

## CHAPTER CONTENTS

Key Points .....	206
Introduction .....	206
Administration Documentation .....	207
File Management .....	209
General Contract Administration .....	213
Construction Contract Administration .....	218
Government Property .....	222
Contract Monitoring .....	223
Contract Modifications .....	229
Transferring Contract Functions .....	234
Terminations .....	235
Contract Closeout .....	240
Redeployment and Demobilization Considerations .....	242
Common Systems and Tools .....	243
Website and DVD Materials Related to Chapter 6 .....	245

## Chapter 6 Contract Administration



## Key Points

- All administrative record-keeping and file management requirements in the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) continue under contingency, humanitarian assistance, or peacekeeping conditions.
- Contract files must be organized and sufficiently annotated to document the actions taken and the supporting rationale for the entire procurement process.
- Contracting does not end with contract award. Contract administration completes the cycle and ensures that customer needs are satisfied.
- Fast and accurate reporting is the key to satisfactory contract performance. Timely identification and documentation of deficient contractor performance are critical.
- Contracting officer's representatives (CORs) must be appointed and properly trained.
- When the contractor satisfactorily completes performance of the terms of the contract and final payment is made, the contract file should be closed out as soon as possible.
- Redeployment and demobilization place demanding requirements on the contingency contracting officer (CCO). It is imperative to coordinate with the operational planners, Defense Contract Management Agency (DCMA), and Defense Logistics Agency (DLA) in the associated reduction of equipment, personnel, and services.

## Introduction

**T**his chapter discusses the actions that a contracting officer should take to administer a contract, covering actions and documentation from contract award to contract closeout. Such

administration includes monitoring, transferring, terminating, and closing out contracts.

## **Administration Documentation**

Contract administration documentation involves performing record keeping and ensuring that documentation is adequate to provide an audit trail. The importance of accurately documenting all purchases, especially in a contingency environment, cannot be overemphasized. Because normal checks and balances might not exist during contingency situations, CCOs can be assured that auditors will be interested in all paperwork when the unit returns home.

**Problems and high-risk areas.** The nature of contingency contracting presents unique challenges. Effective contract administration and a healthy situational awareness of certain contracting risks can help prevent problems, both now and in the future. The establishment of effective administrative procedures, audit capabilities, and maintenance protocols early in a contingency situation can greatly enhance supportability and minimize potential fraud, waste, and abuse problems. Areas of concern include the following:

- **Difficulty in obtaining detailed documentation from contractors.** The problem of incomplete contractor documentation holds true not only for documents supporting contractor claims, but also for general purchases because many overseas vendors operate on a strict cash-and-carry basis and are not in the habit of providing paper receipts or using invoicing procedures. General guidance on record keeping is provided by *FAR Subpart 4.8* and *DFARS Subpart 204.8*.
- **Field ordering officer operations.** The use of field ordering officers (FOOs) allows maximum flexibility in supporting field operations. However, the use of FOOs entails a greater risk of fraud, so very strong oversight is required. Any FOOs who deviate

from the regulations or misuse their authority must be immediately terminated.

- **Blanket purchase agreements.** Although blanket purchase agreements (BPAs) are easy to set up and use, decentralized BPAs carry high potential risks that periods of performance are exceeded, price ceilings are broken, or misuse occurs on other important factors.
- **Relief in place/transfer of authority.** When military units replace each other during the relief in place/transfer of authority (RIP/TOA) process, the contracting office must coordinate with the incoming and outgoing forces to ensure that all operational contracting assignments are turned over to the new unit. Such responsibility transfers include property books and the assignment of CORs and FOOs.
- **Advance payments.** Advance payments and progress payments are normal procedures in the continental United States. However, in a contingency, these procedures can be risky. Vendors might not return to complete the agreed-upon work.
- **Contract administration.** The importance of thoroughly documenting activities cannot be overstated. Especially in a contingency or during the turnover of contracting officers, well-documented contract files are extremely important. The lack of documentation leads to higher risks while processing claims and closing out contracts.
- **Redeployment and demobilization.** The risks associated with redeployment and demobilization decrease dramatically with the timely involvement of the various commands associated with Phase IV, including DLA, operational commanders, DCMA, and the United States Transportation Command (USTRANSCOM).

## **File Management**

**Contract files.** All FAR and DFARS administrative record keeping and file management will continue under contingency, humanitarian assistance, or peacekeeping conditions unless specifically stated otherwise. Contract files must be organized and sufficiently annotated to document the actions taken and the supporting rationale for the entire procurement process to include BPAs, purchase cards, and other expenditures.

Documentation in files shall execute the following:

- Furnish essential facts (including a description of the acquisition environment) used as a basis for informed decisions at each step in the acquisition process
- Document the rationale for actions taken
- Provide a complete audit trail that may be used to support reviews and future investigations, litigation, or congressional inquiries.

**File contents.** The following are examples of the records normally contained in contract files, if applicable, as noted in *FAR 4.803*:

- Purchase request (PR), acquisition planning information, and other presolicitation documents
- Justifications and approvals (J&As), determinations and findings (D&Fs), price negotiation memorandums, and supporting documents
- Evidence of availability of funds
- List of sources solicited
- Independent government estimate (IGE)
- Copy of the solicitation and all amendments
- Copy of each offer or quotation and related abstract and records of determinations concerning late offers or quotations

- Contractor contingent fee representations and other certifications and representations
- Pre-award survey reports
- Source selection documentation
- Cost and pricing data and certificates of current cost or pricing data
- Packing, packaging, and transportation data
- Cost or price analysis
- Records of negotiation
- Required approvals of award and evidence of legal review
- Notice of award
- Original signed contract, all contract modifications, and documents supporting modifications
- Notices to unsuccessful bidders or offerors and records of any debriefings
- Post-award conference records
- Orders issued under the contract
- COR appointment letters and training
- Quality assurance records
- Property administration records
- Bills, invoices, vouchers, and supporting documents
- Records of payments or receipts
- Receiving documentation
- Contract completion documents.

**Format, numbering, and transfer.** CCO contract tracking responsibilities include the following:

- File large purchase orders and contracts in six part folders. Avoid the use of multiple manila folders.
- Maintain a central registry of all contract instruments, including basic instruments and modifications, amendments, and other changes.
- Establish a file tracking system that permits close monitoring of file locations as the files are used by the contracting office and eventually closed out or transferred to another activity for administration. Locate files quickly to support efficient contracting operations and potential audits or reviews.
- Whether they are in an automated system or manual logs, maintain logs to identify PRs that are open, completed, and closed, thus providing a common PR number reference point among the customer, finance, comptroller, and contracting records. In addition, use these logs to develop reports and graphs to present production status.

**Status of procurement action database.** A simple database reporting system to provide visibility into, and the status of, procurement actions is required and should be implemented upon CCO arrival at the contingency location. Automation, including laptop computers, will help establish a more efficient system that will coincide with CONUS systems. To prevent total data loss, all procurement actions should also be stored in a backup system. The contracting office will collect and maintain procurement action data and will transfer them to the senior contracting official (SCO) per theater guidance. The system should include the following data fields:

- Date of receipt of requisition
- Requisition number

- Customer organization
- Committed funds
- Type of construction, service, or commodity
- Unit of measure
- Quantity (e.g., job, lot, or each)
- Item description
- Uniform procurement instrument identification number (PIIN) of the contract or order (if placed under an indefinite-delivery contract [IDC] or BPA, also include that PIIN)
- Type of contracting action (e.g., contract, purchase order, BPA, delivery order, or modification)
- Date of award
- Contract end date
- Obligated funds
- For services, option periods
- For construction, notice to proceed date, completion date
- Contractor name
- Contractor nationality, such as United States, host nation, third country
- Contracting officer name
- Date of report receipt
- Date of final payment
- Date of contract closeout
- Location of contract file
- Remarks (including pertinent e-mails).



## **General Contract Administration**

**Contract administration.** The contracting process does not end with the award of a contract, purchase order, or delivery order. All the effort spent in planning, describing, and funding customer requirements could potentially be meaningless without effective administration of the resulting contract. The role of contract administration is to complete the cycle, ensure that customer needs are satisfied, and confirm that the contractor is fully compensated for services or supplies rendered, per the contract terms and conditions.

**Purchase, pickup, receipt, and delivery.** CCO responsibilities for supply purchases are more challenging during deployments than during peacetime. Many of these challenges are associated with the lack of proper receipt of goods and services. The unreliable communications in many contingency environments make it necessary to travel to the vendor's location. No policy or procedures are set in stone regarding the site where merchandise will be received. The CCO should expect frequent changes and some possibly cumbersome procedures during deployment.

**Follow-up.** Deployed CCOs might not have the benefit of interconnected computer information systems. Therefore, follow-up with the customer is a must. Giving the customer as much available information as possible along the way will prevent later problems. If the delivery date passes or the customer receives the wrong item, part of an item, or a broken or damaged item, the CCO will hear about it. The customer should be prepared to describe the item received versus the item in the order. The best method is to instruct the customer not to sign for a purchase until the problem is resolved. Sometimes, however, the discrepancy is not immediately apparent. In any event, the customer should call the CCO as soon as practical (if possible, while the delivery truck is still there) so that the CCO can help with the problem. Written

follow-up is essential to keep the facts straight when dealing with vendors. The customer should never deal with the vendor directly in resolving a discrepancy. It is the CCO's job to take care of the customers.

**Receipt, inspection, and payment.** The customer inspects goods and services. Once the item is delivered or the service is performed, the customer must sign a receiving report acknowledging receipt and authorizing payment. The contractor invoice is then submitted to the contracting office, which will ensure that the invoice is correct. This receiving report must accompany the invoice so that the vendor can be paid in a timely manner. It is important to know that government support contractors are not authorized to accept or sign for the government in any situation. The report is then sent to finance personnel, who will issue payment to the vendor. Finance personnel will not pay without a signature acknowledging that the government received the goods or services.

The handbook DVD includes additional information about receipt and inspection of goods and services.

**Typical problems encountered.** Many problems are associated with the proper receipt of goods. For example, there may be no central control point where contractors can deliver goods. Vendors might deliver directly to the user, but the user might fail to notify the contracting activity upon receipt. In addition, someone at the site might accept the delivery, but no one accepts responsibility for receiving the goods when it is time to verify delivery and quantity. Consequently, payments to the vendor are ultimately delayed. Without all the key support members involved in, and coordinating on, purchases, accountability is quickly lost. Spending a little time and effort in planning and refining the processes will significantly improve CCO tracking of ordered goods and services.

Tracking of initial vendor deliveries will be difficult; however, a failure to take the time to organize for receipt of vendor goods will

present several long-term problems. Two CCO alternatives to alleviate some of the problems involved in receiving emergency goods are as follows:

- Strive for a central base receiving point where all goods can be processed to ensure that all goods are accounted for and support timely payments to vendors.
- Have supply personnel provide a receiving officer to accompany the CCO on all initial buys, establishing accountability and control from the onset. However, note that this approach has limited application and will only resolve the problem for government pickup items. Direct vendor deliveries to the base will still require proper receipt.

Regardless of the system that is used, advance coordination with base supply personnel is necessary to ensure accountability for all emergency goods delivered. A reliable accountability system can ensure quick and accurate payments to vendors.

**Contract payments.** Although the customer does not actually make the payments to contractors, it is important to understand the nature of business in foreign areas. Payment methods will vary at each location. Payments might typically be made by check, electronic funds transfer, or cash. Some installations make payments once a week or even once a month. In such a case, contractors bring their invoices to a specified location at a given time and are paid on the spot. In other cases, finance personnel might issue checks to be hand-carried into town to pay for previous deliveries. In many cases during the outset of a deployment, payment is a rather large concern for foreign vendors, who often will insist on being paid in cash on delivery, at least for the first transaction.

**Payment in local currency.** (*DoD Financial Management Regulation [FMR] 7000.14-R, Volume 5, Chapter 13; FAR 25.1002.*) Unless otherwise directed in a host nation agreement or status of forces agreement, payment can be made in the local currency. Currency

exchange rates are available from the local finance office or at <http://www.xe.com>. Additional information is provided in Chapter 5.

**Customer and contractor training.** The CCO must not just issue an order or contract and assume that the customer and contractor understand the receiving report and invoice procedures. It is critical for the CCO to ensure that both parties understand their responsibilities because receipt of the goods and payments are of paramount interest to both parties.

**Increased funding requirements.** In more cases than not, customers will need additional funding for their requirements in an overseas environment. If the customer needs to secure an increase in funding and the amount exceeds the percentage deviation authority delegated by the deployed commander, the CCO needs to work with the requiring activity and process a request for an increase-in-funds letter.

**Installation access.** The host nation installation or headquarters commander usually determines the type of credentials required for installation access, so requirements can vary not only from country to country, but also from base to base within a country. In addition, some nationalities are not allowed on any military installation. CCOs must pay particular attention to this issue in the Middle East, where virtually all normal laborers and truck drivers are third-country nationals. Regardless of location, solicitations and contracts shall contain a provision identifying the credentials that are required for base entry.

In general, contractors submit requests for passes for their employees and vehicles in coordination with the contracting officer or designated representative. As with bases in the United States, the CCO must ensure that passes are returned whenever one of the following conditions occurs:

- The contract is complete.
- A particular individual is no longer working on the contract.

- A vehicle or piece of equipment is no longer needed for the work required by the contract.

Security personnel must establish clear procedures for local installation authorities to facilitate access to the base. In some cases, deliveries and shipments were held at the gate for hours or not made at all because of access problems. To work around some of these problems, installations often establish receiving sections outside the gate and then reload supplies and equipment onto government vehicles to make final delivery.

**Shipment of supplies and equipment to overseas location.**

Waiting for supplies and equipment ordered from the United States can be very frustrating for CCO customers. To minimize shipping time, contractors can use the mail or similar commercial services (e.g., DHL or Federal Express), if available. Although the shipping time may be shorter, shipments sent by ordinary mail incur some additional risk because they are not traceable.

CCOs must be aware of local customs clearance procedures and must contact the proper authorities for expeditious clearance of inbound goods. Advance coordination with proper customs officials is critical, particularly when clearing personal equipment and baggage. Military transportation, whether by ship or aircraft, does provide traceability for shipments. For military transportation, the reachback buying office will check with the local traffic management office for assistance in determining the following:

- Port of embarkation, or the geographic point in a routing scheme from which cargo or personnel depart
- Port of debarkation, or the geographic point at which cargo or personnel are discharged.

In addition, the reachback buying office can obtain a transportation control number for the shipment. If contractors use commercial

transportation, they must understand that preference shall be given to US-flag vessels and air carriers.

### **Construction Contract Administration**

Full administration is used on construction contracts. Additional policy and guidance on unspecified minor construction are provided in Section 2805 of Title 10 of the United States Code (*10 U.S.C. Section 2805*) and *DoD Directive 4270.5*, “Military Construction.” The Army Corps of Engineers also recently produced a handbook to help with construction, architect-engineer, and contingency contracting, which can be found online or as part of this handbook’s website and DVD (Army Engineer Pamphlet 715-1-8, September 2011).

The CCO needs to ensure that all pre-award actions (as described in the rest of this section) are accomplished.

**Preconstruction conference.** Construction contracts can require a preconstruction conference. This conference gives the government one more opportunity to inform the contractor about obligations, discuss safety and fire precautions, emphasize the personnel who are authorized to obligate the government, and organize everyone for the start of work. The user or building occupant is usually invited to these conferences. This conference is not an appropriate occasion for deciding how the work really should be performed (such details are all in the contract), but rather is a time for reviewing the terms, conditions, and specifications to ensure that all contract personnel understand the upcoming work. The contracting officer chairs the preconstruction conference.

- Each contract, regardless of value, has a designated COR. The COR has no authority to interpret contract specifications for the contractor, effect changes, or direct contractor employees (and neither does the building occupant), unless the COR’s authority is expanded.

Before work begins on a construction contract with a value that exceeds \$25,000, a notice to proceed (NTP) should be issued in compliance with FAR clause 52.211-10, “Commencement, Prosecution, and Completion of Work.” The contractor will use the period between contract award and NTP to meet bond, insurance, and other administrative requirements. The contracting officer or COR must accept all submittals.

For contracts valued at more than \$1 million, Unified Facilities Guide Specification 01451, “Contractor Quality Control,” should be included in the contract to furnish guidelines for the quality management program. The specification also provides for development of a quality control (contractor) and quality assurance (government) program and notes the requirement for daily construction logs to support the quality evaluations.

As with other contract types, all construction contract modifications are issued pursuant to standard clauses in the contract. Construction contracts have some clauses unique to a construction environment, including the differing site conditions clause, which allows modifications to account for site conditions that vary from those represented in the solicitation. (FAR clause 52.236.2) The clause specifies that the government assumes the risk associated with a differing site condition and that contractors should not include contingencies in their bids to cover those risks.

CCOs should also consider the following:

- FAR 36.203 requires an IGE for modifications exceeding \$150,000. IGEs are prepared without knowledge of the contractor’s proposal, but are used in negotiations to help establish whether the contractor proposal is reasonable. Cost engineering personnel typically prepare IGEs; however, CCOs should check local policy to determine whether cost engineering personnel or experts from another discipline prepare IGEs for construction modifications.

- In evaluating a contractor proposal for a construction contract modification, the administrative contracting officer (ACO) or contracting officer may choose to use either a cost analysis or a price analysis. Price analysis involves evaluation of the total price without regard to its elements; cost analysis is a far more detailed assessment of the contractor proposal and involves the review and evaluation of each cost element.
- When negotiating construction contract modifications, CCOs must keep in mind that basic pricing policy requires that an equitable adjustment is equitable to **both** the contractor and the government. In seeking a fair and reasonable price, the negotiator should seek a price that gives the contractor an incentive to perform well while protecting the interests of the government.
- Contracts may be terminated for the convenience of the government or for default.
- Claims made by a contractor under the disputes clause (FAR clause 52.233-1) may involve entitlement (i.e., a situation in which the government disputes the merit of a claim) or quantum (when the government may admit that the claim has merit, but dispute the amount of the claim).
- CCOs must monitor theater business clearance (TBC), Synchronized Predeployment Operational Tracker (SPOT), and Defense Base Act (DBA) systems.

### **Liquidated damages.**

Although liquidated damages (LDs) are most commonly used in construction contracts, CCOs need to be aware that LDs can be used in other types of contracts, except for cost-plus-fixed-fee contracts. LDs are described in FAR 11.501 and DFARS 211.503 and include the following characteristics:



- LD clauses are mandatory on construction contracts with a value that exceeds \$650,000. (*DFARS 211.503*)
- LD clauses on construction contracts valued at less than \$650,000 should be used only when both (1) the time of delivery or performance is such an important factor in the contract award that the government may reasonably expect to suffer damage if the delivery or performance is delinquent; and (2) the extent or amount of such damage would be difficult or impossible to ascertain or prove.
- The rate of LDs used must be reasonable and must be considered case by case.
- The contracting officer shall take all reasonable steps to mitigate LDs.

**Liquidated damages procedures.** As described in *FAR 11.502*, LD procedures include the following:

- If an LD clause will be used, the applicable clause and appropriate rates of LDs shall be included in the solicitation.
- If an LD clause is used in a construction contract, the rates of LDs to be assessed against the contractor should be specified for each day of delay, and the rates should, at a minimum, cover the estimated cost of inspection and supervision for each day of delay in completion. Whenever the government will suffer other specific losses because of the failure of the contractor to complete the work on time, the LD rates should also include an amount for these items. Examples of specific losses are (1) the cost of substitute facilities, (2) rental of buildings and equipment, and (3) continued payment of quarters allowances.
- If appropriate to reflect the probable damages, considering that the government can terminate for default or can take other appropriate

action, the rate of assessment of LDs may be in two or more increments that provide a declining rate of assessment as the delinquency continues. The contract may also include an overall maximum dollar amount or period of time (or both) during which LDs may be assessed, thus ensuring that the result is not an unreasonable assessment of LDs.

- Other forms of monetary or other consideration may be used in lieu of assessing LDs.

### **Government Property**

Government property means all property owned or leased by the government and includes both government-furnished property (GFP) and contractor-acquired property to which the government has title. Normally, contractors furnish all equipment and materials necessary to perform government contracts. Contracting officers shall provide property to contractors only when it is clearly demonstrated to be in the best interests of the government.

A property administrator is an authorized representative of the CCO who is appointed in accordance with agency procedures and is responsible for administering the contract requirements and obligations relating to government property in the possession of the contractor.

*DoD Instruction 5000.64*, “Accountability and Management of DoD Equipment and Other Accountable Property,” establishes policy, assigns responsibilities, and provides procedures for DoD-owned equipment and other accountable property. Instructions for contract property management are available at <http://guidebook.dema.mil/34/>.

*FAR Part 45* specifies policies and procedures for the provision of government property to contractors; contractor management and use of Government property; and reports on, redistribution of, and disposal of contractor inventory. *FAR Subpart 45.6* establishes policies and

procedures for reports on, reuse of, and disposal of contractor inventory that is excess to the contract. *FAR 45.603* addresses abandonment, distribution, or donation of excess personal property, and *FAR 45.604* describes the disposal of surplus property.

*DFARS Subpart 225.3*, “Contracts Performed Outside the United States.” and *DFARS Procedures, Guidance, and Information (PGI) 225.7401*, “Defense Contractors Outside the United States,” describe unique in-theater contractual and technical requirements, country-to-country agreements, host nation requirements, memorandums of agreement, and treaties.

The COR may be asked to assist the contracting officer in administering contractor use of GFP. If available, the property administrator acts on behalf of the contracting officer to oversee government property in the possession of a contractor.

If a commander is seeking disposal support, one of the following appropriate e-mail addresses should be used:

- Air Force: [DLADispositionServicesAirForceHelp@dla.mil](mailto:DLADispositionServicesAirForceHelp@dla.mil)
- Army: [DLADispositionServicesArmyHelp@dla.mil](mailto:DLADispositionServicesArmyHelp@dla.mil)
- Navy: [DLADispositionServicesNavyHelp@dla.mil](mailto:DLADispositionServicesNavyHelp@dla.mil)
- Marines: [DLADispositionServicesMarineHelp@dla.mil](mailto:DLADispositionServicesMarineHelp@dla.mil)
- Coast Guard: [DLADispositionServicesCoastGuardHelp@dla.mil](mailto:DLADispositionServicesCoastGuardHelp@dla.mil)

CCOs and other officials can contact the DLA Customer Interaction Center (CIC) at 877-DLA-call (877-352-2255), which is accessible 24x7, or can e-mail the CIC at [DLAContactCenter@dla.mil](mailto:DLAContactCenter@dla.mil) regarding customer support inquiries about programs, products, or services; status of requests; or general information.

## **Contract Monitoring**

As a representative of the contracting officer, the COR is responsible for ensuring that the contractor has performed at least the minimum contract requirements. Any perceived deviations from the statement

of work (SOW), statement of objectives (SOO), or performance work statement (PWS) should be brought to the attention of the contracting officer. The customer should not attempt to interpret these documents for the contractor and cannot direct changes or accept substitute performance. Many people have improperly cost the government (or themselves) substantial sums of money by making seemingly nonchalant remarks asking the contractor to act outside the scope of the contract.

**Contract monitoring system (past performance).** The formal Contractor Performance Assessment Reporting System (CPARS) and Construction Contractor Appraisal Support System (CCASS) compose the contract monitoring system used in peacetime, which is often too complex or time consuming for the contingency environment; however, efforts should be made to use it when reasonable. CPARS is frequently replaced with an informal contractor compliance system as the method for contractor surveillance. If the customer is satisfied and the contractor is performing sufficiently, this approach also should satisfy the CCO. Paperwork could be a simple handwritten statement from the COR asking the CCO to support a progress payment or a final payment. If the contractor is not performing well, the COR will be the first to inform the CCO. All directions given to contractors, whether verbal or written, will be given by the CCO and should be incorporated in the record in the contract file.

**Contracting officer's representatives.** Contractor surveillance by contracting personnel under contingency conditions can be difficult because of ongoing military operations, local threat conditions, remote locations, broad customer bases, and time involved for performance and delivery. Therefore, it is important to establish a properly trained cadre of CORs within the organization's major customers that the CCO supports. CORs are qualified personnel who are appointed and trained by the CCO to help with the technical monitoring or administration of a contract. If the plan is to use a COR for a procurement, the CCO

should include *DFARS clause 252.201-7000*, “Contracting Officer’s Representative,” in the solicitation and the resulting contract. **Figure 10** shows a summary of key COR duties, file content, and important forms. The *Defense Contingency COR Handbook* provides additional information, available at [www.acq.osd.mil/dpap/ccap/cc/corhb/](http://www.acq.osd.mil/dpap/ccap/cc/corhb/).

Relevant additional information on COR characteristics and duties includes the following:

- Both commanders and CORs must understand that they do not have contractual authority to issue directions about, or make changes to, any contract or purchase order. If unauthorized personnel make

<p><b>COR File should include the following:</b></p> <ul style="list-style-type: none"><li>▶ A copy of your letter of appointment from the contracting officer, a copy of any changes to that letter, and a copy of any termination letter.</li><li>▶ A copy of the contract or the appropriate part of the contract and all contract modifications.</li><li>▶ A copy of the applicable quality assurance surveillance plan (QASP).</li><li>▶ All correspondence initiated concerning performance of the contract.</li><li>▶ The names and position titles of individuals who served on the contract.</li><li>▶ A record of inspections performed and the results.</li><li>▶ Memorandum for record of minutes of any meetings and discussions with the contractor or others pertaining to the contract or contract performance.</li><li>▶ A copy of the surveillance schedule.</li><li>▶ Documentation pertaining to your acceptance of performance of services, including reports and other data.</li></ul> <p>Remember you should receive most of these files from your contracting officer during your COR training. COR File should be considered confidential and safeguarded appropriately.</p> <p><b>COR Key Duties:</b> Monitor the contractor performance, perform inspections, verify corrected deficiencies, perform governmental acceptance, liaison with all parties, submit performance reports and perform properly surveillance. See your COR appointment letter for further details of your duties.</p>	<p><b>Forms you need to know:</b></p> <p><b>Typical Contractual Instruments</b></p> <ul style="list-style-type: none"><li>▶ SF 44 Pocket-sized purchase order/invoice/voucher</li><li>▶ DD Form 1155 Order for supplies or services</li><li>▶ SF 1449 Solicitation/contract/order for commercial items (common)</li><li>▶ SF 1442 Solicitation/offer/award for construction</li><li>▶ SF 30 Amendment of solicitation/modification of contract (common)</li></ul> <p><b>Typical Receiving Report Instruments</b></p> <ul style="list-style-type: none"><li>▶ SF 44</li><li>▶ SF 1449</li><li>▶ DD 250 (common)</li><li>▶ Invoices used as receiving reports</li><li>▶ SF 1442</li></ul> <p><b>Typical Funding Instruments</b></p> <ul style="list-style-type: none"><li>▶ DA 3953 Purchase request (PR) form (common)</li><li>▶ AF 9 Air Force purchase request</li><li>▶ DD 448 military interdepartmental purchase</li></ul>
--	--

**Figure 10. COR Key Duties, File Content, and Important Forms**

changes, the CCO must be immediately notified. The CCO will then determine whether the work performed falls within the scope of the original contract. If the determination is that the work is not within the contract scope, corrective action will be taken through the ratification process.

- CORs shall forward to the CCO any correspondence received from the contractor. Because the COR is an authorized representative of the CCO, COR records are part of the official post-award contract files and shall be forwarded to the CCO for retirement (in conjunction with the official contract file) after completion of the contract. Documents that pertain to the contract shall be clearly identified when forwarded to the CCO.
- The CCO will appoint CORs through the Contracting Officer's Representative Tracking (CORT) Tool or in writing, including the rank or grade of the COR and the applicable contract number.
- The appointment letter will define the scope and limitations of COR responsibilities and will specify the period for which the appointment is effective.
- The CCO will normally appoint a COR and an alternate COR. Ideally, both should be identified and trained before deployment.
- All service and construction contracts require CORs. Some contracts for highly technical goods may also require a COR. CCOs must ensure that COR personnel have the technical experience and ability to monitor contractor performance.
- The COR appointment must state that the COR authority cannot be redelegated.
- The COR appointment must state that the COR may be personally liable for unauthorized acts.

- The CCO should appoint the COR before contract award, if practical, identifying the COR in the PR.

CORs will **not** do any of the following:

- Obligate funds
- Direct the contractor by words or actions (or failure to act) to take on new work
- Interfere with contractor performance
- Supervise contractor employees
- Authorize the contractor to obtain property or use GFP from another contract
- Modify contract terms and conditions by words, actions, or failure to act.

COR training is critical to COR performance. COR training is available before deployment from the Defense Acquisition University (DAU) at <https://acc.dau.mil/cor>, including:

- CLC 106, COR with a Mission Focus
- COR 206 and CLC 206, CORs in a Contingency Environment
- COR 222 and CLC 222, COR's Course and Online Training.

To the maximum extent practicable, CORs must receive COR training, including theater-specific training, before deployment so that they are ready upon arrival. COR training should focus on the duties of a COR, ethics training, and specific issues, terms, and conditions of the SOW associated with the contract to which the COR will be assigned.

The following additional courses are available, depending on the mission of the COR:

- CLC 004, Market Research

- CLC 006, Contract Terminations
- CLC 007, Contract Source Selection
- CLC 011, Contracting for the Rest of Us
- CLC 013, Services Acquisition
- CLC 055, Competition Requirements
- CLC 133, Contract Payment Instructions
- CLM 013, Work Breakdown Structure
- CLM 024, Contracting Overview
- CLM 031, Improved Statement of Work
- CLM 039, Foundations of Government Property.

On March 29, 2010, the Under Secretary of Defense for Acquisition, Technology, and Logistics issued *DoD Standard for Certification of Contracting Officer's Representatives (CORs) for Service Acquisitions*.<sup>5</sup> This standard defines minimum COR competencies, experience, and training based on the nature and complexity of the requirement and contract performance risk. The standard identifies COR competencies, experience, and minimum training for the following three types of requirements:

- Type A: fixed-price, low-performance-risk requirements
- Type B: other than fixed-price, low-performance-risk requirements
- Type C: unique requirements that necessitate a professional license, higher education, or specialized training.

The standard introduces structure and rigor to COR responsibilities and performance and will be the basis for a DoD instruction establishing

---

<sup>5</sup> A new DoD instruction is expected in the near future to address the COR Certification Standards.



a comprehensive COR certification program that addresses roles and responsibilities for the COR, COR management, and contracting officer.

## **Contract Modifications**

**Contract modifications.** The contracting officer can expect wide fluctuations in projected requirements compared to actual requirements. *FAR Subpart 43.1* and *FAR clause 52.212-4* provide definitions, policy, and limitations regarding the modification of contracts. One important aspect of modifying contingency contracts is the impact these changes will have on timely performance and cost. Contract terms and contractor performance can be changed in three ways: change orders, administrative changes, or constructive changes. Contracts can be modified either bilaterally or unilaterally.

**Change orders.** Contract modification is a generic term defined as any written change in the terms and scope of the contract. Contracts may be modified by using a change order. A clear distinction must be made between the terms change and change order and between the terms in scope and out of scope, as follows:

- A change is any alteration within the scope of the contract. Changes can be made in the specifications, drawings, designs, method of packing or shipment, time or place of delivery, and quantity or type of government-provided materiel.
- A change order is a unilateral order signed by the contracting officer that directs the contractor to make changes under the various change clauses. If the change order results in an increase or decrease in the cost of, or the time required for, performance of any part of the work under the contract (whether or not changed by the order), the contracting officer shall make an equitable adjustment in the contract price, delivery schedule, or both. The contractor is required to comply with the change order immediately after it is issued.

Note that the changes clause is not applicable to *FAR Part 12*, “Commercial Item Contracts.”

- The question of whether work is in scope or out of scope is critical. Oral agreements, letter contracts, and the rapid pace of acquisition can lead to loosely worded arrangements for contractual actions. However, this reality should not be construed to mean that CCOs can make broad interpretations about items that are in the original scope of the contract. The process for issuing an out-of-scope modification is not complicated. Only three general rules must be followed: (1) the modification must be bilateral; (2) a J&A is required; and (3) approval from an official above the CCO level is needed if the value of the modification exceeds \$650,000.
- CCOs should verify that proper change order authority is used on Standard Form (SF) 30 before issuing a modification.
- CCOs should ensure that supplemental agreements containing an equitable adjustment as the result of a change order also include a statement of release. (*FAR 43.204(c)(2)*)

**Administrative change.** Administrative changes are defined as unilateral changes that do not affect the substantive rights of the parties. They are used to make changes such as a change of paying office or a change in the name of the contracting officer.

**Constructive change.** A constructive change occurs when the contract work is actually changed, but the procedures of the changes clause have not been followed. All constructive changes have two essential change and order elements as well as other common characteristics, as follows:

- The change element is determined by examining the actual performance to decide whether it went beyond the minimum standards demanded by the terms of the contract.

- The order element also must be present for the change to be compensable. The government must order the change. That is, the government representative, by words or deeds, must require the contractor to perform work that is not within the scope of the contract.
- Several common actions often lead to a constructive change, including (1) directing a particular method of performance, (2) providing late or defective government-furnished equipment (GFE), (3) requiring higher quality than specified in the contract, and (4) failing to approve time extensions. For example, if a contractor fails to complete performance within the specified contract date and time and the government allows work to continue without approval, the government has executed a constructive change by not placing the contractor on notice for failure to meet a contract deadline.
- Constructive changes must be formalized with a contract modification.

**Unilateral and bilateral modifications as a method to incorporate contract changes.** For the protection of all parties, unilateral and bilateral contract actions should be priced before execution of the modification. In accordance with *FAR clause 52.212-4(c)*, commercial item contracts require bilateral modifications. However, the magnitude of some changes and the contingency environment can make this difficult as follows:

- Unpriced orders are risky business because, during the time that negotiations are being conducted and performance is proceeding, the contractor has no incentive to minimize costs. If a contract action cannot be priced before it is authorized, an agreement should be reached with the contractor on a ceiling (not-to-exceed) price.

- For changes that result in a relatively small increase or decrease in price, efforts should be taken to reach an agreement to incorporate them into the contract on a no-cost basis.

**Bilateral modifications.** Supplemental agreements must be in writing and must be signed by both parties. (*FAR 43.103(a)*) Supplemental agreements are appropriate when contractor consent is needed before modifying the contract. All supplemental agreements to contracts for commercial items must be bilateral. Details on such agreements include the following:

- Circumstances that require a supplemental agreement include examples such as (1) incorporating substantive contract changes that both parties agreed to accept or (2) negotiating an equitable adjustment resulting from a change order.
- The issue of priced versus unpriced services must be considered. The more formal regulatory terms for this concept are definitized versus undefinitized services. The risk of unpriced actions is that the government must be willing to pay for what it wants. Policy and procedure for definitizing an unpriced action are detailed in *DFARS 217.74*. Additional information on undefinitized contract actions is provided in Chapter 5.

**Unilateral modifications.** Unilateral modifications (signed only by the contracting officer) are used to make administrative changes, issue change orders or termination notices, make changes authorized by clauses other than the changes clause (e.g., the option, property, or suspension of work clause), change GFP, or incorporate a value engineering proposal into the contract. (*FAR 43.103(b)*)

**Changes clause.** In general, government contracts contain a changes clause that permits the contracting officer to make unilateral changes in designated areas within the general scope of the contract. There are slight differences in the particular changes clauses, depending on the

item being purchased (i.e., supplies, services, or construction) and the type of contract awarded (fixed price or cost reimbursable), as described in *FAR Subpart 43.2*. However, the following elements are common to all changes clauses:

- A change order must be within the general scope of the contract.
- The change order must be in writing.
- The contracting officer must issue the change order.
- Quantities may not be unilaterally adjusted by use of the changes clause. A decrease in quantity can be effected by a partial termination for convenience. If the contract contains the variation in estimated quantity clause, a price adjustment is required for items received in excess of the specified quantity (including the variation allowed) that exceed a value of \$250. These items may, however, be returned at the contractor's expense. (*FAR 11.701*)

**Request for equitable adjustments.** Government policy is to try to resolve all contractor requests for equitable adjustment (REAs) at the contracting officer level without litigation. If a mutual agreement regarding an appropriate equitable adjustment to the contract cannot be reached with the contractor, the contractor can submit a claim. The contracting officer must then issue a final decision on the contractor claim (as described in Chapter 7).

A valid final decision by the contracting officer must meet the following conditions (*FAR 33.211*):

- Be in writing
- Be the decision of the contracting officer
- Inform the contractor of the right to appeal
- Adequately inform the contractor of the reasons for the contracting officer's decision.

## Transferring Contract Functions

Established permanent-station contracting offices rarely if ever transfer contract administration functions to another agency. On the other end of the spectrum, many CCOs will transfer contract functions for redeployment. As one unit packs up its bags to return to the home station, another unit arrives to assume the mission.

**Delegation of contract administration.** As described in *FAR Part 42*, delegation most commonly occurs in large contingencies. The responsibility for contract administration can be assigned to DCMA. The team that assumes the mission will either be the onsite DCMA theater area operations organization (for locations that have a permanent DCMA office) or a deployable DCMA team. Although the DCMA teams typically only deploy to support major contingencies, the theater chief administrative officer might be able to provide limited support to smaller operations.

When delegating or transferring functions, the following issues should be considered:

- Transition of requiring activities.
- Transition of CCO authority.
- Transfer of COR responsibilities from one unit to another as units rotate in and out of theaters of operation.
- Transition from one contractor to another contractor, from the incumbent to new awardees.
- Accounting for government and contractor property. If the contract calls for GFE or government-furnished materiel, the follow-on unit must be aware of all the details.
- Transfer versus termination for convenience (T4C) and new award. The CCO must make a judgment call about which option is better suited to the particular circumstances.

- Although the mechanics of transfer are simple—a delegation letter and a unilateral modification are sufficient—the impact on the contract could be significant. If the contracting atmosphere has been largely based on mutual trust and a personal relationship between the government and the contractor, the contractor might view a new player with suspicion.

## **Terminations**

There are basically two options for terminating contracts, T4C and termination for default (T4D) or cause. After deciding which method to use, the CCO should be prepared to negotiate a fair and reasonable settlement. Termination implies a breach of contract, and adequate compensation is appropriate. The CCO must follow local procedures for reporting and reviewing any termination actions.

The handbook DVD includes additional information about terminations.

The notice of termination should be in writing and will specify the following:

- Termination of the contract
- Extent of the termination
- Any special instructions
- Steps that the contractor should take to minimize the impact on personnel if the termination, together with all other outstanding terminations, will result in a significant reduction in the contractor workforce.

After receipt of a termination notice, the contractor should take the following actions (*FAR 49.104*):

- Stop work immediately

- Terminate all subcontracts
- Immediately advise the termination contracting officer of any special circumstances that preclude the stoppage of work
- Perform any continued portion of work
- Submit a request for equitable adjustment if necessary
- Protect any GFP
- Notify the termination contracting officer about any legal proceedings arising from terminated subcontracts
- Settle any outstanding liabilities (subcontracts)
- Submit a settlement proposal
- Dispose of termination inventory.

**Termination for convenience.** The rapid pace of changing requirements can often result in the government no longer needing the supplies or services for which it has contracted. A request for the contractor to stop providing such supplies or services can often be met with confusion from the contractor. Regardless of the reason for not wanting contract performance to continue, the contractor might perceive that the CCO simply is not satisfied with contractor performance. If less than \$5,000 remains on the contract, the CCO should not terminate the contract. (*FAR 49.101(c)*)

The general procedures for T4C include the following actions (not necessarily in the exact sequence listed):

- Issue a suspension-of-work order for construction or architecture and engineering, which specifically excludes profit (*FAR 42.1302* and *clause 52.242-14*)
- Issue a stop-work order for the service or supply, which does not exclude profit (*FAR 42.1303* and *clause 52.242-15*) and is usually in



effect for 90 days (but if no notice after 90 days, contractor work restarts)

- Negotiate a settlement or, if no settlement is reached, unilaterally make a determination and notify the contractor that the changes are under the disputes clause.

When a T4C is requested, the CCO should take the following actions:

- Request or recommend a meeting with contractor
- For construction, obtain an estimate of the contractor cost incurred from engineering
- Establish and negotiate a cost settlement
- Prepare a stop-work or suspension-of-work order, consulting if necessary with the head of contract activity (HCA)
- Prepare an SF 30, using the T4C clause. (*FAR clause 52.249-2*)

When the CCO uses a partial contract cancellation or a total contract cancellation, the following should be considered:

- No-cost settlement
- Partial settlement (such as restocking charge)
- Total termination.

**Termination for default.** When the contractor fails to perform as required, the CCO may terminate the existing contract and begin procurement under a new contract. If the CCO anticipates the need to enter into another contract with a specific vendor in the future (especially in areas with limited sources), defaulting that vendor on an existing contract can hinder future contracts.

The general procedures for T4D include the following actions (not necessarily in the exact sequence listed):

- Reference the appropriate default clause, *FAR clause 52.249-8* for a supply or service and *FAR clause 52.249-10* for construction
- Issue a cure notice and give the contractor a minimum of 10 days to cure (using the format in *FAR 49.607*)
- After 10 days (or if fewer than 10 days remain in the performance schedule), issue a show-cause notice (using the format in *FAR 49.607*)
- Ask an engineer to verify the extent of completion of work and to give an estimated value of the completed work
- Consult with the HCA before issuing the modification
- Report on the steps taken. (*FAR 42.1503(f)*)

**Termination or cancellation of purchase orders.** As described in *FAR 13.302-4*, if a purchase order accepted in writing by the contractor is to be terminated, the contracting officer shall process the termination in accordance with *FAR clause 52.212-4(l)* or *clause 52.212-4(m)* for commercial items or *FAR clause 52.213-4* for noncommercial items.

If a purchase order not accepted in writing by the contractor is to be cancelled, the contracting officer shall notify the contractor in writing that the purchase order has been cancelled and request the contractor's written acceptance of the cancellation. If the contractor does not accept the cancellation or claims that costs were incurred under the purchase order, the contracting officer should process the action as a termination, as previously detailed.

**Termination for cause.** The government may terminate for cause after any default by the contractor if the contractor fails to comply with the terms and conditions of the contract or fails to provide the government, on request, with adequate assurance of future performance.

Contracts for commercial items purchased under the procedures outlined in *FAR Part 12* may be terminated for convenience or for cause. In general, the constraints of *FAR Part 49* (T4C) and *FAR Subpart 49.4* (T4D) do not apply. Procedures for termination of commercial item contracts are detailed in *FAR 12.403*.

**Delinquency notices.** The formats of the delinquency notices described in *FAR 49.607* and discussed in this section may be used to satisfy the requirements of *FAR 49.402-3*. All notices will be sent with proof of delivery requested. Procedures for stop-work orders are addressed in *FAR 42.1303*.

**Cure notice.** If a contract is to be terminated for default before the delivery date, a cure notice, as described in *FAR 49.607(a)*, is required by the default clause. Before using this notice, it must be confirmed that an amount of time equal to or greater than the period of the cure remains in the contract delivery schedule (or any extension to it). If the time remaining in the contract delivery schedule is not sufficient to permit a realistic cure period of 10 days or more, the cure notice should not be issued.

After the cure notice is issued, the following actions are taken:

- Negotiate changes
- Prepare a modification to the T4D
- Document the negotiations
- Obtain the contractor's receipt of cure notice.

**Show-cause notice.** If the time remaining in the contract delivery schedule is not sufficient to permit a realistic cure period of 10 days or more, a show-cause notice may be used, as described in *FAR 49.607(b)*. The show-cause notice should be sent immediately after expiration of the delivery period.

**Considerations.** When deciding whether to use a T4C or T4D or to allow the contract to run to completion, the CCO must use sound business judgment. The CCO must remember that contractors are providing goods and services at a time when the government has been fairly demanding. Vendors may incur costs to perform in accordance with CCO and government wishes and should be properly compensated for doing so. The CCO might need to balance fair and just compensation against legally sufficient adjustments and allowability of costs.

### **Contract Closeout**

**Contract closeout process.** When the contractor satisfactorily completes performance of the terms of the contract and the final payment is made, the contract file should be closed out as soon as possible. The following steps should be used:

- Upon receipt of final invoice and a receiving report, issue a unilateral modification to deobligate any excess funds.
- Address release of claims. On a final invoice with a payment amount that is subject to contract settlement actions (release of contractor claims), acceptance shall be deemed to occur on the effective date of the contract settlement. *FAR 43.204(c)(2)*, “Release of Claims,” provides language for supplemental agreements.
- Complete a Department of Defense (DD) Form 1594, “Contract Completion Statement,” or agency-specified form for all contracts, and complete DD Form 1597, “Contract Closeout Checklist,” or agency-specific form such as Air Force Form 3035 for contracts that exceed the simplified acquisition threshold (SAT) after receiving proof that work or delivery is complete.
- Place the completed and certified DD Form 1594 in the contract file, write the word Closed on the file (preferably in large bold letters),

remove the file from the active contracts, and retain the completed contract file as required by FAR or the relevant agency.

- Use DD Form 1597 as the primary document for initiating a systematic contract closeout. When all necessary and applicable actions are completed, the contracting officer will sign and attach this form to DD Form 1594.
- Identify physically completed contracts that involve government property in the possession of the contractor. In such cases, the contracting officer will forward DD Form 1593, “Contract Administration Completion Record,” to the property administrator to request the actual or estimated dates for completion of property administration. DD Form 1593 should be used to verify that other functional activities have completed their required closeout actions.
- Address remaining funds. The contracting officer will review the status of funds on physically completed contracts to determine whether funds are available for removal before final payment.
- Address all contracts that fall below the SAT. In such cases, the contracting officer shall include in the contract file a statement that all contract actions have been completed. The completed form or statement is authority for closing out the contract file.
- Manage closeout of contracts administered by the purchasing office. In such cases, that office is responsible for ensuring that all required purchase actions and contract administration are completed, using as necessary DD Form 1597 and DD Form 1593.
- Complete DD Form 1594. When all required actions are completed, the purchasing office shall prepare DD Form 1594 for all contracts that exceed the SAT. The contract completion statement shall be added to the official contract file. *DFARS 204.804* requires the use of DD Form 1594.

**Contingency contracting officer closeout of field ordering officer and blanket purchase agreement authorized caller accounts.**

When FOO and BPA authorized callers are ready to redeploy, the CCO must be sure that they return their original appointment orders, all completed forms and documents, updated PIIN logs, and unused forms (especially SF 44s). Throughout the contingency, the CCO should be receiving Joint Uniformed Lessons Learned System and after action report input from ordering officers.

*FAR 4.804-5* describes procedures for closing out contract files, including the following main issues:

- Contractor release of claims
- Final invoice that has been submitted and paid
- Completed contract funds review and deobligated excess funds
- Storage, handling, and disposal of contract files.

**Abandoned or unclaimed property.** One issue that might arise is the disposal of abandoned contractor-owned property in accordance with *FAR Subpart 45.6*, “Reporting, Reutilization, and Disposal.” The CCO should consult with the local judge advocate about the disposition of contractor property left behind by the contractor before using or appropriating the asset.

**Redeployment and Demobilization Considerations**

Redeployment is defined as the transfer of forces, personnel, equipment, and materiel to home or demobilization stations for reintegration and out-processing. Whenever possible, the CCO should become part of the Joint contingency planning staff that is planning the redeployment or demobilization phase of the operation. It is imperative that the CCO communicates with operational planners, DCMA, and DLA in the drawdown planning.

A list of common redeployment considerations is available on the website (<http://www.acq.osd.mil/dpap/ccap/cc/jcchb/>) and the handbook DVD (under the Additional Text and Redeployment topic).

## **Common Systems and Tools**

The entire contracting process involves many systems, tools, and interfaces. Many systems are becoming web-based, providing greater functionality and wider access, but also possibly creating accessibility issues in a contingency environment. The following brief list notes common systems and tools that CCOs might use, but such use can vary case by case, so the CCO should check with the local command for additional guidance:

- **Federal Procurement Data System (FPDS)**, which allows millions of procurement transactions from across the government to be recorded and reported in real time. The system contains detailed information on contract actions that exceed \$3,000 (FY04 and later). The system can identify who bought what, from whom, for how much, when, and where. Contract action reporting is discussed in Chapter 5. Additional information on FPDS is available at <http://www.FPDS.gov>.
- **Wide Area Work Flow (WAWF)**, which is a paperless contracting DoD-wide application designed to eliminate paper records from the receipts and acceptance process of the contracting life cycle. The WAWF systems allows government vendors to submit and track invoices and also receipt and acceptance documents over the web and enables government personnel to process those invoices in a real-time paperless environment. WAWF is the only application that will be used to capture the unique identification (UID) of tangible items information. Payment information is discussed in Chapter 5. Additional information on the WAWF system is available at <https://wawf.eb.mil>.

- **Joint Contingency Contracting System (JCCS)**, which gives procurement professionals a source of data entry for contracting and financial data to support mission spend analysis, strategic sourcing, and staffing requirements. JCCS produces contract and financial reports to support the warfighter's overall acquisition forecasting. Additional information on JCCS is available at <https://www.jccs.gov/>.
- **Procurement Desktop Defense (PD2)**, which provides automated strategic and streamlined contract management support for the procurement professional as part of a complete workflow management solution. PD2 is an integral part of the DoD Standard Procurement System (SPS), which is integrating acquisition, logistics, and financial management in one end-to-end enterprise business system. Additional information on PD2 is available at <http://www.caci.com/business/PD2.shtml>.
- **Contractors Performance Assessment Reporting System**, which is a web-enabled application that is used to document contractor and grantee performance information required by federal regulations. CPARS supports the FAR requirement to consider past performance information before making a contract award (as discussed in *FAR Part 15*, *Part 36*, and *Part 42*). *FAR Part 42* identifies requirements for documenting contractor performance assessments and evaluations for systems, nonsystems, architect-engineer, and construction acquisitions. Contract monitoring is discussed in Chapter 6. Additional information on CPARS is available at [www.CPARS.gov/](http://www.CPARS.gov/).
- **Electronic Document Access (EDA)** system, which is an online document access system designed to provide acquisition-related information for use by all of DoD. The EDA system offers two concurrent operating sites (in Ogden, UT, and Columbus, OH). If one site is down or unavailable, the alternate site can be used. Additional information on the EDA system is available at <http://eda.ogden.disa.mil/>.



## **Website and DVD Materials Related to Chapter 6**

- [Chapter 6 PowerPoint Briefing](#)
- [Chapter 6 Test Questions](#)
- [Trainings Related to Chapter 6](#)
- [Scenarios Related to Chapter 6](#)
- [Topical Index webpages](#)
  - » [After Action Reports](#)
  - » [Claims](#)
  - » [Contract Administration](#)
  - » [Contract Closeout](#)
  - » [Construction](#)
  - » [CORs](#)
  - » [File Management](#)
  - » [Modifications](#)
  - » [Receiving Reports](#)
  - » [Terminations](#)
  - » [Transportation and Shipping](#)
- [Additional Reading on](#)
  - » [Considerations on Reducing Footprint](#)
  - » [Receipt and Inspection](#)
  - » [Terminations](#)