



## SPECIAL INSPECTOR GENERAL FOR IRAQ RECONSTRUCTION

October 28, 2011

LETTER FOR SECRETARY OF DEFENSE

COMMANDER, U.S. CENTRAL COMMAND  
COMMANDING GENERAL, U.S. FORCES–IRAQ  
COMMANDING GENERAL, CENTCOM CONTRACTING COMMAND

SUBJECT: U.S. Central Command Contracting Command Had Few Contract Terminations That Resulted in Wasted Funds in Iraq (SIGIR 12-005)

As of July 2011, over \$38 billion had been appropriated or allocated to the Department of Defense (DoD) for reconstruction programs in Iraq. Primary funding sources for the department's contracts were: \$4 billion of Commander's Emergency Response Program funds, \$14 billion from the Iraq Relief and Reconstruction Fund, and \$20.5 billion from Iraq Security Forces Funds.

This report examines the U.S. Central Command Contracting Command's (C3) Iraq reconstruction contracts terminated from June 2008 through April 2011. We undertook this review to examine the outcomes of C3's terminated contracts to determine if the agency maintains effective controls over contracts and if the terminations resulted in wasted U.S. funds. Subsequently, we will report on the U.S. Army Corps of Engineers' contract terminations.

C3 terminated 16 reconstruction contracts during the period reviewed. This is far fewer than the 981 contracts terminated by C3's predecessor, Joint Contracting Command–Iraq/Afghanistan, from January 2005 through June 2008. According to C3 officials, the reduction is attributable to a much smaller reconstruction program, improvements in contract management systems, and improved contractor performance. Ten contracts were terminated at the convenience of the government because the services were no longer needed, and six contracts were terminated for cause or default due to poor contractor performance. We identified potential waste of over \$16.6 million in two contracts. Better planning and coordination with Iraqis by C3 and other U.S. agencies involved in the procurements could have avoided much of that waste. We recognize that wasted funds on two terminated contracts does not indicate systemic problems for an agency that has managed hundreds of contracts. However, we believe lessons can be learned from these terminations.

### **Background**

C3 commenced operations on June 11, 2010, succeeding the Joint Contracting Command–Iraq/Afghanistan (JCC-I/A), a special DoD command established in 2005 to administer Iraq and Afghanistan contracts. Because C3 now has responsibility for all open contracts it awarded, along with any remaining open contracts awarded by JCC-I/A, we hereafter refer to C3 as the responsible command. C3's reconstruction contracts are funded primarily by the Iraq Relief and Reconstruction Fund, the Commander's Emergency Response Program, and the Iraq Security Forces Fund.

The Federal Acquisition Regulation provides the most authoritative government guidelines for terminating contracts and identifies three types of terminations:

**Termination for Default** If a contractor fails or is anticipated to fail to perform its contractual obligations, the government has the right to completely or partially terminate the contract for default. Default terminations are most often due to the contractor's failure to make delivery of the required supplies or perform the required services within the time specified in the contract.

**Termination for Convenience** If the government determines that cancellation of a contract is in its best interest, it can cancel work under that contract for "convenience." For example, the government can cancel a contract for convenience when funds are no longer available for continued contract performance, the requirements are no longer needed, or changed circumstances make it impossible for the contractor to perform the work.

**Termination for Cause** If a contractor fails to comply with any contract terms and conditions for *commercial* items, or fails to provide the government, upon request, with adequate assurances of future performance, the government may terminate the contract, or any part of that contract, for cause.

Incomplete contract file documentation limited our review of C3's contract terminations. Some files did not have enough documentation to fully determine the outcomes of the associated contracts and the exact amount of wasted funds.

## **A Smaller Reconstruction Program and Contract Management Improvements Resulted in Fewer Contract Terminations**

We found that C3 terminated only 16 contracts from June 2008 through April 2011 after terminating 981 contracts from January 2005 through June 2008. C3 terminated fewer contracts during the recent period because the agency was managing fewer contracts, contractor performance improved, and the agency effectively implemented automated systems to support contract oversight.

### ***C3 Terminated Few Reconstruction Contracts***

Our prior review of contract terminations<sup>1</sup> found that C3 terminated 981 Iraq reconstruction contracts from January 2005 through June 2008; 544 for the convenience of the government and 437 for cause or default. Our current review found that C3 terminated only 16 reconstruction contracts from June 2008 through April 2011; 10 for the convenience of the government, and 6 for cause or default. The reconstruction program changed in size, scope, and direction between these two time periods, thus inhibiting a good comparison; nonetheless we believe the significantly smaller numbers indicate changes in the management of the program. Table 1 shows the 16 terminated contracts, the contracted items or services, the date terminated, type of termination, and reason for termination.

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<sup>1</sup> *Iraq Reconstruction Project Terminations Represent a Range of Actions*, SIGIR 09-004, 10/27/2008.

**Table 1—Contracting Command Terminated Contracts (June 2008–April 2011)**

<b>Contract Number</b>	<b>Contracted Items/Service</b>	<b>Date Terminated</b>	<b>Termination Type</b>	<b>Reason for Termination</b>
<b>W91GY0-09-P-0481<sup>a</sup></b>	Computer Equipment	11/10/2009	Cause	Contractor failed to deliver one item.
<b>W91GY0-08-D-0009-0002<sup>b</sup></b>	Construct Location Command	11/16/2009	Convenience	Customer decided project was unnecessary due to redundancy with another command.
<b>W91GY0-09-P-0291</b>	Tent Insulation	12/5/2009	Convenience	Services no longer needed.
<b>W91GY0-08-C-0473</b>	Guard Towers Electrical Power	11/30/2009	Convenience	Services no longer needed.
<b>W91GY0-08-C-0025</b>	Baghdad Police College Construction	2/15/2010	Default	Contractor's poor construction and failure to deliver air conditioner units.
<b>W91GY0-10-P-0127</b>	Furniture	5/17/2010	Cause	Contractor failed to deliver the items.
<b>W91GDW-07-C-4042</b>	Security Services	7/15/2010	Convenience	Services no longer needed.
<b>W91GDW-07-D-4040</b>	Warehousing and Distribution Services	7/15/2010	Convenience	Services no longer needed.
<b>W91GY0-09-P-0216</b>	Vehicle Maintenance	7/28/ 2010	Cause	Contractor inflated prices for parts and stopped services.
<b>W91GY0-10-P-0196</b>	Filters and Coalescers for Fuel Trucks	9/3/2010	Cause	Contractor failed to deliver the items.
<b>W91GY0-10-P-0197</b>	Sewage Removal Services	8/20/2010	Convenience	Services no longer needed.
<b>W91GY0-10-P-0240</b>	Bus Service	8/21/2010	Convenience	Services no longer needed.
<b>W91GY0-10-P-0101</b>	Generator	9/11/2010	Convenience	Generator no longer needed.
<b>W91GY0-10-P-0160</b>	Cameras and Metal Detectors	9/7/2010	Cause	Contractor failed to deliver the items.
<b>W91GY0-10-C-0021</b>	Aircraft Parts	11/16/2010	Convenience	Contract statement-of-work lacked technical details and lack of commitment by Iraqi military.
<b>W91GEY-10-C-0021<sup>c</sup></b>	Unknown	Unknown	Convenience	Unknown

**Note:**

<sup>a</sup> C3 partially terminated the contract.

<sup>b</sup> Contracting Command terminated Task Order 0002 under the contract.

<sup>c</sup> We were not able to obtain the contract file in time for this report.

*Source: SIGIR analysis of C3 data and C3 contract files, as of September 20, 2011.*

C3 officials project that there may be a spike in the contract terminations in the second half of 2011 as the U.S. military draws down and prepares to leave Iraq. However, the terminated contracts will be for services that are no longer needed. These service contracts generally support the U.S. military and are funded with non-reconstruction funds such as Army Operation and Maintenance funds.

### ***Decline in Terminations Attributed to Several Factors***

C3 officials report that fewer contracts were terminated during the review period because there were fewer reconstruction contracts as the U.S. military presence decreased. Also, a higher percentage of equipment and services for Iraq are now purchased through the foreign military sales program, which is managed by a U.S.-based contracting agency.

C3 officials also attributed the reduction to improved contract management. Specifically, the 2008 introduction of the U.S. Central Command's automated PD2 system into Iraq. According to the officials, while C3 contracting officers are now better trained than they were previously, inexperienced contracting officers remain an ongoing challenge. C3 officials explained the PD2 system allows contracting officers and contracting officer representatives to perform checks and reviews using computer software rather than through manual checks, and to identify problems before a contract reaches a point where termination is likely.

According to C3 officials, improvements in Iraq contractor performance has also contributed to the reduction in terminations. C3 has guidelines and systems to vet contractors performing in the Iraq Theater of Operations. These guidelines were in force during the entire period covered by this audit. The guidelines are based on C3's Joint Contingency Contracting System, a computer-based vendor database that tracks past performance. The system shows whether vendors are compliant with government of Iraq requirements, such as having a business license and proper registration as a contractor. The system is not used to evaluate the quality of the contractor's work.

C3 officials stated they also evaluate past performance when awarding contracts, but information on Iraqi contractors can be limited because of the dynamic nature of the environment and difficulties in tracking Iraqi contractors who may simply change their name to receive new contracts. C3 officials state that overall, Iraqi contractors have improved over time. However, contractor performance remains an issue that sometimes negatively impacts the reconstruction program. For example, six of the 16 contract terminations in our review resulted from poor performance.

### **Most Terminated Contracts Had Little or No Wasted Funds**

Thirteen of the 16 contracts C3 terminated from June 2008 through April 2011 did not result in wasted funds that we could identify. For the 13 contracts, we found that C3 contracting officers responsibly followed procedures and terminated the contracts at no additional cost to the government when the contractors failed to deliver procured items or services or the items/services were no longer needed. One contract file was not available for us to assess whether or not funds were wasted.

We identified two contracts or contract task orders that had a maximum of \$16.6 million in wasted funds. We recognize that two wasteful contracts out of the hundreds of contracts managed by C3 is not an indicator of systemic problems. However, we believe lessons can be learned from the two terminations discussed below.

### ***The Al Ghizlani Location Command Project***

According to the contract file, on September 13, 2008, C3 awarded Task Order 2 on contract W91GY0-08-D-0009 to provide construction services including the planning, design, construction, and improvement for a new Iraqi Location Command in Al Ghizlani, Iraq. A location command supports an Iraqi army division and has barracks and fuel points. The work was to consist of new construction and upgrades to existing utility hookups. The U.S. funded the contract with fiscal year 2008 Iraqi Security Forces Funds, and \$32,417,456 was applied to the task order. The notice to begin a 240-day performance period was issued on October 25, 2008. On July 8, 2009, the Contracting Officer suspended the work. In an October 15, 2009, memorandum to the Judge Advocate's office, the Contracting Officer stated the suspension resulted from the Iraqi Army's changed requirement. The memorandum further states that the customer, the Multi-National Security Transition Command-Iraq, wanted to terminate the contract for convenience of the government and move the project from Al Ghizlani to Talil.

On July 11, 2009, a U.S. Forces-Iraq official outlined the reasons for the planned termination for convenience in an e-mail. The e-mail states that the Commanding General at the Multi-National Security Transition Command-Iraq requested a revalidation of requirements for Iraq Security Forces Fund projects and requested the identification of projects to consider for descoping. The official states, "To that end a presentation, and recommendations, were offered suggesting several projects that due to the change in mission and/or requirements might offer savings by termination or descoping aspects of the current contract." Several projects were briefed to the Commanding General and, as a result of discussion, it was decided the Al Ghizlani Location Command would be terminated.

The official's email further states:

The original intent of this location command was to support the units of the 2 Division and Al Kasik Location Command to support the various elements of the 3 Div [sic]. Both locations are within approximately 2 hours of each other by road. Al Kaskik [sic] is also a partially functioning Location Command already and is currently supporting the needs of both the 3<sup>rd</sup> and the 4<sup>th</sup> Divisions. Moreover, once these divisions do reach their full capacity there is also a parallel build being undertaken by the IA [Iraqi Army] MOD [Ministry of Defense] which will furnish almost double the capacity of the current build at Al Kasik and this capacity is roughly equal to what Al Ghizlani would have provided. Most of the elements of the Al Ghizlani build then were deemed duplicative, and therefore not fundamental to the IA mission.

The U.S. planned to modify the task order to move some of the work to another location in Talil, Iraq. However, on October 19, 2009, a new Contracting Officer reviewed the relevant issues and decided that moving the project to Talil was an out-of-scope modification to the task order and could not be undertaken because fiscal year 2010 funds were not available. On November 16,

2009, the Contracting Officer terminated the task order for the convenience of the government because the requirement did not exist at Al Ghizlani. Contractor performance was not a factor in the decision to terminate.

At the time of the work suspension in July 2009, the U.S. had spent \$10,310,860. Subsequently, additional funds were spent on the contract, possibly to secure the site to prevent looting. The additional costs increased the total amount paid on the task order to \$16,405,700.

The task order cost breakdown is shown in Table 2.

**Table 2—Cost Breakdown for Al Ghizlani Location Command**

<b>Cost Type</b>	<b>Amount Spent</b>
Storage Tanks	\$417,845
Generators	1,049,817
Fence	260,000
Debris Removal	729,864
Water Storm Drainage System	21,000
Towers	135,000
Entry Control Points	34,680
Surveying, Design and Plans	1,852,166
Defense Base Act Insurance	25,200
Site Preparation, Footings, and Foundations	2,400,685
Exterior and Interior Building Structure	1,634,061
Mobilization	1,750,543
Post-Work Suspension Costs	6,094,840
<b>Total</b>	<b>\$16,405,700</b>

**Note:**

Numbers may not add due to rounding.

*Source: SIGIR Analysis of Contractor’s Schedule of Values and U.S. Army Corps of Engineers Financial Management System Data.*

A current U.S. Department of Defense contractor, who served in the U.S. military in 2009 as a liaison to the Iraqi military and advisor to an Iraqi general in charge of the location commands, stated the Iraqis wanted the Al Ghizlani Location Command and repeatedly complained about the project’s termination because they wanted a location command for each Army division. The contractor stated that he believes the U.S. terminated the contract in order to save funds and because the Al Ghizlani Location Command was only 34 miles from the Al Kasik Location Command and was not needed. The U.S. constructed the Al Kasik Location Command at the same time as the Al Ghizlani Location Command and, therefore, should have been aware of potential redundancy. Of the more than \$16 million spent on the Al Ghizlani facility, nearly \$1.5 million was spent on generators and fuel tanks. We do not know if these items were salvaged by moving them elsewhere after the effort to modify the task order was abandoned. Better planning and coordination of the Al Ghizlani and Al Kasik facilities by all organizations involved with the

project, including C3 and the Multi-National Security Transition Command–Iraq, could have saved millions of dollars.

### ***Contract To Purchase and Install Aircraft Equipment***

On September 1, 2010, C3 awarded contract W91GY0-10-C-0021 to procure 60 Iridium flight-following devices for Iraqi aircraft. The contract directed the contractor to install the flight-following devices in all Iraqi Air Force and Iraqi Army fixed and rotary wing aircraft. The contract also required the contractor to service, inspect, and test 33 previously purchased and installed flight-following devices. The contractor was further required to provide on-site training for the installation and operation of the devices, mapping system, and mapping software. The funding for the contract was Iraq Security Forces Funds.

On November 15, 2010, the C3 contracting officer contacted the customer, Deputy Commanding General Advisory and Training, requesting direction on whether to proceed with or terminate the project, stating “USG [United States Government] is 46 days into a 123-day period of performance. The USF [sic] is not doing its part to meet the terms and conditions of the contract. Contractor is ‘stalled out’ waiting on decision to proceed or terminate—a company who bid work in good faith, who is performing up to point able and incurring costs.” The e-mail states that the contractor had purchased the equipment and accessories. The next day, the customer’s Chief of Staff issued a memorandum requesting the contract be terminated for the convenience of the government. The Chief of Staff identified the following reasons for requesting termination:

- The contract statement of work was not fully developed resulting in needed changes. The program management officers were not effectively consulted. There was a change in requirements resulting from installation of the same equipment purchased under a foreign military sales aircraft sustainment contract. There were concerns over possible double billing from the open foreign military sales case.
- There were questions from the project management officer on the Federal Aviation Administration and military certifications and impact on air worthiness without an engineering study being conducted.
- The potential upgrade or configuration change of previously installed tracking systems which were hard wired into the aircraft and had holes drilled in fuselages to accommodate exterior antennas. Additional work requirements need to be added to a future contract.

The same day, November 16, 2010, the Contracting Officer terminated the contract for the convenience of the government. The U.S spent \$147,479 for the equipment.

A senior official at the Deputy Commanding General Advisory and Training knowledgeable about the project stated that after the contract was awarded, the Iraq Ministry of Defense made organizational changes in their military by splitting the aircraft between the Air Force and the Army. The U.S. opposed these changes and it impacted coordination and plans for using the equipment. In addition, the official stated: (1) the Iraqis were not committed to following the process and investing the money and time to make the system work, (2) the concept of the flight-tracking equipment is good; but the complex issues involved in installing U.S. technology into

Russian-made aircraft made the effort problematic, and (3) the U.S. has not reawarded the contract and does not plan to pursue installation of the equipment again.

According to the contract file, the equipment was specially made and the contractor informed the Contracting Officer that it could not be returned. The Contracting Officer instructed the contractor to send the equipment to a Taji Air Base warehouse. We could not determine the current location of the equipment or if it were ever used. Better planning and coordination with the Iraqis by all organizations involved with the procurement, including C3 and the Deputy Commanding General Advisory and Training, may have prevented the expenditure of \$147,479.

## **Concluding Observation**

As U.S. military forces draw down in Iraq, it does not appear that C3 is systemically terminating reconstruction contracts to accommodate the U.S. military's smaller role. Of the 16 contracts terminated since 2009, C3 terminated most of them responsibly either because the contractor failed to deliver the procured items or because the contracted services were simply no longer needed. C3 terminated fewer contracts during the recent period because the agency was managing fewer contracts, contractor performance improved, and the agency effectively implemented automated systems to support contract oversight.

We did not identify significant waste on 13 of the 15 terminated contracts that we reviewed. However, two contracts resulted in waste that could have been avoided with better planning, most conspicuously, \$16 million in spending on a task order to construct the Al Ghizlani Location Command that ultimately resulted in little, if any, value for the Iraqi Army.

## **Management Comments and Audit Response**

In response to our draft report, C3 stated that poor coordination between the requiring activity and the Iraqi military seems to have caused the potential waste of over \$16.6 million. We believe that coordination was a shared responsibility among all organizations involved with the procurements, including the contracting agency, the requiring activity, and the Iraqi military. Therefore, we have changed the report to reflect that position.

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We appreciate the courtesies extended to the SIGIR staff. For additional information on the report, please contact Glenn D. Furbish, Assistant Inspector General for Audits (Washington, DC) (703) 604-1388/ [glenn.furbish@sigir.mil](mailto:glenn.furbish@sigir.mil) or Jim Shafer, Principal Deputy Assistant Inspector General for Audits (Washington, DC), (703) 604-0894/ [james.shafer@sigir.mil](mailto:james.shafer@sigir.mil).



Stuart W. Bowen, Jr.  
Inspector General



# **Appendix A—Scope and Methodology**

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## **Scope and Methodology**

In April 2011, the Special Inspector General for Iraq Reconstruction (SIGIR) initiated Project 1108 to examine U.S. Department of Defense terminated contracts in Iraq and potential waste. Our objectives for this report are to examine the outcomes of the U.S. Central Command Contracting Command's (C3) terminated contracts to determine if C3 maintains effective controls over contracts and to determine whether terminated contracts resulted in wasted U.S. funds. This report discusses C3 terminated contracts from June 2008 through April 2011. This audit was performed by SIGIR under the authority of Public Law 108-106, as amended, which also incorporates the duties and responsibilities of inspectors general under the Inspector General Act of 1978. SIGIR conducted its work from April through October 2011 in Baghdad, Iraq.

To determine if C3 maintains effective controls over contracts, we obtained and reviewed a list of terminations provided by C3 and project data from the Iraq Reconstruction Management System. We also reviewed contract files provided by C3. Furthermore, we attempted to examine actions taken against poor performing contractors. We reviewed relevant sections of the Federal Acquisition Regulations and C3 guidelines. We also interviewed senior C3 officials. Because the contract files were incomplete, we could not determine if actions had been taken against poor-performing contractors.

To determine whether terminated contracts resulted in waste, we obtained and analyzed financial data, planning documents, and correspondence documents in the terminated contract files provided by C3. We also obtained project file data from the U.S. Army Corps of Engineers. In addition, we interviewed C3 and Commanding General Advisory and Training officials.

The audit was conducted 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.

## **Use of Computer-processed Data**

To achieve the audit objectives, we relied on computer-processed data contained in the Corps of Engineers' Financial Management System and Excel spreadsheets. We sampled source documents to reasonably assure that the data was accurate. Based on these tests, we concluded the data were sufficiently reliable to be used in meeting the audit's objectives.

## **Internal Controls**

In conducting the audit, we assessed certain internal controls pertinent to the audit objectives with respect to Contracting Command's contract management. Specifically, we identified and assessed management controls, including procedures for (1) management and legal review of

contracting actions, (2) vetting non-U.S. vendors in Iraq, and (3) determining responsible prospective contractors, and terminating contracts.

## **Prior Coverage**

We reviewed the following reports by SIGIR and the Government Accountability Office:

### ***Special Inspector General for Iraq Reconstruction***

*Poor Government Oversight of Anham and Its Subcontracting Procedures Allowed Questionable Costs to Go Undetected*, SIGIR 11-022, 7/30/2011.

*Iraq Reconstruction Project Terminations Represent a Range of Actions*, SIGIR 09-004, 10/27/2008.

*Interim Report on Iraq Reconstruction Contract Terminations*, SIGIR 08-013, 4/28/2008.

*Controls over Unliquidated Obligations in the Iraq Relief and Reconstruction Fund*, SIGIR 07-011, 10/23/2007.

### ***Government Accountability Office***

*Defense Acquisitions: Termination Costs Are Generally Not a Compelling Reason to Continue Programs or Contracts that Otherwise Warrant Ending*, GAO-08-379, 3/2008.

## Appendix B—Acronyms

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<b>Acronym</b>	<b>Description</b>
C3	U.S. Central Command Contracting Command
JCC-I/A	Joint Contracting Command—Iraq/Afghanistan
SIGIR	Special Inspector General for Iraq Reconstruction

## **Appendix C—Audit Team Members**

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This report was prepared and the audit conducted under the direction of Glenn D. Furbish, Assistant Inspector General for Audits, Office of the Special Inspector General for Iraq Reconstruction.

The staff members who conducted the audit and contributed to the report include:

Angelina Johnston

Robert Pelletier

William Shimp

# Appendix D—Management Comments



HEADQUARTERS  
CENTCOM JOINT THEATER SUPPORT CONTRACTING COMMAND  
CAMP AS SAYLIYAH  
APO AE 09898



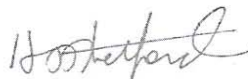
CJTSCC- CoS

18 October 2011

## MEMORANDUM FOR RECORD

SUBJECT: CENTCOM TASKER; USCC1128007856, SIGIR 12-005 Draft Report

1. CENTCOM IG requested that C-JTSCC review the SIGIR 12-005 Draft Report "U.S. Central Command Contracting Command Had Few Contract Terminations That Resulted in Wasted Funds in Iraq" for technical accuracy and comments.
2. The Draft Report was reviewed and C-JTSCC comments are included below.
3. On the first page, paragraph 3, line 8 of the Draft Report, SIGIR stated that "Better planning and coordination by C3 could have avoided much of that waste." C-JTSCC recommends changing that to "This potential waste of over \$16.6 million seems to have been caused by poor coordination between the requiring activity and the Iraqi Military."
4. POC for this memorandum is LT Ifedayo O. Lofinmakin,  
[ifedayo.o.lofinmakin@ccc.centcom.mil](mailto:ifedayo.o.lofinmakin@ccc.centcom.mil), DSN 318-432-6541.

  
HARRY T. THETFORD  
CAPT, SC, USN  
Chief of Staff

## **Appendix E—SIGIR Mission and Contact Information**

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### **SIGIR’s Mission**

Regarding the U.S. reconstruction plans, programs, and operations in Iraq, the Special Inspector General for Iraq Reconstruction provides independent and objective:

- oversight and review through comprehensive audits, inspections, and investigations
- advice and recommendations on policies to promote economy, efficiency, and effectiveness
- deterrence of malfeasance through the prevention and detection of fraud, waste, and abuse
- information and analysis to the Secretary of State, the Secretary of Defense, the Congress, and the American people through Quarterly Reports

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### **Obtaining Copies of SIGIR Reports and Testimonies**

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Help prevent fraud, waste, and abuse by reporting suspicious or illegal activities to the SIGIR Hotline:

- Web: [www.sigir.mil/submit\\_fraud.html](http://www.sigir.mil/submit_fraud.html)
- Phone: 703-602-4063
- Toll Free: 866-301-2003

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### **Congressional Affairs**

Hillel Weinberg  
Assistant Inspector General for Congressional Affairs  
Mail: Office of the Special Inspector General  
for Iraq Reconstruction  
2530 Crystal Drive  
Arlington, VA 22202-3940  
Phone: 703-428-1059  
Email: [hillel.weinberg@sigir.mil](mailto:hillel.weinberg@sigir.mil)

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### **Public Affairs**

Deborah Horan  
Office of Public Affairs  
Mail: Office of the Special Inspector General  
for Iraq Reconstruction  
2530 Crystal Drive  
Arlington, VA 22202-3940  
Phone: 703-428-1217  
Fax: 703-428-0817  
Email: [PublicAffairs@sigir.mil](mailto:PublicAffairs@sigir.mil)

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