



OFFICE OF THE UNDER SECRETARY OF DEFENSE

3000 DEFENSE PENTAGON
WASHINGTON, DC 20301-3000

ACQUISITION
AND SUSTAINMENT

MEMORANDUM FOR COMMANDER, UNITED STATES CYBER
COMMAND (ATTN: ACQUISITION EXECUTIVE)
COMMANDER, UNITED STATES SPECIAL OPERATIONS
COMMAND (ATTN: ACQUISITION EXECUTIVE)
COMMANDER, UNITED STATES TRANSPORTATION
COMMAND (ATTN: ACQUISITION EXECUTIVE)
DEPUTY ASSISTANT SECRETARY OF THE ARMY
(PROCUREMENT)
DEPUTY ASSISTANT SECRETARY OF THE NAVY
(PROCUREMENT)
DEPUTY ASSISTANT SECRETARY OF THE AIR FORCE
(CONTRACTING)
DEFENSE AGENCY AND DOD FIELD ACTIVITY DIRECTORS

SUBJECT: Mandatory Justifications for Deletion of Clause Logic Service Required Provisions/
Clauses

The Department of Defense (DoD) Clause Logic Service (CLS) is an enterprise application in the Procurement Integrated Enterprise Environment (<https://piee.eb.mil>) that ensures the uniform application of Federal Acquisition Regulation (FAR) and Defense FAR Supplement (DFARS) provisions/clauses in contracts across the Department. CLS designates a provision or clause as “Optional” or “Required” based upon a user’s answer to questions about the requirement and acquisition strategy. In early FY 2020, CLS was updated to allow a user to delete a “Required” provision/clause, but only when a specific justification is provided by the user before deletion.

The importance of a specific justification for deletion cannot be understated. First, it allows the Defense Acquisition Regulations System (DARS) office to identify if the current provision or clause, or its prescription, needs to be updated, is no longer valid and should be removed, or if the verbiage needs to be clarified for better understanding. Second, it allows the CLS Program Management Office to confirm the CLS logic is coded correctly. Third, it allows each Service/Agency to review and verify their workforce does not delete required provisions or clauses inappropriately for a particular acquisition.

While CLS has received some adequate justifications (i.e., FAR/DFARS citations) for deletions since implementation of the capability, more often the justifications are of little value (e.g., “*Not applicable*”; “*Clause is not needed*”; or “*Contracting officer told me to*”). These justifications provide no context as to why the deletion occurred and do not contribute toward any resolution. Furthermore, this leads to the inconsistent use of provisions and clauses across the enterprise and defeats the original intent of CLS to provide the uniform application of the FAR and DFARS.

Therefore, I ask you to reinforce the requirement for your workforce to provide a specific justification to fully explain why a “Required” provision or clause was deleted when using CLS. Otherwise, if the lack of justifications continues, we may consider removing the delete functionality from CLS for “Required” provisions and clauses.

Please provide widest distribution of this memorandum to the DoD contracting workforce. My point of contact is Mr. Anthony Leone, Defense Contract Management Agency, at 804-931-3226, or anthony.s.leone.civ@mail.mil.

John M. Tenaglia
Principal Director,
Defense Pricing and Contracting