

A.8: Contractor Delay Assessment Checklist

Before making a final decision that a delay is excusable, the COR must be certain that the contractor (1) had little or no control over the circumstances that caused the delay and (2) could not have taken any preemptive action to reduce the negative consequences of the delay. If the organization can prove these two assertions, then a Yes answer to any of the following questions means that the delay is probably excusable.

1. Was the delay caused by a labor strike?

If No, go to 2.

If Yes, did the contractor:

- File a charge with the appropriate labor relations board to seek injunctive relief in court?
- Use other available Government procedures or private boards or organizations in an attempt to settle or arbitrate disputes that caused the strike?

2. Was the delay caused by Government interference or disruption?

If No, go to 3.

If Yes, did the Government:

- Delay making payments because of the contractor?
- Deliver the GFP late?
- Fail to reply to a contractor request for clarification?
- Fail to disclose all facts applicable to performance?
- Cite or misrepresent conditions that were different from those portrayed?
- Experience scarcity of supplies because Defense Production Act priorities outranked commercial or nonrated orders?
- Delay issuing a required notice to proceed?
- Delay issuing changes?
- Delay performance by other Government contractors?
- Experience delays because of an interested party protesting the contract award?
- Delay making the site available?
- Delay providing funding?
- Delay inspection or acceptance?
- Delay because of defective or ambiguous specifications?
- Delay granting approvals?

Appendix A
COR Checklists

	<p>3. Was the delay caused by a subcontractor? If No, go to 4. The answer is No if either of the following occurred: Did a dispute between the subcontractor and the prime contractor cause the delay? Were subcontracted products or services available from other sources in time for the prime contractor to complete performance?</p>
	<p>4. Was the delay caused by any other occurrence that is specifically characterized in the Default or Excusable Delays clause (or other clauses) as generally excusable? If No, go to 5. If Yes, was the delay caused by: Acts of the Government in either its sovereign or contractual capacity? Acts of God or a public enemy? Fire? Flood? Unusually severe weather? Epidemics? Quarantine restrictions? Labor disputes resulting in strikes? Freight embargoes? Common carrier delays?</p>
	<p>5. Was the delay caused by other circumstances not previously mentioned? If Yes, did the contractor: Not cause the delay? Not have any control over the circumstances that caused delay?</p>