

348



UNITED STATES GENERAL ACCOUNTING OFFICE  
WASHINGTON, D.C. 20548

LOGISTICS AND COMMUNICATIONS  
DIVISION

JAN 24 1978

*RESTRICTED*

B-161487

The Honorable Dale Bumpers  
United States Senate

RELEASED



LM106106

Dear Senator Bumpers:

As requested in your letter of September 19, 1977, we have followed up the matter involving alleged deficiencies on a painting contract at Fort Chaffee, Arkansas, as discussed in our earlier letter to you dated September 6, 1977.

Our follow-up work revealed that the Army and the contractor have reached a proposed settlement whereby the contractor has agreed to correct certain deficiencies identified by the Army. Upon correction the Army has agreed to release approximately \$15,000 which has been withheld on the contract. Both parties have agreed not to file any further claims concerning the contract and the matter is considered to be closed.

Army personnel were remiss in discharging some of their responsibilities:

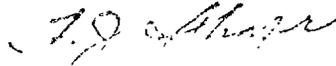
1. They failed to properly and timely test paint samples to assure that paint was of acceptable quality and met specifications.
2. The specifications in the contract are subject to several interpretations; neither the contracting officer's representatives nor the contracting officer have specifically stated in writing to the contractor what is required in the poorly worded areas of the contract.
3. Inspectors did not adequately document instances where the contractor failed to comply with terms of the contract.

In view of the above, we do not feel any further work on this particular incident would be beneficial.

LCD-78-307

As staffing becomes available in the future, we may initiate work to determine if similar problems exist at other Department of Defense installations.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "F. J. Shafer".

F. J. Shafer  
Director