



**State of Colorado
Governor's Office of Innovation and Technology
Commission on Information Management**

IT Administrative Guide: Procurement, Contracting, and Project Management

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Table of Contents

I.	Introduction.....	3
	A. Purpose of Guide.....	3
	B. Scope.....	3
	C. Team Concept.....	3
	D. Goal.....	3
	E. Routine Contract Administration Functions.....	3
	F. Contract Administration Considerations.....	4
II.	Pre-Award or Solicitation Process Activities.....	4
	A. Considerations for RFP Development.....	4
	B. Methods to help plan for successful performance.....	5
	C. Remedies for substandard performance.....	6
III.	Post-Award Activities.....	6
	A. Kickoff Meeting.....	7
	B. Contract Administration Plan.....	8
III.	Administration of the Contract During the Term.....	9
	A. Performance Monitoring.....	9
	B. Delivery of Goods/Performance of Services.....	10
	C. Processing Invoices.....	11
	D. Change Management.....	13
	E. Dispute Resolution.....	14
IV.	Administration of the Contract at Termination.....	15
	A. Termination at the End of Term/Expiration of the Contract.....	15
	B. Termination for Convenience.....	15
	C. Termination for Default.....	16
V.	Contract Closeout.....	18
	A. Contract Closeout Process.....	18
	B. When Contract is Completed.....	18
	C. Closeout Responsibilities.....	19
VI.	Questions.....	19

I. Introduction

A. Purpose of Guide. The purpose of this Information Technology (IT) Administrative Guide is to assist Colorado state agencies in performing contract administration of technology contracts.

B. Scope. IT administration encompasses the oversight of all relationships between agencies of the State of Colorado and the contractor as they relate to contractor performance. The process of contract administration begins with the input provided for the solicitation documentation and continues through the completion of the acquisition process from the time of contract award until the work has been completed and accepted, final payment has been made, any disputes or adjustments have been resolved, and the contract is formally closed out.

C. Team Concept. IT administration is performed primarily by a team including, but not limited to: project lead, contract administrator, purchasing agent, budget officer, IT specialist, business lead, and technical lead.

D. Goal. The goal of IT administration is to ensure that the State receives in services and goods the benefit of their bargain through completion of the integrated procurement and contract process.

E. Routine Contract Administration Functions. The IT Administration Team manages all facets of awarded contracts to ensure successful contractor performance, which includes the following functions:

1. Oversight. Providing technical oversight and direction as required.
2. Review of Work. Confirming that work has been or is being performed by the contractor in accordance with the specifications and provisions of the contract.
3. Progress Monitoring. Providing the appropriate levels of monitoring, inspection, and acceptance as prescribed in the contract.
4. Invoice Processing. Reviewing and approving contractor invoices, as well as monitoring invoice payment for timeliness and accuracy. Payments are preferably tied to deliverables and/or service levels reflecting the value of the deliverables and/or services for which payment is sought.
5. Change Management. Managing changes to the contract, including change orders, modifications, amendments, terminations, and claims disposition.

6. Documentation and Filing. Documenting all actions taken with regard to the contract and ensuring the original documentation is in the official contract file.
7. Performance Reviews. Reviewing contractor performance and addressing performance deficiencies.
8. Contract Closeout. Closing out the contract file.

F. Contract Administration Considerations. Contract Administrators' involvement in each contract will be based on the criticality and complexity of each contract, its length of term, and its dollar value. In addition, the IT Administration Team should keep in mind the following considerations:

1. That it is the contractor's responsibility to perform and meet the requirements of the contract. To do so, contractors will need timely and effective technical direction and approvals from the participating Agency.
2. That all technical direction to a contractor must be within the scope of the contract. No additional requirements should be imposed on the contractor to the extent that they relieve the contractor of its responsibilities under the contract.

II. Pre-Award or Solicitation Process Activities.

A. Considerations for RFP Development. Effective and thorough acquisition and solicitation phases of a project will reduce or eliminate post award contract administration problems. The following are some considerations for inclusion in the solicitation and contract documents:

1. Complete and clearly written scope of work.
2. Express warranties/guarantees.
3. Preservation of rights under an implied warranty.
4. Prerequisites for acceptance of services/deliverables.
5. Liquidated damages.
6. Performance bond.
7. Periodic reports.
8. Progressive payment schedule.
9. Periodic meetings and process reviews.
10. Audit rights.
11. Escalation provisions in the event of dispute.
12. Preservation of right to dispute and withhold payment.
13. Termination rights for failure to deliver and other defaults.

B. Methods to help plan for successful performance.

1. Require Vendor to submit in their proposal for approval a schedule of program events with milestones. This will be used to develop a progress payment schedule based on service/performance milestones.
2. Require that any progressive payment schedule must be based on measurable events, not on elapsed time. Exception: Service contracts with cyclic or repeatable work (security guards, building maintenance, etc.)
3. Clearly delineate remedies for failure to accomplish milestones as scheduled. Liquidated damages are compensation to the State for contractor failure to perform, not punitive penalties. Therefore, the amount of liquidated damages generally should be representative of the value of the loss suffered by the State as a result of the contractor's failure to perform.
4. Require periodic (weekly, monthly, quarterly, etc.) reports to substantiate performance as part of the contract.
5. Require periodic meetings and/or status reports as part of the periodic progress tracking, as part of the contract.
6. Require agreement to audit data regularly to ensure validity.
7. Provide for escalation to several levels of management in the event of dispute.
8. Request the vendors to submit proposals for how they will address performance issues. Following is sample language for an RFP:

“The Vendor will be required to coordinate and integrate its contract administration and project management processes and procedures with the State's processes and procedures. The Vendor may be required to modify some of its processes and procedures to more effectively integrate the government/vendor team. Vendor must provide a detailed description of how it intends to administer the contract and track progress. Topics that should be addressed should include but not be limited to: (a) Reports (frequency and scope); (b) status reports; (c) Deliverables (define); (d) Milestones (define); (e) Project Management Plan (scope and format); (f) Delivery, Inspection and Acceptance Procedure and Criteria; (g) Dispute Resolution Process and Procedures; (h) Invoice and Payment process, procedures and expectations; and (i) Change management/change control process and procedure.”

9. Development of a sample contract to be included with the solicitation. Offeror must review the attached contract and list any exceptions or

confirm that no exceptions are taken to the State's contract. The State will review the proposal to ensure the offeror has not taken any exceptions to the State's contract provisions which may be deemed unacceptable, particularly the State of Colorado Special Provisions, attached to the draft contract. Any exceptions taken could result in delay or failure to execute a contract whereby the State could terminate the award and commence negotiations with another vendor.

C. Remedies for substandard performance.

1. Payments will not be made if delivery, inspection and acceptance criteria are not followed, the invoiced amounts are disputed, or work product is unacceptable.
2. Contractor must bear costs of re-work, re-inspection or re-testing.
3. Contractor will be notified in the event of poor performance (verbal, written and formal cure notices), including repeated work product inadequacies and/or performance failures that impact contract cost, schedule and/or performance.
4. Termination of the contract, in whole or in part, as a last resort.

III. Post-Award Activities.

A. Kickoff Meeting. A Kickoff Meeting (also known as a post-award meeting) is an interaction between government and contractor held immediately following the award of a contract. It is an orientation for the contractor to ensure a clear and mutual understanding of all contract terms and conditions and the respective responsibilities of the parties.

1. Applicability. Not every contract requires a full-scale formal Kickoff meeting, but generally each contract should receive some form of discussion at or shortly after the award to ensure that the parties agree on the performance expectations, requirements and the administrative procedures applicable under the terms of the contract. The Kickoff meeting, however, should *not* be used as an avenue to change the terms of the contract.
2. Determining the Necessity of a Kickoff Meeting. The IT Administration Team should make a joint decision as to whether a Kickoff meeting is necessary or if a telephone conference will be sufficient. For the less complex, low-dollar value contracts, the contract administrator may make a telephone call to the contractor to go over the major points of the contract. If undecided whether or not a Kickoff Meeting is necessary, it is recommended that one be held to

assure that there is a meeting of the minds regarding the expectations and responsibilities of both parties. Factors that can be used to determine the need for a meeting are:

- (a) Type of contract;
- (b) Contract value and complexity;
- (c) Length of contract, period of performance and/or the delivery requirements;
- (d) Procurement history of the supplies or services required and expertise/track record of the contractor;
- (e) Urgency of delivery schedule;
- (f) Agency's prior experience with the contractor;
- (g) Any special or unusual payment requirements.
- (h) Criticality of the contract

3. Kickoff Meeting Preparation. Once it is determined that a Kickoff Meeting is appropriate, Agency personnel should establish the time and place of the meeting, prepare an agenda, and notify all appropriate parties.
4. Agenda. The Kickoff meeting should cover the following areas:
 - (a) The Scope of the contract, i.e., what goods and/or services the Agency is buying. Service level definition is a common area of dispute in contract administration and should be addressed to ensure mutual agreement.
 - (b) Contract terms and conditions, particularly any special or unusual contract provisions.
 - (c) Technical requirements of the contract, if not already discussed as part of paragraph (a) above.
 - (d) Reporting requirements, if any. The contractor must understand the importance of any reports required under the contract and the necessity of submitting them in a timely manner.
 - (e) Applicable contract administration procedures, including delivery, inspection and acceptance of deliverables, contract monitoring and

progress measurement. The IT Administration Team can explain their respective functions during the term of the contract, and how they will be interacting with the contractor.

- (f) The rights and obligations of both parties and the contractor performance evaluation procedures. The Contract Administrator should explain that the contractor will be evaluated on performance and at the conclusion of the contract a report may be entered into the contract file, and that such information may be used during the selection process on future contracts.
 - (g) Invoicing requirements and payment procedures. Delivery, inspection and acceptance criteria as well as “three way matching” (as defined on page 11, C. Processing Invoices) invoice review should be addressed.
 - (h) Explanation of the limits of authority for the personnel of both parties and procedures for escalation.
5. Kickoff Meeting Memorandum. After the Kickoff meeting, the Contract Administrator should prepare a memorandum for the file detailing the items covered. It should include areas requiring resolution, a list of participants, and, in particular, those individuals assigned responsibilities for further action and the due dates for those actions. Copies of the memorandum should be distributed to all participants.

B. Contract Administration Plan. The objective of a Contract Administration Plan (“CAP”) is to ensure that all Agency personnel have a common understanding of both the contractor’s and agency’s respective obligations. The IT Administration Team will assign a Program Manager and require a detailed CAP for projects valued in excess of \$1,000,000. For smaller projects, a less formal CAP may be appropriate. Among the items that can be included in the CAP are:

- 1. Deliverables. Identification of all deliverables, milestones and due dates.
- 2. Contract Modifications. List of all modifications when issued.
- 3. Invoices. Summary of all invoices submitted and paid.
- 4. Option/Renewal Dates. List of all option/renewal dates and option/renewal notification dates.

III. Administration of the Contract During the Term.

A. Performance Monitoring. Monitoring the performance of a contractor allows the agency to: (a) ensure that the contractor is performing its duties in accordance with the contract; and (b) identify problems which may be developing. Understanding the Scope/Statement of Work is critical to performance monitoring.

1. Level of Monitoring. The level of monitoring necessary for a particular contract is determined by factors such as the nature and complexity of the work, the dollar value of the contract, the experience of the contractor and contractor's personnel, and the risks involved in performance.
2. Progress Reports. Some contracts require the contractor to submit periodic progress reports. Comparing these reports with the contract schedule shows whether or not the contractor is making progress in accordance with the terms of the contract. If the contract does not provide for periodic progress reports, the Contract Administrator should monitor the contract to ensure that sufficient progress is being made by the contractor. This may be accomplished by requesting a status from the contractor or a site visit to view the progress.
3. Resources. Agency personnel should be cognizant of the resources the contractor applies to the work required. Such resources should be used in accordance with the proposed levels in the contract.
4. Timeliness and Quality of Deliverables. Any delay in delivery or poor quality of products or services is an indication that the contractor may be experiencing problems. Prompt inquiry may avoid further delays or quality problems. Additionally, any delay or poor quality is an indication that stricter monitoring of the contract is warranted, e.g. once a delay has occurred, the Contract Administrator may wish to call the contractor prior to future scheduled deliveries to ensure there is no further slippage. Deliverables should be inspected as soon as they are received to assure that quality deficiencies are not present.
5. Audits, Review Meetings, Site Visits. More complex contracts may require audits, periodic review meetings, status reports and/or site visits to the contractor's facilities to ensure progress in accordance with the contract schedule. Review meetings can be used to review any reports provided and hold discussions with the contractor regarding the progress of the work. Site visits by the Contract Administrator or other members of the IT Administration Team are useful to verify actual performance against scheduled or reported

performance and ensure that the contractor is dedicating sufficient resources and appropriate personnel to the contract.

6. Monitoring by Outside Vendors. In some instances the obligation of monitoring a contractor's progress is assigned to another contractor (e.g., on a construction contract, the task of ensuring progress in accordance with the contract may be handled by the architectural firm that provided the plans for construction). For highly technical work, consultant subject matter experts (SMEs) may be employed to perform monitoring services independently or by Program Manager staff augmentation.

B. Delivery of Goods/Performance of Services.

1. Inspection. For goods contracts, the products delivered by the contractor should be inspected by the Program Manager upon receipt, and either accepted or rejected. For service contracts, inspection and acceptance may be upon the completion of stated tasks or timely achievement of service levels, milestones or events. The Program Manager should immediately notify the Contract Administrator of his/her acceptance or rejection of the goods and/or services.
2. Acceptance or Rejection of Goods or Services.
 - (a) Acceptance. Acceptance constitutes the acknowledgement that the goods or services conform with the quality and quantity requirements set forth in the contract.
 - (b) Rejection. If the goods or services do not meet the contract requirements, the Program Manager immediately should identify the deficiencies and advise the contractor and the Contract Administrator, in writing, of the deficiencies and the reasons for rejection so that remedial action can be taken. It is critical that all rejections be fully documented since these will be used to support any disapproval of invoices. Upon receipt of a rejection notice, the Contract Administrator should contact the contractor immediately to ascertain what corrective actions the contractor is taking to correct the deficiencies and assure that future deliveries/performance meet the contract requirements.
 - (c) Cure. If required by the contract, contractors must be given an opportunity to correct or replace nonconforming goods or services when that can be accomplished within the delivery schedule. Correction or replacement should be without additional cost to the Agency. Additionally, contractor performance should be well documented to provide a historical record that can be used in

making future contract evaluation/award decisions. In some instances, a formal “Cure Notice” process may be used for rejection of deliverables.

(d) Acceptance of Nonconforming Goods or Services.

Nonconforming goods or services may be accepted by the Program Manager when it is in the best interest of the Agency to do so. When considering whether or not to accept nonconforming goods or services, the Program Manager, with assistance from the Contract Administrator, should determine if the nonconformance adversely affects the satisfaction of a basic contract objective and whether or not the nonconformance merits an amendment to the contract to reflect an adjustment in the contract fees. In addition, the Program Manager should determine whether or not such nonconformance is a one-time exception or may apply throughout the term of the contract. However, Agency personnel should discourage the repeated tender of nonconforming goods or services.

3. Contract Milestones. If the contract requires the contractor to achieve certain milestones or events at stated intervals, the contractor’s performance may be subject to inspection and acceptance for the purposes of invoice approval or authorization to proceed to the next milestone.

C. Processing Invoices. Invoices should be reviewed by the Program Manager, Contract Administrator and Budget Officer prior to payment to ensure that the costs incurred by the contractor are in accordance with the contract payment terms and conditions and/or rate schedule.

1. Three Way Matching Process.

- (a) Program Manager Responsibilities. The Program Manager should review each invoice to ensure that the contractor is only billing for goods or services received by the Agency, and that the goods or services have been inspected and accepted.
- (b) Contract Administrator Responsibilities. The Contract Administrator is responsible for reviewing each invoice to ensure that it complies with the terms and conditions of the contract and that the payment does not exceed the contract limits.
- (c) Budget Officer Responsibilities. The Budget Officer also should ensure that the invoice is submitted in accordance with the contract payment terms and conditions and insure the cumulative total payments do not exceed contract limits.

2. Invoice Contents. At a minimum, each invoice should include the following information:

- (a) Contractor name, address, and I.D. number;
- (b) Contract number;
- (c) Agency name and address;
- (d) Item description and number;
- (e) Quantity, unit, unit price, and extension for each item;
- (f) Invoice total;
- (g) Discount, if applicable;
- (h) Date of order and shipping date;
- (i) Back order, if any, and shipping date.
- (j) Payment due date
- (k) Acceptable method(s) of payment
- (l) Electronic routing instructions and/or “Pay To” address

3. Over billing. If the Contract Administrator or Program Manager suspects that the invoiced amounts are excessive, an explanation should be requested from the contractor prior to approval of the invoice. Payment of any disputed amounts should be withheld pending Agency satisfaction and resolution of the billing dispute.

4. Withholding Payments. It may be necessary to withhold payments from contractors under certain circumstances as set forth in the final contract, which may include the following:

- (a) Material breach of the contract by the contractor;
- (b) Errors in the invoice;
- (c) Unsupported or undocumented costs;
- (d) Previous overpayments on the same contract;
- (e) Nonconforming or unacceptable performance;
- (f) Violation of federal or state laws, rules, regulations or policies.

D. Change Management. During the term of the contract it may be necessary to make minor administrative changes to the contract, such as a change of address, or substantive changes that affect terms such as price or delivery.

1. Administrative Changes. These are changes that are within the scope of the contract and do not affect or alter the rights of the parties. These changes are executed via written notice or an amendment. The Contract Administrator should provide copies of the notice and/or amendment to all affected departments. Examples of administrative changes include:
 - (a) Changes in billing instructions or address.
 - (b) Corrections of typographical errors not affecting the substance of the contract.
 - (c) Changes as permitted by the specific contract clauses.
 - (d) Changes in Agency personnel assigned to the contract.
2. Substantive Changes. These are contractual changes that affect the rights of the parties. Such changes require an amendment signed by both parties. Substantive changes may be made only if they are within the scope of the contract. ***An attorney must be engaged to review the determination of whether the requested change is within the scope of the contract and to draft any language changes.*** Examples of substantive changes include:
 - (a) Change in the price of the contract.
 - (b) Change in delivery schedule.
 - (c) Change in the quantity.
 - (d) Change or nature of deliverables, i.e., the specifications.
 - (e) Change of key personnel.
 - (f) Change of any terms and conditions.
 - (g) An extension of the contract not previously contemplated by the contract.
3. Constructive Changes. A contractor may claim that a contract was “constructively” changed if the Agency ordered work beyond the scope of the contract. The IT Administration Team should be vigilant

in avoiding such claims and *engage an attorney immediately if a contractor makes such claims*. To prevent claims of constructive change by the contractor, all personnel interacting with the contractor should be educated regarding the risks associated with improperly directing the contractor. Also, the contractor should be informed throughout the period of performance that it is NOT allowed to accept any changes to the contract unless the change has gone through the proper written change order procedure resulting in the issuance of a written contract amendment. Constructive changes may occur when Agency personnel:

- (a) Provide suggestions to a contractor.
- (b) Provide definitions to general contract terms.
- (c) Accelerate the delivery schedule.
- (d) Direct the work to be performed differently.
- (e) Change the sequencing of the work.
- (f) Delay the acceptance or rejection of deliverables.
- (g) Delay review of invoices and approval of payments.
- (h) Interfere with or hinder performance.

E. Dispute Resolution. The goal of the dispute resolution process is to resolve problems before they escalate. To meet this goal, it is imperative that Agency personnel respond promptly to all contractor inquiries. Following are suggested steps to take:

1. Identify the Problem. Many times what may appear to be a problem can be resolved by providing the contractor with information or clarification.
2. Research the Facts. The Contract Administrator should obtain all the information regarding the potential problem from all relevant sources, including the Project Manager and the contractor.
3. Evaluate the Facts and Documentation. The Contract Administrator should review all the facts in conjunction with the requirements and terms and conditions of the contract and any other appropriate documentation. The Contract Administrator should then confer with the Program Manager, other personnel and the budget, if necessary, to determine the appropriate course of action.

4. Effectively Communicate and Formalize the Process. The Contract Administrator should provide a written cure notice or otherwise document the steps taken to resolve the dispute.
5. Escalate. The Contract Administrator should refer the dispute to upper management and/or the legal department if he or she cannot resolve the dispute within a reasonable time or if circumstances warrant an escalation of the dispute.
6. Follow Up on Payment Adjustments. The Contract Administrator should take steps to ensure that the appropriate payment adjustments have been made following the resolution of the dispute.

IV. Administration of the Contract at Termination.

A. Termination at the End of Term/Expiration of the Contract. When all the deliverables have been met as required by the contract, and the agency does not require an extension or renewal of the contract, the contract automatically will expire at the end of the term and no further action or notification is required.

B. Termination for Convenience. A termination for convenience (no-fault termination), if permitted by the contract, allows the agency to terminate any contract, in whole or in part, at any time in its sole discretion. When an agency decides to terminate a contract for convenience, it should take the following steps:

1. Settlement. The Contract Administrator should notify the contractor in writing and inquire whether or not the contractor will accept a no-cost settlement (i.e., no payments to the contractor upon termination). If not, then the contractor will be paid for allowable costs incurred up to the date of termination. The Program Manager and Contract Administrator should agree on an amount due to the contractor. If the contractor disagrees with their determination, the Contract Administrator should attempt to negotiate a settlement. If no agreement can be reached, the Contract Administrator should make a determination of a fair and reasonable price. The Contract Administrator should then issue another notice to reflect the new contract price.
2. Notification. The written notice to the contractor must specify the extent (full or partial) of termination and the effective date. The agency should attempt to provide the contractor with as much notice as possible, but not less than thirty days notice. Following is a sample termination notice; *however, an attorney should be engaged to review*

the particular circumstances on a case-by-case basis and to draft a letter based on the specific situation.

“Pursuant to Section ____ of the Agreement (“Termination”), this contract is hereby terminated effective on [DATE]. You are directed to immediately stop all work, terminate subcontracts, and place no further orders.

In accordance with this Notice of Termination, you shall:

- i. Keep adequate records of your compliance with this notice, including the extent of completion on the date of this Termination;
- ii. Immediately notify all subcontractors and suppliers, if any, of this Notice of Termination;
- iii. Notify the (Agency) Contract Administrator, (Name), of any and all matters that may be adversely affected by this Termination; and
- iv. Take any other action required by the (Agency) Contract Administrator to expedite this Termination.”

C. Termination for Default. A contract may be terminated for default when the agency concludes that the contractor breached a material provision of the contract. In addition, the contract may enumerate specific events that constitute default. *An attorney should be engaged prior to terminating any contract for default.*

1. Not a Requirement. The agency is not required to terminate a contract even though the circumstances permit such action. The agency may determine that it is in its best interest to pursue other alternatives, e.g. extending the delivery/completion date and allowing the contractor to continue working, or working with the contractor’s surety to complete the outstanding work.
2. Last Resort. Termination for default should be used as a last resort and not as punishment. The purpose of a termination for default is essentially to protect the interests of the agency while obtaining the necessary goods or services.
3. Factors to Consider. Factors to consider prior to terminating for default:
 - (a) Whether the Agency has done everything in its power to assist the contractor in curing any deficiency.

- (b) The provisions of the contract and applicable regulations.
- (c) The specific contractual failure(s) and the reasons/excuses for the failures.
- (d) The urgency of the need for the contracted supplies or services.
- (e) The availability of the supplies or services from other sources, and the time required to obtain them (compared with the additional time the current contractor needs to complete the contract).
- (f) Availability of funds for costs to repurchase in the event such costs cannot be recovered from the delinquent contractor.

4. Procedures. Prior to terminating a contract for default, a written default notice should be sent to the contractor by certified or overnight mail. ***An attorney should be engaged to review the particular circumstances on a case-by-case basis and to draft a letter based on the specific situation.***

a. Cure Notice. When it has been determined that a termination for default is warranted, the Agency should notify the contractor in writing and allow a reasonable period, usually 10 days, to correct or cure the deficiency or violation. This notice is commonly known as a “Cure Notice.” Following is a sample Cure Notice:

“Pursuant to Section __ of the above-referenced Agreement and the terms of termination therein, the [Agency] is giving notice of the occurrence of an event of default. The event of default consists of [specify circumstances giving rise to default]. If said event of default is not cured within __ (__) days after the date of mailing of this notice, the [Agency] will terminate this Agreement for default under the terms and conditions of the Section __ of this contract, said termination to be effective on [DATE]. Please advise immediately in writing what corrective actions you are undertaking to address these deficiencies.”

b. 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 should be used. Following is a sample Show Cause Notice:

“Pursuant to Section __ of the above-referenced Agreement and the terms of termination therein, the [Agency] is giving notice of

the occurrence of an event of default. The event of default consists of [specify circumstances giving rise to default]. You are hereby directed to show cause, if any, within __ (__) days after the date of mailing of this notice, why this Agreement should not be terminated for default. If you do not present any facts bearing on this notice of default, in writing, within the time provided, the [Agency] will consider the default determination to be conclusive and will terminate this Agreement in accordance the terms and conditions of the Section __ of this Agreement, said termination to be effective on [DATE].

c. Notice of Termination. If the contractor fails to cure the situation or provide a satisfactory explanation as requested in the Show Cause Notice, the contract may be terminated. The Notice of Termination should contain the following information:

- (i) The contract number and date of contract;
- (ii) The effective date of the termination;
- (iii) Reference to the clause under which the contract is being terminated;
- (iv) A concise, accurate statement of the facts justifying the termination; and
- (v) A statement that the supplies or services being terminated may be re-procured and that the contractor will be held liable for any excess repurchasing costs.

V. Contract Closeout.

A. Contract Closeout Process. The purpose of the contract closeout process is to verify that both parties to the contract have fulfilled their contractual obligations and there are no responsibilities remaining.

B. When Contract is Completed. Before beginning the closeout process, the Contract Administrator should determine that the contractor has satisfactorily performed all required contractual obligations. A contract is completed and ready for closeout when:

1. All deliverables including reports have been delivered and accepted by the Agency;
2. Final payment has been made;

3. All Agency property (if applicable) has been returned;
4. Approval from the Program Manager (if applicable) has been received;
and
5. All issues have been resolved.

C. Closeout Responsibilities.

1. The Contract Administrator should:
 - a. Determine whether all payments to the contractor have been made;
 - b. Determine whether all administrative actions have been completed;
 - c. Ensure all issues have been resolved; and
 - d. Ensure that the official contract file contains all necessary documentation.
2. The Program Manager should:
 - a. Determine whether all deliverables, including reports, have been delivered and accepted;
 - b. Determine whether all Agency property, if any, has been returned;
 - c. File a contractor performance evaluation with the Contract Administrator;
 - d. Provide the Contract Administrator with the appropriate material from the Program Manager's file for inclusion in the official contract file; and
 - e. Official Contract File is retained by the Contract Administrator in the medium and for the duration prescribed by the OCGA and Agency policies of document retention.

VI. Questions. Questions concerning the processes and procedures outlined herein should be directed to the Governor's Office of Innovation and Technology.