however, shall the Purchaser be liable to cancellation charges in excess of the Order price. Purchaser shall not be liable for claims of anticipated profits.

### **A3.12 Materials Furnished By Purchaser**

All specifications, drawings, tools, jigs, dies, fixtures, materials, and other items which are supplied by Purchaser or the Government shall be confidential. They shall be and remain the property of Purchaser (or of the Government or other party where the Government or such other party has or acquires title thereto) and Purchaser shall have the right to enter Seller's premises and remove them at any time without being liable for trespass or damages of any sort. All such items shall be used only in the performance of work under this Order. Seller shall, without limitation as to time, indemnify and hold harmless the Purchaser from all claims which may be asserted against said property, including mechanic's liens, claims arising from Workmen's Compensation or Occupational Disease laws, and all claims for injury to person or property arising out of or related to such property, unless the same are caused solely and directly by Purchaser's negligence.

### **A3.13 Warranty**

- a. Seller warrants the Articles to be in conformity with applicable specifications, drawings, samples, descriptions, of good materials and workmanship, free from defects, suitable for the specified intended use, of merchantable quality, and to the extent that designs are not furnished by the Purchaser, free from design defects. Seller further warrants the Articles to be provided with the level of skill, knowledge, and judgment customarily practiced by others in the industry performing services of a similar nature. Seller further warrants that the Articles to be provided under this Order, and the classes of property described in section 12, shall be manufactured, sold, provided, and used in compliance with all relevant federal, state, and local laws and regulations.
- b. If within one (1) year from the date when the Articles are placed in operation (but not later than 15 months from the date of shipment), defects or

faults develop which result from imperfect or defective work done by Seller, and Seller is notified thereof, Seller shall, at its own expense and as promptly as possible, replace, repair, or correct such defects or faults. The foregoing warranty shall be for the benefit of and enforceable by either Purchaser or its customers, including the Government.

### **A3.14 Default**

- a. Purchaser may, by written notice of default to Seller, terminate this Order or any part thereof if the Seller fails: (i) to provide the Articles in accordance with the specified delivery schedule, (ii) to replace or correct defective Articles in accordance with this Order, (iii) to perform any of its other obligations, thereby endangering performance of this Order in accordance with its terms and conditions, or (iv) to correct any failure within a period of 10 business days after receipt of notice from Purchaser specifying such failure.
- b. Upon such default termination, Purchaser may procure similar articles on such terms and in such manner as Purchaser may deem appropriate and Seller shall be liable to Purchaser for any costs incurred.

### **A3.15 Inspection**

- a. Final inspection and acceptance of Articles shall be made by the Purchaser after delivery or as otherwise indicated in this Order and shall be conclusive except with regards to latent defects, fraud, such gross mistakes as amount to fraud, and the Seller's warranty obligations.
- b. If any Article purchased hereunder is other than a standard commercial article of the Seller, said Articles shall be subject to inspection and test by the Purchaser to the extent practicable at all times and places including the period of manufacture and, in any event, prior to final acceptance. If any inspection or test is made by the Purchaser on the premises of the Seller, the Seller, without additional charge, shall provide all reasonable facilities and assistance for the safety and

convenience of the Purchaser's inspectors in the performance of their duties. All inspections and tests shall be performed in such manner as not to unduly delay the work. No inspection or test made prior to final inspection and acceptance shall relieve the Seller from responsibility for defects or other failure to meet the requirements of this Order.

- c. In case any Article is defective in material or workmanship, or otherwise not in conformity with the requirements of this Order, the Purchaser shall have the right either to reject it, require its correction, or accept it with an equitable adjustment in price. Any Article that has been rejected or required to be corrected shall be removed and/or corrected by and at the expense of the Seller promptly after notice. If after being requested by the Purchaser, the Seller fails to promptly replace or correct any defective Article, the Purchaser may: (i) replace or correct such article, and charge to the Seller the cost occasioned by the Purchaser, or (ii) without further notice, terminate this Order for default in accordance with Section 7, entitled "Default."
- d. The Seller shall provide and maintain an inspection system in accordance with sound business practices and as otherwise provided in this Order. Records of all inspections performed by the Seller shall be kept complete and available to the Purchaser during the performance of this Order and for such longer period and in such manner as may be specified elsewhere in this Order.
- e. The Purchaser reserves the right to charge to the Seller any additional cost of Purchaser's inspection and testing when Articles are not ready at the time such inspection and test is required by the Purchaser or when re-inspection or retest is necessitated by prior rejection.

**A3.16 Indemnity**

Seller agrees to defend and shall indemnify and hold harmless Purchaser, its agent, customers, successors, assigns, and users of the Articles against any loss, damage, and liability, including costs and expenses by reason of any and all claims and suits charging (i) personal injury, property, or other damage, or (ii)

actual or alleged infringement of any patent, copyright, or trademark, and shall indemnify the aforesaid parties against all damages, costs, and expenses arising from the manufacture, sale, or the normal and intended use of the Articles covered by this Order. The Purchaser agrees to give the Seller prompt notice in writing of any suit for infringement and such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof.

**A3.17 Taxes**

No Federal, state, or local taxes on the Articles furnished under this Order or on the sale, purchase, transportation, use, or possession thereof shall be included on any invoice rendered to the Purchaser unless specifically itemized. If the Purchaser furnishes the Seller an exemption certificate or other similar proof of exemption with respect to any federal, state, or local tax, the invoice price shall be adjusted to eliminate such taxes.

**A3.18 Setoffs**

Seller agrees that the Purchaser shall have the right to set-off against any amounts payable, or which become payable to Seller under this Order or otherwise, any amounts that Seller may owe to Purchaser, whether arising under this Order or otherwise.

**A3.19 Assignment**

Seller shall not assign or delegate this Order or any of the rights; duties, or obligations thereunder to any other person without the prior express written approval of Purchaser.

**A3.20 Insolvency**

In the event of the appointment of a trustee, receiver, or liquidator for all or a portion of Seller's property, or for any act of bankruptcy by the Seller as defined in the Bankruptcy Act as amended, or for any voluntary position in bankruptcy by the Seller, the Purchaser may cancel the undelivered portion of this Order without further cost or liability for the cancelled portion, and may repossess any of its property in the possession of the Seller.

**A3.21 Non-Waiver**

Failure of Purchaser to enforce any right under this Order shall not be deemed a waiver of any right. The rights and remedies of Purchaser under this Order shall not be exclusive and are in addition to any other rights and remedies provided by law.

### **A3.22 Disputes**

- a. The Seller shall comply with this Order. In the event of any discrepancies or inconsistencies in this Order, the Seller shall clarify and resolve said discrepancies or inconsistencies with Purchaser in a timely manner. Should the Seller fail to contact Purchaser in a timely manner to resolve said discrepancies or inconsistencies, the Seller shall be solely responsible for any errors and associated costs.
- b. If the Seller determines during the performance of this Order that any portion is inaccurate, inconsistent, or incomplete, it shall promptly notify Purchaser in writing specifying full particulars and request resolution before proceeding with the work in question. If the Seller proceeds before obtaining such resolution, it does so at its own risk and expense, and without Purchaser's consent or extension in delivery schedule.
- c. Any conflict arising under this Order which is not settled by mutual agreement between the parties hereto, shall be settled before a court of competent jurisdiction in the State of Nevada except that Federal contract clauses shall be construed in accordance with the Federal law of contracts. Pending final resolution of a conflict hereunder, the Seller shall proceed diligently with the performance of the Order and in accordance with Purchaser's direction.

### **A3.23 Purchase Orders**

Seller is not authorized to subcontract any portion of this Order without the advance written approval of Purchaser.

### **A3.24 Severability**

If any provision of this Purchase Order is or becomes void or enforceable by force or operation of law, the other provisions shall remain valid and enforceable.

### **A3.26 Entire Agreement**

It is expressly agreed that this Purchase Order embodies the entire Agreement of the Parties in relation to the subject matter hereof, and that no promises, understandings, obligations, or agreements, verbal or otherwise, exist between the Parties except as herein expressly set forth. Amendments or changes to this Purchase Order shall be binding on Purchaser only if agreed to in writing by an authorized representative of Purchaser.

### **A3.27 Executive Compensation**

The Prime Contract contains the FAR clause 52.204-10 "Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010)". Seller agrees to provide to Purchaser the executive compensation information required by the clause if

- a. This Order \$25,000 or more
- b. Seller's gross income for its previous tax year exceeds \$300,000 or more.
- c. At least 80% of Seller's gross annual revenue for its last fiscal year derives Federal sources
- d. Seller had at least \$25 million of annual revenue derived from Federal sources during its last fiscal year.

Seller acknowledges that the executive compensation information will be publically available.

### **A3.28 Licenses**

Seller shall obtain and maintain in force during the period of the Purchase Order, all licenses, agreements, expertise, facilities, and authorizations necessary or appropriate to enable performance of Seller's duties hereunder. If said permits, licenses, agreements, and/or authorizations expire, terminate, are cancelled or are withdrawn, Purchaser may terminate this Agreement for default.

### **A3.29 Notices**

Any and all notices required or permitted under this Agreement shall be addressed to the attention of the Purchaser's or Seller's point of contact identified in

this Order. Notices shall be in writing and shall be deemed effective when personally delivered, three (3) days after being sent by Certified U.S. Mail, postage pre-paid, Return Receipt Requested, when sent via electronic fax with confirmation of successful transmission, or when sent by a nationally recognized delivery service providing receipt of delivery. Notices sent by email shall be deemed effective also when the receiving party confirms receipt of the transmitted email to the sending party.

### **A3.30 Customer Communications**

All communication with the Government on issues of a contractual or programmatic nature shall be through Purchaser. Purchaser shall be the sole interface with the Government for all issues relating to this Order. Any authorized communications, other than those expressly provided for herein, between Seller's personnel and Government personnel shall be conducted in the presence of Purchaser's Technical Representative or other authorized Purchaser representative.

### **A3.31 Publicity**

Seller is not authorized to make this Agreement known to any third party, through advertisement or otherwise, without the prior written consent of Purchaser. Purchaser shall not unreasonably withhold such approval.

Purchaser authorizes Seller to release routine past performance information (PPI) regarding Seller's work performed under this Agreement for purposes of responding to proposals for new work. PPI will not require approval from Purchaser.

### **A3.32 Intellectual Property**

Both Purchaser and Seller agree that any and all existing intellectual property currently owned, or licensed by one Party ("Background IP") shall be and remain the property of that Party. Except to the extent necessary to perform under this Agreement, the other Party will not receive license, right, title, or interest in or to that Background IP by signature of this Agreement or disclosure to or use by the other Party.

Seller warrants that the Articles delivered under this Order will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefore, Seller agrees to defend, indemnify, and hold Purchaser and its customers harmless from and against any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Order infringes or otherwise violates the intellectual property rights of any person or entity.

All reports, memoranda, or other materials in written form (including machine readable form) prepared by Seller pursuant to this Order and furnished to Purchaser hereunder shall become the sole property of Purchaser.

### **A3.33 Legal Compliance**

Seller shall be responsible for complying with any and all laws and regulations relating to its performance hereunder and shall defend and hold harmless Purchaser from and against any and all third party claims, demands, suits, or causes of action of whatever kind arising out of, under, or relating to Seller's work hereunder. Seller agrees to provide Purchaser, on its request, evidence of Seller's compliance with any law or regulation affecting its work hereunder.

### **A3.34 Conflicts Of Interest**

Seller represents that its execution and performance of this Agreement does not conflict with or breach any contractual, fiduciary or other duty or obligation to which Seller is bound. Seller further represents that it will not accept work during the term of this Agreement which would create an organizational conflict of interest ("OCI") as such term is defined in FAR Subpart 9.5.

Seller shall immediately provide written notice to Purchaser in the event that it discovers any potential, actual or apparent personal or organizational conflict of interest related to or arising from this Agreement. Failure to disclose and adequately avoid or mitigate

**DIRECTIVE NO.** 270-WI-5100.1.2D  
**EFFECTIVE DATE:** October 7, 2014  
**EXPIRATION DATE:** October 7, 2019

any OCI shall entitle Purchaser to immediately terminate this Agreement for default.

**A3.35 Title and Assumption of Risk**

Seller represents and warrants that it can and shall deliver good title to all goods and services required to be delivered under this Purchase Order, and to all items that shall become the property of Purchaser or its assigns pursuant to this Purchase Order, free from any claims or encumbrances, including, but not by way of limitation, those arising out of the performance of the work under this Purchase Order. Title of all goods and items shall pass at the time of final acceptance by Purchaser, pursuant to the Article of the Purchase Order entitled "Inspection and Final Acceptance". Any loss of damage to such goods or items, prior to passing of title, shall be at Seller's risk.

**A3.36 Force Majeure**

No Party shall be liable for any excess costs or other damages if the failure to perform arises out of causes beyond the normal control and without the fault or negligence of the Party. Such causes may include, but are not restricted to, (1) acts of God, (2) acts of the U.S. Government in its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) earthquakes, (9) riots, (10) freight embargoes, (11) unusually severe weather conditions, and (12) terrorism or war. In all such events where performance is delayed or prevented, the affected Party shall nonetheless exert reasonable and diligent efforts to remove said causes and resume performance hereunder.

**A3.37 Gratuities and Kickbacks**

No gratuities (in the form of entertainment, gifts, or otherwise) or kickbacks shall be offered or given by Seller to any employee of Purchaser for the purpose of obtaining or rewarding favorable treatment as a supplier. By accepting this Agreement, Seller certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR § 52.203-7 or the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58), both of which are incorporated herein by this specific reference, except that subparagraph (c)(1) of FAR § 52.203-7 shall not apply.

**A3.38 Priority Rating**

If so identified, this Order is a "rated order" certified for national defense use, and the SELLER shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

**DIRECTIVE NO.** 270-WI-5100.1.2D  
**EFFECTIVE DATE:** October 7, 2014  
**EXPIRATION DATE:** October 7, 2019

| FAR/NASA FAR Citation | Clause Title   | Date     |
|-----------------------|--|----------|
| 52.203-13             | Contractor Code of Business Ethics and Conduct (Apr 2010)                          | APR 2010 |
| 52.203.15             | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 | JUN 2010 |
| 52.219-8              | Utilization of Small Business Concerns   | JUL 2013 |
| 52.222-26             | Equal Opportunity  | MAR 2007 |
|                       | Equal Opportunity for Veterans   | SEP 2010 |
| 52.222-36             | Affirmative Action for Workers with Disabilities                                   | OCT 2010 |
| 52.222-40             | Notification of Employee Rights Under the National Labor Relations Act             | DEC 2010 |
| 52.222-50             | Combating Trafficking in Persons   | FEB 2009 |
| 52.223-15             | Energy Efficiency in Energy-Consuming Products.                                    | DEC 2007 |
| 52.225-26             | Contractors Performing Private Security Functions Outside the United States        | JUL 2013 |
| 52.232-40             | Providing Accelerated Payments to Small Business Subcontractors                    | DEC 2013 |
| 52.247-64             | Preference for Privately Owned U.S.-Flag Commercial Vessels                        | FEB 2006 |
| 1852.225-70           | Export Licenses  | FEB 2000 |

the provision; and other representations, certifications and other statements completed and submitted as part of the subcontractor's proposal are hereby incorporated by reference in this Purchase Order.

**A3.41 Government Flow Down Clauses**

This Order is issued in support of a Federal government prime contract or higher tier subcontract. The order is for commercial Articles as the term

**A3.39 EEO/Affirmative Action\***

This subcontractor and any 2<sup>nd</sup> tier subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

\* Applies if Purchase order value is at least \$10,000

**A3.40 Representations, Certifications and Other Statements of the Offeror**

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of

“commercial” is defined in FAR Part 2.1. As such this Order is subject to the Federal Acquisition Regulation clauses listed in the following table and incorporated into this Order by reference. The applicability of each clause to this Order depends on the “scoping” provision within each clause. The Seller must contact the Purchaser for clarification if it is not clear whether or not a clause applies to this Order.

Where necessary to make the context of these clauses applicable to this Order, consistent with the work hereunder, references to “contractor” shall mean “Seller,” references to “contract” shall mean “this Order,” references to “Subcontract” or “Subcontractor” shall mean “lower tier Subcontract” or “lower tier Subcontractor,” and references to “Government,” “Contracting Officer” and similar terms shall mean “Purchaser.”

**DIRECTIVE NO.** 270-WI-5100.1.2D  
**EFFECTIVE DATE:** October 7, 2014  
**EXPIRATION DATE:** October 7, 2019

**A3.42 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR**

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the subcontractors proposal are hereby incorporated by reference in this subcontract.

## **ATTACHMENT 4**

### **QUALITY ASSURANCE REQUIREMENT CODES**

Every stock (item) number is required to have a Quality Assurance Requirement Code (QAR). The QAR Code is a three or four digit alphanumeric designator assigned to all stock numbers. The first digit reflects the Quality Assurance Requirement, second digit reflects Shelf-Life Code and the third digit reflects the Inspection Code. Four digit QAR Codes may have two alphanumeric designators for either the first or third character requirements as described below. This code is assigned to the stock number when it is cataloged and it provides information about the item that is required for purchasing, receiving, inspecting, and warehousing the material. The QAR code is loaded under the “UN Number” field in AMMS and can be found under the Purchasing Tab of the Organization Item Number attributes. The QAR Code can also be found when auto-creating a Purchase Order and when processing Receipts in AMMS so that Acquisition Specialists and Inspectors have access to the information to complete their jobs.

QAR Codes are formatted as follows:

#### **1. First Character – Quality Assurance Requirement**

| <u><b>CODE</b></u> | <u><b>REQUIREMENT</b></u> |
|--------------------|---------------------------|
|--------------------|---------------------------|

- |    |   |
|----|---|
| A  | The Code 279 Quality Assurance Representative is required to be at the vendor’s plant to assist in final acceptance inspection of the item. The vendor will contact the Purchasing Agent at least 5 working days in advance to specify the date that the Code 279 Quality Assurance Representative is required at the vendor’s plant for the final acceptance inspection. The facilities and test equipment used in the final acceptance inspection shall be made available to the Code 279 Quality Assurance Representative at no additional cost. |
| B. | Inspection will be performed by the Code 279 Receiving Inspection Department in accordance with applicable specifications. Final acceptance will be dependent upon results of these inspections or tests. In case of rejection, the Code 279 Purchasing Agent shall coordinate the disposition of the defective item with the supplier.   |
| C. | Code 279 Receiving Inspection Department will accomplish visual inspection of the item to determine in-transit damage, completeness, identification and documentation.  |
| D. | Certificate of conformance for the items on the purchase order will be provided to Code 279 stating the materials, parts and processes are in accordance with the appropriate drawings(s) and/or specifications(s). Substantiating records shall be on file at the vendor’s facility and made available for visual examination, if required. One copy of certificate is to be provided with the shipment; one copy is to be kept at the vendor’s facility for 3 years from date of shipment.  |
| E. | The vendor will furnish detailed test/inspection reports listing final electrical test and/or dimensions/measurements. Covering all functional/physical parameters identifying compliance with each of the requirements in the referenced drawing and/or specification using calibrated   |

**DIRECTIVE NO.** 270-WI-5100.1.2D  
**EFFECTIVE DATE:** October 7, 2014  
**EXPIRATION DATE:** October 7, 2019

equipment traceable to National Bureau of standards where applicable. The vendor will furnish one copy of the shipment and keep one copy at his facility for 3 years. For electrical wire and cable only; vendor shall furnish a statement, as part of a certificate of conformance, indicating that the required reports and substantiating records are on file at the vendor's facility and will be made available upon request to Code 279 for a period of 3 years from date of shipment from date of shipment from vendor's facility.

- F. Physical and chemical test/date of raw materials supplied and/or used in the manufacture of articles on this purchase order denoting the appropriate heat number, Rockwell number, date of manufacture, etc., shall be supplied with each shipment. The vendor will furnish one copy with shipment.
- G. The manufacturer's lot or control number for the date of manufacture is required for items having a shelf life requirement. The supplier will furnish this information in one copy with the shipment.
- H. Hazardous/Dangerous Material. The shipper/supplier must certify on the shipping document/packing list that the shipment complies with applicable requirements of Department of Transportation (DOT) and Interstate Commerce Commission (ICC). Warning and safety instructions will appear on each item. Flashpoint and technical name (Vice Trade Name) for applicable material will be indicated on packing list, if not on container. Category of Hazardous Material, as defined by public Law 93-633, DOT, and ICC regulations will be prominently displayed on material container and/or listed on shipping document/packing list.
- I. Items to be tagged. The Code 279 Equipment Management Section must be notified of receipt of material so item can be tagged and loaded into the Equipment Management System.
- J. All Parts, sub-assemblies and assemblies shall be marked in accordance with the applicable drawings/specifications called out on this purchase order.
- K. Codes D and E are applicable.
- L. Codes D and F are applicable.
- M. Codes G and J are applicable.
- N. Codes H and J are applicable.
- O. CODE NOT USED
- P. Codes F and J are applicable.
- Q. No Quality Assurance Clause Applicable
- R. Government Source Inspection requirements – all work on this order is subject to inspection and test by the government at any time and any place.
- S. Soldering Clause- Soldered electrical connections shall conform to applicable NASA and Goddard standards.
- T. Codes G and H apply.
- U. Codes D and S apply.
- V. Static sensitive item must be packaged in anti-static material (individual packages if possible and labeled static sensitive - not be opened except at approved static-free work station.
- W. Fire retardant material. Item must be certified flame resistant.
- X. Recycled material. Item contains required percentage of recycled material or includes post - consumer recovered materials as defined by the EPA Guidelines.
- Y. Codes V and S Apply
- Z. Codes V and R Apply

## 2. Second Character – Shelf-Life Coding

[Federal Property Mgmt Regulations, Title 41, Subpart 101-27.2](#) establishes the requirements for a single digit code that identifies, designates the useful life of, and establishes controls for shelf-life items to minimize loss and insure maximum use prior to deterioration. This number/letter goes in the second position of the AMMS QAR Code.

Shelf-life items are classified as non-extendable (type I) and extendable (Type II). They are defined as follows:

TYPE I - An item having a definite storage life after which the item or material is considered to be no longer usable for its primary function and should be discarded.

TYPE II – An item for which may be extended with successive reinspection dates when it is established the items have a continued usability as determined by examination based upon criteria that have been agreed upon.

| <u>TYPE I</u> | <u>TYPE II</u> | <u>STORAGE TIME PERIOD</u>   |
|---------------|----------------|--|
| 0             | 0              | NON-DETERIORATIVE  |
| A             | 1              | 1 MONTH  |
| B             |                | 2 MONTHS   |
| C             | 1              | 3 MONTHS   |
| D             |                | 4 MONTHS   |
| E             |                | 5 MONTHS   |
| F             | 2              | 6 MONTHS   |
| G             | 3              | 9 MONTHS   |
| H             | 4              | 12 MONTHS  |
| J             |                | 15 MONTHS  |
| K             | 5              | 18 MONTHS  |
| L             |                | 21 MONTHS  |
| M             | 6              | 24 MONTHS  |
| N             |                | 27 MONTHS  |
| P             |                | 30 MONTHS  |
| Q             | 7              | 36 MONTHS  |
| R             | 8              | 48 MONTHS  |
| S             | 9              | 60 MONTHS  |
| V             |                | Items are ESD sensitive  |
| X             | X              | MILITARY ESSENTIAL AND<br>MEDICAL ITEMS WITH SHELF<br>LIFE GREATER THAN 60<br>MONTHS |

|                         |                         |
|-------------------------|-------------------------|
| <b>DIRECTIVE NO.</b>    | <u>270-WI-5100.1.2D</u> |
| <b>EFFECTIVE DATE:</b>  | <u>October 7, 2014</u>  |
| <b>EXPIRATION DATE:</b> | <u>October 7, 2019</u>  |

All shelf-life items purchased through AMMS will meet the requirements of GPR 4100.1, Management of Shelf Life Materials.

### Third Character - Inspection Codes

|             |                        |
|-------------|------------------------|
| <u>CODE</u> | <u>TYPE INSPECTION</u> |
|-------------|------------------------|

1. Physical and chemical test date required.
  2. No technical inspection – quantity count only (MAGNETIC TAPE ONLY).
  3. Visual inspection to determine in-transit damage and item identification is required.
  4. Detailed test report from vendor is required.
  5. The manufacturers lot number, date of cure or date of expiration is required.
  6. Dangerous material certification is required. Documentation or material must indicate warning or caution data. Flashpoint and technical name must be indicated. Appropriate labels will be affixed to outside containers of all hazardous/dangerous material. Material will be flagged for special handling or for storage or shipping. If item is also shelf life material, the manufacturer’s lot number, cure date or expiration date is required.
  7. Government source inspection is required.
  8. GSFC test required prior to acceptance.
  9. Certificate of conformance is required.
  10. Special QA inspection or review required. Refer item to receiving/inspection supervisor.
  11. Soldering, wire wrap and/or crimping specifications apply. Visual inspection to determine compliance is required.
  12. The manufacturers lot number, date of cure or date of expiration is required. Prior to disposal as a result of expired shelf life, material will be tested by GSFC. Disposition inspections will be furnished by GSFC.
- R Items with no recycle content but which are required to be reported on annual affirmative procurement reports for recycle content.
- Z Static sensitive material. Do not open except at approved static free workstation. Material to be inspected, packaged, and labeled in accordance with approved static sensitive work procedures.

### QAR Code Example: D0Z signifies:

- Certificate of conformance for the items on the purchase order will be provided to Code 279 stating the materials, parts and processes are in accordance with the appropriate drawings(s) and/or specifications(s). Substantiating records shall be on file at the vendor’s facility and made available for visual examination, if required. One copy of certificate is to be provided with the shipment; one copy is to be kept at the vendor’s facility for 3 years from date of shipment
- NON-DETERIORATIVE
- Static sensitive material. Do not open except at approved static free workstation. Material to be inspected, packaged, and labeled in accordance with approved static sensitive work procedures.

### NOTED EXCEPTION:

CHECK THE GSFC DIRECTIVES MANAGEMENT SYSTEM AT  
<http://gdms.gsfc.nasa.gov> TO VERIFY THAT THIS IS THE CORRECT VERSION PRIOR TO USE.

**DIRECTIVE NO.** 270-WI-5100.1.2D  
**EFFECTIVE DATE:** October 7, 2014  
**EXPIRATION DATE:** October 7, 2019

Page 90 of 94

BIO A QAR Code of “BIO” has been established to identify items that are made of bio-based products. This QAR code does not follow the standard format described above but is in use so that we can identify and report the procurement of bio-based products as required on the annual affirmative procurement reports.

## **ATTACHMENT 5**

### **Establishment of BPAs**

**A5.1** The following are circumstances under which an end user may request a BPA to be established:

- a. There are a wide variety of items in a broad class of supplies or services that are generally purchased, but the exact items, quantities, and delivery requirements are not known in advance and may vary considerably.
- b. There is a need to provide commercial sources of supply for one or more offices or projects in a given area that do not have or need authority to purchase otherwise.
- c. The use of this procedure would avoid the writing of numerous purchase orders.
- d. There is no existing requirements contract for the same supply or service that the contracting activity is required to use.

**A5.2** BPAs may be established with:

- a. More than one supplier for supplies or services of the same type to provide maximum practicable competition;
- b. A single firm from which numerous individual purchases at or below the simplified acquisition threshold will likely be made in a given period; or
- c. Federal Supply Schedule contractors, if not inconsistent with the terms of the applicable schedule contract.

**A5.3** After receiving a properly authorized Internal Requisition requesting the establishment of a blanket agreement, the Purchasing Agent will contact supplier(s) to make the necessary arrangements for:

- a. Establish the parameters to limit purchases to individual items or commodity groups or classes, or permit the supplier to furnish unlimited supplies or services;
- b. Consider suppliers whose past performance has shown them to be dependable, who offer quality supplies or services at consistently lower prices, and who have provided numerous purchases at or below the simplified acquisition threshold.
- c. Securing maximum discounts;
- d. Incorporating other necessary details.

#### **A5.4 Preparation of BPAs**

The following terms and conditions are mandatory:

- a. Description of agreement. A statement that the supplier shall furnish supplies or services, described in general terms, if and when requested by the Purchasing Agent during a specified period and within a stipulated aggregate amount if any. For example “supply of automotive repair parts, shop consumables, and packaged petroleum products. Tools, repair service, and bulk petroleum are specifically excluded.”

**DIRECTIVE NO.** 270-WI-5100.1.2D  
**EFFECTIVE DATE:** October 7, 2014  
**EXPIRATION DATE:** October 7, 2019

Page 92 of 94

- b. Extent of obligation. A statement that the contractor is obligated only to the extent of authorized purchases actually made under the BPA.
- c. Pricing. The pricing rationale, having been pre-negotiated and agreed to, will be expressed. For example: "Purchases under this blanket agreement will be no greater than the current hardware counter price available to the general retail public, less 10%. For certain commodity groups it may be desirable to include a schedule of items and pre-negotiated prices. This should be done when the item and its estimated usage can be predicted with reasonable certainty.
- d. Purchase limitation. A statement that specifies the dollar limitation for each individual purchase under the BPA.
- e. Individuals authorized to purchase under the BPA. A statement that a list of individuals authorized to purchase under the BPA, identified either by title of position or by name of individual, organizational component, and the dollar limitation per purchase for each position title or individual shall be furnished to the supplier by the Purchasing Agent.
- h. Delivery tickets/packing slip information: A requirement that all shipments under the agreement, except those for newspapers, magazines, or other periodicals, shall be accompanied by delivery tickets or packing slips that shall contain the following minimum information:
- Name of supplier.
  - BPA number.
  - Date of purchase.
  - Call-Out or Release number.
  - Itemized list of supplies or services furnished.
  - Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
  - Date of delivery or shipment.
- i. Invoices. Vendors should be given explicit direction on payment information and that only properly rendered invoices will be paid.

**DIRECTIVE NO.** 270-WI-5100.1.2D  
**EFFECTIVE DATE:** October 7, 2014  
**EXPIRATION DATE:** October 7, 2019

**CHANGE HISTORY LOG**

| Revision | Effective Date | Description of Changes  |
|----------|----------------|---|
| Baseline | 5/14/2007      | Initial Release   |
| A        | 3/19/2008      | <p>1.4.2 Increased the threshold for which a draft solicitation is required to \$10M</p> <p>2.3 Expanded discussion of circumstances where hard copy Purchase Orders are not required</p> <p>4.4 Added new section defining cost analysis and providing guidance as to when a cost analysis is warranted</p> <p>5.3 Clarified language describing price variance competition guidelines and included guidelines for processing price variances on Internal Requisitions</p> <p>5.4.4 Added the System for Award Management web site to check the status of candidate vendors</p> <p>7.1.9 Added requirement that vendors working on site provide a work and site-specific safety plan for Code 270/279 Safety Manager review and approval</p> <p>7.16 Added concept of “best value” as a guiding principle for conducting negotiations. Removed numerical limits on the competitive range.</p> <p>8.0 Added instructions that POs will not be created until documentation is complete</p> <p>8.2.2 Added new PO suffix’s EEX, ESX, and PPO</p> <p>8.3.1.9 Clarified that Purchasing Agent can modify payment terms on specific purchase orders as situation warrants</p> <p>8.3.1.10 Added requirement to provide instructions to vendors when QSSFedEx account to be used for delivery charges. Clarified that Purchasing Agent can modify shipping method as needed on individual purchase orders</p> <p>10 Generalized the section to include distribution of all procurement documentation and added detail to the discussion of hard copy distribution</p> <p>10.1 Added requirement to provide PO copy to Receiving for Stores Stock equipment purchases</p> <p>10.2 Removed requirement that WOA be part of the procurement package, added instructions for WOA processing when material not being inspected by Code 279, and added general guidance for where completed WOAs are kept</p> |

**DIRECTIVE NO.** 270-WI-5100.1.2D  
**EFFECTIVE DATE:** October 7, 2014  
**EXPIRATION DATE:** October 7, 2019

| Revision | Effective Date | Description of Changes   |
|----------|----------------|--|
|          |                | <p>11.5.2 Removed requirement to place change order information in Supplier Notes field</p> <p>12.3.2 Add emphasis to purchasing agents' ultimate responsibility for resolving discrepancies in a manner that is fair and agreeable to supplier and customer.</p> <p>12.4.1 Clarifies that documentation for "Straight Returns for Credit" comes from the Purchasing Agent</p> <p>A.1.2 Added rationale for rotating Federal Supply Class assignments, to avoid the "appearance of bias toward a vendor."</p>                  |
| B        | 1/31/2012      | <p>6.1 Added instructions and warnings associated with protecting the supply chain from counterfeit parts</p> <p>8.3.1.10 To reduce misuses of TRAX's Fed Ex account, added specific guidance on shipping instructions</p> <p>11.7 Included TRAX's procedures for rating vendor performance</p> <p>14 Raised awareness of the export requirements of the ITAR and emphasized the role of procurement personnel in protecting defense and defense related material</p> <p>Attachment 3 Updated</p> <p>Attachment 4 Updated</p>  |
| C        | 8/6/2013       | <ul style="list-style-type: none"> <li>• Added process for requirement of a GSFC 23-59, Initiator's Acquisition Checklist, for certain types of procurement</li> <li>• Included reference to and processes for requiring a cost estimate from the acquisition initiator in accordance with GPR 5100.5</li> <li>• Added counterfeit parts avoidance procedures</li> <li>• 1710.1 Corrective and Preventive Action was cancelled 6/13/2013. Refer to GPR 5340.2, Control of Non-conformances and Customer Complaints.</li> </ul> |
| D        | 10/7/2014      | <ul style="list-style-type: none"> <li>• Added instructions that Terms &amp; Conditions are required for all RFQs/RFPs and POs/BPAs</li> </ul>   |