

Brief Summary of Government Contract Changes

1. Contracts for non-commercial items may be modified by use of a **change order**, which is a *unilateral* order signed by the contracting officer, under the authority granted by the *Changes* clause of the contract, directing the contractor to make changes.
 - If the change order causes an increase or decrease in the cost of, or time required for, performance of any part of the work under the contract, the contracting officer is obligated to make an equitable adjustment in the contract price, the delivery schedule, or both.
 - The contractor should be prepared to prompt the adjustment by making a formal “request for an equitable adjustment.”
2. **Administrative changes** are unilateral changes that do not affect the substantive rights of the parties.
 - Administrative changes are used to make minor changes such as a change in the paying office or the name of the contracting officer.
3. Based on factors like deadlines and urgency of need, a contracting officer may need to issue an **out-of-scope modification**. This can occur if the Government requires an increase or decrease in the scope of work beyond what is contained in the statement of work, and which will result in a change to the cost of the contract.
 - In such cases, the modification should be treated as *bilateral* and must be agreed to and signed by both the Government and the contractor.

Further, the contracting officer is obligated to justify the use of a sole source (FAR 6.302-1) and follow the synopsis requirements of FAR 5.201. An example of a form used to issue modifications is the Standard Form (SF) 30.