

Chapter 17 – Contractor Purchasing Systems and Subcontract Consent

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References

- (a) Federal Acquisition Regulation (FAR)
- (b) Defense Federal Acquisition Regulation Supplement (DFARS)
- (c) NAVSEA Contracts Handbook (NCH)
- (d) NAVSEA Itr Ser 022/007 of 28 Nov 2018, Contractor Business System Guidance
- (e) NAVSEA Contractors Purchasing System Surveillance Standard Operating Procedure 2019 Version 2

Chapter 17 – Contractor Purchasing Systems and Subcontract Consent

17.1 Introduction

This section discusses policies and procedures for review, evaluation, and approval of contractor purchasing systems and for consent to individual subcontracts. Subcontracting policies and procedures addressed herein are based upon [FAR Part 44](#), [DFARS Part 244](#), [NCH** Part 44](#), references (a), (b) and (c) respectively, and NAVSEA-issued guidance.

Contractors generally attempt to award at least the major subcontracts shortly after receiving award of the prime contract. For this reason, subcontract consent should be done as soon as possible to avoid delaying the contractor.

Subcontract consent is not the sole responsibility of the contracts department. Other SUPSHIP departments, as appropriate, should be involved to ensure adequate coverage for all pertinent aspects of subcontracts. All SUPSHIP departments involved in subcontract consent will develop and use checklists to assist in their reviews. Checklists should, at a minimum, follow the items set forth in [FAR 44.202-2](#).

Terminology Convention: This chapter generally follows the FAR, DFARS, NMCARS, and the NCH in applying the various titles for the contracting officer (contracting officer, administrative contracting officer (ACO), procuring contracting officer (PCO), and chief of the contracting office (CCO)). Exceptions are made, however, where greater specificity is appropriate for SUPSHIP contracting functions. PCO, ACO or CCO may therefore be used in lieu of a FAR reference to the contracting officer. The term contracting officer is used when a more specific role cannot be uniformly applied to the SUPSHIP community.

17.1.1 Definitions

Approved purchasing system refers to a contractor's purchasing system that has been reviewed and approved in accordance with [FAR 44.3](#) and [DFARS 244.3](#).

Cognizant Federal Agency (CFA), for the purposes of this chapter, is the organization responsible for performing audits or full scope reviews on contractor business systems. When assigned as the Contract Administration Office (CAO), SUPSHIP is the CFA for contractor purchasing systems.

Consent to subcontract refers to the contracting officer's written consent for the prime contractor to enter into a particular subcontract.

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Contractor refers to the total contractor organization or a separate entity of the organization, such as an affiliate, division, or plant that performs its own purchasing.

Contractor business system means any of the six contractor business systems listed in [DFARS 252.242-7005\(b\)](#). The six systems are:

- (1) Accounting system
- (2) Earned value management system
- (3) Estimating system
- (4) Material management and accounting system
- (5) Property management system
- (6) Purchasing system

Contractor Purchasing System Review (CPSR) means the complete evaluation of all processes and process segments of a contractor's purchasing system used in the acquisition of material and services, subcontracting, and subcontract management from development of the requirement through completion of subcontract performance and contract close-out.

Subcontract, as used in this section, refers to any contract as defined in [FAR 2.101](#) and entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. A subcontract includes, but is not limited to, purchase orders and changes and modifications to purchase orders. As defined in [FAR 12.001](#), *subcontract* may also refer to a transfer of commercial items between divisions, subsidiaries, or affiliates of a contractor or subcontractor.

Subcontractor refers to any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

17.2 Contractor Purchasing System Reviews and Surveillance

17.2.1 Objective

The objective of a contractor purchasing system review is to evaluate the efficiency and effectiveness with which the contractor spends Government funds and complies with Government policy when subcontracting. The review provides the Chief of the Contracting Office (CCO) a basis for granting, withholding, or withdrawing approval of the contractor's purchasing system. The CPSR is designed to assist Government ACOs and contractors to effectively perform their obligations as cited in [FAR 44.301](#) and [DFARS 252.244-7001](#) and provide the CCO with information necessary to assist in making the determination of acceptability of a contractor's purchasing system.

SUPSHIP is the CFA responsible and accountable for conducting full scope reviews and all surveillance requirements of their prime contractors' purchasing systems. As such, the

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SUPSHIP CCO is responsible for initiating and conducting the CPSR and issuing the initial and/or final determinations for approval or disapproval of a contractor's purchasing system.

When establishing teams to conduct a CPSR, the Government team composition should be comprised of relevant participants from NAVSEA headquarters, field activities, applicable Program Management Office (PMO), and DCMA, when applicable. It is expected that representatives from each SUPSHIP will be invited to be team members. All participants are expected to be knowledgeable in the requirements for an acceptable purchasing system as defined in [DFARS 252.244-7001](#), other government regulations regarding purchasing system requirements, and familiar with the contractor's purchasing system documentation and processes. The CCO notifies SEA 022C of final team composition prior to conducting the CPSR.

17.2.2 Requirements

For NAVSEA activities, the CPSR is conducted in accordance with public laws, [FAR 44.3](#), [DFARS 244.3](#), and other applicable federal guidelines. A CPSR is required when a contractor's annual sales to the Government, resulting from the award of Government prime contracts and subcontracts, is expected to exceed \$25 million. Excluded sales are defined as subcontracts under prime contracts that are competitively awarded firm-fixed price, competitively awarded fixed price with economic price adjustment or commercial item contracts awarded pursuant to [FAR Part 12](#). All CPSRs and related surveillance activities are predicated on Risk Assessment (RA) evaluations of the purchasing system. Reference (d), [NAVSEA Itr Ser 022/007 of 28 Nov 2018, Contractor Business System Guidance**](#), and reference (e), the [NAVSEA Contractors Purchasing System Surveillance Standard Operating Procedure 2019 Version 2**](#), provide guidance to the SUPSHIPS on how to perform these RAs. NAVSEA policy is to perform a full scope review of contractor purchasing systems every three years, or more frequently if the risk posed to the Government (number, significance/severity, and regularity of deficiencies identified in a contractor's purchasing system) merits such action in the judgment of the ACO. Special reviews may be conducted any time information reveals a deficiency or major change in the contractor's purchasing system, policy, procedures, or key personnel.

The CCO is responsible for establishing procedures and conducting contractor purchasing system reviews at the SUPSHIPS and will include the periodicity and risk assessments for these reviews in the cost monitoring plan (see [17.2.7](#)).

17.2.3 Extent of Review

A CPSR requires an evaluation of the contractor's purchasing system. Unless segregation of subcontracts is impracticable, this evaluation shall not include subcontracts awarded by the contractor exclusively in support of Government contracts that are competitively awarded firm-fixed-price, competitively awarded fixed-price with economic price adjustment, or awarded for commercial items pursuant to [FAR Part 12](#). The considerations listed in [FAR 44.202-2](#) for consent evaluation of particular subcontracts also shall be used to evaluate the

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contractor's purchasing system, including the contractor's policies, procedures, and performance under that system. Special attention shall be given to those areas identified in [FAR 44.303](#).

17.2.4 Surveillance

In accordance with [FAR 44.304](#), [NCH 44.304**](#), and the [NAVSEA Contractors Purchasing System Surveillance Standard Operating Procedure 2019**](#), the CCO is responsible for establishing a surveillance plan and maintaining a sufficient level of surveillance to ensure that the contractor is effectively managing its purchasing program. Surveillance may be accomplished with the assistance of subcontracting, audit, pricing, technical, or other specialists as necessary and as determined by the CCO. As set forth in the [NAVSEA Contractors Purchasing System Surveillance Standard Operating Procedure 2019**](#), the lead for the purchasing system surveillance team is assigned overall responsibility for surveillance of the purchasing system and is the SUPSHIP lead for surveillance team activities. The lead establishes a joint surveillance team comprised of the contractor, if desired, SUPSHIP, PMO, and NAVSEA Headquarters, as appropriate, and develops a formal surveillance plan for contractors under their cognizance. SUPSHIP may refer any specific questions or concerns regarding purchasing systems and surveillance to SEA 022C, the NAVSEA focal point for purchasing system surveillance.

For additional information regarding an adequate surveillance plan and the initiation of any special reviews, refer to [FAR 44.304](#), [DFARS 244.303](#) and the [NAVSEA Contractors Purchasing System Surveillance Standard Operating Procedure 2019**](#).

17.2.5 Granting, Withholding, or Withdrawing Approval

The following sections discuss the granting, withholding, and withdrawal of approval of a contractor's purchasing system as set forth in [FAR 44.305](#) and as modified by [DFARS 244.305-70](#).

17.2.5.1 Responsibilities

The cognizant CCO is responsible for sustaining, granting, withholding, or withdrawing approval of a contractor's purchasing system. The CCO will:

- Approve a purchasing system only after the CCO determines that the contractor's purchasing policies and practices are efficient and provide adequate protection of the Government's interests.
- Promptly notify the contractor in writing of the granting, withholding, or withdrawing of approval.
- Per [DFARS 244.305-70\(b\)](#), in evaluating the acceptability of the contractor's purchasing system, the contracting officer, in consultation with the purchasing system analyst or auditor, shall determine whether the contractor's purchasing

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system complies with the system criteria for an acceptable purchasing system as prescribed in the clause at [DFARS 252.244-7001](#), Contractor Purchasing System Administration.

17.2.5.2 Notification

The notification that grants system approval shall comply with [FAR 44.305.2](#) and include:

- Identification of the plant or plants where the review was conducted
- Effective date of approval
- A statement that system approval:
 - Applies to all Federal Government contracts at that plant to the extent that cross-serving arrangements exist;
 - Waives the contractual requirement for advance notification in fixed-price contracts, but not for cost-reimbursement contracts;
 - Waives the contractual requirement for consent to subcontract in fixed-price contracts and for specified subcontracts in cost-reimbursement contracts but not for those subcontracts, if any, selected for special surveillance and identified in the contract schedule; and
 - May be withdrawn at any time at the CCO's discretion.
- In exceptional circumstances, a consent requirement may be required for certain subcontracts or classes of subcontracts even though the contractor's purchasing system has been approved. The system approval notification will identify the class or classes of subcontracts requiring consent. Reasons for selecting the subcontracts include the fact that a CPSR or continuing surveillance has revealed sufficient deficiencies in a particular area of subcontracting to warrant special attention by the CCO.

17.2.5.3 Withholding or Withdrawing Approval

The CCO shall withhold or withdraw approval of a contractor's purchasing system when there are one or more significant deficiencies as defined in the clause at [DFARS 252.244-7001](#). This DFARS clause provides that a significant deficiency means that a shortcoming in the system materially affects the ability of officials of the Department of Defense to rely upon the information produced by the system that is needed for management purposes. Contractor Purchasing System Administration, [DFARS 244.305-70](#), provides detailed instruction concerning processing such deficiencies from initial to final determination. [NAVSEA Itr Ser:022/007 of 28 Nov 2018, Contractor Business Systems Guidance \(CBSG\)**](#),

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provides detailed SEA 022 guidance and processing instruction for SUPSHIPS, including any withholdings to be made pursuant to [DFARS 252.242-7005](#).

17.2.6 Disclosure of Approval Status

Per [FAR 44.306](#), the CCO may inform a contractor, upon request, that the purchasing system of a proposed subcontractor has been approved, but will caution that the Government will not keep the contractor advised of any changes in the approval status. If the proposed subcontractor's purchasing system has not been examined or approved, the contractor will be so advised.

17.2.7 Reports

[FAR 44.307](#) requires the CCO to distribute copies of CPSR reports; notifications granting, continuing, withholding, or withdrawing system approval; and Government recommendations for improvement of an approved system, including the contractor's response, to the following:

- Cognizant contract audit office (DCAA)
- Applicable stakeholders prescribed by the cognizant federal agency (SUPSHIP).
- Contractor (furnishing copies of the contractor's response is optional)

[DFARS PGI 242.302\(a\)\(s-75\)](#) requires the CAO (SUPSHIP) to prepare and maintain an annual Cost Monitoring Plan (CMP) when sales during the contractor's next fiscal year are expected to exceed \$200 million in contracts. For covered contractors, the CMP contains cost monitoring status on contractor business systems, one of which is the purchasing system.

[NCH 4.692-9**](#) requires that the CCO provide status and report progress on business systems reviews (including purchasing) to SEA 0212 quarterly with copies to SEA 02 and the cognizant SEA 02 division director and deputy for field purchasing offices. For business systems reviews, this report addresses the adequacy of the contractor's business systems and CAS disclosure statements and outline plans for resolving issues with contractor business systems.

Reference (d), [NAVSEA Itr Ser 022/007 of 28 Nov 2018, Contractor Business System Guidance**](#), requires the CCO to provide quarterly surveillance plans using the Business System Analysis Summary template, enclosure (2) of reference (d). Quarterly reports are due no later than 10 days from the end of the quarter (CY).

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17.3 Subcontracts

17.3.1 Consent Requirements

Per [FAR 44.201](#), if the contractor has an approved purchasing system, consent is required for subcontracts specifically identified by the PCO in the subcontracts clause of the contract. The PCO may require consent to subcontract if the PCO has determined that an individual consent action is required to protect the Government adequately because of the subcontract type, complexity, value, or because the subcontract needs special surveillance. These can be subcontracts for critical systems, subsystems, components, or services. Subcontracts may be identified by subcontract number or by class of items (e.g., subcontracts for engines on a prime contract for airframes).

If the contractor does not have an approved purchasing system, consent to subcontract is required for cost-reimbursement, time-and-materials, labor-hour, or letter contracts, and also for unpriced actions (including unpriced modifications and unpriced delivery orders) under fixed-price contracts that exceed the simplified acquisition threshold for:

- (1) cost-reimbursement, time-and materials, or labor-hour subcontracts; and
- (2) for Department of Defense, fixed-price subcontracts that exceed the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract (see [FAR 52.244-2](#)).

The contracting officer's written authorization for the contractor to purchase from Government sources (see [FAR Part 51](#)) constitutes consent.

Refer to the specific contract clauses included in each contract to ascertain specific subcontract consent requirements.

17.3.1.1 Advance Notification Requirements

Under cost-reimbursement contracts, unless the contractor maintains an approved purchasing system, [10 USC 2306](#) requires the contractor to notify the contracting officer before awarding:

- Any cost-plus-fixed-fee subcontract
- Any fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract applicable to the Department of Defense

17.3.1.2 Contract Clauses

[FAR 52.244-5](#) requires that:

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- (1) the contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract; and
- (2) if the contractor is an approved mentor under the Department of Defense Mentor-Protégé Program, the contractor may award subcontracts under this contract on a non-competitive basis to its protégés.

The PCO shall insert the clause at [FAR 52.244-6](#), Subcontracts for Commercial Items, in solicitations and contracts for other than commercial items. [FAR 52.244-6](#) requires, to the maximum extent practicable, that the contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under the contract. Notwithstanding any other clause in the prime contract, only those clauses identified in the clause at [FAR 52.244-6](#) are required to be in subcontracts. Agencies may supplement the clause at [FAR 52.244-6](#) only as necessary to reflect agency-unique statutes applicable to the acquisition of commercial items.

17.3.2 Subcontract Evaluation Responsibilities and Procedures

Subcontract evaluation responsibilities, considerations and consent limitations are identified in FAR [44.202](#) and [44.203](#), DFARS [244.202-2](#), and [NCH 44.2**](#). Much of what is included below is discussed in these particular authorities.

17.3.2.1 Responsibilities

The cognizant ACO is responsible for consent to subcontracts, except when the PCO retains the contract for administration or withholds the consent responsibility from delegation to the ACO. In such cases, the CAO should assist the PCO in its evaluation as requested.

The contracting officer responsible for consent shall review the contractor's notification and supporting data to ensure that the proposed subcontract is appropriate for the risks involved and consistent with current policy and sound business judgment.

Designation of specific subcontractors during contract negotiations does not in itself satisfy the requirements for advance notification or consent pursuant to the clause at [52.244-2](#). However, if in the opinion of the contracting officer the advance notification or consent requirements were satisfied for certain subcontracts evaluated during negotiations, the contracting officer shall identify those subcontracts in paragraph (k) of the clause at [52.244-2](#).

See section [17.3.2.4](#) regarding ratification of subcontracts after they have been awarded.

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17.3.2.2 Considerations

The contracting officer responsible for consent will review the request and supporting data and consider the following:

- Consistency with contractor's approved make-or-buy program (see [FAR 15.407-2](#))
- Subcontract is not for special test equipment of facilities available from Government sources (see [FAR 45.3](#))
- Technical justification for selection of the particular supplies, equipment, or services
- Compliance with Small and Disadvantaged Business Utilization (SADBU) program (see [FAR Part 19](#))
- Adequacy of price competition or justification for non-competitive procurement
- Contractor assessment of subcontractor alternate proposals
- Contractor basis for selecting and determining the responsibility of subcontractor
- Contractor substantiation for selecting subcontractor on basis other than price
- Adequacy of contractor-performed adequate cost or price
- Appropriateness of subcontract type given risks involved and current policy
- Contractor consideration for any proposed subcontract involving the use of Government-furnished facilities
- Adequacy of contractor's translation of prime contract technical requirements to subcontract requirements
- Contractor compliance with applicable cost accounting standards for subcontract award
- Ensuring subcontractor is not on the list of parties excluded from Federal procurement and non-procurement programs (see [FAR 9.4](#))

A thorough review of these considerations is particularly important when:

- The prime contractor's purchasing system or performance is inadequate
- Close working relationships or ownership affiliations between the prime and subcontractor may preclude free competition or result in higher prices

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- Subcontracts are proposed for award on a noncompetitive basis, at prices that appear unreasonable, or at prices higher than those offered to the Government in comparable circumstances
- Subcontracts are proposed on a cost-reimbursement, time-and-materials, or labor-hour basis

17.3.2.3 Technical and Administrative Review

Although General Specifications for Ships (GENSPECS) of the United States Navy has been cancelled, Section 042(h) may still be incorporated in the ship specifications of new construction contracts. This section requires the contractor to provide SUPSHIP with copies of purchase orders. Under the "Inspection" clauses of the contract, SUPSHIP can review such procurements for technical adequacy and the need for assigning field administration responsibilities to Government representatives with cognizance over subcontractor plants.

Like GENSPECS, inspection and quality assurance specifications MIL-I45208 and MIL-Q-9858 have been cancelled, but may still appear in new construction contracts. The appropriate International Organization for Standardization (ISO) specification is generally replacing these canceled specifications. These specifications set forth contractor procedures and obligations pertinent to contract administration, including the review of subcontracts.

SUPSHIP may perform complete technical reviews of selected important subcontracts while other subcontracts may be appropriately examined on a spot-check basis. Technical review involves, but is not limited to, examination of a proposed subcontract to:

- determine the subcontract's conformance to applicable drawings, specifications, QA requirements, and good ship work practices;
- ensure that orders for material requiring qualification approval are placed with suppliers on the qualified products list;
- ensure that requirements regarding on-board repair parts, vendor plans, and technical manuals are included, when required;
- determine that required options for stock components and stock repair parts are included; and
- determine that the proper issue of specifications is used.

Each subcontract should contain all clauses required by the prime contract.

Contractors and SUPSHIPS should review the general provisions of subcontract and purchase order forms at regular intervals to ensure the incorporation of requirements imposed by the provisions of the applicable prime contract.

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17.3.2.4 Additional SUPSHIP Consent Procedures

SUPSHIPS may prepare a local instruction that delineates organizational responsibilities for conducting required subcontract consent reviews.

ACOs will give the contractor's request for consent equal review whether the ACO has consent authority or must endorse the request to the PCO. The ACO endorsements to the PCO will contain all necessary information and recommendations for PCO action.

The Subcontract clauses permit the ACO to ratify a subcontract that has been placed by the contractor even though prior consent was required. Ratification may be necessary when an urgent requirement exists and there is insufficient time to conduct a consent review. In accordance with [NCH 44.202-1**](#), ACOs shall not ratify subcontracts as a routine procedure in lieu of granting consent prior to their placement. Ratification should be the exception to the rule and should be granted only on a case-by-case basis. If, based on the review, it appears that the ultimate cost to the Government may have been increased by the placement of the subcontract without consent, the ACO will consult with counsel about placing the contractor on notice that the Government will not be liable for such an increase. If it appears that a change in the contractor's procedures is required to preclude further placement of subcontracts prior to consent, the ACO will direct the contractor to take corrective action.

17.3.2.5 Consent Limitations

Per [FAR 44.203](#), the contracting officer's consent to a subcontract or approval of the contractor's purchasing system does not constitute a determination of the acceptability of the subcontract terms or price, or of the allowability of costs, unless the consent or approval specifies otherwise. Contracting officers will not consent to:

- cost-reimbursement subcontracts if the fee exceeds the fee limitations of [FAR 16.301-3](#);
- subcontracts providing for payment on a cost-plus-percentage-of-cost basis;
- subcontracts obligating the contracting officer to deal directly with the subcontractor;
- subcontracts that make the results of arbitration, judicial determination, or voluntary settlement between the prime contractor and subcontractor binding on the Government; and
- repetitive or unduly protracted use of cost-reimbursement, time-and-materials, or labor-hour subcontracts (contracting officers should follow the principles of [FAR 16.103\(c\)](#)).

Contracting officers should not refuse consent to a subcontract merely because of a clause giving the subcontractor the right of indirect appeal to the Armed Services Board of Contract

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Appeals (ASBCA) if the subcontractor is affected by a dispute between the Government and the prime contractor. Indirect appeal means assertion by the subcontractor of the prime contractor's right to appeal, or the prosecution of an appeal by the prime contractor on the subcontractor's behalf. The clause may also provide that the prime contractor and subcontractor will be equally bound by the contracting officer's or board's decision. The clause may not attempt to obligate the contracting officer or the appeals board to decide questions that do not arise between the Government and the prime contractor or that are not applicable under [FAR 52.233-1](#), Disputes.

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Appendix 17-A: Acronyms

ACO	Administrative Contracting Officer
ASBCA	Armed Services Board of Contract Appeals
CAC	Common Access Card
CAO	Contract Administration Office
CBSG	Contractor Business Systems Guidance
CCO	Chief of the Contracting Office
CFA	Cognizant Federal Agency
CMP	Cost Monitoring Plan
CPSR	Contractor Purchasing System Review
DFARS	Defense Federal Acquisition Supplement
GENSPECS	General Specifications for Ships
ISO	International Organization for Standards
NCH	NAVSEA Contracts Handbook
NMCI	Navy Marine Corps Intranet
PA	Procurement Analyst
PCO	Procuring Contracting Officer
PMO	Program Management Office
QA	Quality Assurance
RA	Risk Assessment
SADBU	Small and Disadvantaged Business Utilization Program
USC	United States Code

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