



Administrative Office of the United States Courts Procurement Management Division

MEMORANDUM

DATE: 13 April 2026

FROM: Fermaint Rios, Procurement Executive

TO: Acquisition Management Office Staff

SUBJECT: Deviation from Guide, Volume 14, Chapter 1: Appendix 1Z Glossary of Procurement Terms; Chapter 3, § 310.50 *GSA Federal Supply Schedules*; and Chapter 3, § 335.50 *Use of Brand Name Descriptions*

PURPOSE

The purpose of the attached deviations from Guide to Judiciary Policy (Guide), Volume 14; specifically: Chapter 1, Appendix 1Z (Glossary of Procurement Terms); Chapter 3, § 310.50 (GSA Federal Supply Schedules); and Chapter 3, § 335.50 (Use of Brand Name Descriptions), is to align PMD's Federal Supply Schedule (FSS) ordering procedures with the Revolutionary FAR Overhaul's restructuring of FAR Part 8 and its relocation of detailed FSS ordering requirements to GSAR Part 538.

BACKGROUND

On April 15, 2025, President Trump issued Executive Order (E.O.) 14275, *Restoring Common Sense to Federal Procurement*. The EO directed the Administrator of the Office of Federal Procurement Policy (OFPP), in coordination with the Federal Acquisition Regulatory Council (FAR Council), agency heads, and senior acquisition officials, to amend the Federal Acquisition Regulation (FAR) so that it contains only those provisions required by statute or necessary to support simplicity, usability, system effectiveness, or economic and national security interests. This effort was branded as the Revolutionary FAR Overhaul (RFO).

On May 2, 2025, the Office of Management and Budget (OMB) issued Memorandum M-25-26, *Overhauling the Federal Acquisition Regulation*, instructing agencies to "generally issue individual or class deviations to implement the FAR Council's deregulated coverage within 30 days after the Council releases its model deviation text," and to provide copies of class deviations to the FAR Secretariat for public posting on Acquisition.gov.

On August 14, 2025, the FAR Council released the completed revisions to FAR Part 8 and the associated FAR Part 52 clause, with updates issued on August 29, 2025. The RFO model deviation text for FAR Part 8 includes the following key changes:

- Restructuring and organizing the part to follow the logical flow of the acquisition lifecycle and enhance usability.
- Simplifying guidance on mandatory sources of supply.
- Establishing mandatory use of designated government-wide contracts or blanket purchase agreements when OFPP identifies them as “required use” vehicles.
- Retaining emphasis on the AbilityOne Program.

A significant component of this overhaul is the relocation of Federal Supply Schedule (FSS) ordering procedures from the FAR to the General Services Administration Acquisition Regulation (GSAR). The new structure replaces the previously prescriptive framework in FAR subpart 8.4 with a streamlined set of essential requirements for placing orders and establishing blanket purchase agreements under FSS contracts. This shift is intended to accelerate acquisition timelines and provide contracting professionals with greater flexibility to employ innovative approaches when acquiring products, services, and solutions through the FSS program.

As part of this restructuring, former FAR Subpart 8.4, *Federal Supply Schedules*, has been retitled *Ordering under the Federal Supply Schedule* and substantially streamlined, with most detailed procedures now incorporated into GSAM/GSAR Part 538.

APPLICABILITY AND DATE OF EFFECT

The deviations below apply only to the Acquisition Management Office’s (AMO) Procurement Management Division (PMD) and align its procedures with the Revolutionary FAR Overhaul’s restructuring of FAR Part 8 and its relocation of detailed FSS ordering requirements to GSAR Part 538. Although the federal Judiciary is not subject to the FAR, these deviations will reduce unnecessary effort and administrative burden. The changes, among other things, streamline documentation, simplify the treatment of Order Level Materials, remove outdated *Limited Sources Justification* and *Determination and Findings* requirements, and clarify the documentation requirements for GSA FSS brand name rationales. These updates are intended to reduce administrative burden while maintaining appropriate oversight and consistency with current federal practices.

The deviations are effective immediately and shall remain in effect for PMD until the relevant chapters, sections, and clauses of Volume 14 are formally revised to incorporate the updated language and terminology described the deviations below.

Further, I authorize the Chief, Acquisition Policy and Training Division—working in consultation with the Deputy Procurement Executive—to approve, on a case-by-case basis, the use of the authorities provided by this deviation for contracting officers in judiciary units who may benefit from their early application.

Fermaint Rios Jr., Judiciary Procurement Executive

Deviation No. 1

Guide, Volume 14, Chapter 1: Appendix 1Z Glossary of Procurement Terms is updated by (1) removing the definition of Limited Source Justification, and (2) adding a new definition for Order-level materials (OLMs). The definition of Limited Source Justification is removed as it will no longer be required (under the revised § 310.50.63 a Sole Source Justification will be required and § 310.50.66 will now require either a Sole Source Justification or documentation on the basis for restricting consideration, based on the circumstances). A new definition of Order-level materials (OLMs) is added as updated § 310.50.30 now prescribes methods for including OLMs when using GSA Federal Supply Schedules. The changes are as follows:

~~**Limited Source Justification (LSJ)**—A document to justify and obtain approval for limiting sources in a procurement that exceeds the GSA’s micro-purchase threshold at either the order or BPA level. See: Guide, Vol. 14, § 310.50.63 (Limiting Sources on Orders Placed Under Federal Supply Schedules) and § 310.50.66 (Limiting Sources Based on Item Particular to One Manufacturer (Brand Name)).~~

Order-level materials (OLMs) means products, services, and/or solutions (a combination of products and/or services) acquired in direct support of an order placed against a FSS contract, including orders under FSS BPAs, when the products, services, and/or solutions are not known at the time of FSS contract or FSS BPA award. OLM pricing is not established in FSS contracts or FSS BPAs.

Deviation No. 2

Guide, Volume 14, Chapter 3, § 310.50 GSA Federal Supply Schedules is updated to establish a clearer, more flexible framework for using GSA Federal Supply Schedules by prescribing methods for including Order-Level Materials (OLMs) in orders, aligning Judiciary practice with current GSA policy, and streamlining FSS orders and BPAs by replacing outdated restrictions. Changes include: removal of the requirement for a determination that the use of GSA Schedules is the best procurement approach; removal of the required use of the Limited Source Justification; and updates on the documentation requirements for GSA FSS brand name rationales, among other changes streamlining FSS ordering.

§ 310.50 GSA Federal Supply Schedules

§ 310.50.10 In General

The Federal Supply Schedule (FSS) program is also known as the GSA Schedules Program or the Multiple Award Schedule (MAS) Program. The FSS program is directed and managed by GSA and provides federal agencies (including the judiciary) with a simplified process for obtaining commercial products and services at prices associated with volume buying. Indefinite-

delivery contracts are awarded to provide products and services at stated prices for given periods of time.

§ 310.50.20 GSA Advantage!

GSA offers an online shopping service called [GSA Advantage!](#) through which COs may place orders against schedules. GSA Advantage! enables COs to search specific information (i.e., national stock number, part number, common name), review delivery options, place orders directly with schedule contractors, and pay for orders using the judiciary purchase card.

§ 310.50.23 eBuy

[eBuy](#) is GSA's electronic Request for Quotation (RFQ) system and is a part of a suite of online tools that complement GSA Advantage! eBuy allows COs to post requirements and obtain quotes electronically.

§ 310.50.26 Further Guidance

For more information or assistance on either GSA Advantage! or eBuy, contact GSA at gsa.advantage@gsa.gov.

§ 310.50.30 Order-level materials

- (a) Mandatory requirements. For OLMs to be included in an order—
 - (1) They must not be the primary purpose of the order;
 - (2) They must be clearly identified in the order as items not on the contractor's FSS contract or FSS BPA; and
 - (3) A fair and reasonable price determination must be made for each authorized OLM, but is not required prior to award of the order; and.
- (b) Optional requirements. The ordering CO should—
 - (1) Authorize FSS contractors to acquire OLMs from priority sources under FAR part 8. Ordering activities do not need to authorize FSS contractors when OLMs are acquired under GSAM/R 538.7102-1(e).
 - (2) Include any additional requirements governing the OLMs being ordered that are not otherwise included in the contractor's FSS contract or FSS BPA.

§ 310.50.33 Use of GSA Schedules

COs will issue delivery orders or task orders directly to the schedule contractors for the required products and services. The delivery or task order must cite the applicable GSA contract number from which the order is placed. When placing orders or establishing a BPA under FSS contracts, COs must not seek competition outside of the schedules or synopsise the requirement on sam.gov.

a) Requirement

- (1) The judiciary is required to follow the ordering procedures established by GSA.

§ 310.50.36 Clauses/Provisions Applicable to FSS Order

- (a) Orders placed by a CO under FSS contracts must be consistent with the judiciary's procurement program requirements applicable to the procurement of the product or service.
- (b) When ordering from GSA FSS, the judiciary is required to follow the ordering procedures established by GSA.
- (c) The CO may determine that judiciary specific clauses also apply. The CO may then add those to the order. See: [Guide, Vol. 14, Appx. 1B \(Solicitation Provisions and Contract Clauses\)](#). However, the CO should not include provisions or clauses that:
 - (1) are already part of the GSA contract (except as directed in judiciary procurement guidance);
 - (2) conflict with the GSA contract provisions or clauses; or
 - (3) create ambiguities when added to GSA contract provisions or clauses.

§ 310.50.42 Placing FSS orders and establishing FSS BPAs

- (a) To solicit quotations for orders and BPAs against FSS contracts, issue a Request for Quotation (RFQ). A quotation is not an offer. Consequently, the procedures described in this subpart are not considered negotiations or source selection. Ordering activities are not required to have evaluation plans, score quotations, or establish a competitive range before communicating with quoters or soliciting revised quotations. To maximize efficiency, ordering activities are encouraged to use innovative RFQ approaches when placing orders and establishing FSS BPAs. Learn more about innovative RFQ approaches in the Periodic Table of Acquisition Innovations at <https://acquisitiongateway.gov/periodic-table>
- (b) COs must—
 - (1) Follow Volume 14 Chapter 2 to the extent necessary, for purposes of planning, conducting market research, and defining their needs. For example, ordering activities may use FSS e-tools (e.g., GSA Advantage!®) to search for and compare products, services, and solutions offered under the FSS program.
 - (2) When placing an order, including orders under FSS BPAs, using a contract type other than fixed-price, execute a determination and findings (D&F) that a firm-fixed-price or fixed-price with economic price adjustment is not suitable.
 - (3) Check the System for Award Management (SAM.gov) for active contractor exclusion records prior to award.
 - (4) Award the FSS order to (or establish the FSS BPA with) the FSS contractor that represents the best value and notify any unsuccessful quoters.
 - (5) Document the file to the extent necessary to support the award decision, such as demonstrating that each quotation submitted by an FSS contractor in response to

an RFQ was fairly considered. See § 310.50.63 for additional documentation requirements when the order is to be placed, or FSS BPA established, on a sole source basis.

- (6) If an unsuccessful quoter requests information on an award within 3 days after the date on which that quoter received notification of contract award, provide a brief explanation of the award decision that explains why the unsuccessful quoter was not selected.

(c) COs may-

- (1) Seek further price discounts or other concessions before placing an order or establishing a FSS BPA.
- (2) Place orders orally when using the procedures in § 310.50.43(a) or § 310.50.43(b)(1)

(d) COs are not required to –

- (1) Determine contractor responsibility at the order level or BPA level as contractor responsibility has been determined at the FSS contract level.
- (2) Make a fair and reasonable price determination for FSS products, services, or solutions at the order level or BPA level as FSS contract pricing has been determined fair and reasonable.

(e) COs shall not—

- (1) Set aside, reserve or otherwise place orders or establish FSS BPAs with small business concerns identified in FAR part 19.

§ 310.50.43 Procedures.

These procedures apply to placing orders and establishing BPAs against FSS contracts.

(a) Acquisitions valued at or below the FAR micro-purchase threshold.

- (1) Place order or establish BPA with any FSS contractor that can meet the need.
- (2) Although not required to solicit from a specific number of FSS contractors, ordering activities should attempt to distribute orders among FSS contractors.

(b) Acquisitions valued above the FAR micro-purchase threshold, but not above the FAR simplified acquisition threshold (SAT)

- (1) When the product, service, or solution is clearly defined and is available for purchase at a fixed-price (e.g., capability-as-a-service, subscription, training) place the order after—

- (A) Considering reasonably available information about the product, service, or solution by surveying three or more FSS contractors on [GSA Advantage!®](#);
- (B) Considering reasonably available information about the product, service, or solution by reviewing the FSS contract catalogs of three or more FSS contractors;

- (C) Publishing an RFQ on GSA's [eBuy](#); or
 - (D) Issuing an RFQ to three or more FSS contractors.
 - (2) When the product, service, or solution is not clearly defined, involves OLMs, requires a statement of objectives, statement of work, or performance work statement, or is not available for purchase at a fixed-price—
 - (A) Publish an RFQ on GSA's [eBuy](#); or
 - (B) Issue an RFQ to three or more FSS contractors.
 - (3) When the product, service, or solution is to be procured on a sole source basis, execute a justification in accordance with § 310.50.63(a).
- (c) Acquisitions valued above the SAT.
- (1) Unless a justification is executed and approved in accordance with § 310.50.63(b)—
 - (A) Publish an RFQ on GSA's [eBuy](#); or
 - (B) Issue an RFQ to as many FSS contractors offering the product, service, or solution as practicable, to reasonably ensure that quotations will be received from at least three FSS contractors. If fewer than three quotations are received, document the file by describing how no additional FSS contractors capable of meeting the need could be identified despite reasonable efforts taken.
 - (2) RFQs must describe the work to be performed and the basis on which selection will be made.
 - (3) Fairly consider all quotations received by evaluating and making award according to the basis described in the RFQ.

§ 310.50.52 File Documentation

At a minimum, the CO must include the following documentation for each award:

- a) the schedule contracts considered, noting the contractor from which the service was purchased;
- b) a description of the service purchased;
- c) the amount paid;
- d) the evaluation methodology used in selecting the contractor to receive the order;
- e) the rationale for any trade-offs, if trade-off methodology is used, in making the selection (required only when a best value evaluation methodology is used) (**see: [§ 330.40.30 \(Best Value Awards\)](#) and [§ 330.40.40 \(Selection Documentation\)](#)**); and
- f) the rationale for using other than a firm-fixed price order.

§ 310.50.53 FSS Blanket Purchase Agreements

This subsection outlines additional requirements specific to FSS BPAs. FSS BPAs may be established with one or more FSS contractors to fill repetitive needs. FSS BPAs shall be established in accordance with the procedures in § 310.50.42 and § 310.50.43.

- (a) Content requirements. FSS BPAs must, at a minimum, include—
 - (1) Sufficient detail about the need, such as scope of work;
 - (2) An ordering period, inclusive of any options or award terms;
 - (3) Ordering activity requirements (e.g., invoicing, delivery, and discounts/other concessions) that are not otherwise included in the FSS contract; and
 - (4) Ordering procedures that—
 - (A) Identify the customers/individuals authorized to place orders and any limitations surrounding the placement of orders;
 - (B) For multiple-award BPAs, ensure that orders above the SAT are solicited from—
 - 1. all BPA holders; or
 - 2. as many BPA holders as practicable and document when three qualified BPA holders were not solicited.
- (b) Duration. FSS BPAs may be established with an ordering period that extends beyond the current term of a contractor's FSS contract, so long as there are option periods in the contractor's FSS contract that, if exercised by the FSS contracting officer, will cover the FSS BPA's ordering period, including options and award terms.
- (c) Review. On an annual basis or prior to exercise of an option or award of an award term, FSS BPAs must be reviewed and a written determination made as to whether—
 - (1) The BPA still represents the best value;
 - (2) Estimated quantities/amounts have been reached or exceeded;
 - (3) The BPA ordering procedures are being followed;
 - (4) Additional price discounts or other concessions can be obtained; and
 - (5) The FSS contract, against which the BPA is established, is still in effect.
- (d) Ordering. When placing orders against multiple-award FSS BPAs, follow the ordering procedures established by the FSS BPA.
- (e) Single Award BPA Under GSA. Judiciary COs should, to the maximum extent practicable, give preference to establishing multiple award BPAs, rather than establishing a single source BPA.
 - (1) No single award BPA with an estimated value exceeding \$150 million (including any options), may be awarded unless the Procurement Executive (PE) has determined in writing that:
 - (A) Orders under the BPA are so integrally related that only a single source can reasonably perform the work;

- (B) The BPA provides for only firm-fixed priced orders for products with unit prices established in the BPA, or services with prices established in the BPA for specific tasks to be performed;
 - (C) Only one source is qualified and capable of performing the work at a reasonable price to the judiciary; or
 - (D) It is necessary in the public interest to award the BPA to a single source for exceptional circumstances.
- (2) The requirement for determination for a single-award BPA greater than \$150 million is in addition to any applicable requirement for a limited-sources justification at [§ 310.50.46 \(Ordering Procedures for Services Requiring a Statement of Work\)](#). However, the two documents may be combined into one document.

§ 310.50.56 Price Reductions

COs may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review.

§ 310.50.60 Authorized Dealers

If provided by the schedule contract, quotes may be solicited from and later awards may be made to any FSS contract holders or the schedule holder's designated agents or authorized dealer. The designated agents or authorized dealer must be identified in the FSS contract. It is the CO's responsibility to review the FSS contract.

§ 310.50.63 Sole Source Justifications

Orders placed or BPAs established against FSS contracts are exempt from the requirements in § 330. However, a CO must justify its action when awarding on a sole source basis in accordance with this subsection.

- (a) Exceeding the FAR MPT, but not exceeding the FAR SAT. The ordering CO must determine in writing that the circumstances of the acquisition deems only one source reasonably capable of providing the products, services, or solutions (e.g., urgency, exclusive licensing agreements, items particular to one manufacturer).
- (b) Exceeding the FAR SAT.
 - (1) Statutory exceptions. The statutory exceptions supporting the placement of an order or establishment of a FSS BPA that exceeds the SAT on a sole source basis are:
 - (A) The need is of such unusual urgency that following the procedures would result in unacceptable delays in fulfilling that need;
 - (B) Only one source is capable of providing the products, services, or solution required at the level of quality required because the products, services, or solutions are unique or highly specialized;

- (C) The order should be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to an FSS order already issued on a competitive basis;
 - (D) It is necessary to place the order with a particular FSS contractor to satisfy a minimum guarantee established in the FSS BPA; or
 - (E) A law expressly authorizes or requires that the purchase be made from a specified source.
- (2) Content requirements. Justifications must be in writing and include sufficient detail and supporting rationale to support the exception used.
- (3) Publication requirements. (i) Justifications must be made publicly available within 14 days after award, except—
- (A) For justifications made under paragraph (b)(1)(i) of this subsection, which must be posted within 30 days after contract award; and
 - (B) When publication is not required. Publication is not required in the event of extraordinary circumstances or where publication would compromise national security (e.g., would result in disclosure of classified information or create other security risks).
- (4) Justifications must be made publicly available—
- (A) At the Government-wide Point of Entry (GPE) – SAM.gov; and
 - (B) For a minimum of 30 days.
- (5) Before publication, justifications must be carefully screened—
- (A) To identify and remove any contractor proprietary data, including references and citations as are necessary to protect such proprietary data.

310.50.66 Items Peculiar to One Manufacturer

- (a) General. An item peculiar to one manufacturer can be a particular brand name, product, or a feature of a product, peculiar to one manufacturer. A brand name item, whether available on one or more schedule contracts, is an item peculiar to one manufacturer.
- (b) Requirement. Items peculiar to one manufacturer must not be acquired unless—
- (1) The particular brand name, product, or feature is essential to the Judiciary’s requirements, and market research indicates other companies’ similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the need; and
 - (2) The file is documented accordingly—
 - (A) If the order is to be placed (or FSS BPA established) competitively, the file must be documented concerning the basis for restricting consideration to an item peculiar to one manufacturer, or
 - (B) If the order is to be placed (or FSS BPA established) on a sole source basis, a justification must be executed in accordance with § 310.50.63.

§ 310.50.73 Payment

The judiciary may make payment for oral or written orders by any authorized means, including the judiciary's purchase card.

§ 310.50.76 Order Placement

- a) To order products or services from schedule contractors, COs may place orders orally, or use [GSA Form OF 347 \(Order for Supplies and Services\)](#) to order supplies or services from schedule contracts.
- b) The CO must place an order directly with the contractor according to the terms and conditions of the pricelists.
- c) Before placing the order, the CO must ensure that the judiciary procurement program requirements have been complied with.
- d) Orders must include the following information in addition to any information required by the schedule contract:
 - (1) complete shipping and billing addresses;
 - (2) GSA contract number;
 - (3) judiciary order number and date;
 - (4) F.O.B. delivery point (i.e., origin or destination);
 - (5) discount terms;
 - (6) delivery time or period of performance;
 - (7) national stock number (NSN);
 - (8) line item or subline item;
 - (9) a SOO/PWS/SOW for services, when required, or a brief, complete description of each item (when ordering by model number, features, and options, such as color, finish, and electrical characteristics, if available, must be specified);
 - (10) quantity and any variation in quantity;
 - (11) unit price;
 - (12) total price of order;
 - (13) where inspection and acceptance will take place;
 - (14) other relevant data (e.g., delivery instructions or receiving hours and size-or-truck limitations);
 - (15) marking requirements; and

(16) level of preservation, packaging, and packing.

§ 310.50.80 Administration of GSA Schedule Orders

GSA is responsible for administering FSS contracts, and the judiciary may not change, terminate, or otherwise undertake administration of an FSS contract. However, COs are responsible for administration of individual orders placed against FSS contracts, according to the terms and conditions of the GSA schedule contract, and must deal directly with the contractor. Such functions include:

- (a) inspecting and accepting products and services;
- (b) making or arranging for payment;
- (c) modifying orders;
- (d) terminating orders for default and charging contractors with resulting excess costs; and
- (e) terminating orders for the convenience of the judiciary.

§ 310.50.83 Inspection and Acceptance

1. (a)Supplies

(1) Receiving offices must inspect supplies at destination except when:

(A)the schedule contract indicates that mandatory source inspection is required to be performed by GSA; or

(B)a schedule item is covered by a product description, and the CO determines that GSA's inspection assistance is needed (based on the ordering volume, the complexity of the supplies, or the past performance of the supplier).

(2) When GSA performs the inspection, the CO will provide two copies of the order specifying source inspection to the GSA contracting officer for that specific schedule contract. The GSA contracting officer will notify the CO of acceptance or rejection of the products.

(3) Material inspected at source by GSA and determined to conform with the product description of the schedule, must not be reinspected for the same purpose. The judiciary receiving office must limit inspection to kind, count, and condition on receipt.

(4) Unless otherwise provided in the schedule contract, acceptance is conclusive, except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

(b) Services

The judiciary CO has the right to inspect all services according to the contract requirements and as called for by the order. The judiciary CO must perform any inspections and tests specified in the order in a manner that will not unduly delay the work.

310.50.86 Remedies for Nonconformance

(a) If a GSA schedule contractor delivers a product or service, but it does not conform to the order requirements, the CO must take appropriate action according to the inspection and acceptance clause of the GSA schedule contract, as supplemented by the order.

(b) If the contractor fails to perform an order, or take appropriate corrective action, the CO may terminate the order for cause or modify the order to establish a new delivery date (after obtaining consideration, as appropriate). COs must comply with [§ 310.50.90 \(Termination for Cause\)](#) when terminating an order for cause.

§ 310.50.90 Termination for Cause

- a) A judiciary CO may terminate individual orders for cause. Termination for cause must comply with the GSA regulations for commercial items and may include charging the contractor with excess costs resulting from repurchase. The PE must review and approve, in writing, all proposed terminations of GSA schedule orders whether for cause or convenience.
- b) The GSA schedule contracting officer must be notified of all instances where a CO has terminated for cause an individual order to an FSS contractor, or if fraud is suspected.
- c) If the contractor asserts that the failure to perform was excusable, the CO must follow the procedures at [§ 310.50.22 \(Disputes with GSA Schedule Contractors\)](#).
- d) If the contractor is charged excess costs, the following apply:

(1) Any repurchase must be made at as low a price as reasonable, considering the quality required by the government, delivery requirements, and administrative expenses. Copies of all repurchase orders, except the copy furnished to the repurchase contractor or any other commercial concern must include the notation:

Repurchase against the account of _____ (*insert contractor's name*) under Order _____ (*insert number*) under Contract _____ (*insert number*).

(2) When excess costs are anticipated, the CO may withhold funds due the terminated contractor as offset security. COs must minimize excess costs to be charged against the terminated contractor and collect or set-off any excess costs owed.

(3) If a CO is unable to collect excess repurchase costs, it must notify the GSA schedule contracting office after final payment to the repurchase contractor.

(A) The notice must include the following information about the terminated order:

- name and address of the contractor;
- schedule, contract, and order number;
- national stock number (NSN) or special item number(s) (SIN), and a brief description of the item(s);
- cost of schedule items involved;
- excess costs to be collected; and
- other relevant data.

(B) The notice must also include the following information about the repurchase contract:

- name and address of the contractor;
- item repurchase cost;
- repurchase order number and date of payment;
- contract number, if any; and
- other relevant data.

e) Only the GSA schedule contracting officer may modify the schedule contract to terminate for cause any, or all, products or services covered by the schedule contract. If the GSA schedule contracting officer has terminated any products or services covered by the schedule contract, no further orders may be placed for those items. Orders placed before termination for cause must be fulfilled by the contractor, unless terminated for the convenience of the government by the CO.

§ 310.50.93 Termination for the Judiciary's Convenience

- a) A CO may terminate individual orders for the government's convenience. Terminations for the government's convenience must comply with GSA's regulations for commercial items included in the FSS contract. The PE must review and approve, in writing, all proposed terminations whether for cause or convenience.
- b) Before terminating orders for the government's convenience, the CO must endeavor to enter into a "no cost" settlement agreement with the contractor.

- c) Only the GSA schedule contracting officer may modify the schedule contract to terminate any, or all, products or services covered by the schedule contract for the government’s convenience.

§ 310.50.96 Disputes with GSA Schedule Contractors

Whenever possible, any disputes arising under orders placed by COs will be settled by the COs, within their COCP delegation authority. Above their delegation authority, the CO must refer the dispute to the PE. The following table outlines procedures for handling disputes with GSA schedule contractors.

§ 310.50.96 Disputes with GSA Schedule Contractors	
Type of Dispute	Details
(a) Disputes related to the performance of orders under a schedule contract	(1) Under GSA's standard Disputes clause included in all schedule contracts, the CO may either: (A) issue final decisions on disputes arising from performance of the order (but see: (b) below regarding disputes not relating to performance); or (B) refer the dispute to the GSA schedule contracting officer for a decision. (2) The CO must notify the GSA schedule contracting officer promptly of any final decision issued under (a)(1).
(b) Disputes related to the terms and conditions of schedule contracts	The CO must refer all disputes that relate to the schedule contract terms and conditions to the GSA schedule contracting officer for resolution under the “Disputes” clause of the schedule contract and notify the schedule contractor of the referral.
(c) Appeals	Contractors may appeal final decisions pertaining to disputes arising under the schedule contract, as well as orders placed thereunder, according to the applicable “Disputes” clause.
(d) Judiciary disputes clause	COs should include Clause 7-235 – Disputes in GSA RFQs, BPAs, and Orders .

Deviation No. 3

Guide, Volume 14, Chapter 3, § 335.50 Use of Brand Name Descriptions by removing reference to the now removed § 310.50.66 (Limiting Sources Based on Items Particular to One Manufacturer (Brand Name)) to streamline PMD approval requirements for GSA Schedule brand-name procurements by removing the applicability to FSS purchases:

§ 335.50 Use of Brand Name Descriptions

- a) A procurement that uses a brand name description or other purchase description to specify a particular brand name, product, or feature of a product that is peculiar to one manufacturer, limits competition regardless of the number of sources solicited. Use of such a description must be justified and approved using the AO Form that is applicable to the award. For appropriate forms, **see**:
 - [§ 335.60.30 \(Justification for Limiting Open Market Competition\)](#), for open market purchases; and
 - ~~§ 310.50.66 (Limiting Sources Based on Items Particular to One Manufacturer (Brand Name)), for orders against GSA Schedule contracts/BPAs; and~~
 - [Guide, Vol. 14, § 410.30.73 \(Documenting Exceptions to Fair Opportunity Requirement\)](#), for orders under another agency’s multi-award IDIQ contract.
- b) The justification should indicate that the use of such descriptions in the procurement is essential to the judiciary’s requirements, thereby precluding consideration of a product manufactured by another company.
- c) “Brand name or equal” descriptions, and other purchase descriptions that permit prospective contractors to offer products other than those specifically referenced by brand name, do not limit competition and therefore do not require justification and approval to support their use. **See:** [§ 335.40\(h\) \(Justification Not Required\)](#).