



DEPARTMENT OF DEFENSE
Defense Contract Management Agency

INSTRUCTION

Overhaul, Maintenance, Modification, and Repair (OMMR)

Quality Assurance Directorate
OPR: DCMA-QA

DCMA-INST 328
May 22, 2013

Validated Current with Administrative Changes, July 7, 2015

1. PURPOSE. This Instruction:

- a. Establishes policy for sustainment contracts involving overhaul, maintenance, modification, and repair (OMMR).
- b. Assigns multifunctional roles and responsibilities, and outlines procedures for the effective and efficient administration of Over and Above Work Requests (OAWR) when OMMR contracts impose Defense Federal Acquisition Regulation Supplement (DFARS), Part 52, Subpart 252.2, Section 252.217-7028, “Over and Above Work” (Reference (a)).
- c. Is established in compliance with DoD Directive 5105.64 (Reference (b)), and all references listed.

2. APPLICABILITY. This Instruction applies to all DCMA activities with OMMR contracts. Exceptions to this Instruction for classified contracts due to security requirements shall be in accordance with (IAW) supplemental instructions maintained by the Special Programs Directorate.

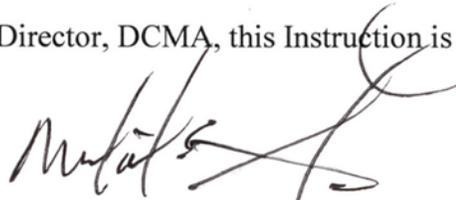
3. MANAGERS’ INTERNAL CONTROL PROGRAM. This Instruction is subject to evaluation and testing IAW DCMA Instruction (DCMA-INST) 710, “Managers’ Internal Control Program” (Reference (c)). The process flowchart and Key Control Table is located on the policy Resource Page.

4. RELEASABILITY – UNLIMITED. This Instruction is approved for public release.

- 5. PLAS CODES.**
- 032 – Contract Receipt and Review
 - 049 – Over and Above Work Request Process
 - 085A – Contract Technical Review
 - 085B – Risk Assessment
 - 085C – Surveillance Planning and QA Surveillance Execution
 - 105 – Plant Clearance

6. POLICY RESOURCE WEB PAGE. <https://home.dcmamil/POLICY/328r>

7. EFFECTIVE DATE. By order of the Director, DCMA, this Instruction is effective immediately.

A handwritten signature in black ink, appearing to read "Michael E. Shields, Jr.", with a large, stylized flourish extending from the end of the signature.

Michael E. Shields, Jr.
Executive Director
Quality Assurance

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REFERENCES

- (a) DFARS, Part 52, Subpart 252.2, Section 252.217-7028, “Over and Above Work,” December 1991
- (b) DoD Directive 5105.64, “Defense Contract Management Agency (DCMA),” January 10, 2013
- (c) DCMA-INST 710, “Managers’ Internal Control Program,” April 21, 2014
- (d) DFARS, Procedures, Guidance, and Information (PGI) 217.77, “Over and Above Work,” May 12, 2006
- (e) DFARS, Part 217, Subpart 217.74, “Undefinitized Contract Actions,” December 31, 2012
- (f) DCMA-INST 501, “Policy Publications Program,” October 1, 2013, *as amended*
- (g) DCMA-INST 327, “Postaward Orientation Conference - QA,” April 26, 2013
- (h) DCMA-INST 118, “Contract Receipt and Review,” June 25, 2013
- (i) DCMA-INST 124, “Contract Property Management,” February 1, 2013, *as amended*
- (j) DCMA-INST 325, “Contract Technical Review,” January 23, 2014
- (k) DCMA-INST 120, “Pricing and Negotiation – ~~Contracts~~,” April 1, 2014
- (l) DCMA-INST 204, “Manufacturing and Production,” August 16, 2012, *as amended*
- (m) DCMA-INST 326, “Risk Assessment – QA,” February 2012
- (n) DCMA-INST 309, “*Government Contract Quality Assurance (GCQA)* Surveillance Planning,” January 27, 2014
- (o) Joint Aeronautical Commanders Group (JACG) DCMA-INST CSI (AV), “Management of Aviation Critical Safety Items,” January 25, 2006
- (p) Federal Acquisition Regulation (FAR), Part 15, “Contracting by Negotiation”
- (q) DFARS, Part 246, Subpart 246.4, Section 246.408-71, “Aircraft,” October 1, 2010
- (r) DCMA-INST 8210.1, “Contractor’s Flight and Ground Operations,” March 1, 2007
- (s) DCMA-INST 311, “Process Review – QA,” July 31, 2013
- (t) DCMA-INST 324, “Product Examination,” July 26, 2013
- (u) DCMA-INST 322, “Quality System Audit,” September 2011
- (v) DCMA-INST 303, “Critical Safety Items – QA,” April 10, 2014
- (w) DCMA-INST 308, “Safety of Flight (SOF) – QA,” February 15, 2013
- (x) DCMA-INST 1201, “Corrective Action Process,” September 23, 2013
- (y) DCMA-INST 323, “Data Collection and Analysis,” May 15, 2013, *as amended*
- (z) DCMA-INST 314, “Product Acceptance and Release – QA,” January 17, 2013

CHAPTER 1

POLICY

1.1. OVERVIEW.

1.1.1. Per DFARS, PGI 217.77, “Over and Above Work,”(Reference (d)) procedures, contracts for the performance of OMMR of various platforms/items (e.g., aircraft, engines, ground support equipment, ships) generally contain over and above (O&A) work requirements. When they do, the contracting officer shall establish separate contract line items for the O&A work.

1.1.2. O&A requirements task the contractor to identify needed repairs and recommend corrective action during contract performance. The contractor submits a work request to identify the O&A work and as appropriate, the Government authorizes the contractor to proceed.

1.1.3. O&A work requests are within the scope of the contract and, therefore, are not subject to the requirements in DFARS, Subpart 217.74, “Un definitized Contract Actions” (Reference (e)).

1.2. POLICY.

1.2.1. DFARS, Part 52, Subpart 252.2, Section 252.217-7028, “Over and Above Work” (Reference (a)), requires the contractor and the contracting officer responsible for administering the contract to negotiate specific procedures for Government administration and contractor performance of OAWRs.

1.2.2. DCMA contract management offices (CMO) shall establish and execute mutually agreed upon procedures with the supplier for the performance of OAWRs to ensure sustainment contracts involving OMMR of aircraft, wheeled and tracked vehicles (retrofit and reset), other weapon systems, and their repairable components are properly administered.

1.2.3. To the maximum extent practical, O&A work shall be negotiated prior to performance of the work.

1.2.4. Any deviation/waiver requests to this Instruction shall be processed IAW DCMA-INST 501, “Policy Publications Program” (Reference (f)).

CHAPTER 2

ROLES AND RESPONSIBILITIES

2.1. ADMINISTRATIVE CONTRACTING OFFICER (ACO). When DCMA has been delegated responsibility to authorize OAWRs as described in DFARS, Section 252.217-7028 (Reference (a)) and DFARS, PGI 217.77 (Reference (d)), the ACO shall:

2.1.1. Establish mutually agreed upon procedures with the supplier for Government administration and supplier performance of OAWRs.

2.1.2. Unilaterally direct the OAWR procedures to be followed, if the parties cannot agree upon the procedures.

2.1.3. Make the final decision for all impasses on OAWRs.

2.2. QUALITY ASSURANCE (QA) PERSONNEL. Assigned QA personnel shall:

2.2.1. Conduct a QA-only postaward orientation conference (PAOC) for OMMR contracts; IAW DCMA-INST 327, “Postaward Orientation Conference - QA” (Reference (g))²² if the ACO declines.

2.2.2. Promptly review OAWRs and document results IAW the locally-developed procedures referenced in paragraphs 3.2.1. and 3.2.2.

2.2.3. Request Quality Assurance Engineer support when additional technical expertise may be needed for PAOCs, OAWRs, or other processes.

2.3. MANUFACTURING AND PRODUCTION SPECIALIST (M&PS). Assigned M&PS shall promptly review OAWRs and document results IAW locally-developed procedures referenced in paragraphs 3.2.1. and 3.2.2.

NOTE: The term “manufacturing and production specialist” referenced throughout this Instruction pertains to industrial specialists, industrial engineers, and other technical personnel assigned responsibility for production surveillance by their assigned CMO.

2.4. FUNCTIONAL SPECIALIST. Functional specialist, as used in this Instruction, typically refers to ACOs, QASs, M&PS, property administrators (PA), plant clearance officers (PLCO), contract safety specialist/contract safety manager and engineers. The functional specialist shall execute the procedures established in Chapter 3, if/when applicable.

CHAPTER 3

PROCEDURES

3.1. DETERMINE REQUIREMENTS.

3.1.1. Functional specialists shall review contracts IAW DCMA-INST 118, “Contract Receipt and Review” (Reference (h)), DCMA-INST 124, “Contract Property Management” (Reference (i)) for PA personnel, and DCMA-INST 325, “Contract Technical Review” (Reference (j)) for QA personnel. In addition to the requirements of References (h), (i), and (j), and to the extent applicable to the contract, identify and document requirements for:

- Classified equipment storage, safeguards, and reporting requirements
- Specific receiving or induction inspection requirements
- DFARS, Section 252.217-7028, “Over and Above Work” requirements (Reference (a))
- Authorization and/or procedures for cannibalization or rob-back actions
- Bench and operational testing requirements
- Required Software Versions
- Use of Commercial Asset Visibility System
- Supplier reporting requirements (e.g., number of repairable items received and shipped, condition of articles at time of teardown)
- Scope of work included in the basic price of the contract versus O&A work, including items or services that are fixed-price versus labor hour(cost)-priced
- Technical Orders (TO) and Technical Manuals (TM)
- Federal Aviation Administration (FAA) standards for commercial derivative aircraft
- Requisitioning parts and supplies
- Contract safety requirements
- Hazardous material requirements

3.1.2. Conduct/Participate in a PAOC. A PAOC shall be determined IAW References (h), (i), (j), and (e). All assigned functional specialists shall participate in any full PAOCs.

3.1.2.1. Functional specialists shall recommend a full PAOC for OMMR contracts when required by their respective contract review policy instructions and, if the ACO declines, shall conduct a functional-specific PAOC IAW their respective instructions.

3.1.2.2. In the event a functional-specific PAOC is mandated, it is strongly recommended Functional Specialists coordinate and combine any functional-specific PAOC to avoid duplication. QA personnel shall lead any multifunctional specific PAOC.

3.1.2.3. PAOCs for OMMR contracts should address all the applicable items referenced in paragraph 3.1.1., and any requirements identified in applicable functional contract review instructions.

3.2. OVER AND ABOVE WORK REQUESTS (OAWR).

3.2.1. IAW DFARS, Section 252.217-7028 (Reference (a)), the OAWR procedures shall cover, as a minimum:

3.2.1.1. The format, content, and submission of OAWRs by the supplier. OAWRs shall contain data on the type of discrepancy disclosed, the specific location of the discrepancy, and the estimated labor hours and material required to correct the discrepancy. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the ACO to perform the proposed work.

3.2.1.2. DCMA reviews, verifications, and authorization of the work.

3.2.1.3. Proposal pricing, submission, negotiation, and definitization.

3.2.2. As may be appropriate, OAWR procedures shall also address:

3.2.2.1. The place or places where the OAWRs are to be submitted.

3.2.2.2. DCMA reviews, verifications, and authorizations that are necessary before the supplier may begin the work to include how OAWRs are processed during off shifts and holidays.

3.2.2.3. A sampling strategy to verify minor defects. CMOs that experience a large number of OAWRs submitted per platform may implement a sampling strategy for minor defects when a basis of confidence has been established; i.e., supplier has demonstrated controls in identifying and documenting defects as over and above, or when a trend of repetitive defects has been established over several platforms. All OAWRs that affect safety of flight (SOF) or critical safety item (CSI), or that are classified as a critical or major shall be reviewed and verified.

3.2.2.4. Additional documentation required to support the OAWR.

3.2.2.5. Identifying codes or symbols indicating disposition/decision of OAWRs.

3.2.2.6. Submission and authorization procedures for contractor-acquired property requests.

3.2.2.7. Supplier responsibilities for reporting production progress.

3.2.2.8. The process for identifying work requests that affect CSI critical characteristics or SOF items. Procedures may refer to the applicable SOF Program Plan for SOF items.

3.2.2.9. Submission and authorizations procedure for cannibalization or rob-back.

3.2.2.10. Identifying completed inspections that require reinspection (break of inspection (BOI)).

3.2.2.11. OAWR rejection/disapproval process.

3.2.3. IAW paragraph (c) of DFARS, Section 252.217-7028 (Reference (a)), upon discovery of the need for O&A work, the supplier shall prepare and furnish to DCMA an OAWR IAW the agreed-to procedures. The ACO shall require the following elements in the supplier's work request proposal:

3.2.3.1. Contract Number and Task Order Number.

3.2.3.2. Title of Program.

3.2.3.3. Date of submission.

3.2.3.4. A description of the proposed work, including disposition instructions and adequately defined inspection and acceptance criteria.

3.2.3.5. Work request number.

3.2.3.6. Total proposed firm-fixed-price supported by a breakdown of labor, parts and materials, direct travel costs, and other cost/price elements, as needed or if applicable, by documents/work requests indicating the already agreed to negotiated hours.

3.2.4. Upon receipt of an OAWR, DCMA shall:

- Promptly review the work request
- Verify that the proposed work is required and not covered under the basic contract line item(s)
- Verify that the proposed corrective action is appropriate
- Verify funding is available
- Verify or establish SOF hold point(s)
- Authorize O&A work, as necessary

3.2.4.1. Assigned QA personnel shall also:

3.2.4.1.1. Determine whether the work requested is or is not pre-priced by the contract.

3.2.4.1.2. Verify that the work to be performed is adequately described, and includes appropriate disposition instructions (e.g., repair, manufacture or acquire replacement, scrap, disassembly or part removal to facilitate accomplishment of the OAWR).

3.2.4.1.3. On component or item level repairs, evaluate the supplier's "Beyond Economical Repair" (BER) dispositions. This may be a multifunctional effort involving other functional specialists. Typically, BER thresholds are established by the procuring activity and any costs exceeding BER threshold or disposal of the BER equipment need to be coordinated/ approved by the procuring contracting officer (PCO).

3.2.4.1.4. Verify that the inspection and acceptance criteria are adequately defined (including, as applicable, references to TOs and TM requirements, BOIs, etc.).

3.2.4.2. Assigned M&PS shall also:

3.2.4.2.1. Evaluate the reasonableness of proposed labor hours and material costs.

3.2.4.2.2. Analyze labor hour and material trends, and with input from the supplier, identify and recommend to the ACO potential standards for hours and/or materials for repetitive tasks, work, etc., addressed in OAWRs.

3.2.4.2.3. Assess impact of OAWRs to the supplier's ability to meet contractual schedules.

3.2.4.3. Depending on the complexity of OAWRs, evaluation of documented repairs for adequacy or determining the reasonableness of proposed labor hours and materials may warrant the need for DCMA engineering support.

3.2.4.4. Any OAWR not adequately/completely prepared shall be returned to the supplier for correction. Resubmitted OAWRs shall be re-evaluated in their entirety.

3.2.5. The ACO shall promptly obtain the supplier's proposal for the O&A work and shall negotiate a settlement with the supplier for the O&A work. The ACO shall then execute a contract modification to definitize all O&A work.

3.2.5.1. The ACO should fully evaluate the supplier's proposal to ensure that a fair and reasonable price is negotiated and adequately document the principal elements of the negotiated agreement with documentation maintained in the official contract file IAW DCMA-INST 120, "Pricing and Negotiation ~~—Contracts~~" (Reference (k)).

3.2.5.2. The ACO should fully evaluate the supplier's proposal to confirm consistency between the proposal and all requirements or limitations contained in the base contract or contract modifications and between the technical proposal and the technical requirements of the OAWR. If the proposal consists of completed work requests that have gone through DCMA QA personnel for verification and DCMA M&PS for evaluation, the ACO can utilize this for their evaluation.

3.2.5.3. The ACO should obtain the assistance of functional specialists and cost price analysts (as needed) to develop an independent Government cost estimate (IGCE), as applicable.

The functional specialist and cost price analysts may provide other cost/pricing baseline data in lieu of a detail IGCE. Additionally, the ACO, with the assistance of the functional specialist, should document any differences identified between the supplier's cost/price proposal and the IGCE or other cost/pricing baseline. These differences should be evaluated for materiality. If the differences are material, they should be addressed during negotiations to arrive at a negotiated fair and reasonable price.

3.2.5.4. If a negotiated settlement cannot be reached because the ACO does not accept the price proposal as fair and reasonable, or the proposal is unsupported, then the ACO can make a unilateral settlement which the contactor can dispute IAW DFARS, Section 252.217-7028 (Reference (a)), and resolve according to the requirements of the disputes clause contained in the contract.

3.2.6. The CMO shall establish a work request control *system methodology* that tracks the:

- OAWRs received
- Disposition for each request
- Amounts of funds committed for O&A
- Amounts obligated for each work request
- Balances remaining
- Rejected OAWRs and the reason for the rejection

3.2.6.1. Unpriced orders shall be entered into the Pricing and Negotiation eTool IAW DCMA-INST 120 (Reference (k)), to ensure timely definitization of OAWRs.

3.2.6.2. This *system methodology* should be accessible by all ~~DCMA CMO~~ personnel involved in reviewing, verifying, and authorizing OAWRs.

3.2.7. When items are returned through the Product Quality Deficiency Report process or other customer-initiated investigations, assigned QA personnel shall ensure the supplier is not circumventing their responsibility for supplier-caused defects through the submission of an OAWR.

3.2.8. *Unless specifically withheld by the PCO*, ~~the~~ ACO is the final approval authority for all OAWRs. Functional specialists shall provide the ACO advice on impasses with the supplier over whether the work requested is actually O&A or impasses about acceptable work request form and content. The ACO shall make the final decision.

3.3. DEVELOP A RISK-BASED SURVEILLANCE PLAN.

3.3.1. Manufacturing and production personnel shall perform risk assessment and develop a surveillance plan IAW DCMA-INST 204, “Manufacturing and Production” (Reference (l)).

3.3.2. For QA personnel, in addition to DCMA-INST 326, “Risk Assessment – QA” (Reference (m)) and DCMA-INST 309, “*Government Contract Quality Assurance (GCQA) Surveillance Planning*” (Reference (n)) requirements, the risk assessment, and the Government contract quality assurance (GCQA) surveillance plan shall address the following if applicable to the contract.

3.3.2.1. The supplier has a receiving/induction inspection process for each repairable asset. This process should be adequate to capture the “as received” condition of the repairable asset. This is essential to accurately determine if the asset is in the appropriate condition to be overhauled, repaired, or modified. The “as received” condition also serves as the baseline for determining supplier responsible defects versus military user caused defects that may be beyond the scope of the contract.

3.3.2.2. Where there is a possibility of the military services sending repairable assets to the overhaul/repair supplier without having first removed all classified equipment, the receiving/induction process should be able to adequately safeguard and report any such instances. The plan shall include a requirement to confirm that all steps have been taken by the supplier when classified equipment is detected.

3.3.2.3. The supplier has an adequate process for authorizing and controlling retesting and BOIs resulting from cannibalization and rob-back actions.

3.3.2.4. Verify/witness appropriate disposal of Government contract property to include any demilitarization requirements when formally delegated to assigned QA personnel by the assigned PA/PLCO.

3.3.2.5. The supplier has an adequate process for maintaining and controlling repair manuals and military service technical manuals/instructions.

3.4. OMMR OF AIRCRAFT, AVIATION SYSTEMS, AND EQUIPMENT. The following aircraft unique scenarios shall apply:

3.4.1. CSIs, IAW Joint Aeronautical Commanders Group (JACG) DCMA-INST CSI (AV), “Management of Aviation Critical Safety Items” (Reference (o)).

3.4.1.1. Only conforming CSIs purchased from sources approved by the Service Engineering Support Activity (ESA) shall be used.

3.4.1.2. All permanent or temporary modification requests for CSIs shall be forwarded to the cognizant Service ESA, through the ACO and PCO for review and approval.

3.4.1.3. Modification of CSIs during installation or repair in order to make them fit or function is prohibited unless approved by the Service ESA.

3.4.1.4. When QA personnel anticipate delegating to a host nation, the GCQA functions for aviation CSIs maintained, repaired, or overhauled at supplier's facilities outside the U.S., they should obtain concurrence from the affected service ESA.

3.4.1.5. To prevent their reentry into the supply system, suspect or unserviceable CSIs as described in paragraph 4.b. of DCMA-INST CSI (AV) (Reference (o)) shall be mutilated prior to disposal.

3.4.2. Commercial derivative aircraft.

3.4.2.1. When commercial derivative aircraft are overhauled, modified, or repaired on FAR, Part 15, "Contracting by Negotiation" (Reference (p)) type contracts with or without FAA specific requirements, DCMA surveillance shall be commensurate with the stated contract requirements.

3.4.2.2. As referenced in DFARS, Part 246, Subpart 246.4, Section 246.408-71, "Aircraft" (Reference (q)):

3.4.2.2.1. FAA evaluations, to include flight airworthiness certificates, are not substitutes for normal DCMA surveillance. Per DCMA-INST 8210.1, "Contractor's Flight and Ground Operations" (Reference (r)), it is the contractor's responsibility to sign off airworthiness of the aircraft. DCMA performs surveillance to ensure required contract work has been performed and does not inspect Safe for Flight nor sign off any paperwork (FAA Form 337 or 8130-31) that states "Aircraft is ready for flight, Aircraft is safe for flight, Exceptional Release, Maintenance Release or Aircraft is Airworthy".

3.4.2.2.2. Assigned QA personnel shall ensure that the contractor possesses any required FAA certificates prior to acceptance.

3.5. EXECUTE PLANNED SURVEILLANCE.

3.5.1. The assigned M&PS shall execute planned surveillance IAW DCMA-INST 204, (Reference (l)).

3.5.2. Assigned QA personnel shall execute planned surveillance and document results IAW DCMA-INST 311, "Process Review - QA" (Reference (s)), DCMA-INST 324, "Product Examination - QA" (Reference (t)), and DCMA-INST 322, "Quality System Audit" (Reference (u)). QA personnel surveillance activities shall also include:

3.5.2.1. Verifying authorized OAWRs have been satisfactorily completed to include all necessary inspections and tests have been accomplished. Sampling of completed OAWRs IAW a statistically valid sampling plan may be employed.

3.5.2.2. Verification of completed OAWRs associated with CSI critical characteristics IAW DCMA-INST 303, “Critical Safety Items (CSI)” (Reference (v)).

3.5.2.3. Inspection of SOF items IAW the applicable SOF Program Plan and DCMA-INST 308, “Safety of Flight (SOF)” (Reference (w)).

3.6. ISSUE CORRECTIVE ACTION REQUEST (CAR). CARs shall be issued when contractual non-conformances are discovered IAW DCMA-INST 1201, “Corrective Action Process” (Reference (x)). Repetitive submittals of OAWRs that are within the scope of contractual repairs and repetitive submittals of inadequate or incomplete OAWRs are a basis for a Level II or higher CAR.

3.7. PERFORM DATA COLLECTION AND ANALYSIS. Assigned QA personnel shall perform data collection and analysis IAW DCMA-INST 323, “Data Collection and Analysis” (Reference (y)). If applicable, the results of FAA evaluations should be used in DCMA Data Collection and Analysis to support risk assessments and to determine supplier performance.

3.8. PRODUCT ACCEPTANCE AND RELEASE. Assigned QA personnel shall accept and release contract deliverables IAW DCMA-INST 314, “Product Acceptance and Release – QA” (Reference (z)).

GLOSSARY**ACRONYMS**

ACO	administrative contracting officer
BER	beyond economic repair
BOI	break of inspection
CAR	corrective action request
CMO	contract management office
CSI	critical safety item
DCMA-INST	DCMA Instructions
DFARS	Defense Federal Acquisition Regulation Supplement
ESA	engineering support activity
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulation
GCQA	Government Contract Quality Assurance
IAW	in accordance with
IGCE	independent Government cost estimate
JALC	Joint Aeronautical Logistics Commanders
M&PS	manufacturing and production specialist
O&A	over and above
OAWR	over and above work request
OMMR	overhaul, maintenance, modification, and repair
PA	property administrator
PAOC	postaward orientation conference
PCO	procuring contract officer
PLAS	Performance Labor Accounting System
PLCO	plant clearance officer
QA	quality assurance
SOF	safety of flight

TM
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Technical Manual
Technical Order