



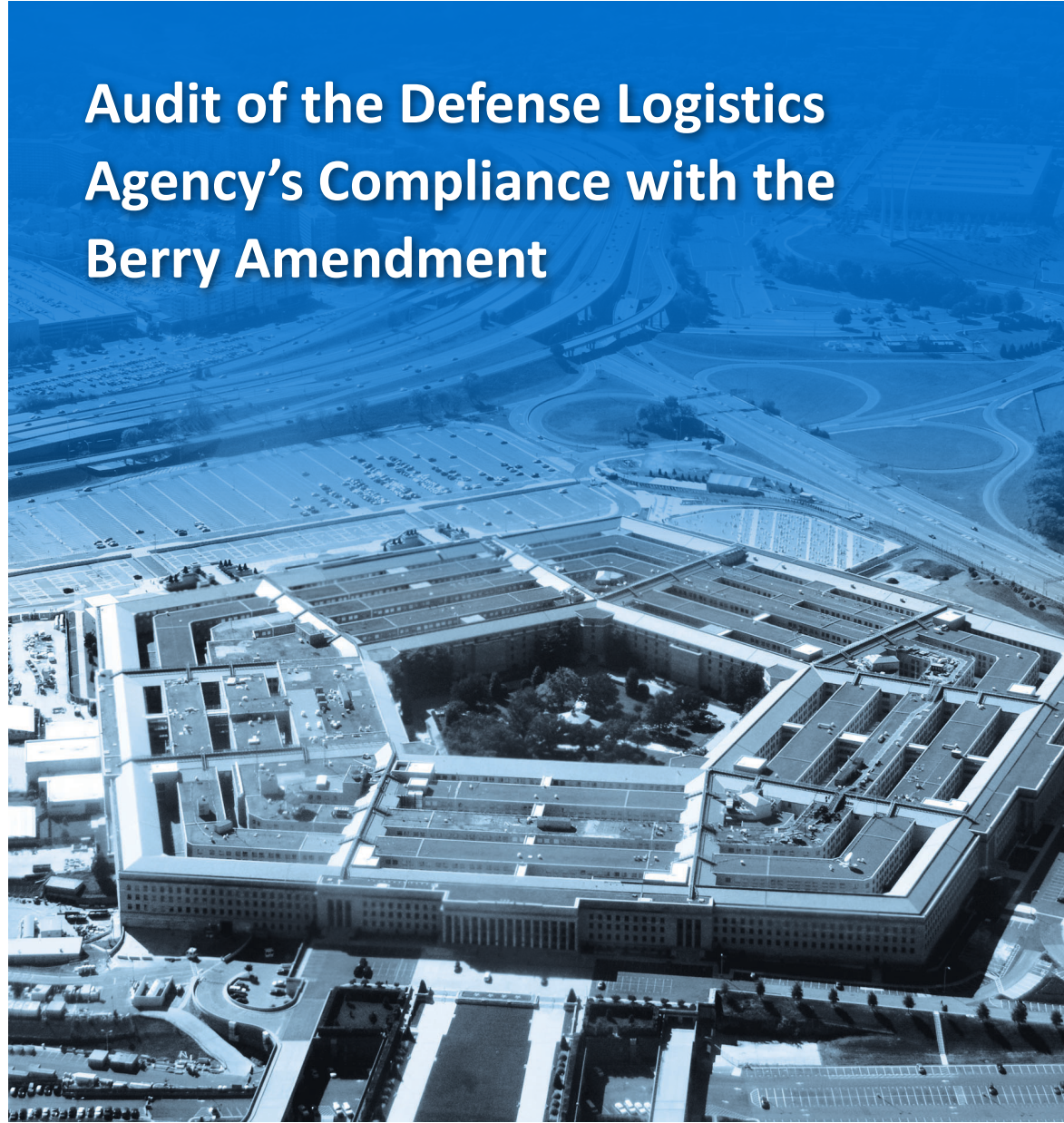
INSPECTOR GENERAL

U.S. Department of Defense

SEPTEMBER 15, 2025



Audit of the Defense Logistics Agency's Compliance with the Berry Amendment



INDEPENDENCE ★ INTEGRITY ★ EXCELLENCE ★ TRANSPARENCY





Results in Brief

Audit of the Defense Logistics Agency's Compliance with the Berry Amendment

September 15, 2025

Objective

The objective of this audit was to determine whether the Defense Logistics Agency (DLA) complied with the Berry Amendment for DoD procurements and acquisitions when purchasing covered materials and supplies from domestic sources.

The Berry Amendment is a legal requirement for the DoD to acquire certain goods, such as fabrics, food, and hand and measuring tools, from domestic sources whenever possible.

Finding

DLA contracting officials did not always comply with Berry Amendment requirements for DoD procurements and acquisitions on 82 contract actions reviewed, valued at \$2.78 billion, from four DLA contracting sites. DLA contracting officials did not include the required Berry Amendment clause in 27 of 74 solicitations; awarded 15 of 82 contract actions without any Berry Amendment clause; and awarded 20 of 82 contract actions, with the wrong Berry Amendment clause.

In addition, DLA and Defense Contracting Management Agency (DCMA) personnel responsible for inspection and acceptance of covered items did not review delivered items from 80 of 82 contract actions for compliance with the Berry Amendment.

This occurred because DLA contracting officials lacked experience with Berry Amendment requirements, had training and guidance with limited information on Berry Amendment responsibilities, and relied on contract writing systems that did not consistently pre-populate

Findings (cont'd)

Berry Amendment requirements. Furthermore, DLA and DCMA personnel did not review delivered items because they did not assess Berry Amendment requirements as sufficiently high risk of impact to life and safety, among other factors, to require inspection for compliance.

As a result, the DLA has limited to no assurance that items received from 35 of 82 contract actions, valued at \$40.21 million, without the required Berry Amendment clause complied with Amendment restrictions. By obtaining reasonable assurance that the DoD is procuring domestically produced items, DoD officials can strengthen the domestic industrial base, protect U.S. jobs, and ultimately promote national security.

Recommendations

We recommended that DLA officials develop and implement processes for Berry Amendment procurements, including adjusting the contract writing system to address Berry Amendment requirements, and display a system notice in the workload tool when contracting officials enter procurements for Berry Amendment contracts. Additionally, we recommended that a Defense Pricing, Contracting, and Acquisition Policy (DPCAP) official coordinate with appropriate DoD stakeholders and implement a risk-based approach for inspecting covered goods to determine Berry Amendment compliance.

Management Comments and Our Response

Of the five recommendations, DLA Acquisition and DLA Aviation-Huntsville personnel took corrective actions during the audit to address three recommendations; therefore, they are closed. The DPCAP Principal Director agreed with the recommendation and the DLA Acquisition Director partially agreed with another recommendation. Both planned to take appropriate action; therefore, the recommendations are resolved but open. We will close them when we verify that corrective action was taken. Please see the Recommendations Table on the next page for the status of the recommendations.

Recommendations Table

Management	Recommendations Unresolved	Recommendations Resolved	Recommendations Closed
Principal Director, Defense Pricing, Contracting, and Acquisition Policy	None	4	None
Director, Defense Logistics Agency Acquisition	None	1	2.a, 2.b
Chief of the Contracting Office, Defense Logistics Agency Aviation–Huntsville	None	None	3

Note: The following categories are used to describe agency management’s comments to individual recommendations.

- **Unresolved** – Management has not agreed to implement the recommendation or has not proposed actions that will address the recommendation.
- **Resolved** – Management agreed to implement the recommendation or has proposed actions that will address the underlying finding that generated the recommendation.
- **Closed** – The DoD OIG verified that the agreed upon corrective actions were implemented.



OFFICE OF INSPECTOR GENERAL
DEPARTMENT OF DEFENSE
4800 MARK CENTER DRIVE
ALEXANDRIA, VIRGINIA 22350-1500

September 15, 2025

MEMORANDUM FOR UNDER SECRETARY OF DEFENSE FOR ACQUISITION AND SUSTAINMENT
DIRECTOR, DEFENSE CONTRACT MANAGEMENT AGENCY
DIRECTOR, DEFENSE LOGISTICS AGENCY

SUBJECT: Audit of the Defense Logistics Agency's Compliance with the Berry Amendment
(Report No. DODIG-2025-158)

This final report provides the results of the DoD Office of Inspector General's audit. We previously provided copies of the draft report and requested written comments on the recommendations. We considered management's comments on the draft report when preparing the final report. These comments are included in the report.

This report contains five recommendations—three are closed and two are resolved but open. Three recommendations are closed because the Director, Defense Logistics Agency Acquisition and the Chief of the Contracting Office, Defense Logistics Agency Aviation–Huntsville took appropriate action during the audit. Two recommendations are resolved but open because the Principal Director, Defense Pricing, Contracting, and Acquisition Policy, and the Director, Defense Logistics Agency Acquisition, addressed the specifics of the recommendations in their comments. We will close the resolved recommendations when management provides us documentation showing that all agreed-upon actions are complete. Therefore, within 90 days please provide us your response concerning specific actions in process or completed on the recommendations. Send your response to either [REDACTED] if unclassified or [REDACTED] if classified SECRET. If you have any questions, please contact me at [REDACTED].

A handwritten signature in black ink, reading "Carmen J. Malone", is positioned above the typed name.

Carmen J. Malone
Assistant Inspector General for Audit
Acquisition, Contracting, and Sustainment

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Introduction

Objective

The objective of this audit was to determine whether the Defense Logistics Agency (DLA) complied with the Berry Amendment for DoD procurements and acquisitions when purchasing covered materials and supplies from domestic sources. See Appendix A for the scope, methodology, and prior coverage.

Background

We performed this audit in response to section 1601 of the National Defense Authorization Act for FY 2014.¹ The Act required the DoD Office of Inspector General (DoD OIG) to conduct periodic audits of contracting practices and policies related to procurement under the Berry Amendment. The DoD OIG previously conducted a series of audits on compliance with the Berry Amendment in FYs 2015 through 2020.² See Appendix A for details about the DoD OIG's prior coverage.

The Berry Amendment

The Berry Amendment is a legal requirement under section 4862, title 10, United States Code, that mandates the DoD to acquire certain goods from domestic sources whenever possible.³

The Berry Amendment promotes the purchase of goods manufactured in the United States by directing how the DoD can use funds to purchase items such as fabrics, food, and hand and measuring tools. Specifically, the Amendment directs DoD personnel not to use funds appropriated or otherwise made available to the DoD for the procurement of any covered item, either as end products or components, if the item is not grown, reprocessed, reused, or produced in the United States. As of April 28, 2022, the Berry Amendment restrictions generally

¹ Public Law 113-66, "National Defense Authorization Act for Fiscal Year 2014," December 26, 2013. Enacted under section 4862, title 10, United States Code (10 U.S.C. § 4862 [2023]).

² Report No. DODIG-2015-026, "Army Personnel Complied with the Berry Amendment But Can Improve Compliance with the Buy American Act"; Report No. DODIG-2015-161, "Naval Personnel Can Improve Compliance With the Berry Amendment and the Buy American Act"; Report No. DODIG-2016-051, "Air Force Personnel Can Improve Compliance With the Berry Amendment and the Buy American Act"; Report No. DODIG-2017-098, "Defense Logistics Agency Compliance With the Berry Amendment and the Buy American Act"; Report No. DODIG-2018-070, "Summary Report of DoD Compliance With the Berry Amendment and the Buy American Act"; and Report No. DODIG-2021-033, "Audit of the Department of Defense's Compliance with the Berry Amendment."

³ Section 4862, title 10, United States Code, 2021 (amended 2023). Public Law 116-283, "The William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021," section 1870(c)(2), "Transfer and Redesignation of Sections 2533, 2533a, 2533b, and 2534," January 1, 2021, renumbered the Berry Amendment from section 2553a to section 4862.

apply to acquisitions greater than \$150,000.⁴ The Amendment applies to end items and components, and requirements flow through to cover all levels of suppliers for covered items within six Federal Supply Groups (FSGs).⁵ Figure 1 includes the description of the six FSGs with examples of items the Berry Amendment typically covers.

Figure 1. Examples of Berry Amendment–Covered Items



Source: The DLA.

To ensure that DoD procurements comply with the Berry Amendment, the Defense Federal Acquisition Regulation Supplement (DFARS) requires contracting officials to include the proper Berry Amendment clauses in solicitations and contract awards for procurements of Berry Amendment–covered items. These procurements risk noncompliance with the Berry Amendment if contracting

⁴ Public Law 116–283, “National Defense Authorization Act for Fiscal Year 2021,” section 817, “Modification to Small Purchase Threshold Exception to Sourcing Requirements for Certain Articles,” January 1, 2021, adjusted the small purchase exception of the Berry Amendment from the simplified acquisition threshold to \$150,000. The DoD incorporated the \$150,000 threshold change into DFARS parts 225 and 252 through a rule change on April 28, 2022. FAR 2.101 defines the simplified acquisition threshold as \$250,000.

⁵ These six FSGs cover all items subject to the Berry Amendment, except for some items, such as leather and furs. Our review did not include FSG 73 (food preparation and serving equipment) or FSG 89 (subsistence (food)). The Berry Amendment included FSG 73 items for approximately 3 years from December 2020 through September 2023. Public Law 118–159, “Servicemember Quality of Life Improvement and National Defense Authorization Act for Fiscal Year 2025” section 842, “Domestic Production of Stainless Steel Flatware and Dinnerware,” December 23, 2024, modified the Amendment to re-include FSG 73 items in January 2026. For FSG 89 items, the Berry Amendment includes many exceptions for these items, and we were not able to pull a reliable sample to test compliance. Our review also did not include purchases of American flags, which Public Law 118–31, “National Defense Authorization Act for Fiscal Year 2024,” section 832, “Requirement for Full Domestic Production of Flags of The United States Acquired by The Department of Defense,” December 22, 2023, amended 10 U.S.C. § 4862 to include setting a \$10,000 minimum threshold. For additional details, see Appendix A.

officials do not award contracts with the proper DFARS clauses, and purchasing noncompliant, nondomestic items, without an exception to the Amendment, could result in Antideficiency Act violations.⁶ Purchasing noncompliant items with appropriated funds will generally result in an Antideficiency Act violation because these funds are not meant for the purchase of foreign-produced items.

In cases in which required goods are not available in satisfactory quality or sufficient quantity domestically, the Berry Amendment enables the Secretary of Defense or the Secretaries of the Military Departments to except these items from Amendment requirements.⁷ The Amendment also includes other exceptions for certain procurements, such as procurements in support of combat operations, procurements by vessels in foreign waters, emergency procurements, or procurements for chemical warfare clothing, among others.

Defense Federal Acquisition Regulation Supplement

The DFARS contains requirements of law, DoD-wide policies, delegations of Federal Acquisition Regulation (FAR) authorities, deviations from FAR requirements, and policies and procedures that have a significant effect on the public. The DFARS companion resource, Procedures, Guidance, and Information, contains relevant DoD procedures, guidance, and supplemental information related to FAR and DFARS topics.

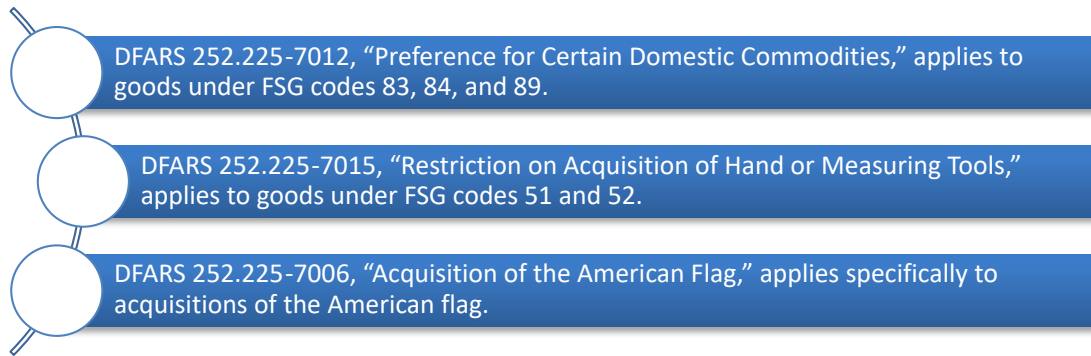
The DoD implements Berry Amendment restrictions through DFARS 225.7002 “Restrictions on food, clothing, fabrics, hand or measuring tools, and flags.” This section requires the inclusion of one of three clauses in solicitations and contracts for Berry Amendment–covered items unless an exemption applies.⁸ The DFARS does not implement additional contract documentation requirements beyond inclusion of one of these three clauses for Berry Amendment–covered items. Figure 2 includes the three DFARS clauses required for DoD procurements of Berry Amendment–covered items.

⁶ The Antideficiency Act (enacted under 31 U.S.C. § 1341 and incorporated in FAR Part 32, “Contract Financing,” Subpart 32.7, “Contract Funding,” Section 32.702, “Policy”) does not allow Government officials to authorize obligations or expenditures that exceed amounts appropriated or funded for that purpose, and the Berry Amendment establishes legal restrictions for procurements using DoD appropriated funds.

⁷ Enacted under 10 U.S.C. § 4862(c-h) and implemented by DFARS Part 225, “Foreign Acquisition”; Subpart 225.70, “Authorization Acts, Appropriations Acts, and Other Statutory Restrictions on Foreign Acquisition”; Section 225.7002, “Restrictions on food, clothing, fabrics, hand or measuring tools, and flags,” Subsection 225.7002-2, “Exceptions.”

⁸ DFARS Part 225, “Foreign Acquisition”; Subpart 225.70, “Authorization Acts, Appropriations Acts, and Other Statutory Restrictions on Foreign Acquisition”; Section 225.7002, “Restrictions on food, clothing, fabrics, hand or measuring tools, and flags.”

Figure 2. *Berry Amendment DFARS Clauses for Solicitations and Contracts*



Source: The DoD OIG.

The Berry Amendment specifically applies to the DoD, and its requirements are included only in the DFARS and the DFARS PGI.

DoD Stakeholders

Key DoD stakeholders responsible for implementing and overseeing Berry Amendment compliance are the Office of the Under Secretary of Defense for Acquisition and Sustainment, Defense Pricing, Contracting, and Acquisition Policy (DPCAP)—formerly known as Defense Pricing and Contracting; Defense Contract Management Agency (DCMA); and DLA.

Defense Pricing, Contracting, and Acquisition Policy

DPCAP officials are responsible for pricing and contracting policy matters in the DoD, and DPCAP executes these policies through the timely update of the DFARS and issuance of memorandums and guidance.

In response to recommendations in Report No. DODIG-2021-033, in October 2020, DPCAP officials issued a memorandum to improve compliance with the Berry Amendment.⁹ Specifically, DPCAP officials issued the memorandum to ensure that DoD contracting officials properly used the right contract terms in solicitations and contracts and to reinforce the training needs of the acquisition workforce and clause logic functions of contract writing systems. DPCAP officials stated that members of the contracting workforce should consider requiring the Defense Acquisition University (DAU) training module, “Continuous Learning Center (CLC) 125 Berry Amendment,” as part of their ongoing professional development.¹⁰

⁹ DPCAP Memorandum, “Improving Compliance with Buy American Laws,” October 23, 2020.

¹⁰ DPCAP issued the memorandum in response to recommendations in Report No. DODIG-2021-033, under the organization’s previous name of Defense Pricing and Contracting. The Office of the Under Secretary of Defense for Acquisitions and Sustainment renamed the organization formerly known as Defense Pricing and Contracting as the Defense Pricing, Contracting, and Acquisition Policy.

The DAU's online training course for the Berry Amendment, "CLC 125 Berry Amendment," states that DoD contracting personnel will learn the purpose of the Berry Amendment; its requirements during the acquisition process for covered items; its rules that direct the acquisition of textiles, clothing, and food; and exceptions within the Berry Amendment that apply to specific situations. The course description adds that after completing the Berry Amendment training, DoD contracting personnel responsible for procuring textiles and other covered items will be able to select the necessary legal requirements to apply during the acquisition process to comply with the provisions of the Berry Amendment.

Defense Contract Management Agency

The DCMA provides contract administration services for the DoD and is a part of the acquisition process from pre-award to sustainment. The DCMA administers specific contracts and procurements that the DLA delegated to it for post-award contract administration.¹¹ Functions include identifying functional contract requirements, issuing post-award modifications, and performing inspection and acceptance of items at vendor sites, as directed. The DCMA administered 54 of the 82 contract actions in our sample across 22 DCMA contracting offices.

Defense Logistics Agency

The DLA provides logistics support for the DoD and manages its global defense supply chain. The DLA procures items from manufacturers and suppliers and provides them to DoD users. The DLA has six directorates—or line organizations—that manage specific supply chains, as well as supporting headquarters-level staff organizations. See Figure 3 for the DLA organizational chart.

¹¹ The DLA delegates contract administration authority to the DCMA in accordance with FAR Subpart 42.2, "Contract Administration Services"; DFARS Subpart 242.2, "Contract Administration Services"; and Defense Logistics Acquisition Directive Subpart 42.2, "Contract Administration Services."

Figure 3. The Main Components of the Defense Logistics Agency



Source: The DLA.

DLA Acquisition

DLA Acquisition manages the establishment of procurement policy and oversight for the DLA’s managed items. In addition, DLA Acquisition is responsible for ensuring that all provisions and clauses in the DLA EProcurement enterprise business system are current.¹²

In response to recommendations in Report No. DODIG-2021-033, in December 2020, the DLA Acquisition Director required all DLA contracting personnel in the 1102 Federal job series to complete the DAU training module, “CLC 125 Berry Amendment,” every 2 years as part of their ongoing professional development.¹³

¹² EProcurement is an electronic system that DLA contracting personnel use for writing and managing solicitations and contracts. DLA contracting personnel with access to this system may use it to add provisions and clauses to their procurements.

¹³ The Director, DLA Acquisition, issued DLA Memorandum, “Ensuring Compliance with Buy American Laws,” on December 28, 2020. The 1102 Federal job series is a position classification related to contracting, which includes personnel who manage, supervise, or develop policies and procedures for work involving procurement.

DLA Aviation–Richmond, Virginia, and Huntsville, Alabama

DLA Aviation manages the demand and supply for air power solutions for the Army, Navy, Marine Corps, Air Force, and Space Force. Specifically, DLA Aviation is the U.S. military’s integrated material manager for 1.8 million National Stock Number (NSN) items, providing direct support through weapons systems management, industrial retail supply, and strategic acquisition support operations.¹⁴

DLA Aviation–Richmond serves as the main hub for aviation supply chain management across all Military Services. DLA Aviation–Huntsville operates under DLA Aviation–Richmond and provides support tailored to U.S. Army aviation systems.

DLA Troop Support–Philadelphia, Pennsylvania

DLA Troop Support manages four supply chains that provide the Nation’s military and government partners with food and feeding equipment, clothing and textile items, construction and equipment materials, and medical material and pharmaceuticals. We reviewed contracts issued by the Clothing and Textiles and the Construction and Equipment supply chains.

DLA Maritime–Puget Sound, Bremerton, Washington

DLA Land and Maritime provides global logistics support to the Military Services. DLA Land and Maritime directly supports Navy, Army, and Marine Corps customers while working with numerous suppliers to fulfill requirements for assigned stock classes across the DoD.

DLA Distribution Centers

DLA Distribution is the DoD’s joint storage and distribution provider. DLA Distribution receives, stores, issues, and distributes material for the Military Services. DLA Distribution officials perform an initial inspection as part of their receipt process for certain deliveries.

Contracts Reviewed

We queried the System for Award Management, the central repository of Federal contracting information, and identified 3,714 DLA contract actions for Berry Amendment–covered items with a total contract value of \$10.85 billion, including options. The DLA issued these contract actions from October 1, 2021, through March 31, 2024.

¹⁴ A national stock number (NSN) is a 13-digit number that identifies an item of supply that is repeatedly procured, stocked, issued, and used throughout the federal supply system. The NSN system centralizes item information on all items managed within the DoD, and it allows for life cycle management of items of supply, from requisition to disposal.

We nonstatistically selected four DLA locations with the most contract actions subject to the Berry Amendment and the highest total contract value. Our sample consisted of 82 contract actions from these four locations, with a total contract value of \$2.78 billion. We also ensured that the sample for each site covered a range of values and all four FSGs. See Appendix A for the universe and sample information and Appendix B for contracts reviewed. Table 1 shows the number and total contract value of contracts reviewed at each DLA site.

Table 1. Auditable Universe and Selected DLA Sites from FY 2022 Through Q2 FY 2024

	DLA Contracting Office	Number of Contract Actions	Total Contract Value (in Millions)	Number of Contract Actions Reviewed	Total Contract Value Reviewed (in Millions)
1	DLA Troop Support—Philadelphia, Pennsylvania	3,571	\$10,775.25	40 ¹	\$2,732.57 ²
2	DLA Aviation—Richmond, Virginia	98	47.97	20	27.47
3	DLA Aviation—Redstone Arsenal, Alabama	15	13.78	15	13.78
4	DLA Maritime—Puget Sound, Washington	11	2.38	7	1.70
5	Other DLA Sites ³	19	6.46	-	-
	Totals⁴	3,714	\$10,845.83	82	\$2,775.52

¹ The 40 contract actions at DLA Troop Support—Philadelphia included 38 contract actions the Clothing and Textiles supply chain issued and 2 contract actions the Construction and Equipment supply chain issued.

² We noted a difference for four DLA Troop Support—Philadelphia contracts between the value reported in our query to the System for Award Management and contract documentation. DLA contracting officials posted estimated values for these indefinite delivery, indefinite quantity contracts in the management system, which increased in actual contract documentation. We used the total contract value listed in the management system data extract to be consistent with the rest of the sample.

³ Other DLA sites in our auditable universe included DLA Aviation at Philadelphia, Pennsylvania; DLA Contracting Services Office (Division #1) Richmond, Virginia; DLA Land and Maritime—Columbus, Ohio; DLA Contracting Services Office (Division #1) Columbus, Ohio; DLA Distribution—New Cumberland, Pennsylvania; DLA Land—Aberdeen Proving Ground, Maryland; and DLA Maritime—Portsmouth, New Hampshire. See Appendix A for additional details on our Universe and Sample Selection.

⁴ The individual total contract values per site do not add up to the overall total due to rounding.

Source: The DoD OIG.

Finding

Defense Logistics Agency Officials Did Not Always Comply with the Berry Amendment

DLA contracting officials did not always comply with Berry Amendment requirements for DoD procurements and acquisitions on 82 contract actions, valued at \$2.78 billion, reviewed at the four DLA contracting sites. For 47 of 82 contract actions, valued at \$2.74 billion, contracting officials included the required Berry Amendment DFARS clause. However, DLA officials have opportunities to improve compliance. Specifically, contracting officials from DLA Troop Support–Philadelphia, DLA Aviation–Richmond, DLA Aviation–Huntsville, and DLA Maritime–Puget Sound:

- issued 27 of 74 solicitations without the required Berry Amendment DFARS clause;¹⁵
- awarded 15 of 82 contract actions, valued at \$6.33 million, without any Berry Amendment DFARS clause; and
- awarded 20 of 82 contract actions, valued at \$33.88 million, with the wrong Berry Amendment DFARS clause.

In addition, DLA and DCMA personnel responsible for inspection and acceptance of covered items did not review delivered items from 80 of 82 contract actions, valued at \$2.38 billion, specifically for compliance with the Berry Amendment.

This occurred because DLA contracting officials lacked experience with Berry Amendment requirements, had training and guidance with limited information on Berry Amendment responsibilities, and relied on contract writing systems that did not consistently pre-populate Berry Amendment requirements. In addition, DLA and DCMA personnel did not assess Berry Amendment requirements as sufficiently high risk of impact to life and safety, among other risk areas, to require inspection for compliance. DLA personnel limited their inspections of delivered items to the kind, count, and condition of goods received, and had not established procedures to inspect for Berry Amendment compliance. DCMA personnel prioritized limited inspection resources to monitor contracts for high-value items or items with greater impact to life and safety, over contracts for Berry Amendment-covered items at delivery.

¹⁵ We reviewed 74 solicitations because DLA contracting officials issued (1) two contracts using simplified acquisition methods, and did not issue a formal solicitation in either instance; or (2) six delivery orders on base contracts that were also in our sample. For the six delivery orders, we reviewed the solicitations as part of the analysis of the base contract and did not repeat the review of the same solicitation as part of the correspondent delivery order.

As a result, the DLA has limited to no assurance that items received from the 35 contract actions without the required Berry Amendment DFARS clause, valued at \$40.21 million, complied with Amendment restrictions. In addition, without inspecting for Berry Amendment compliance on delivery, DLA and DCMA receiving personnel have limited to no assurance that items delivered under Berry Amendment contracts were produced domestically. The inclusion of the required Berry Amendment clauses along with the review of compliance throughout the contracting life cycle provide reasonable assurance that vendors delivered items grown, produced, reprocessed, or reused in the United States. By obtaining this reasonable assurance that the DoD is procuring domestically produced items, DoD officials can strengthen the domestic industrial base, protect U.S. jobs, and ultimately promote national security. The DLA has opportunities to improve its processes implementing Berry Amendment requirements to achieve this outcome.

Implementation of Berry Amendment Requirements Throughout the Contracting Life Cycle

DLA officials did not always consider the Berry Amendment requirements throughout the contracting life cycle, during pre-award when preparing contract solicitations, contract award, and during post-award when inspecting and accepting goods. DFARS 225.7002 implements the Berry Amendment for DoD procurements, and this section requires contracting officials to include the applicable DFARS clauses 252.225-7012, "Preference for Certain Domestic Commodities," for clothing and textile items and 252.225-7015, "Restriction on Acquisition of Hand or Measuring Tools," for hand and measuring tools in solicitations and contracts that exceed \$150,000, unless an exception applies.¹⁶

DLA contracting officials properly included the required Berry Amendment DFARS clause in 47 of 74 solicitations, and in 47 of 82 contract actions, valued at \$2.74 billion. Specifically, contracting officials from DLA Troop Support Clothing and Textiles-Philadelphia properly included the required Berry Amendment DFARS clauses in all 36 solicitations and 38 contract actions for covered items, valued at \$2.73 billion.

¹⁶ We did not review any contracts related to DFARS 252.225-7006, "Acquisition of the American flag." DFARS 225.7002-2, establishes exceptions to compliance, including domestic nonavailability determinations, which allow DLA contracting officials to waive Berry Amendment restrictions if the DLA Director determines that items subject to the Berry Amendment cannot be acquired as and when needed in a satisfactory quality and sufficient quantity at U.S. market prices.

However, DLA Troop Support Construction and Equipment–Philadelphia, DLA Aviation–Richmond, DLA Aviation–Huntsville, and DLA Maritime–Puget Sound contracting officials omitted the required DFARS clauses in 27 of 74 solicitations and 35 of 82 contract actions, valued at \$40.21 million. Of the 35 contract actions we reviewed that did not contain the required DFARS clause, DLA contracting officials:

- issued 15 contract actions, valued at \$6.33 million, without any Berry Amendment DFARS clause; and
- issued 20 contract actions, valued at \$33.88 million, for hand or measuring tools including DFARS clause 252.225-7012 for textiles, in place of the required DFARS clause 252.225-7015 for hand or measuring tools.

Table 2 shows a summary of the results of our review and the number of noncompliant contracts that DLA contracting officials awarded from the four sites we reviewed.

Table 2. Berry Amendment Implementation Through Contract Award

	DLA Contracting Office	Total Number of Contract Actions Reviewed	Total Contract Value (in Millions)	Solicitations Without Required DFARS Clause	Contracts Without Required DFARS Clause	Total Value of Contracts Without Required Clause (in Millions)
1a	DLA Troop Support Clothing and Textiles–Philadelphia	38 ¹	\$2,732.38	0	0	0
1b	DLA Troop Support Construction and Equipment–Philadelphia	2	0.39	1	1	0.22
2	DLA Aviation–Richmond	20	27.47	14	18	27.03
3	DLA Aviation–Huntsville	15	13.78	8 ²	12	12.16
4	DLA Maritime–Puget Sound	7	1.70	4	4	0.79
	Totals^{3,4}	82	\$2,775.52	27	35	\$40.21

¹ From the 38 contract actions issued by DLA Troop Support Clothing and Textiles–Philadelphia, we did not review 2 solicitations because DLA contracting officials issued these procurements using Blanket Purchase Agreements or small purchase orders. DLA contracting officials did not issue a formal solicitation in either instance.

² From the 15 contract actions issued by DLA Aviation–Huntsville, we did not review 6 solicitations because we already reviewed the relevant solicitation as part of the analysis of the base contract and did not repeat this analysis as part of the delivery order. DLA Aviation–Huntsville contracting officials issued six delivery orders using base contracts that are also in our audit sample.

³ DLA contracting officials either did not use an exception to the Berry Amendment requirements for the 82 contract actions in our sample or have a domestic nonavailability determination for the actions.

⁴ The total contract values per site do not add up to the overall total due to rounding.

Source: The DoD OIG.

Furthermore, we determined that the DLA and the DCMA personnel responsible for inspection and acceptance of covered items generally did not inspect for Berry Amendment compliance items delivered under the contract actions we reviewed.

The DLA and the DCMA Can Improve Berry Amendment Compliance

DLA contracting officials did not fully comply with Berry Amendment requirements because officials:

- lacked experience with the Amendment requirements;
- had training and guidance with limited information on Berry Amendment responsibilities, including considering the Amendment during market research; and
- relied on contract writing systems that did not consistently pre-populate the applicable Berry Amendment DFARS clauses to contract documentation.

In addition, DLA and DCMA officials responsible for inspection and acceptance of covered items did not review delivered items for compliance with the Berry Amendment because these officials generally did not assess Berry Amendment requirements as sufficiently high risk of impact to life and safety, among other risk areas, to require inspection for compliance.

DLA Contracting Officials Lacked Experience with the Berry Amendment Requirements

DLA contracting officials responsible for awarding 35 of 82 contracts without the required DFARS clause lacked experience with implementing the Berry Amendment. Specifically, DLA contracting officials at DLA Aviation–Richmond, DLA Aviation–Huntsville, and DLA Maritime–Puget Sound explained that, unlike DLA Troop Support Clothing and Textiles–Philadelphia, they did not have significant experience carrying out Berry Amendment responsibilities and had minimal exposure to procurements for covered items.

DLA contracting officials explained that Berry Amendment–specific procurements made up a small portion of their regular procurements throughout the year. As a proportion of total contracts awarded from October 1, 2021, through March 31, 2024, DLA Aviation–Richmond and DLA Aviation–Huntsville officials awarded significantly more contracts to procure items not covered by the Berry Amendment. For example, from October 1, 2021, through March 31, 2024:

- DLA Aviation–Huntsville officials awarded 15 contract actions subject to the Berry Amendment from a total of 923 contract actions; and
- DLA Aviation–Richmond officials awarded 98 contract actions subject to the Berry Amendment from more than 150,000 contract actions.

The infrequent application of the Berry Amendment contributed to knowledge gaps, which resulted in lower compliance with the Amendment requirements at these DLA sites. On the contrary, DLA Troop Support Clothing and Textiles–Philadelphia contracting officials issued 3,549 Berry Amendment–related contract actions from more than 150,000 contract actions during the same time and had more experience applying Berry Amendment requirements to their procurements than the other sites. DLA Troop Support Clothing and Textiles–Philadelphia issued all 36 solicitations and 38 contracts with the required DFARS clauses.

DLA Contracting Officials Had Training and Guidance with Limited Information on How to Implement Berry Amendment Compliance Responsibilities

DLA contracting officials did not always comply with the Berry Amendment because of training and guidance with limited information on their responsibilities under the Amendment. Specifically, other than DLA Troop Support Clothing and Textiles–Philadelphia, contracting officials who did not regularly procure covered items explained that the training and guidance for processes on how to properly implement the Amendment were not sufficient.

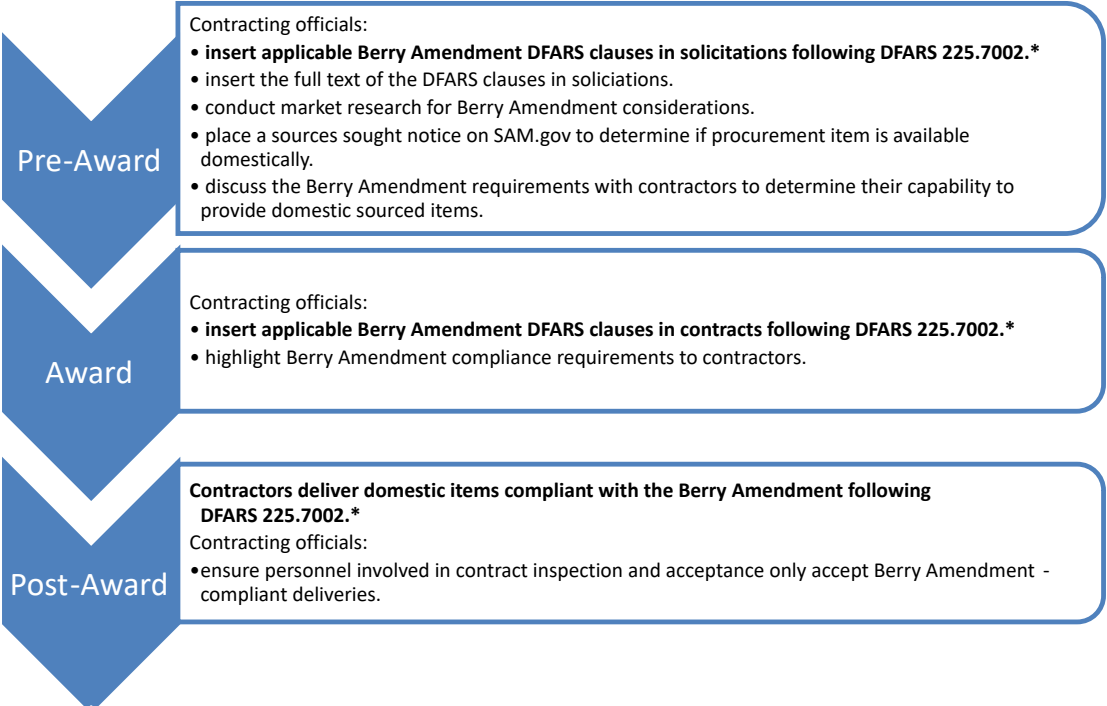
In efforts to reinforce training and improve compliance, DLA Acquisition officials have issued memorandums to DLA contracting officials to ensure that the right contract terms were properly used in solicitations and contracts.¹⁷ The memorandums required the contracting officials to complete the DAU CLC 125 Berry Amendment course every 2 years and also highlighted DPCAP and other DoD contracting officials’ Berry Amendment procurement best practices. Furthermore, DLA policy personnel at each site distributed DLA Acquisition informational memorandums to contracting officials and developed DLA site-specific tools and resources such as clause guides for their use. However, while 36 of 44 primary contracting officers responsible for the contract actions completed the required training, we did not identify a correlation between completing the training and compliance with the Berry Amendment. The training taken did not include standard processes that identified responsibilities and steps to take throughout the contract life cycle to successfully comply with the Berry Amendment.

Additionally, contracting officials generally did not consider the Berry Amendment when performing market research, which was contrary to DPCAP best practices. As a result of our previous audit, the Director, DLA Acquisition, issued a

¹⁷ DLA Memorandum, “Exhortatory Procurement Letter, Berry Amendment Best Practices,” December 28, 2020; and DLA Memorandum, “Ensuring Compliance with Buy American Laws,” December 28, 2020.

memorandum highlighting DPCAP’s Berry Amendment best practices in 2020. One of DPCAP’s best practices is to assess prospective contractors for compliance with Amendment requirements during market research. Figure 4 lists the requirements and DPCAP best practices by contract phase.

Figure 4. Berry Amendment Requirement and Best Practices Throughout the Contracting Life Cycle



*Bolded actions are Berry Amendment requirements, and the remaining actions are DPCAP best practices.
Source: The DoD OIG.

Training

Although DLA contracting officials generally complied with DLA Acquisition’s requirement to complete the DAU course, contracting officials at DLA Aviation–Richmond, DLA Aviation–Huntsville, and DLA Maritime–Puget Sound still did not implement the DFARS clauses in procurements for covered items. Starting on June 30, 2021, the DLA Acquisition Director required DLA contracting officials under the 1102 Federal job series to complete the DAU CLC 125 course on the Berry Amendment every 2 years to continue efforts to support and improve compliance. Of the 44 DLA contracting officials responsible for the 82 sampled contract actions, 36 of the officials completed the mandated DAU CLC 125 Berry Amendment training in the most recent training cycle.

The DAU CLC 125 course exposes contracting officials to the purpose of the Berry Amendment and its requirements, and it introduces DPCAP’s best practices for procurements subject to the Berry Amendment. Contracting officials who complete the DAU training should have the knowledge base to select the necessary legal requirements to apply during the acquisition process to comply with the provisions of the Berry Amendment.

In addition to the DAU CLC 125 course, DLA Aviation–Richmond, DLA Aviation–Huntsville, and DLA Maritime–Puget Sound provided internal training sessions to supplement the DAU course. For example, in 2023, DLA Aviation–Richmond policy officials conducted a procurement seminar on Buy American laws that included modules on the Berry Amendment. DLA Maritime–Puget Sound also supplemented the DAU training on an as needed basis in response to trends or a specific request. However, the training materials did not specify the correspondent FSGs or NSNs for items subject to Berry Amendment requirements, such as hand or measuring tools.

Contracting officials who did not regularly procure covered items—other than DLA Troop Support Clothing and Textiles–Philadelphia contracting officials—explained that the DAU course and training sessions supplementing the DAU course, while helping to familiarize them with the Berry Amendment and DFARS requirements, did not provide sufficient details on their responsibilities for procuring a Berry Amendment–covered good. Supplemented with DLA-wide standard processes, completion of Berry Amendment trainings and seminars, including the DAU CLC 125 course and DLA internal training sessions, would help close the knowledge gap required to award contracts in compliance with the Amendment.

Other Tools and Resources

DLA headquarters and policy officials at the DLA sites we reviewed developed other tools and resources, based on the DAU CLC 125 course and the DFARS, to provide contracting officials with more information on the Berry Amendment. Contracting officials who did not regularly procure covered items could also refer to policy memorandums, clause guides, and intranet sites.

Policy officials at each DLA site explained that they developed other tools and resources to supplement training for contracting officials to review as they conducted procurements. For example, DLA policy officials developed and distributed to contracting officials:

- DLA Acquisition policy memorandums highlighting DPCAP best practices, implementing the reoccurring DAU CLC 125 training requirement, and updating contracting officials on the Berry Amendment threshold reduction to \$150,000 in 2022;¹⁸ and
- clause guides listing the contract provisions and clauses for contracting officials to include in solicitations and contracts along with the respective system codes to use in customers’ contract writing systems.

Contracting officials have access to these other tools and resources through their internal DLA site called ACQuipedia. However, these other tools and resources do not provide a comprehensive process to follow when procuring items under

¹⁸ DLA Aviation–Richmond and DLA Aviation–Huntsville issued Broadcast Acquisition Messages, DLA Maritime–Puget Sound issued Messages of the Day, and DLA Troop Support–Philadelphia issued Contracting Broadcast News publications to further distribute DLA Acquisition policy memorandums.

the six FSGs subject to the Berry Amendment and were not consistent across the four DLA sites. For example, DLA policy officials developed flowcharts for other Buy American laws to provide contracting officials a process on how to evaluate procurements when applying other Buy American laws.

Contracting officials could benefit from a similar comprehensive process on how to properly implement the Berry Amendment. In one instance, DLA Aviation–Richmond contracting officials responsible for a contract valued at \$1.92 million followed DLA legal officials’ determination on how to implement the Berry Amendment for domestic goods. DLA officials mistakenly advised the contracting officials that the Berry Amendment did not apply to the tools in a tool kit procurement, instead of correctly advising that all the tools in the kit needed to be 100-percent domestically produced. An agencywide comprehensive process can help contracting officials identify the correct application of the Berry Amendment based on the procurement’s threshold and FSGs.

DPCAP Best Practice: Market Research

DLA contracting officials did not consider Berry Amendment requirements when performing market research for 70 of 82 sampled contract actions, leading to missed opportunities to promote earlier compliance with the Berry Amendment. Instead, contracting officials who did not regularly procure covered items explained that they relied on contractor self-certification at contract award. One of DPCAP’s best practices is to assess prospective contractors for compliance with Amendment requirements during market research. Market research is an essential element for building the solicitation and resulting contract, to consider the requirements of any laws and regulations unique to the item procured.

Although contractors are responsible for disclosing material sourcing and following contract provisions and clauses, contracting officials are responsible for ensuring overall compliance. DPCAP officials emphasized that contracting officials taking early action to comply, and a more regular implementation of the best practices, would add assurance that procured goods come from domestic sources. Contracting officials can use the market research process to:

- gather data on solutions to meet government needs in the marketplace,
- inform prospective vendors of potential contract requirements, and
- assess vendor responses to determine whether they can meet these requirements.

According to the FAR, market research should consider the requirements of any laws and regulations unique to the item being acquired and should be used to determine whether sources capable of satisfying the agency's needs exist.¹⁹ Conducting market research work early can help contracting officials assess prospective vendors and implement processes in the pre-award phase to ensure domestic production of requested goods.

DLA contracting officials can minimize some issues later by incorporating consideration of the Berry Amendment and its requirements early in the contracting process, during market research.

DLA contracting officials can minimize some issues later by incorporating consideration of the Berry Amendment and its requirements early in the contracting process. For example, contracting officials for a DLA Troop Support Clothing and Textiles–Philadelphia contract distributed

market surveys to potential vendors during the procurement's pre-award phase. This survey included a notice to the contractor that government requirements included adherence to the Berry Amendment, and to report any foreign materials used in fulfilling the procurement. DLA Troop Support contracting officials stated that vendors who certified that they could not comply with the Berry Amendment requirements were not considered for contract award. Contracting officials at DLA Troop Support Clothing and Textiles–Philadelphia implemented this practice and others to comply with the Berry Amendment, which enabled contracting officials at this site to improve their compliance over time and issue all 36 solicitations and 38 contracts with the required DFARS clauses. See Appendix C for a comparison of results at DLA Troop Support Clothing and Textiles–Philadelphia over time.

DLA contracting officials inconsistently applied the Amendment's requirements throughout DLA sites because they had insufficient training and guidance. DLA officials should promote consistent application of the Amendment among the DLA sites, including DPCAP best practices, throughout the contract life cycle, to ensure improvement in compliance among the DLA sites that do not regularly procure items such as textiles, clothing, and hand or measuring tools. DLA officials should review DLA Troop Support Clothing and Textiles–Philadelphia's processes to collect best practices that contracting officials at other sites could implement to improve compliance.

Along with reoccurring training, developing a DLA-wide standard process with comprehensive steps on how to implement Berry Amendment requirements could improve compliance with the Amendment. Furthermore, implementing

¹⁹ FAR Part 10, "Market Research."

compliance activities early in the procurement life cycle could help to minimize potential Antideficiency Act violations. Therefore, we recommend that the Director, DLA Acquisition, develop and implement standard processes that contracting officials can use agencywide when conducting procurements subject to the Berry Amendment. The development process should include a review of DLA Troop Support Clothing and Textiles–Philadelphia’s processes to comply with the Berry Amendment, to collect and incorporate any best practices that could help other DLA sites improve their compliance. The standard processes should cover steps contracting officials need to take:

- to correctly identify the FSG or NSN for items subject to the Berry Amendment;
- during market research, when reviewing bids and the contractor’s ability to comply with the Berry Amendment;
- while monitoring compliance of the received goods;
- when applying DPCAP’s best practices for Berry Amendment procurements throughout the contract life cycle; and
- when applying any best practices collected from DLA Troop Support Clothing and Textiles–Philadelphia’s process to comply with the Berry Amendment.

DLA Contracting Officials Relied on Contract Writing Systems That Did Not Include All the Berry Amendment Requirements

DLA contracting officials relied on contract writing systems that did not include all the Berry Amendment requirements when pre-populating clauses, which contributed to contracting officials overlooking required clauses when drafting contract documentation. DLA Acquisition personnel established the rule-based process for the DLA’s contract writing system, EProcurement, to pre-populate:²⁰

- one of the three separate DFARS clauses to implement the Amendment in procurements for covered items according to DFARS 225.7002; and
- when the contracting official inputs their procurement value above the simplified acquisition threshold, instead of the minimum threshold set at \$150,000, according to DFARS 225.7002-2(a), as of April 28, 2022.²¹

²⁰ The DLA Acquisition-maintained EProcurement system is the DLA’s contract writing and management system that contracting officials can use to pre-populate contract documents with required and recommended clauses based on defined rules, including value and procurement type.

²¹ FAR 2.101 defines the simplified acquisition threshold as \$250,000.

DLA Aviation–Richmond contracting officials included the DFARS 252.225-7012 clause for 15 of 20 contract actions reviewed for hand and measuring tool procurements, but did not include DFARS 252.225-7015 as required for procurements of these covered items. DLA Aviation–Richmond policy officials stated that EProcurement incorporates certain clauses into contract documentation based on the contract value. Specifically, EProcurement’s setup process pre-populated only DFARS clause 252.225-7012, “Preference for Certain Domestic Commodities,” for clothing and textiles and did not pre-populate the DFARS clause 252.225-7015, “Restriction on Acquisition of Hand or Measuring Tools,” for hand and measuring tools.

DLA Acquisition officials explained that EProcurement pre-populated the DFARS clause 252.225-7012 when the contracting official inputs their procurement value above the simplified acquisition threshold, currently set at \$250,000. However, the DFARS minimum threshold for the Berry Amendment is \$150,000 according to DFARS 225.7002-2(a) as of April 28, 2022, and at the time of our review, the system did not have a rule in place to account for this change.²²

DLA Acquisition officials’ rule updates to the EProcurement system affects contracting officials at DLA Troop Support–Philadelphia and DLA Aviation–Richmond, covering 60 of 82 sampled contract actions. Alternatively, DLA contracting officials at DLA Aviation–Huntsville and DLA Maritime–Puget Sound, covering 22 of 82 contracts, used their assigned customer’s own contract writing system. Contracting officials at these two sites manually entered the Berry Amendment DFARS clauses into their procurements or used other internally developed tools to ensure that they included required clauses.

Corrective Actions Taken by DLA Acquisition Officials

As a result of our audit, DLA Acquisition officials updated the EProcurement system to include the DFARS clauses 252.225-7006 and 252.225-7015 in its setup process for pre-population and lowered the pre-population threshold for all three Berry Amendment clauses to \$30,000.²³ However, the adjusted \$30,000 threshold does not reflect the Berry Amendment’s minimum applicable \$150,000 threshold.²⁴ DLA Acquisition officials explained that they were not able

²² Public Law 116–283, section 817, adjusted the small purchase exception of the Berry Amendment to \$150,000. The DoD incorporated the \$150,000 threshold change into DFARS parts 225 and 252 through a rule change on April 28, 2022.

²³ DFARS 225.7002-3 requires that contracting officials include Berry Amendment DFARS clause 252.225-7006 in procurement documents for acquisitions of U.S. flags. However, our audit sample did not include procurements of U.S. flags.

²⁴ DFARS 225.7002-2(a) establishes the small purchase exception threshold of the Berry Amendment to \$150,000. Defense Pricing and Contracting (now known as Defense Pricing, Contracting, and Acquisition Policy) Class Deviation 2024-00008, “Revision of Small Purchase Exception for the Acquisition of U.S. Flags,” Revision 1, March 5, 2024 establishes the minimum acquisition requirements for U.S. flags covered by the Berry Amendment to \$10,000.

to update the pre-population threshold to \$150,000 because the EProcurement system did not have this dollar value available in its list of usable thresholds, and adding this new threshold would cause major adjustments to EProcurement's threshold system.

DLA contracting officials may overlook either including or removing contract clauses for Berry Amendment-covered procurements if the EProcurement contract writing system does not pre-populate the applicable clauses at the correct thresholds. Implementing additional restrictions beyond the requirements for procurements between \$30,000 and \$150,000 may limit competition, while omitting the required restrictions may lead to receiving nondomestic items and potential Antideficiency Act violations.

Therefore, to facilitate contracting officials' clause selection process and ensure uniform application of required Berry Amendment provisions and clauses across the DLA when using EProcurement contract writing system, we recommend that the Director, DLA Acquisition, adjust the EProcurement contract writing system to reflect the applicable Berry Amendment thresholds that DFARS 225.7002 implements for items subject to DFARS 252.225-7012, "Preference for Certain Domestic Commodities," 252.225-7015, "Restriction on Acquisition of Hand or Measuring Tools," and 252.225-7006, "Acquisition of the American Flag," accounting for any DPCAP class deviations. In addition, we recommend that the Director, DLA Acquisition, adjust the EProcurement contract writing system to pre-populate DFARS clauses 252.225-7012, "Preference for Certain Domestic Commodities," 252.225-7015, "Restriction on Acquisition of Hand or Measuring Tools," and 252.225-7006, "Acquisition of the American Flag," in applicable solicitations and contracts for procurements that exceed the minimum thresholds.

After we briefed these audit results, DLA Acquisition officials took additional corrective actions and explained their planned actions to implement a new contract writing system in October 2027. Specifically, a DLA Acquisition official explained that the DLA is actively pursuing a new contract writing system that will allow DLA officials to use any configurable dollar value as a threshold for a given clause. DLA Acquisition officials explained that the current \$30,000 threshold for the Berry Amendment clauses would be an interim solution until DLA officials fully implement the new contract writing system. Additionally, DLA Acquisition officials disseminated a notice for the DLA acquisition workforce highlighting the \$30,000 threshold update for the Berry Amendment clauses and advised that users must check or uncheck the pre-populated Berry Amendment clauses in the

EProcurement system in accordance with DFARS 225.7002-3.²⁵ These planned and additional corrective actions met the intent of our recommendation. Therefore, Recommendations 2.a and 2.b have been resolved and will be closed upon report issuance.

Corrective Action Taken by DLA Aviation–Huntsville Officials

As a result of our audit, DLA Aviation–Huntsville officials took corrective action and updated their internal workload tool to include a caution notice for procurements with Berry Amendment–covered FSGs. DLA Aviation–Huntsville officials maintained a workload tool to assist with their contract writing process. This workload tool is an electronic program DLA Aviation–Huntsville contracting officials used to input specific procurement details that were not available from their customer’s contract writing system. The internal workload tool update provided contracting officials with an additional notice for them to consider the Berry Amendment during pre-award phase.

However, DLA Aviation–Huntsville officials’ update for the Berry Amendment caution notice did not consider all Berry Amendment–covered FSGs. DLA Aviation–Huntsville contracting officials would be more aware of potential Berry Amendment procurements if the workload tool included all the Berry Amendment–covered FSGs and minimum applicable thresholds. Therefore, the Chief of the Contracting Office, DLA Aviation–Huntsville, Alabama, should adjust the DLA Aviation–Huntsville’s workload tool to display a caution notice when contracting officials enter procurements for all Berry Amendment–covered FSGs that exceed the minimum applicable thresholds, accounting for any DPCAP class deviations.

After we briefed these audit results, DLA Aviation–Huntsville contracting officials updated their internal workload tool to display a caution notice when contracting officials enter a procurement for all Berry Amendment–covered FSGs. Specifically, the workload tool displays a caution notice based on the procurement’s FSG and will display the notice regardless of the user-inputted dollar value of the procurement. This additional corrective action met the intent of our recommendation. Therefore, Recommendation 3 is resolved and will be closed upon report issuance.

²⁵ DFARS 225.7002-3 specifies when contracting officials should include a Berry Amendment DFARS clause in solicitations and contracts, unless an exception applies. DFARS 225.7002-2(a) establishes the small purchase exception threshold of the Berry Amendment to \$150,000.

The DLA and DCMA Generally Did Not Review Items Received for Berry Amendment Compliance

DLA and DCMA personnel responsible for inspection and acceptance of covered items generally did not review items received for compliance with the Berry Amendment because the DLA and DCMA personnel did not assess Berry Amendment requirements as sufficiently high risk of impact to life and safety, among other risk areas, to require inspection for compliance. Specifically, neither the DLA nor the DCMA implemented procedures to inspect delivered items for domestic manufacture, instead focusing resources on higher-priority requirements.

- The DLA limited its inspections to the kind, count, and condition of goods they received without established procedures to review for Berry Amendment compliance.
- The DCMA prioritized limited inspection resources on contracts with high-value items, and items with greater impact to life and safety, over Berry Amendment-covered items.

Generally, DLA and DCMA personnel inspect items when they accept goods. DLA personnel would perform inspection and acceptance at delivery, and DCMA officials would perform inspections at contractor sites.

For the 82 sampled contract actions, DLA contracting officials:

- retained 28 contract actions, valued at \$817.87 million, for administration, including receipt of covered items to DLA Distribution Centers or directly to the customer's site; and
- delegated 54 contract actions, valued at \$1.96 billion, to DCMA offices for contract administration.²⁶

DLA Receiving Personnel Did Not Inspect Covered Items for Berry Amendment Compliance During Inspection and Acceptance

DLA receiving personnel did not inspect items received from 28 contract actions for compliance with Berry Amendment restrictions, taking limited actions to minimize the risk that the DoD would accept non-domestically sourced items. In addition, according to a DLA official, DLA receiving personnel did not receive training or guidance on compliance with the Berry Amendment because they believed that inspecting for Berry Amendment compliance was not part of their scope of work.

²⁶ DLA contracting officials required inspection and acceptance at source—at contractor sites—for 48 of the 54 contract actions DLA contracting officials delegated to the DCMA for contract administration.

DLA officials explained that their warehouse receiving personnel limited their inspections to the kind, count, and condition of deliveries. DLA policy requires DLA receiving personnel to match and verify information on a shipment's receiving form to the shipment, but not to review any documents, such as certificates of conformance, to ensure the items' domestic sourcing. DLA officials stated that some shipments may include a contractor's certificate of conformance, which contractors could use to certify that the shipment complies with Berry Amendment requirements, and that receiving personnel would check for these forms during receipt.²⁷ However, only two contracts in our sample included certificates of conformance, and in only one of those two contracts, the contractor-supplied certificates mentioned Berry Amendment compliance.

However, neither DoD nor DLA regulations require contractors to complete a certificate of conformance to identify sources for Berry Amendment procurements at delivery. Not requiring contractors to include source information with their shipments also limits DLA receiving personnel's ability to verify whether delivered items came from foreign sources, rather than domestic ones as the Amendment requires. Without documentation on items' places of production or origin of components, DLA receiving personnel cannot accurately assess whether delivered items comply with the Berry Amendment.

The DCMA Rarely Inspects Covered Goods for Berry Amendment Compliance

DCMA quality assurance specialists rarely inspected covered goods for Berry Amendment compliance because the DCMA generally did not assess covered goods as sufficiently high risk to require specific inspections at delivery. DCMA policy officials stated that they do not have a specific policy and practice to check for Berry Amendment compliance during inspection and acceptance of covered items. DCMA officials explained that the DCMA did not prioritize the Berry Amendment for additional contract review or inspection at receipt because they generally assessed Berry Amendment requirements on clothing, textiles, and hand and measuring tools as a lower risk than requirements with a high dollar value or a greater impact on life and safety.

According to DCMA policy, DCMA officials prioritize and execute work based on a high-risk/high-value concept to ensure their best return on investment to the DoD. Their priority is to monitor contract requirements that are

²⁷ FAR 46.504, "Certificate of conformance," allows contracting officers to use a certificate of conformance instead of source inspection if it is in the Government's interest, if any defective item would result in small losses, or if a contractor's past performance was acceptable and likely to replace, correct, or repair any defective supplies without contest.

FAR 52.246-15 requires the contractor to attach a certificate of conformance to the acceptance document for each shipment for contracted supplies. This certificate records the contractor's confirmation that the supplies in a shipment met all applicable contract requirements, including Berry Amendment compliance.

both high risk to technical performance such as critical safety elements, and high value. Additionally, DCMA policy requires contracting officials to use a risk-based assessment process to determine the extent of their review of contract requirements, which includes the Workload Acceptance and the Contract Receipt and Review processes. During these processes, DCMA contracting officials determine whether to assign their limited resources for monitoring, such as inspecting items at receipt, only if the contract requirements meet the DCMA's parameters for high value and high impact to life and safety.

In rare occasions, DCMA quality assurance specialists inspect for Berry Amendment compliance if DLA contracting officials specifically request DCMA officials to perform them. However, DLA contracting officials did not request DCMA officials to perform a systematic review of the delivered goods' domestic origin on any contract actions in our sample. For example, DLA contracting officials requested DCMA officials to review Berry Amendment compliance during pre-first article testing before contract award to ensure that the requirements flowed down to all suppliers and subcontractors purchasing materials for the prime contractor.²⁸ DLA contracting officials requested DCMA officials to perform this inspection during first article testing in 2 of the 54 contract actions the DCMA administered.

DCMA officials also explained that DCMA offices performing contract review did not actively look for incorrect or missing one-off contract clauses, such as the Berry Amendment. DCMA and DPCAP officials explained that DLA contracting officials had the responsibility to plan for Berry Amendment compliance at the beginning of the contracting process by assessing whether Amendment requirements applied to the item and adding the correct DFARS clause in contract documentation. DCMA quality assurance specialists and receiving personnel would not be able to develop compliance activities for the Berry Amendment if DLA contracting officials do not include the Berry Amendment-specific clauses in contract documentation.

Opportunities exist for both the DLA and DCMA to assess compliance throughout contract life cycle, including inspection. According to a DPCAP official, the expected level of review for items purchased under the Berry Amendment would likely be a review of a sample of items based on risk. Inspecting goods at receipt for Berry Amendment compliance would provide additional assurance that vendors are delivering domestically produced items as the Amendment requires. Without these inspections, DLA and DCMA officials inherently accept contractors' self-certification that goods delivered comply with the Amendment.

²⁸ FAR part 9.3 explains that first article testing and approval ensures that the contractor can furnish a product that conforms to all contract requirements for acceptance.

Therefore, we recommend that the DPCAP Principal Director, in coordination with DoD stakeholders responsible for Berry Amendment compliance, implement a risk-based approach for contracting personnel to conduct inspections of covered goods to determine whether items received comply with the Berry Amendment.

Limited Assurance That the DoD Received Berry Amendment–Compliant Products

DLA contracting officials did not always implement the Berry Amendment requirements throughout the contract process to ensure the DoD received Berry Amendment–compliant products. DLA contracting officials intermittently included required clauses into solicitations and contracts. However, the contracting officials rarely considered Berry Amendment requirements when conducting market research. As a result, 35 of the 82 contracts, with a value of \$40.21 million, either do not have any Berry Amendment clause or have the wrong clause.

Additionally, neither DLA nor DCMA officials completed steps to specifically ensure that received products complied with the Berry Amendment, and instead, they predominately relied on the contractors to self-certify that the items met Amendment requirements for domestically sourced materials. The DLA has opportunities to improve compliance and consistency in the implementation of Berry Amendment requirements and best practices throughout the contracting life cycle. Without a process in place to assess compliance, the DoD and DLA do not have full assurance that contractors are delivering textiles and hand or measuring tools produced with domestic components in the United States. As a result, DLA and DCMA personnel have limited to no assurance that the products received as part of the Berry Amendment–covered contracts after award met the domestic sourcing requirements.

The inclusion of the required Berry Amendment clauses, along with inspection of items received, would provide reasonable assurance that the procured products received were grown, produced, reprocessed, or reused in the United States. These efforts can also strengthen the domestic industrial base, protect U.S. jobs, and ultimately promote national security.

Management Comments on the Finding and Our Response

The DLA Acquisition Director supported the intent of the report's recommendations. The Director further stated that the report identified approximately \$40 million in noncompliant actions over a 3-year period, representing less than 1 percent of the DLA's annual obligations of nearly \$6 billion on fully Berry Amendment-compliant contracts.

Our Response

We appreciate the DLA's support of our report's recommendations and agree that \$40 million in noncompliant contract actions over a 3-year period is less than 1 percent of the DLA's overall annual procurement activity. The DLA Acquisition Director stated that the DLA obligated nearly \$6 billion in annual fully Berry-compliant contracts; however, broadening our sample to non-sampled contracts of DLA annual obligations for Berry Amendment contracts is not an accurate representation of our nonstatistical sampling selection and results. Nonstatistical results are not representative of the population and cannot be applied to the full population of the DLA's annual obligations. A statistical sampling of the DLA's annual Berry Amendment-covered obligations may find a higher or lower proportion of deficient contract actions.

In addition, our audit sample of \$2.78 billion in contract actions covered 2½ fiscal years of DLA Berry Amendment-covered contract actions. Given the DLA's statement that the agency obligates nearly \$6 billion annually in fully Berry Amendment-compliant contracts, we have no evidence to support whether all these obligations are fully covered by and required to be compliant with the Berry Amendment, limiting the comparison.

Recommendations, Management Comments, and Our Response

Recommendation 1

We recommend that the Director, Defense Logistics Agency Acquisition, develop and implement standard processes that contracting officials can use agencywide when conducting procurements subject to the Berry Amendment. The standard processes should cover the steps contracting officials need to take:

- **to correctly identify the Federal Supply Group or National Stock Number for items subject to the Berry Amendment;**
- **during market research, when reviewing bids and the contractor's ability to comply with Berry Amendment;**

- **while monitoring compliance of the received goods;**
- **when applying Defense Pricing, Contracting, and Acquisition Policy's best practices for Berry Amendment procurements throughout the contract life cycle; and**
- **when applying any best practices collected from Defense Logistics Agency, Troop Support Clothing and Textiles–Philadelphia's process to comply with the Berry Amendment.**

Defense Logistics Agency Comments

The DLA Acquisition Director partially agreed with our recommendation and proposed issuing a procurement letter to all DLA contracting personnel. The Director explained that the DLA already has comprehensive guidance on the Berry Amendment in 10 U.S.C. § 4862 and the DFARS, and the agency has several ongoing measures, such as mandatory external training, tailored internal training, and contract writing system updates, that mitigate issues. In addition, the Director agreed to issue a procurement letter to all contracting personnel to reinforce Berry Amendment applicability, remind personnel of DPCAP's Berry Amendment best practices, and highlight DLA Troop Support Clothing and Textiles' Berry Amendment best practices. The Director estimated that they will issue the procurement letter by November 30, 2025.

Our Response

Although the Director partially agreed with the recommendation, the planned action to issue a procurement letter that includes the items identified within the management comments will meet the intent of the recommendation. Therefore, the recommendation is resolved but will remain open. We will close the recommendation when the Director provides evidence that they issued the procurement letter to all DLA contracting personnel. The procurement letter should reinforce Berry Amendment applicability and remind contracting personnel of DPCAP best practices. It should include the DPCAP best practices identified in Figure 4 of this report, such as inserting the applicable DFARS clauses in the solicitation and contract, conducting market research, discussing the Berry Amendment requirements with contractors to determine their capability to provide domestically sourced items, highlighting Berry Amendment compliance requirements to contractors, and ensuring that personnel involved in the contract inspection and acceptance accept only Berry Amendment-compliant deliveries.

Recommendation 2

We recommend that the Director, Defense Logistics Agency Acquisition, adjusts the EProcurement contract writing system to:

- a. Reflect the applicable Berry Amendment thresholds that Defense Federal Acquisition Regulation Supplement 225.7002 implements for Defense Federal Acquisition Regulation Supplement clauses 252.225-7012, “Preference for Certain Domestic Commodities,” 252.225-7015, “Restriction on Acquisition of Hand or Measuring Tools,” and 252.225-7006, “Acquisition of the American Flag,” accounting for any Defense Pricing, Contracting, and Acquisition Policy class deviations.**
- b. Pre-populate Defense Federal Acquisition Regulation Supplement clauses 252.225-7012, “Preference for Certain Domestic Commodities,” 252.225-7015, “Restriction on Acquisition of Hand or Measuring Tools,” and 252.225-7006, “Acquisition of the American Flag,” in applicable solicitations and contracts for procurements that exceed the minimum thresholds.**

Management Actions Taken and Our Response

As discussed earlier in the report, DLA Acquisition officials took corrective action during the audit. Specifically, DLA Acquisition officials implemented an interim solution setting the Berry Amendment clause applicability threshold to \$30,000. They further disseminated a notice to the DLA acquisition workforce highlighting this interim threshold change. Finally, the DLA is also pursuing a new contract writing system that could directly address our recommendations, with planned implementation in October 2027. Therefore, Recommendations 2.a and 2.b have been resolved and will be closed upon report issuance.

Recommendation 3

We recommend that the Chief of the Contracting Office, Defense Logistics Agency Aviation–Huntsville, Alabama, adjusts the Defense Logistics Agency Aviation–Huntsville’s workload tool to display a caution notice when contracting officials enter procurements for all Berry Amendment–covered Federal Supply Groups that exceed minimum applicable thresholds, accounting for any Defense Pricing, Contracting, and Acquisition Policy class deviations.

Management Actions Taken and Our Response

As discussed earlier in the report, DLA Aviation–Huntsville officials took corrective action during the audit. Specifically, DLA Aviation–Huntsville officials updated their internal workload tool to display a caution notice when contracting officials enter a procurement for all Berry Amendment–covered Federal Supply Groups. Therefore, Recommendation 3 is resolved and will be closed upon report issuance.

Recommendation 4

We recommend that the Principal Director, Defense Pricing, Contracting, and Acquisition Policy, in coordination with DoD stakeholders responsible for Berry Amendment compliance, implement a risk-based approach for contracting personnel to conduct inspections of covered goods to determine whether items received comply with the Berry Amendment.

Defense Pricing, Contracting, and Acquisition Policy Comments

The Principal Director, Defense Pricing, Contracting, and Acquisition Policy, agreed with the recommendation, stating that they will issue a policy memorandum, in collaboration with the Military Departments and Defense agencies responsible for Berry Amendment compliance, to implement a risk-based approach for contracting personnel to conduct inspection and acceptance of Berry Amendment–covered items.

Our Response

Comments from the Principal Director addressed the specifics of the recommendation; therefore, the recommendation is resolved but will remain open. We will close the recommendation when we receive documentation verifying that, in collaboration with Military Departments and Defense agencies responsible for Berry Amendment compliance, the Principal Director issued a policy memorandum to implement a risk-based approach to inspect and accept Berry Amendment–covered items.

Appendix A

Scope and Methodology

We conducted this performance audit from July 2024 through July 2025 in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit objective was to determine whether the DLA complied with the Berry Amendment for DoD procurements and acquisitions when purchasing covered materials and supplies from domestic sources. We did not review classified contracts. We limited our scope to contracts the DLA issued from October 1, 2021, to March 31, 2024, with total contract values above \$150,000, the minimum value for the Amendment, for goods under the following FSG codes.

- 51 – Hand Tools
- 52 – Measuring Tools
- 83 – Textiles, Leathers, Furs, Apparel and Shoes, Tents, Flags
- 84 – Clothing, Individual Equipment, and Insignia

Our review did not include contracts for goods under FSG 73 for food preparation and serving equipment, or FSG 89 for subsistence (food).²⁹

This report is in response to section 1601 of the National Defense Authorization Act for FY 2014, which requires the DoD OIG to perform periodic audits of contracting practices and policies related to procurement under section 4862, title 10, United States Code, popularly known as the Berry Amendment.³⁰ We announced the audit in July 2024, as the “Audit of Defense Logistics Agency’s Compliance with the Berry Amendment.”

Universe and Sample Selection

We selected a nonstatistical sample of 82 contract actions subject to the Berry Amendment, valued at \$2.78 billion, from a population of 3,714 contract actions, valued at \$10.85 billion.

²⁹ We did not review contract actions for FSG 73 goods because we found few contract actions for these items in the contract universe, and at the start of our audit, the Berry Amendment included these items for only 3 years. Furthermore, we did not review FSG 89 contract actions because the Berry Amendment includes many exceptions for subsistence items, and we were not able to select a reliable sample to test compliance.

³⁰ Public Law 113-66, “National Defense Authorization Act for Fiscal Year 2014,” section 1601(a), “Requirement for Periodic Audits of Contracting Compliance,” December 26, 2013.

We used the following rationale and criteria in selecting our sample. We queried the System for Award Management to develop a population of Berry Amendment-covered contracts the DLA issued from October 1, 2021, to March 31, 2024. We limited the query to contracts under FSG codes 51, 52, 83, and 84 with a total value above the Berry Amendment threshold of \$150,000. We selected sites that awarded the most contracts subject to the Berry Amendment and provided the most varied mix of FSGs to review. Specifically, we selected the following four DLA sites to visit.

- DLA Troop Support–Philadelphia, Pennsylvania³¹
- DLA Aviation–Richmond, Virginia
- DLA Aviation–Redstone Arsenal, Huntsville, Alabama
- DLA Maritime–Puget Sound, Bremerton, Washington

We selected a nonstatistical sample of contracts subject to the Berry Amendment from these four locations, also ensuring that we had representation of the selected FSGs 51, 52, 83, and 84, and in three ranges of contract values: (1) top 10 highest, (2) between \$150,000 to \$250,000, and (3) between these two high and low ranges. Our initial sample included 86 contract actions. However, during the fieldwork phase of the audit, we removed four contract actions and replaced another four contract actions because we determined that the Berry Amendment did not apply to the goods purchased or the amount purchased did not exceed the Berry Amendment threshold.

Our final review included 82 contracts subject to the Berry Amendment, valued at \$2.78 billion. For consistency, we used the System for Award Management to determine the values of contracts in the sample. We identified a discrepancy between the value in the System for Award Management and contract documents obtained; however, the discrepancy did not impact the audit because both values were above the Berry Amendment threshold of \$150,000. Our results are based on a nonstatistical sampling methodology and therefore cannot be used to calculate estimates (projections) for the population. Table 3 summarizes the contracts in our universe and the contracts we selected for review.

³¹ We selected contracts from DLA Troop Support’s Clothing and Textiles, and Construction and Equipment supply chains.

Table 3. Auditable Universe and Selected DLA Sites from FY 2022 Through Q2 FY 2024

	DLA Contracting Office	Number of Contract Actions	Total Contract Value (in Millions)	Number of Contract Actions Reviewed	Total Contract Value Reviewed (in Millions)
1	DLA Troop Support–Philadelphia, Pennsylvania	3,571	\$10,775.25	40 ¹	\$2,732.57
2	DLA Aviation–Richmond, Virginia	98	47.97	20	27.47
3	DLA Aviation–Redstone Arsenal, Alabama	15	13.78	15	13.78
4	DLA Maritime–Puget Sound, Washington	11	2.38	7	1.70
5	DLA Land and Maritime–Columbus, Ohio	5	2.17	–	–
6	DLA Distribution–New Cumberland, Pennsylvania	5	1.33	–	–
7	DLA Land–Aberdeen Proving Ground, Maryland	3	1.55	–	–
8	DLA Maritime–Portsmouth, New Hampshire	3	0.87	–	–
9	Other DLA Sites ²	3	0.54	–	–
	Totals³	3,714	\$10,845.83	82	\$2,775.52

¹ The 40 contracts at DLA Troop Support–Philadelphia included 38 contract actions that the Clothing and Textiles supply chain issued and 2 contracts that the Construction and Equipment supply chain issued.

² Other DLA sites in our auditable universe consisted of DLA Aviation at Philadelphia, Pennsylvania; DLA Contracting Services Office (Division #1) Richmond, Virginia; and DLA Contracting Services Office (Division #1) Columbus, Ohio.

³ The individual total contract values per site do not add up to the overall total due to rounding.

Source: The DoD OIG.

Review of Documentation and Interviews

We evaluated documentation against the following applicable criteria and guidance.

- 10 U.S.C. § 4862, “Requirement to buy certain articles from American sources; exceptions”
- 31 U.S.C. § 1341, “Limitations on expending and obligating amounts”
- Public Law 113-66, “National Defense Authorization Act for Fiscal Year 2014,” section 1601, “Periodic Audits of Contracting Compliance by Inspector General of Department of Defense”
- Public Law 116-92, “National Defense Authorization Act for Fiscal Year 2020,” section 854(a), “Addition of Domestically Produced Stainless Steel Flatware and Dinnerware to the Berry Amendment”
- Public Law 116-283, “William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021,” section 817, “Modification to Small Purchase Threshold Exception to Sourcing Requirements for Certain Articles,” and section 1870(c)(2), “Transfer and Redesignation of Sections 2533, 2533a, 2533b, and 2534”
- FAR Part 4, “Administrative and Information Matters”
- FAR Part 5, “Publicizing Contract Actions”
- FAR Part 8, “Required Sources of Supplies and Services”
- FAR Part 10, “Market Research”
- FAR Part 11, “Describing Agency Needs”
- FAR Part 12, “Acquisition of Commercial Products and Commercial Services”
- FAR Part 32, “Contract Financing,” Subpart 32.7, “Contract Funding”
- FAR Part 42, “Contract Administration and Audit Services,” Subpart 42.3, “Contract Administration Office Functions,” Section 42.302, “Contract administration functions”
- FAR Part 46, “Quality Assurance”
- FAR Part 52, “Solicitation Provisions and Contract Clauses,” Subpart 52.2, “Text of Provisions and Clauses,” Section 52.246, Clause 52-246-15, “Certificate of conformance”
- DFARS Part 225, “Foreign Acquisition,” Subpart 225.70, “Authorization Acts, Appropriations Acts, and Other Statutory Restrictions on Foreign Acquisition,” Section 225.7002, “Restrictions on food, clothing, fabrics, hand or measuring tools, and flags”

- DFARS Procedures, Guidance, and Information Part 225, “International Acquisition,” Subpart 225.70, “Authorization Acts, Appropriations Acts, and Other Statutory Restrictions on Foreign Acquisition,” Section 225.7002, “Restrictions on food, clothing, fabrics, and hand or measuring tools”
- DFARS Part 252, “Solicitation Provisions and Contract Clauses,” Subpart 252.2, “Text of Provisions and Clauses,” Section 252.225, Clause 252.225-7006, “Acquisition of the American Flag”
- DFARS Part 252, “Solicitation Provisions and Contract Clauses,” Subpart 252.2, “Text of Provisions and Clauses,” Section 252.225, Clause 252.225-7012, “Preference for Certain Domestic Commodities”
- DFARS Part 252, “Solicitation Provisions and Contract Clauses,” Subpart 252.2, “Text of Provisions and Clauses,” Section 252.225, Clause 252.225-7015, “Restriction on Acquisition of Hand or Measuring Tools”
- Defense Logistics Acquisition Directive Part 42, “Contract Administration,” Subpart 42.2, “Contract Administration Services”
- DPCAP Memorandum, “Improving Compliance with Buy American Laws,” October 23, 2020
- DCMA Manual 2303-01, “Surveillance,” December 28, 2022
- DCMA Manual 2501-01, “Contract Receipt and Review,” March 24, 2019
- DCMA Manual 4502-02, “Workload Acceptance,” September 15, 2021
- DCMA Instruction 2303, “Surveillance,” November 5, 2018
- DCMA Risk Assessment Process, June 2024
- DLA Memorandum, “Ensuring Compliance with Buy American Laws,” December 28, 2020
- DLA Memorandum, “Exhortatory PROCLTR, Berry Amendment Best Practices,” December 28, 2020

We interviewed DLA officials to discuss procedures that they completed for pre-award activities and when they awarded Berry Amendment contracts. We obtained and reviewed copies of the following contracting documentation that DLA officials issued.

- DLA Broadcast Acquisition Messages
- Clause Matrix
- market research
- synopsis and solicitation information
- base contracts and modifications
- delivery orders
- domestic origin certificates
- training certificates

We also reviewed training aids and other available documentation on contracting practices and processes at the four sites. As part of our analysis, we reviewed whether DLA contracting officials claimed an exception to the Berry Amendment requirements through an approved domestic nonavailability determination in accordance with DFARS 225.7002-2(b).

To obtain policy and guidance on post-award activities, we interviewed program and policy officials at the DCMA and DLA Distribution to discuss procedures in place and delegations of responsibility for inspection and acceptance of items procured through Berry Amendment-covered contracts. We also reviewed available policy documentation from these Components, including DLA Distribution and warehouse receiving process checklists, and the DCMA's Workload Prioritizations Criteria for its Contract Receipt and Review process. Our review of post-award activities did not include DCMA surveillance plans. Finally, we interviewed a DPCAP policy official on overall program direction and regulations, and DLA Headquarters program officials on the agency's contract writing system.

Internal Control Assessment and Compliance

We assessed internal controls and compliance with laws and regulations necessary to satisfy the audit objective. Specifically, we assessed the risk assessment, control activities, information and communication, and monitoring internal controls in place. We gathered information from DLA officials and contracting personnel to examine whether the DLA contracting personnel had internal guidance and training to understand the process on how to fulfill their responsibilities to comply with the Berry Amendment over the procurement life cycle. In addition, we assessed the policies and procedures that DCMA officials used for their Contract Receipt and Review process, and the inspection and acceptance of delivered goods for Berry Amendment compliance. However, because our review was limited to these internal control components and underlying principles, it may not have disclosed all internal control deficiencies that may have existed at the time of this audit.

Use of Computer-Processed Data

We did not use computer-processed data to perform this audit.

Use of Technical Assistance

We worked with officials from the DoD OIG's Quantitative Methods Division to develop the nonstatistical sample, including determining the sites to review and the number of contracts to review at each selected site.

Prior Coverage

During the last 11 years, the DoD Office of Inspector General (DoD OIG) issued six reports discussing the DoD's compliance with the Berry Amendment for procurements and acquisitions.

Unrestricted DoD OIG reports can be accessed at <http://www.dodig.mil/reports.html/>.

DoD OIG

Report No. DODIG-2021-033, "Audit of the Department of Defense's Compliance with the Berry Amendment," December 14, 2020

The DoD OIG determined that the Military Services and the DLA generally complied with the Berry Amendment requirements for the award of 118 of 135 contracts reviewed, valued at \$5.4 billion. The DoD OIG found that the Military Services, DLA contracting officials, and DCMA officials did not fully comply with the Berry Amendment requirements due to oversights, limited experience with the Berry Amendment, and a lack of consistent training on the Berry Amendment requirements.

Report No. DODIG-2018-070, "Summary Report of DoD Compliance with the Berry Amendment and the Buy American Act," February 6, 2018

The DoD OIG audit report summarized the findings of the four prior audits of the Military Services' and the DLA's compliance with the Berry Amendment. The DoD OIG audit report reviewed 109 contracts subject to the Berry Amendment, valued at \$598.6 million.

Report No. DODIG-2017-098, "Defense Logistics Agency Compliance with the Berry Amendment and the Buy American Act," July 7, 2017

The DoD OIG determined that DLA contracting personnel complied with the Berry Amendment for 13 of the 32 contracts reviewed, valued at \$265.1 million. The DoD OIG found that DLA contracting personnel did not comply with the Berry Amendment due to unfamiliarity with the Berry Amendment, misinterpretation of the Berry Amendment requirements, administrative errors, and overreliance on the contract writing system to include the implementing clause.

Report No. DODIG-2016-051, "Air Force Personnel Can Improve Compliance with the Berry Amendment and the Buy American Act," February 24, 2016

The DoD OIG determined that Air Force contracting personnel generally complied with the Berry Amendment for the 15 of 21 contracts reviewed. However, for six contracts, contracting personnel omitted the required DFARS clauses and may have received noncompliant items.

Report No. DODIG-2015-161, "Naval Personnel Can Improve Compliance with the Berry Amendment and the Buy American Act," August 12, 2015

The DoD OIG determined that Naval contracting personnel did not consistently comply with the Berry Amendment for 11 of the 23 contracts reviewed. Contracting personnel did not assess whether suppliers could provide U.S.-produced items and omitted the Berry Amendment contract clause because they were not familiar with the Berry Amendment.

Report No. DODIG-2015-026, "Army Personnel Complied with the Berry Amendment but Can Improve Compliance with the Buy American Act," November 7, 2014

The DoD OIG determined that Army Contracting Command personnel at three locations substantially complied with the Berry Amendment for 29 of the 33 contracts reviewed, with an obligated value of about \$124.6 million. Army contracting personnel took appropriate actions before and after contract award to ensure procured items complied with Berry Amendment requirements. However, contracting personnel from the Army Contracting Command did not include the Berry Amendment implementing clauses within the basic contract for 4 of the 33 contracts.

Appendix B

Contracts Reviewed

Contract Sample ID Number	Total Contract Value	Contract Award Date	FSG Code	Item Description	Required DFARS Clause in Solicitation	Required DFARS Clause in Contract	Required DFARS Clause in Solicitation and Contract
DLA Aviation—Richmond, Virginia - 20 contract actions valued at \$27,469,934							
1	\$209,940	August 22, 2023	51	Tool Kit, Electronic	Yes	No ¹	No
2	184,769	February 29, 2024	51	Jack, Screw, Hand	Yes	No ¹	No
3	1,917,313	September 9, 2022	51	Tool Kit, Electrician	No ¹	No ¹	No
4	1,426,521	April 25, 2022	51	Jack, Screw, Mechanical	Yes ²	No ¹	No
5	250,000	February 16, 2022	51	Kit, Pump	No ¹	No ¹	No
6	2,659,912	January 6, 2022	51	Wrench, Impact, Electric	No ¹	No ¹	No
7	665,085	December 13, 2022	51	Tool Kit, Fiber Optic System	No ¹	No ¹	No
8	250,000	July 3, 2023	51	Puller, Slide	No	No	No
9	250,000	August 23, 2023	51	Flaring Mandrel	Yes	Yes	Yes
10	186,078	July 10, 2023	51	Puller and Pump, End	Yes ²	Yes ²	Yes
11	358,368	October 27, 2022	51	Remover, Pin	No	No ¹	No
12	151,436	January 23, 2024	51	Ram, Hydraulic	Yes	No	No
13	884,156	January 26, 2022	51	Wrench, Impact, Electric	No ¹	No ¹	No
14	782,034	July 13, 2022	51	Tool Kit, Bridge	No ¹	No ¹	No
15	150,076	August 25, 2023	51	Tool Kit, Artillery	No ³	No	No
16	1,547,176	October 11, 2022	51	Tool Kit, Turret Mechanics	No ¹	No ¹	No

Contracts Reviewed (con't)

Contract Sample ID Number	Total Contract Value	Contract Award Date	FSG Code	Item Description	Required DFARS Clause in Solicitation	Required DFARS Clause in Contract	Required DFARS Clause in Solicitation and Contract
17	2,260,750	September 7, 2023	51	Knife, Craftman's	No ¹	No ¹	No
18	1,833,640	January 22, 2024	51	Ground Hop Kit	No ¹	No ¹	No
19	1,502,681	February 14, 2024	51	Tool Kit, Turret Mechanics	No ¹	No ¹	No
20 ⁴	9,999,999	August 29, 2022	51	Tool Kit, Rotor Bolt	No ¹	No ¹	No
DLA Aviation–Huntsville, Alabama – 15 contract actions valued at \$13,775,774							
21	\$574,635	June 22, 2022	51	Torque Applicators	No	No ¹	No
22	370,883	August 9, 2022	51	Torque Wrench Sets	No	No	No
23	236,640	September 21, 2022	51	Aircraft Tool Kits	No	No	No
24	180,410	August 9, 2022	51	Torque Wrench Sets	N/A ⁵	No	No
25	3,128,694	October 31, 2022	51	Army Aircraft Tool Kits	No	No ⁶	No
26	3,128,694	October 31, 2022	51	Army Tool Kits	N/A ⁵	No ⁶	No
27	2,445,839	November 8, 2022	51	Tool Set	No	No	No
28	1,026,995	December 21, 2022	51	Tool Kit	No ¹	Yes ²	No
29	436,395	November 8, 2022	51	Tool Set	N/A ⁵	No	No
30	343,462	March 13, 2023	51	Army Aircraft Tool Kits	N/A ⁵	No ⁶	No
31	311,711	April 3, 2023	51	Tool Set	N/A ⁵	No	No
32	197,346	December 21, 2022	51	Tool Kits	N/A ⁵	Yes ²	Yes ⁵
33	439,725	December 22, 2023	51	Torque Applicators	No	No	No
34	390,705	September 12, 2022	84	Environmental Control Vests	Yes	Yes	Yes

Contracts Reviewed (con't)

Contract Sample ID Number	Total Contract Value	Contract Award Date	FSG Code	Item Description	Required DFARS Clause in Solicitation	Required DFARS Clause in Contract	Required DFARS Clause in Solicitation and Contract
35	563,640	June 15, 2023	84	Vests	No	No	No
DLA Troop Support Clothing and Textiles—Philadelphia, Pennsylvania – 38 contracts actions valued at \$2,732,184,876							
36	\$102,483,225	June 16, 2023	84	Advanced Tactical Assault Panels	Yes	Yes	Yes
37	800,000,000	October 21, 2021	83	Tent and Shelter Systems	Yes	Yes	Yes
38	204,254,577	February 7, 2022	84	Combat Helmets	Yes	Yes	Yes
39	13,521,381	April 29, 2022	84	Intermediate Cold/Wet Gloves	Yes	Yes	Yes
40	757,413	June 21, 2022	84	Luminous Tape Belts	Yes	Yes	Yes
41	404,067	November 8, 2021	84	Cold Weather Parkas	Yes	Yes	Yes
42	1,938,714	December 7, 2021	84	Cold Weather Shirts	Yes	Yes	Yes
43	502,107	January 7, 2022	84	Physical Fitness Pants	Yes	Yes	Yes
44	539,160	March 15, 2022	84	Main Pack Liners	Yes	Yes	Yes
46	482,490	September 2, 2022	84	Leather Gloves	Yes	Yes	Yes
47	1,440,180	September 8, 2022	84	Men's Trousers	Yes	Yes	Yes
48	524,362	September 15, 2022	84	Athletic T-Shirts	Yes	Yes	Yes
49	806,664	January 19, 2022	84	Running Shoes	Yes	Yes	Yes

Contracts Reviewed (con't)

Contract Sample ID Number	Total Contract Value	Contract Award Date	FSG Code	Item Description	Required DFARS Clause in Solicitation	Required DFARS Clause in Contract	Required DFARS Clause in Solicitation and Contract
50	189,602,814	October 18, 2022	84	Advanced Combat Helmets, Second Generation	Yes	Yes	Yes
51	235,987,870	November 28, 2022	84	Rifleman's Set & Associated Components	Yes	Yes	Yes
52	193,601,400	January 6, 2023	84	Two-Piece Flame-Resistant Uniform Coats	Yes	Yes	Yes
53	200,000,000	November 18, 2022	83	Tent & Shelter Systems	Yes	Yes	Yes
54	200,000,000	July 17, 2023	84	Tent & Shelter Systems	Yes	Yes	Yes
55	200,000,000	August 25, 2023	83	Tent & Shelter Systems	Yes	Yes	Yes
56	535,649	December 15, 2022	84	Women's Shirt Neck Tabs	Yes	Yes	Yes
57	427,138	October 18, 2022	84	Sweat Shirts	Yes	Yes	Yes
58	952,830	November 2, 2022	84	Uniform Coats	Yes	Yes	Yes
59	256,819	March 3, 2023	84	Sweat Pants	Yes	Yes	Yes
60	714,461	April 12, 2023	84	Flyer's Helmets	Yes	Yes	Yes
61	1,024,145	June 27, 2023	84	Hot Weather Boots	Yes	Yes	Yes
62	671,846	July 13, 2023	84	Man's Shirts	Yes	Yes	Yes
63	438,668	July 18, 2023	84	Flyer's Jackets	Yes	Yes	Yes
64	7,871,920	July 18, 2023	84	Field Packs	Yes	Yes	Yes

Contracts Reviewed (con't)

Contract Sample ID Number	Total Contract Value	Contract Award Date	FSG Code	Item Description	Required DFARS Clause in Solicitation	Required DFARS Clause in Contract	Required DFARS Clause in Solicitation and Contract
65	188,940	September 25, 2023	84	Extreme Cold Mittens	N/A ⁷	Yes	Yes ⁷
66	5,961,056	September 22, 2023	83	Tent & Shelter Systems	Yes	Yes	Yes
67	158,800	April 14, 2023	83	Tent Boot Walls	N/A ⁸	Yes	Yes ⁸
68	14,560,277	October 23, 2023	84	Women's Coats	Yes	Yes	Yes
69	200,000,000	February 8, 2024	83	Fuel Handler's Coat & Trousers	Yes	Yes	Yes
70	149,565,101	December 20, 2023	84	Fuel Handler's Coat & Trousers	Yes	Yes	Yes
71	534,242	January 25, 2024	84	Camouflage Cap	Yes	Yes	Yes
72	901,336	February 12, 2024	84	Camouflage Trousers	Yes	Yes	Yes
73	361,044	March 6, 2024	84	Hydration Systems	Yes	Yes	Yes
74	214,180	March 7, 2024	84	Sweat Shirts	Yes	Yes	Yes
DLA Troop Support Construction and Equipment–Philadelphia, Pennsylvania– 2 contract actions valued at \$385,503							
45	223,641	November 2, 2023	52	Gage Sets	No ³	No ¹	No
75	161,862	January 19, 2024	52	Gage Sets	Yes	Yes	Yes
DLA Maritime–Puget Sound, Washington ⁹ – 7 contract actions valued at \$1,704,292							
76	\$187,597	August 18, 2022	52	Surface Grinder	No	No	No
78	158,579	August 31, 2022	51	Atom Gasket Machines	No	No	No
81	439,332	January 9, 2023	84	Coveralls	Yes	Yes	Yes
82	288,330	September 8, 2023	84	Coveralls	No	No	No
83	288,330	September 18, 2023	84	Coveralls	Yes	Yes	Yes
85	185,100	August 8, 2023	83	Silica Glass Cloth	Yes	Yes	Yes

Contracts Reviewed (con't)

Contract Sample ID Number	Total Contract Value	Contract Award Date	FSG Code	Item Description	Required DFARS Clause in Solicitation	Required DFARS Clause in Contract	Required DFARS Clause in Solicitation and Contract
86	157,024	August 14, 2023	84	Coveralls	No	No	No
Totals¹⁰	\$2,775,520,378				47 (Yes) 27 (No) 8 (N/A)	47 (Yes) 35 (No) 0 (N/A)	46 (Yes) 36 (No) 0 (N/A)

¹ The identified solicitations and contracts included a Berry Amendment DFARS clause but not the correct clause corresponding to the FSG in the procurement.

² The identified solicitations and contracts incorrectly included both the Berry Amendment DFARS clause 252.225-7012 and 252.225-7015.

³ We were not provided a solicitation for this contract action, and we were unable to determine whether the required Berry Amendment DFARS clause was included in the solicitation.

⁴ DLA Aviation—Richmond contracting officials used DLA Aviation—Huntsville's base contract to issue a new contract and delivery orders.

⁵ The identified contract actions are delivery orders using base contracts that are also in the sample. When we had both a base contract and a related delivery order in our sample, we assessed the solicitation as part of the base contract only and did not repeat this analysis for the same solicitation relevant to the delivery order.

⁶ The identified contracts originally included a Berry Amendment DFARS clause but not the correct clause corresponding to the FSG in the procurement. During the audit, DLA contracting officials modified the contract to include the correct Berry Amendment DFARS clause.

⁷ The identified contract was issued using a Blanket Purchase Agreement, and a formal solicitation was not required.

⁸ The identified contract was a small purchase order, and a formal solicitation was not required.

⁹ We removed Sample ID numbers 77, 79, 80, and 84 from the sample. See the universe and sample information in Appendix A for more details.

¹⁰ The individual contract values in this table do not add up to the overall totals due to rounding.

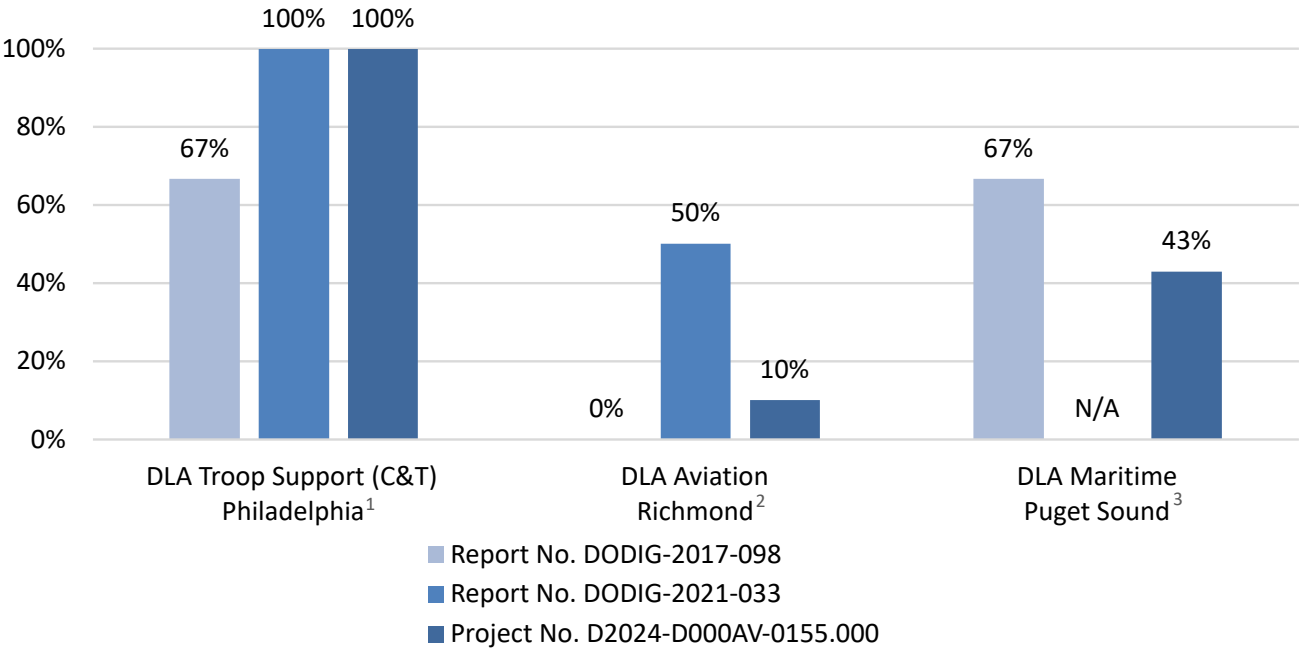
Source: The DoD OIG.

Appendix C

Comparison to Prior Reports

The DoD OIG issued two reports about the DLA’s compliance with the Berry Amendment requirements in FYs 2017 and 2021, and these reports covered three of the same DLA sites: (1) DLA Troop Support–Philadelphia, (2) DLA Aviation–Richmond, and (3) DLA Maritime–Puget Sound. Overall, DLA Aviation–Richmond and DLA Maritime–Puget Sound did not improve implementation of Berry Amendment requirements when awarding contracts subject to the Amendment. In contrast, DLA Troop Support Clothing and Textiles–Philadelphia improved the implementation of Berry Amendment requirements in solicitations and maintained compliance of all contracts reviewed in prior and current audits. Figure 5 shows a comparison of results over time for the duplicate DLA site from prior and current audits.

Figure 5. Comparison of DLA Contracting Sites’ Implementation of the Berry Amendment Requirements in Contracts over Time



¹ Prior results of DLA Troop Support Clothing and Textiles–Philadelphia had 7 out of 21 contracts reviewed in FY 2017 without the required Berry Amendment clause.

² Prior results of DLA Aviation–Richmond had all 7 contracts reviewed in FY 2017 and 5 of 10 contracts reviewed in FY 2020 without the required Berry Amendment clause.

³ Prior results of DLA Maritime–Puget Sound had 1 of 3 contracts reviewed in FY 2017 without the required Berry Amendment clause. Report No. DODIG-2021-033 did not include contracts for review from DLA Maritime–Puget Sound.

Source: The DoD OIG.

Compared to prior DoD OIG reports, DLA contracting officials attributed the noncompliance with the Berry Amendment requirements to similar reasons we included in this report. Specifically, DLA contracting officials did not include the required Berry Amendment DFARS clauses because officials:

- lacked experience with Berry Amendment procurements;
- had limited training and guidance on Berry Amendment responsibilities;
- relied on contract writing systems that did not consistently consider Amendment requirements to pre-populate the applicable Berry Amendment DFARS clauses to contract documentation; and
- did not consistently apply the DPCAP-recommended best practices meant to help ensure compliance with the Berry Amendment.

While improvements in ensuring compliance with the Berry Amendment were made at some DLA sites, including DLA Troop Support Clothing and Textiles–Philadelphia, opportunities exist for the DLA to increase compliance with the Berry Amendment. Continued improvements in compliance with the Berry Amendment will ensure that the DoD is procuring domestic products.

Management Comments

Defense Pricing, Contracting, and Acquisition Policy



OFFICE OF THE UNDER SECRETARY OF DEFENSE
3000 DEFENSE PENTAGON
WASHINGTON, DC 20301-3000

MEMORANDUM FOR DEPUTY ASSISTANT INSPECTOR GENERAL FOR AUDIT
ACQUISITION, CONTRACTING AND SUSTAINMENT,
OFFICE OF THE INSPECTOR GENERAL

SUBJECT: Response to DoDIG Draft Report on Audit of the Defense Logistics Agency's
Compliance with the Berry Amendment (Project No. D2024-D000AV-0155.000)

As requested, I am providing responses to the general content and recommendations
contained in the subject report.

Recommendation 4:

We recommend that the Director, Defense Pricing, Contract, Contracting, and Acquisition Policy (DPCAP), in coordination with DoD stakeholders responsible for Berry Amendment compliance, implement a risk-based approach for contracting personnel to conduct inspections of covered goods to determine whether items received comply with the Berry Amendment.

Response:

Concur. DPCAP recognizes the importance of robust oversight and verification to ensure Berry Amendment compliance throughout the acquisition lifecycle. I will issue a policy memorandum, in collaboration with the Military Departments and Defense agencies responsible for Berry Amendment compliance, to implement a risk-based approach for contracting personnel to conduct inspection and acceptance of Berry Amendment covered items.

Please contact [REDACTED] if additional information is required.

TENAGLIA.JOHN [REDACTED]
.M. [REDACTED] / Date: 2025.08.06 [REDACTED]

John M. Tenaglia
Principal Director,
Defense Pricing, Contracting, and
Acquisition Policy

Defense Logistics Agency Acquisition



DEFENSE LOGISTICS AGENCY
HEADQUARTERS
8725 JOHN J. KINGMAN ROAD
FORT BELVOIR, VIRGINIA 22060-6221

MEMORANDUM FOR ASSISTANT INSPECTOR GENERAL (ACQUISITION,
CONTRACTING AND SUSTAINMENT)

SUBJECT: Response to Department of Defense (DoD) Office of Inspector General (OIG)
Draft Report "Audit of Defense Logistics Agency's Compliance with the Berry
Amendment" (Project No. D2024-D000AV-0155.000)

DLA appreciates the opportunity to review and comment on the Draft Report, and we support the intent of the report's recommendations. DLA is dedicated to continuous improvement in our compliance processes. Although the report identified approximately \$40 million in non-compliant actions over a three-year period, representing less than one percent of our \$6 billion annual obligations on fully Berry-compliant contracts, we are committed to rectifying these discrepancies and strengthening our controls across all supply chains.

The point of contact for this audit is [REDACTED]

BEEBE.MATTHEW
RICHARD [REDACTED]

Digitally signed by
Date: 2025.08.19

MATTHEW R. BEEBE
Director, DLA Acquisition

Attachment:
Individual response to Recommendation 1

Defense Logistics Agency Acquisition (cont'd)

DOD OIG DRAFT REPORT DATED JULY 11, 2025
“AUDIT OF THE DEFENSE LOGISTICS AGENCY’S COMPLIANCE WITH THE
BERRY AMENDMENT” (PROJECT NO. D2025-D000AV-0155.000)

DEFENSE LOGISTICS AGENCY’S RESPONSE TO THE DOD OIG
RECOMMENDATION

RECOMMENDATION 1: We recommend that the Director, Defense Logistics Agency Acquisition, develop and implement standard processes that contracting officials can use agencywide when conducting procurements subject to the Berry Amendment. The standard processes should cover the steps contracting officials need to take:

- to correctly identify the Federal Supply Group or National Stock Number for items subject to the Berry Amendment;
- during market research, when reviewing bids and the contractor’s ability to comply with Berry Amendment;
- while monitoring compliance of the received goods;
- when applying Defense Pricing, Contracting, and Acquisition Policy’s best practices for Berry Amendment procurements throughout the contract life cycle; and
- when applying any best practices collected from Defense Logistics Agency, Troop Support Clothing and Textiles–Philadelphia’s process to comply with the Berry Amendment.

DLA RESPONSE: Partially Agree. Comprehensive Berry Amendment guidance already exists through 10 USC 4862, DFARS 225.70, PGI 225.70, and DPCAP Best Practices.

Current Measures in Place at DLA (applicable to all buying activities):

- DLA Acquisition Director mandated biennial DAU CLC 125 Berry Amendment training for all 1102 and 1105 series personnel (implemented 2022)
- Major Subordinate Command (MSC) Policy team chief meetings with DLA Acquisition - Policy ensure timely dissemination of DFARS changes and Berry Amendment updates to MSC acquisition workforce
- DLA Acquisition – Procurement Systems collaboration with MSC Acquisition Systems teams maintains contract writing system alignment with current Berry Amendment requirements
- MSCs provide tailored internal Berry Amendment training and communicate updates through local emails and newsletters

The report demonstrated that in supply chains where Berry items are both concentrated and a frequent occurrence, contracting officers understand how to apply and ensure compliance with the Berry Amendment. DLA HQ will work with DLA Aviation and other hardware-focused supply chains to provide a listing that identifies the FSGs for Berry applicable items not typically bought by DLA Troop Support (i.e. hand and measuring tools). DLA Aviation Huntsville has already taken steps to flag Berry applicable FSGs in the contract writing system to ensure

Defense Logistics Agency Acquisition (cont'd)

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relevant clauses are included in the solicitation and contract. We believe that proper identification of Berry applicable items will resolve the primary insufficiency of not including required clauses in solicitations or contracts. In addition, DLA HQ will issue an exhortatory Procurement Letter (PROCLTR) to all contracting personnel, reinforcing Berry applicability (with specific FSG references), remind personnel of Defense Pricing, Contracting, and Acquisition Policy’s Berry Amendment best practices, and highlight DLA Troop Support Clothing and Textiles’ Berry Amendment best practices.

Estimated Completion Date: November 30, 2025

Acronyms and Abbreviations

CLC	Continuous Learning Center
DAU	Defense Acquisition University
DCMA	Defense Contract Management Agency
DFARS	Defense Federal Acquisition Regulation Supplement
DLA	Defense Logistics Agency
DPCAP	Defense Pricing, Contracting, and Acquisition Policy
FAR	Federal Acquisition Regulation
FOB	Free-On-Board
FSG	Federal Supply Group
NSN	National Stock Number

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