**Round #4 Q&A**

The MRP process described in the MRP General Info document appears to limit Contractor returns of material purchased from DLA to items coded as AAC D and Z in the DLA system, therefore items on the AF GEN III SOI coded as AAC H, AAC J would not be eligible for return to DLA and refund to the Contractor. The MRP General info document also appears to limit refunds of all returned and accepted DLA-sourced material to less than the material’s full purchase cost: "Credit will be for 75-80% of what the customer paid." Not accepting the return and refund of AAC H and J items the Contractor purchased from DLA and only refunding the Contractor for 75-80% of the purchase cost on all returned material will cause the Contractor to incur a substantial financial loss for this contract.

Please confirm that the RFP terms on Contractor returns and refunds of material purchased from DLA are not in any way limited by the language in the “CreditReturns” and “MRP General Info...”, and that the Contractor will be eligible to return all material purchased from DLA for a full refund except as limited by PWS 3.2.

**The contractor will be refunded 100% of the purchase price IAW the buyback limitations in the PWS. Through the current DLA credit return process as described in documents titled "CreditReturns" and "MRP General Info and Guidance on Submitting FTE Transactions" (found on GEN III website), the contractor will receive approximately 75-80% of the purchase price back in a refund. DLA plans on refunding the remaining amount via the Level of Support CLIN at time of reconciliation as described in the PWS section 3.2.**

At what point does 100% "transfer of title" of goods happen on product purchased from DLA?

**In accordance with FAR 51.106(a), "title to all property acquired by the contractor under the contracting officer's authorization shall vest in the parties as provided in the contract, unless specifically provided otherwise." For Air Force IPV Gen III, the Contracting Officer has decided that title to DLA sourced material requisitioned by the Contractor shall pass upon shipment. Please note that the title is not "free and clear" as the Contractor will only be allowed to deliver the material to the Government under performance of the IPV Gen III contract.**