



Gregory L Fordham

Certified Public Accountant (Virginia)
Certified Internal Auditor
Certified Computer Examiner
Microsoft Certified Professional
Security Plus Certified
Certified Live Investigator
Certified Steganography Investigator

Experience

Over 30 years experience in federal contracting covering the full spectrum of pre-award and post award contract administration issues for large and small contractors alike delivering ingenious solutions on risk management and revenue maximization issues like:

- Successfully settling contract changes & terminations at higher than client expected values;
- Favorably resolving customer allegations of non-compliance.
- Maximizing cost recovery including defending cost practices for allowability and allocability;
- Optimize cost recovery for revenue maximization;
- Setting pricing strategy and competitiveness;
- Customer relation enhancement;
- Due diligence of merger/acquisition candidates as well as their integration within an organization;
- Improving procedural effectiveness & efficiency;
- Accurately interpreting contract requirements to minimize risk and maximize revenue.

Claims, Terminations & Compliance Matters

Disputes related to constructive contract changes, contracts terminated for convenience, and alleged FAR non-compliance matters happen in a wide variety of situations for federal government contractors.

Resolving these issues and reaching a settlement can be difficult, however. The technical nature of procurement rules, regulations, and cost principles ensures that the parties must go great distances before they can meet in the middle.

Since the government typically distorts or misstates the regulatory and contractual requirements, the contractor must shoulder a greater burden, if the matter is to be resolved without wasteful litigation. Let us help you when it really matters.

Preparation and Settlement of Request for Equitable Adjustments (REA) Proposal for Constructive Contract Changes

- Additive or deductive changes in contract requirements
- Defective specifications
- Differing site conditions
- Excessive inspection
- Differences in contract interpretation
- Delinquent government furnished property or information
- Acceleration of performance or delivery schedule
- Performance Delays & Disruptions
- Analysis & settlement of subcontractor claims
- REA Preparation, Negotiation & Settlement

Preparation and Settlement of Termination Settlement Proposals

- Complete or Partial termination of fixed price, cost type, or commercial item contracts
- Analysis and settlement of subcontractor termination settlements
- Termination Preparation, Negotiation & settlement

Resolution of FAR Compliance Matters

- FAR 31 Cost Allowability
- Cost Accounting Standards (CAS) Allocability
- CAS Disclosure Statements and Cost Impact Proposals
- Indirect cost proposals and Forward Pricing
- DCAA Audit finding resolution
- Cost or Pricing Data and Defective Pricing
- Business Systems Compliance for
 - Estimating
 - Accounting
 - Billing
 - Manufacturing

SYNOPSIS OF SELECTED EXEMPLARY PROJECTS

- In a nationwide search the US Department of Justice selected Fordham as the computer forensic expert in opposition of a national firm working with one of the nation's top litigation firms that was representing the defendant. Fordham's work and analysis, of more than 100 million fills and refills, including the development of custom software analysis tools, were instrumental in the government reaching a \$150 million settlement in a False Claims Act recovery.
- Fordham's unique solution regarding the terminated contract of a top 10 defense contractor was selected over the proposals of a national consulting firm and two DC law firms specializing in government contracts. Fordham was able to negotiate a multi-million dollar settlement for the client that was more than 10 times what they had quantified for themselves.
- Fordham rejuvenated the differing site condition claim and request for a Contracting Officer's final decision on a significant construction development project into a Request for Equitable Adjustment and settled the REA for substantially more than the client had initially claimed for themselves despite the government's aggressive efforts to characterize the amounts claimed as overstated, unallowable or unsupported,
- Fordham was asked by a large Fortune 500 manufacturer to review a hardware contract that was cancelled after award of the basic quantity without any exercise of subsequent options. While there was no entitlement for the unexercised options Fordham recognized that there was extensive entitlement to additional funds for other reasons. Fordham negotiated a settlement in excess of \$20 million which was about twice the original contract value. Along the way Fordham had to overcome the defenses claimed by the customer's purchasing and contracts personnel, as well as in-house counsel and outside counsel.
- A first tier subcontractor received a multi-million dollar, Not-to-Exceed (NTE) contract to manufacture certain hardware pending final negotiation of a fixed price contract, which did not occur until after the work was complete. Fordham successfully rebutted customer claims that under applicable cost principles and procedures the allowable amount of costs were only half of the NTE value. As a result, the final negotiated fixed price contract was for the full value of the NTE price.
- A large business contractor performing fully CAS covered contracts reorganized and merged the business unit performing fully CAS covered contracts with other existing segments as well as newly acquired segments. Fordham developed the post reorganization and merger cost structure in a fashion that would maximize cost justified revenue and prevent cost associated with cost justified government operations from being misallocated to segments performing commercial business contracts or other segments performing government type business that were more commercial price justified. The CAS Disclosure Statement including various home office Disclosure Statement portions with associated cost impact proposal were submitted and settled without cost impact.
- A proposal by a top 10 defense contractor contained questioned costs as a result of a CAS 401 noncompliance. The allegation stalled progress on proposal negotiations until the increased costs were removed. After several months without resolution we were consulted. Fordham recognized the issue as an estimating technique and not a cost accounting practice. As such the contractor's quantification method was not a CAS 401 violation. Fordham prepared an opinion with relevant citations and justifications explaining why the methodology was an estimating technique and not a cost accounting practice. The opinion was presented to the Contracting Officer and the auditor. The questioned costs were withdrawn and negotiations moved forward.
- In defending against a \$60 million construction claim involving an EPA Superfund cleanup site, Fordham devised a means to use the Plaintiff's own ESI claims data to perform a 100 percent audit of their claim quantification. As a result of Fordham's computerized audit work, the Plaintiff's claim was reduced from 60 to 20 million dollars before consideration of liability and causation issues. The Plaintiff's claim was settled for less than \$20 million.