



DCMA Manual 2501-09

Contract Claims and Disputes

Office of Primary Responsibility	Contract Maintenance Capability
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Purpose: This issuance, in accordance with the authority in DoD Directive 5105.64 and Federal Acquisition Regulation (FAR), Part 33.2:

- Implements policy established in DCMA Instruction 2501, Contract Maintenance.
- Assigns responsibility and defines procedures for contract claims and disputes that were previously covered in DCMA Instruction 905.
- Identifies a resource page which includes hyperlinks to references, additional administrative guidance, related correspondence, training materials, and focal point name(s), etc.

TABLE OF CONTENTS

SECTION 1: GENERAL ISSUANCE INFORMATION	3
1.1. Applicability	3
1.2. Policy	3
SECTION 2: RESPONSIBILITIES	4
2.1. Contracting Officer.....	4
2.2. Assigned Legal Counsel.....	4
2.3. Contract Disputes Resolution Center (CDRC) Director/Chief Trial Attorney	5
2.4. CDRC Trial Attorney	5
2.5. Contract Law Group (CLG) Steering Committee	5
2.6. Contracts Directorate, Contracts Performance Management Division (DCMA-AQD)	6
SECTION 3: PROCEDURES	7
3.1. Resolving Contractual Disputes	7
3.2. Final Decisions	8
3.3. Using Alternative Dispute Resolution (ADR).....	12
3.4. Defense of the Government’s Position in Litigation.	13
GLOSSARY	15
G.1. Definitions	15
G.2. Acronyms	16
REFERENCES	17

SECTION 1: GENERAL ISSUANCE INFORMATION

1.1. APPLICABILITY. This issuance applies to all DCMA activities unless higher-level regulations, policy, guidance, or agreements take precedence.

1.2. POLICY. It is DCMA policy to:

- a. Attempt to resolve all contractual issues before they become disputes.
- b. Use Alternative Dispute Resolution (ADR) procedures to the maximum extent practicable.
- c. Issue a decision or determination (depending on the circumstance) when a contractual issue cannot be resolved, such as: Final Decision, Determinations of Cost Accounting Standard (CAS) Noncompliance, or Unilateral Rate Determination.
- d. Secure assistance from pertinent DCMA legal counsel and other advisors prior to issuing the final decision/determination referred to in paragraph 1.2.c.
- e. Require Contracting Officers to pay special attention to the 6-year Contract Disputes Act (CDA) statute of limitations when they learn of a potential Government claim so they can ensure timely action is taken (Sections 7101 through 7109 of Title 41, United States Code, "Contract Disputes Act of 1978").
- f. Forward to Contracts Directorate, Contracts Performance Management Division (DCMA-AQD), all contractor requests for deferment of a contract debt with a recommendation as to whether to grant the request during the pendency of the litigation.
- g. Report any suspected fraudulent claim or misrepresentation to the DCMA Contract Integrity Center (CIC).
- h. Execute this Manual in a safe, efficient, effective, and ethical manner.

SECTION 2: RESPONSIBILITIES

2.1. CONTRACTING OFFICER. When a potential claim by or against a contractor cannot be satisfied or settled by mutual agreement and use of ADR procedures has been considered and deemed not appropriate, and a final decision on the potential claim is necessary, the Contracting Officer must:

- a. Review, gather and document all facts pertinent to the claim.
- b. Secure assistance from assigned legal counsel and other advisors prior to issuing the final decision/determination.
- c. Issue a decision or determination (depending on the circumstance) when a contractual issue cannot be resolved, such as: Final Decisions, Determinations of CAS Noncompliance, or Unilateral Rate Determinations.
- d. Issue a decision or determination that represents the independent decision or determination of the Contracting Officer.
- e. Support DCMA Trial Attorneys and/or the Department of Justice (DoJ) in any litigation which results from the final decision/determination issued.
- f. Process contractor requests for a deferment of a contract debt in accordance with DCMA Manual (DCMA-MAN) 2501-10, Contract Debt.
- g. Maintain proper documentation in an Agency repository.
- h. Coordinate decisions not to utilize ADR in a particular case through assigned legal counsel and the Contract Disputes Resolution Center (CDRC) Director.
- i. Determine whether the contract dispute is subject to exclusions in FAR 33.203(b).

2.2. ASSIGNED LEGAL COUNSEL. The assigned legal counsel must:

- a. Provide primary legal support to the Contracting Officers to whom they are assigned.
- b. Provide direct input and legal advice to the Contracting Officers as they are developing their positions on matters that could result in a contract claim and/or dispute. As part of this process, evaluate all final decisions/determinations proposed by Contracting Officers for litigation risk.
- c. Submit all draft proposed Contracting Officer final decisions, determinations of CAS noncompliance, and other types of claims to the CDRC and the Contract Law Group (CLG) Steering Committee (with sufficient background information) for review prior to issuance of the proposed final decision/determination.

d. Assist the Contracting Officer in the use of ADR, if utilized.

e. Support CDRC trial attorneys and/or DoJ, as needed, in any litigation to the Armed Services Board of Contract Appeals (ASBCA) or United States Court of Federal Claims (COFC) which results from the issuance of all final decisions/determinations.

2.3. CONTRACT DISPUTES RESOLUTION CENTER (CDRC) DIRECTOR/CHIEF TRIAL ATTORNEY. The Director, CDRC must:

a. Assign trial attorneys to conduct the CDRC review of Contracting Officer final decisions/determinations.

b. Assign trial attorneys to litigate the issues that are appealed to the ASBCA or to support DoJ in the litigation of the issues that are appealed to the COFC.

c. Coordinate on decisions by Contracting Officers not to utilize ADR in a particular case.

2.4. CDRC TRIAL ATTORNEY. The CDRC trial attorney must:

a. Review for legal sufficiency and litigation risk all Contracting Officer final decisions/determinations before they are issued.

b. Provide comments/recommendations through assigned legal counsel to the Contracting Officer for his/her consideration.

c. Represent DCMA and defend the Contracting Officer final decisions/determinations, before the ASBCA.

d. Coordinate with and assist DoJ in representing DCMA interests in Federal Courts.

e. Explore the possible resolution of all disputes that are in litigation through ADR.

f. Prepare Litigation Risk Assessments in all assigned cases in accordance with CDRC internal Standard Operating Procedures (SOP).

g. Issue litigation hold notices to the Contracting Officer and to other individuals and offices that have relevant documents. Upon conclusion of the litigation, notify the same individuals and offices that the litigation is concluded and contract closeout can proceed, if applicable.

2.5. CONTRACT LAW GROUP (CLG) STEERING COMMITTEE. The CLG Steering Committee must:

a. Review for legal sufficiency all Contracting Officer final decisions/determinations before they are issued.

b. Provide comments/recommendations on Contracting Officer final decisions/determinations through assigned legal counsel of the Contracting Officer for his/her consideration.

2.6. DCMA-AQD. DCMA-AQD must:

- a. Process debt deferment request in accordance with DCMA-MAN 2501-10.
- b. Coordinate with assigned legal counsel on debt deferment requests

SECTION 3: PROCEDURES

3.1. RESOLVING CONTRACTUAL DISPUTES.

a. Types of Disputes. A dispute between the Government and contractor may arise in a variety of situations. These include, but are not limited to: (1) Inability to agree upon an equitable adjustment; (2) Inability to agree upon the amount due following a termination for convenience; (3) Disallowance of costs; (4) CAS noncompliance; (5) Increased costs to the Government resulting from a contractor's unilateral cost accounting practice change; (6) Assessment of penalties against contractors; and (7) Unilateral rate determinations. Contracting officers should seek clarification from assigned legal counsel if unsure that a specific situation is a dispute. Contracting Officers should assess the applicability of FAR 33.302 on each dispute and if necessary, seek guidance from assigned legal counsel.

b. Early Resolution of Disputes. Contracting Officers should attempt to resolve all contractual issues in controversy by mutual agreement at the lowest possible appropriate Contracting Officer's level (FAR 33.204). DCMA Administrative Contracting Officers (ACO) and Termination Contracting Officers (TCO) have the responsibility and the authority to resolve disputes, including through the use of ADR methods (FAR 33.210 and FAR 33.214). The Procuring Contracting Officer (PCO) must be notified if the issue is outside the scope of the DCMA ACO's or PCO's authority or delegation. If necessary, a Contracting Officer may seek a further delegation of authority from the PCO when appropriate. DCMA Contracting Officers must also notify the PCO if the issue may impact a contract's cost, schedule, or performance.

c. Board of Review. For matters meeting the criteria for a Board of Review, the issue should be reviewed by the appropriate level board before the ACO takes dispositive action. Boards of Review are not needed to resolve a dispute after the dispute is in litigation; however, ACOs are required to obtain supervisory review in cases prior to resolving a dispute that is in litigation before the ASBCA. For cases pending before the COFC, DoJ has full authority to resolve the dispute and DCMA supervisory review is not required.

d. Types of Dispute Resolution. The three principal means of dispute resolution between the contractor and the Contracting Officer are: (1) unassisted negotiation; (2) ADR; and (3) appeal of a Contracting Officer's final decision/determination to the ASBCA or the COFC under the CDA of 1978.

e. Contractor Claims. For claims made by a contractor, the contractor must submit a claim in writing (FAR 33.206(a)). A claim must ordinarily request a sum certain or seek a decision concerning contract terms. In addition, the contractor must certify the claim if the amount the contractor seeks is in excess of \$100,000 (FAR 33.207). The DCMA ACO or DCMA TCO should ensure contractors properly certify all such claims.

f. Dispute Process Products. Products of the disputes process are: (1) negotiated settlements (which may include use of ADR); (2) determination of CAS noncompliance issued by a DCMA Corporate Administrative Contracting Officers (CACO), Divisional Administrative Contracting Officers (DACO), or ACO (collectively ACO); (3) final decisions issued by ACOs,

PCOs or TCOs; (4) unilateral rate determinations of the ACO; and (5) judgments arising from appeals of final decisions to the ASBCA or the COFC.

3.2. FINAL DECISIONS.

a. Contracting Officer Final Decision. When a claim by a contractor or a Government claim cannot be satisfied or settled by mutual agreement and a decision upon the claim is necessary, the Contracting Officer must prepare a final decision pursuant to FAR 33.211. Contracting Officers must issue final decisions upon matters in which they have authority to take definitive action within any specific limitations of their warrants (FAR 33.210).

b. Independence of Final Decision. A final decision must represent the independent decision and determination of the Contracting Officer issuing the decision. While it may be necessary to obtain assistance from legal and other advisors (e.g., Defense Contract Audit Agency auditors, subject matter experts), the Contracting Officer is responsible for the ultimate decision and must make the decision after thoroughly reviewing all facts and recommendations (FAR 33.211). Contracting Officer decisions must be personal and independent, and even the appearance of coercion must be avoided.

c. Contents and Distribution of Final Decisions. Final decisions must: describe the claim or dispute; refer to the pertinent contract terms; state the factual areas of agreement and disagreement; and set forth the Contracting Officer's decision, with its supporting rationale (FAR 33.211(a)(4)). Final decisions must also include notification that the contractor may appeal the decision to the ASBCA within 90 days or the COFC within 12 months of receipt of the final decision. FAR 33.211(a)(4)(v) provides wording for the notification of the contractor's appeal rights. Contracting Officers must send or hand-deliver final decisions to the contractor in a manner that provides evidence of receipt (such as certified mail, return receipt requested, or a receipt for hand-delivery) (FAR 33.211(b)). The Contracting Officer must forward a copy of the issued final decision to the payment office identified in the contract (FAR 32.605(c)(2)).

d. Obtaining Assistance from Assigned Legal Counsel and Advisors. In preparing the final decision, the Contracting Officer must secure assistance from assigned legal counsel, and other advisors (FAR 33.211(a)(2)). In addition to making their own independent review of the facts of any claim, Contracting Officers must immediately coordinate all contractor requests for final decisions and Government claims with assigned legal counsel to ensure a timely decision is issued. Contracting Officers must provide assigned legal counsel all the facts necessary to support the Contracting Officer's proposed final decision during the counsel's review. Assigned legal counsel is responsible for providing information to the CDRC and the CLG Steering Committee for their review of the proposed final decision. The CDRC and the CLG Steering Committee must review every final decision before it is issued. Comments and recommendations must be provided to the Contracting Officer through assigned legal counsel for consideration in his/her final decision. After seeking advice, the Contracting Officer must issue an independent decision in his/her fiduciary responsibility to the United States Government. The CDRC recommends that Contracting Officers not cite legal precedents or make legal arguments in final decisions.

e. Timelines for Issuing Final Decisions on Contractor Claims. For contractor claims of \$100,000 or less, the Contracting Officer must issue a final decision within a reasonable time after receiving a written request from the contractor (FAR 33.211(c)(1)). Where a contractor has requested in writing that a decision be rendered on its request within 60 days after the Contracting Officer receives the written request, any failure of the Contracting Officer to issue a final decision upon a contractor claim within that period may be deemed a decision denying the claim, and will authorize the contractor to file an appeal upon the claim (FAR 33.211(g)). In claims exceeding \$100,000, Contracting Officers must issue a final decision within 60 days or provide a written notification within 60 days as to when such a decision will be issued (after consultation with assigned legal counsel) (FAR 33.211(c)(2)). The Contracting Officer must issue a final decision within a reasonable time (FAR 33.211(d)).

f. Affirmative Government Claims. The Government can assert nonmonetary and monetary affirmative claims. While most Government claims are monetary claims, case law has established that there are instances where the Government can issue a nonmonetary claim. Examples of nonmonetary claims include ACO determinations of CAS noncompliance (see paragraph 3.2.j.) and Contracting Officer direction to correct or replace defective work.

(1) For a monetary claim by the Government, the Contracting Officer must state an amount certain, make a demand for payment, provide an address for payment, and notify the contractor of the debt deferment process. Procedures for issuing a demand and final decision are governed by FAR 32.604, FAR 32.605 and FAR 33.211. A Contracting Officer must seek involvement and review of the proposed final decision by assigned legal counsel as described in paragraph 3.2.d. of this Manual. After seeking advice and coordination, the Contracting Officer must issue an independent and personal decision in exercising his/her fiduciary responsibility to the United States Government.

(2) Government monetary claims must be made as soon as the Contracting Officer has determined that an actual debt is due the Government and the amount of refund or payment due the Government (FAR 32.603(a); FAR 32.604(a)(1)). Detailed procedures for issuing and processing demands for payment are provided in DCMA-MAN 2501-10.

(3) Where a dispute concerning a refund or payment due the Government cannot be mutually resolved within a reasonable time period, the Contracting Officer should issue a final decision after first securing assistance of both assigned legal counsel and, through assigned legal counsel, the CDRC and the CLG Steering Committee. If a refund or payment is due to the Government, the Contracting Officer must make a demand for payment as part of the final decision, if a final decision is required (FAR 32.604, FAR 32.605). Detailed procedures for issuing and processing demands for payment are provided in DCMA-MAN 2501-10.

(4) Government claims for equitable adjustments and for the recovery of the Government's share of a pension surplus in a segment closing should be made in a final decision.

(5) Contracting Officers, when making a demand for payment, must notify the contractor that it may submit a request for installment payments or deferment of collection (FAR 32.604 (b)(8)). The authority to defer the collection of debts or authorize installment payment

agreements lies with the individual military Services or Agencies. DCMA assists in the processing of request for installment payments or deferment of collection. Upon the receipt of any request for installment payments or debt deferment, Contracting Officers must ensure it is forwarded to DCMA-AQC, with a recommendation as to whether to grant the request (FAR 32.607-2(c)). Detailed procedures for processing deferment requests are provided in DCMA-MAN 2501-10.

(6) Monetary claims must: (1) demand payment of a sum certain; (2) include a demand for interest, when appropriate; (3) state the date when such interest started to accrue; and (4) state whether the interest is calculated as simple interest or compounded interest (FAR 32.604(b)(3) and (b)(4)).

g. Statute of Limitations. There is a 6-year CDA statute of limitations upon claims by either party for contracts awarded after October 1, 1995, that may not be waived. The determination of when a claim “accrues” can be a complicated issue of law. Therefore, Contracting Officers should promptly seek assistance of assigned legal counsel when they learn of a potential Government claim or receive a contractor’s claim that may be barred by the statute of limitations. Contracting Officers must pay special attention to the date when CAS noncompliance issues develop or accrue, so they can comply with FAR notice requirements to contractors before issuing a final decision. (FAR 30.605).

h. Contracting Officer Ability to Settle Disputes. The Contracting Officer is not authorized to decide or resolve claims or disputes that involve: (1) fraud, (2) penalties or forfeitures prescribed by statute or (3) a regulation that another Federal agency is specifically authorized to administer, settle, or determine (FAR 33.210). In addition, Contracting Officers may not settle disputes that can negatively affect existing disputes or appeals under the cognizance of any other service, DoD Agency, or DoJ without first consulting with assigned legal counsel. Consultation with assigned legal counsel is necessary to ensure that any adverse effects are mitigated. Assigned legal counsel is then responsible for consulting with the CDRC. Disagreements between the Contracting Officer and assigned legal counsel concerning a settlement must be elevated for resolution at least one level above each individual.

(1) The Contracting Officer must not take any action to settle or disposition any contract action while it is under review or investigation by another Government authority including the DoD Inspector General or the General Accountability Office. However, Contracting Officers should be aware that these reviews or investigations do not toll or stop the accrual of the CDA statute of limitations. Therefore, a Contracting Officer must maintain frequent communication with the reviewing or investigative organization to ensure that the statute of limitations deadline is not missed.

(2) The Contracting Officer must report any suspected fraudulent claim or misrepresentation to the CIC (FAR 33.209). For matters arising in Special Programs, the Contracting Officer must report such matters to the DCMAS assigned legal counsel, who will, in turn, coordinate with the CIC as security regulations and guides allow.

(3) For those penalties that a Contracting Officer is authorized to impose, the Contracting Officer should refer to FAR 42.709 through FAR 42.709-6 for further guidance.

i. Determinations of CAS Noncompliance. ACOs are charged with determining whether a CAS-covered contractor has committed a CAS noncompliance (FAR 30.601(a) and FAR 30.605(b)(3)(ii)). The ACO must notify the contractor in writing of the determination of CAS noncompliance (FAR 30.605(b)(3)(iii)). If the ACO determines that the CAS noncompliance is material, the ACO must direct the contractor to submit a proposed cost accounting change needed to correct the noncompliance (FAR 30.605(c)). Following a determination that the proposed change to correct the noncompliance is both adequate and compliant, the ACO must request the contractor to submit a general dollar magnitude (GDM) proposal sufficient to provide information on the estimated overall impact of the noncompliance on affected CAS-covered contracts (FAR 30.605(c)(2)). There is no requirement for the ACO to include contractor appeal rights in the written determination of CAS noncompliance. Where the contractor does not correct the noncompliance or submit the GDM (or Detailed Cost Impact proposal), the ACO must follow the FAR procedures that could lead to the issuance of a final decision (FAR 30.605(i); FAR 30.604(i)(2)(ii); FAR 33.211).

(1) Although there is no requirement to provide a contractor with appeal rights in the written determination of CAS noncompliance, both the COFC and the ASBCA have held that a contractor can appeal that determination under the CDA, if it constitutes a Government “claim” under the CDA. In order to constitute a claim, the determination of CAS noncompliance must include a demand for the contractor to change its current accounting practice to a CAS-compliant practice. However, if such written determination does not contain appeal rights language, the contractor is not required to appeal it within the statutorily imposed appeal periods.

(2) Because contractors can appeal determinations of CAS noncompliance to the COFC and the ASBCA, the ACO must secure advice from assigned legal counsel and, before issuing the determination, comply with the requirements for legal review specified in paragraph 3.2.f.

j. Contractor Business Systems. Final determinations on the acceptability of contractor business systems under Defense Federal Acquisition Regulation Supplement (DFARS) 252.242-7005 are not Contracting Officer’s final decisions for the purposes of the CDA. Because the final determinations are not made in response to a claim submitted for a decision by a contractor against the Government related to a contract, they are not final decisions in accordance with the CDA.

k. Unilateral Rate Determinations. An ACO’s determination to issue unilateral rates is not generally an appealable matter. However, the ASBCA or the COFC may review a Contracting Officer’s unilateral rate determination if it is issued in conjunction with a Government claim. A claim, as defined in FAR 2.101, can consist of a demand for payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. Appeal rights should be included when a Contracting Officer’s unilateral rate determination is issued in conjunction with a Government claim.

3.3. USING ADR.

a. Aim of Using ADR. The key to ADR is to achieve justifiable and fair settlements for all of DCMA's customers. Justifiable and fair ADR settlements achieve cost savings and avoid unnecessary expense, disruption, and delay. Contracting Officers should also pay attention to the long-term consequences of their actions, since DCMA serves as the lead Agency for the entire DoD in matters involving CAS, contract administration, and terminations for convenience. Justifiable and fair settlements also take into account the role of DCMA Contracting Officers as "honest brokers" among the Armed Services for matters within their core competencies. Other significant considerations are consistency of policy, regulatory interpretation, and precedent.

b. Maximum Use of ADR. Contracting Officers must attempt to resolve issues in controversy (e.g., upon the failure of unassisted negotiations). ADR should be used to the maximum extent practicable and, if appropriate, attempted even before issuing a final decision upon claims by or against contractors (FAR 33.204).

(1) In using ADR, Contracting Officers (in conjunction with assigned legal and CDRC counsel) add value to the resolution process by minimizing disruptions in contract performance, maintaining ongoing business relationships with contractors, avoiding delays in settlement of terminated contracts, and avoiding and reducing costs of litigation.

(2) Contracting Officers should not delay issuing a mandatory demand for payment of contract debt and final decision because of ADR (FAR 32.604). Accordingly, it is not advisable to attempt ADR upon Government demands for repayment until after a demand for payment has been issued and the interest has started to accumulate for situations contemplated under FAR 32.601.

c. Decision to Use ADR. Either party (the Government or the contractor) may request ADR methods be used to resolve the dispute at any step of the claim/appeal process. In order for ADR to be used, the parties must mutually agree to the ADR method. Contracting Officers must coordinate with assigned legal counsel in selecting the most beneficial method if the Contracting Officer elects to utilize ADR. Binding arbitration is not currently permitted. Only DoJ can approve ADR for Federal litigation. If the Contracting Officer, after consultation with assigned legal counsel, makes an initial determination not to utilize ADR, follow the procedures in paragraph 3.4.c.

d. Decision to Not Use ADR. Decisions not to use ADR should be approved by an official at least one level above the Contracting Officer, unless the contractor refuses to participate in meaningful ADR. Once the Contracting Officer makes an initial determination not to utilize ADR, that determination must be submitted in writing to an approving official at least one level above the Contracting Officer. In documenting a decision not to use ADR after a contractor has made a legitimate request, the approving official must consult with assigned legal counsel and who will coordinate with the Director, CDRC, as the designee of the DCMA General Counsel, and explain, in writing, specifically why ADR is inappropriate or not practicable in this case.

Once it is determined that ADR is not appropriate in accordance with these procedures, the Contracting Officer must comply with FAR 33.214(b) in notifying the contractor.

e. Impact of ADR on Filing Deadlines and Statute of Limitations. ADR procedures do not substitute for a Contracting Officer's final decision for purposes of entitling a contractor to file an appeal, nor does the use of ADR alter any of the time limitations or procedural requirements for filing an appeal of a final decision (FAR 33.214(c)). A Contracting Officer may elect to withdraw or reconsider a final decision pending the outcome of ADR. However, Contracting Officers are not obligated to do so, and should consult with assigned legal counsel before taking such an action. Assigned legal counsel, in turn, should consult with the CDRC. Contracting Officers are reminded that ADR does not toll or stop any statute of limitation imposed by law. Contracting Officers must be aware of that deadline and issue a timely final decision/determination, if necessary.

3.4. DEFENSE OF THE GOVERNMENT'S POSITION IN LITIGATION.

a. CDRC Responsibilities in Litigation. The DCMA Chief Trial Attorney and trial attorneys assigned to the CDRC represent DCMA and defend the appeals of Contracting Officer final decisions/determinations before the ASBCA. The CDRC coordinates with and assists DoJ in representing the DCMA in Federal Courts. Attorneys litigating the appeal will continue to explore possible resolution through ADR. Contracting Officers, along with assigned legal counsel, must assist assigned CDRC trial attorneys.

(1) Legal Evaluation of Likelihood of Success in Litigation. Assigned Legal Counsel to a Contracting Officer must evaluate all proposed final decisions/determinations for litigation risk and will inform the client of their findings. Assigned legal counsel is responsible for obtaining CDRC and CLG steering committee review of the proposed final decision or determinations as noted in paragraph 3.2.d.

(2) Litigation Risk Assessments. Following the appeal of the final decision/determinations to the ASBCA or Federal Courts, CDRC trial attorneys will prepare Litigation Risk Assessments in accordance with the CDRC's internal SOP. The CDRC trial attorneys prepare these assessments on a periodic basis during litigation to enable DCMA Contracting Officers to be knowledgeable of the risk(s) inherent with the litigation, which, in turn, should enable them to make informed decisions.

b. ASBCA Rule 4 File. ASBCA Rule 4 (DFARS Appendix A) requires a submission of an appeal file by the Contracting Officer within 30 days of an appeal. To permit timely review of this submission, the Contracting Officer must provide the CDRC trial attorney with the information required by ASBCA Rule 4 within 15 days after receiving an appeal or notice of an appeal. Contracting Officers should keep this in mind as they prepare final decisions – in other words, they should keep an orderly file of all matters they considered. Contracting Officers should also consult with assigned legal counsel and CDRC trial attorneys for advice on what to put in their Rule 4 submission. The Contracting Officer, as well as other knowledgeable DCMA personnel, must assist the CDRC trial attorney in assembling all facts and documents (manual or

electronic) and in all other aspects of case preparation (FAR 33.212). Coordination by the Contracting Officer with the applicable buying offices is also essential.

c. Contracting Officer Resolution of Disputes Pending Before the ASBCA. Once litigation at the ASBCA has commenced, the Contracting Officer must consult with the assigned CDRC trial attorney and other appropriate advisors (e.g., audit, technical) before attempting any settlement. In the event of any material disagreement between the Contracting Officer and the CDRC trial attorney concerning the best course of action for DCMA, the Contracting Officer must elevate the matter for resolution at least one level above each individual.

d. Resolution of Disputes Pending Before Federal Courts. Only DoJ attorneys are authorized to settle appeals filed in Federal courts. In addition, only DoJ attorneys are authorized to settle any subsequent appeals of Federal court trial level or ASBCA decisions filed at the United States Court of Appeals for the Federal Circuit or any other Federal level appellate court.

GLOSSARY

G.1. DEFINITIONS.

Alternative Dispute Resolution (ADR). Any procedure or combination of procedures used to resolve issues in controversy with the assistance of a neutral third party.

Assigned Legal Counsel. Counsel who are directly assigned by the DCMA Office of General Counsel to serve as the primary legal advisor to a specific DCMA Contracting Officer.

Contract Integrity Center (CIC). The DCMA organization responsible for coordinating fraud matters.

Contracting Officer. All DCMA contracting officers to include Administrative Contracting Officers (ACO), Divisional Administrative Contracting Officers (DACO), Corporate Administrative Contracting Officers (CACO), Procuring Contracting Officers (PCO) and Termination Contracting Officers (TCO).

GLOSSARY

G.2. ACRONYMS.

ACO	Administrative Contracting Officer (includes DACOs and CACOs)
ADR	Alternative Dispute Resolution
ASBCA	Armed Services Board of Contract Appeals
CACO	Corporate Administrative Contracting Officer
CAS	Cost Accounting Standards
CDA	Contract Disputes Act
CDRC	Contract Disputes Resolution Center
CIC	Contract Integrity Center
CLG	Contract Law Group
COFC	Court of Federal Claims
DACO	Divisional Administrative Contracting Officer
DCMA-AQD	DCMA Contracts Directorate, Contract Performance Branch
DCMA-INST	DCMA Instruction
DCMA-MAN	DCMA Manual
DFARS	Department of Defense Federal Acquisition Regulation Supplement
DoJ	Department of Justice
FAR	Federal Acquisition Regulation
GDM	General Dollar Magnitude
PCO	Procuring Contracting Officer
SOP	Standard Operating Procedures
TCO	Termination Contracting Officer

REFERENCES

Defense Federal Acquisition Regulation Supplement 252.242-7005, "Contractor Business Systems"
Defense Federal Acquisition Regulation Supplement Appendix A, Armed Services Board of Contract Appeals
DoD Directive 5105.64, "Defense Contract Management Agency (DCMA)," January 10, 2013
DCMA Manual 2501-10, "Contract Debt"
Federal Acquisition Regulation Part 2, "Definitions of Words and Terms"
Federal Acquisition Regulation Part 30, "Cost Accounting Standards Administration"
Federal Acquisition Regulation Part 32, "Contract Financing"
Federal Acquisition Regulation Part 33, "Protests, Disputes, and Appeals"
Federal Acquisition Regulation Part 42, "Contract Administration and Audit Services"
United States Code, Title 41, Sections 7101 through 7109 (Contract Disputes Act of 1978)