

## Activity 7.1: Congressional Inquiries – Contract Investigation Factors

#	Factor	Team 1	Team 2	Team 3	Team 4
1	Work completed	ABC Doors and the COR say most of the work is completed.	ABC Doors says all of the work is completed, but the COR says only half of the work is completed.	ABC Doors says most of the work is completed, but the COR says only 10 of 36 doors are installed.	ABC Doors says most of the work is completed, but the COR says only half of the work is completed.
2	Condition of work based on the Contracting Officer's Representative (COR) inspection	Based on the COR inspection of the work completed, a quarter of the doors are installed incorrectly.	Based on the COR inspection of the work completed, all of the doors are installed incorrectly.	Based on the COR inspection of the work completed, half of the doors are installed incorrectly.	Based on the COR inspection of the work completed, three quarters of the doors are installed incorrectly.
3	Small Business Professional (SBP)	The SBP was not really involved in the awarding of this contract, and will support the COR's position.	The SBP fought hard for this contract to be set aside for a small business, and is advocating that a cure notice be sent, and that every effort be made to help ABC Doors complete the contract.	The SBP fought hard for this contract to be set aside for a small business, and is concerned that ABC Doors' performance will impact the perception of other small businesses. The SBP is recommending a Termination for Convenience to make the problem go away.	The SBP was not really involved in the awarding of this contract, and will support the Contracting Officer's position.
4	Contractor Performance Assessment Reporting System (CPARS)	ABC Doors has several other contracts with the Department of Defense (DoD) and recently received an unsatisfactory rating.	ABC Doors has several other contracts with DoD and has received a mixed set of ratings.	ABC Doors has several other contracts with DoD and has always received good ratings.	ABC Doors has several other contracts with DoD and has always received exceptional ratings.
5	Invoicing	ABC Doors has only invoiced for the cost of the doors.	ABC Doors has invoiced for half of the amount of the contract.	ABC Doors has invoiced for the full amount of the contract.	ABC Doors has invoiced for the portion of work they claim is completed.



#	Factor	Team 1	Team 2	Team 3	Team 4
6	Condition of doors	ABC Doors and the Contracting Officer agree that 12 of the doors are warped.	ABC Doors claims all 36 doors have been delivered and are in new condition. The Contracting Officer claims six of the doors are warped.	ABC Doors claims all 36 doors have been delivered and are in new condition. The Contracting Officer claims 22 of the doors are warped.	ABC Doors admits that eight of the doors are warped. The Contracting Officer claims 19 of the doors are warped.
7	Contact with the Navy	ABC Doors claims the Contracting Officer and COR have been avoiding their attempts at contact. The Contracting Officer claims she has been returning calls, but has been unable to reach them.	ABC Doors claims the Contracting Officer and COR have been avoiding their attempts at contact. The COR has e-mails that show he has been trying to contact them.	ABC Doors claims the Contracting Officer and COR have been avoiding their attempts at contact. The COR claims he has been returning calls, but has been unable to reach them.	ABC Doors claims the Contracting Officer and COR have been avoiding their attempts at contact. The Contracting Officer has e-mails that show she has been trying to contact them.
8	Standby costs	Per the inquiry, ABC Doors is demanding an additional 10 percent of labor costs as standby costs because of the delay in approving the modification, but none were previously requested or invoiced. The Contracting Officer is refusing to pay standby costs.	Per the inquiry, ABC Doors is demanding an additional 50 percent of labor costs as standby costs because of the delay caused by inspections. The Contracting Officer is refusing to pay standby costs.	Per the inquiry, ABC Doors is demanding an additional 50 percent of labor costs as standby costs because of the delay in approving the modification, but none were previously requested or invoiced. The Contracting Officer is refusing to pay standby costs.	Per the inquiry, ABC Doors is demanding an additional 10 percent of labor costs as standby costs because of the delay caused by inspections. The Contracting Officer is refusing to pay standby costs.
9	Contracting Officer	The Contracting Officer recognizes that the contractor has failed to install the doors properly, and recommends sending a cure notice. If the contractor fails to correct the installation of the doors, the contract will be terminated for default.	The Contracting Officer claims the COR has been the cause of the contractor's poor performance by not allowing the contractor to participate in the inspections, and recommends that in the best interest of the government, a Termination for Convenience be issued.	The Contracting Officer claims ABC Doors has failed to install the doors and because the COR states the doors can't be corrected, recommends an immediate Termination for Default without a cure notice being sent.	The Contracting Officer claims ABC Doors has provided unacceptable installation of the doors, but wants to support small business, so she recommends that the SBP work with the contractor to improve performance before further action is taken.



#	Factor	Team 1	Team 2	Team 3	Team 4
10	Condition of work based on the Quality Assurance Evaluator inspection	Based on the Quality Assurance Evaluator inspection of the work completed, three quarters of the doors are installed incorrectly.	Based on the Quality Assurance Evaluator inspection of the work completed, all of the doors are installed correctly.	Based on the Quality Assurance Evaluator inspection of the work completed, a quarter of the doors are installed incorrectly.	Based on the Quality Assurance Evaluator inspection of the work completed, half of the doors are installed incorrectly.
11	Payment for doors	The Contracting Officer has offered to pay for all 36 doors, but no labor.	The Contracting Officer refuses to pay for any costs on the contract.	The Contracting Officer has offered to pay for the doors in new condition and the labor for the doors the Quality Assurance Evaluator says were installed correctly.	The Contracting Officer has offered to pay for the doors in new condition, but no labor.
12	Participation in inspections	ABC Doors did not participate in any of the inspections. The COR claims they were invited and did not attend, but ABC Doors claims they were not notified of the inspections. They claim the COR has been sabotaging their efforts since the contract began.	ABC Doors had a representative at all of the inspections. ABC Doors claims the COR was rude and tried to influence the Quality Assurance Evaluator results because of personality conflicts.	ABC Doors had representatives at the COR inspections. The COR claims they were argumentative and rude, so he did not include them in the Quality Assurance Evaluator inspection.	ABC Doors did not participate in any of the inspections. The Contracting Officer claims they were invited and did not attend, but ABC Doors claims they were not notified of the inspections. They claim the Contracting Officer has been sabotaging their efforts since the contract began.
13	Contracting Officer's Representative (COR)	The COR recognizes that the contractor has failed to install the doors properly, and recommends sending a cure notice. If the contractor fails to correct the installation of the doors, the contract will be terminated for default.	The COR claims ABC Doors has provided unacceptable installation of the doors, but wants to support small business, so he recommends that the SBP work with the contractor to improve performance before further action is taken.	The COR claims ABC Doors has been a problem from the start and has been dishonest in their inquiry, and recommends a Termination for Cause because of the problems that they are causing the Government.	The COR claims the Contracting Officer has been a problem from the start and recommends a Termination for Convenience in the best interest of the Government and to avoid future claims by the contractor.
14	Replacement of doors	ABC Doors refuses to replace any doors, claiming that any warping happened on-site.	ABC Doors has agreed to replace any doors it can confirm are warped.	ABC Doors has agreed to replace any doors the government says are warped.	ABC Doors will replace half the doors that are warped, claiming that any warping happened on-site.