

FAR 52.243-1 Changes

(a) The *Contracting Officer* may at any time, *by written order*, and without notice to the sureties, make changes *within the general scope* of this contract in any one or more of the following:

- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.)
- (3) Place of performance of the services.

- (b) If any such changes causes an increase or decrease in the cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the CO decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. **However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.**

Scope of Contract

Requirements Type Contract

C.1.1.3 When the use of a National Mobile Food Services Unit is needed for Federal wildland fire suppression activities in the western United States and Alaska, the Government is obligated to purchase such quantities as may be needed from the Nat'l Contractors any time

- (1) The number of people to be fed is at or above 150 persons per meal and
- (2) The headcount is estimated to remain at those numbers, or greater, for at least 72 hours from when the headcount first reaches 150 per meal,

Provided they can meet the incident's needs and required time frames.

How do I request a Modification?

- Notify the CO if/when changes are necessary.
- Be prepared to provide technical input/justification.
- If urgent, I may decide to verbally approve a change, however I **must** then follow-up with a written modification to the contractor's contract.