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Private Sector Defense Contractor Management Strategies for Contract Fulfillment

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Walden University

College of Management and Technology

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Rachel Stallworth

has been found to be complete and satisfactory in all respects,
and that any and all revisions required by
the review committee have been made.

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Walden University
2018

Abstract

Private Sector Defense Contractor Management Strategies for Contract Fulfillment

by

Rachel Stallworth

MS, Columbia Southern University, 2014

BS, University of West Florida, 2012

Doctoral Study Submitted in Partial Fulfillment

of the Requirements for the Degree of

Doctor of Business Administration

Walden University

June 2018

Abstract

Private sector U.S. defense contractors failing to meet contract objectives experience lower profitability, pay costly penalties, and risk survivability. Using the theory of contracts, the purpose of this multiple case study was to explore strategies that some leaders of U.S. defense contracting businesses use to meet all the contract terms with the U.S. Department of Defense. Data were collected from 5 leaders of private sector defense contracting companies in northwest Florida through face-to-face, semistructured interviews and through a review of operations manuals, quality assurance policy manuals, and archived U.S. Department of Defense contracts. During data analysis using Yin's 5-step process of compiling, disassembling, reassembling, interpreting, and concluding the data, 4 themes on strategies emerged: (a) communication strategy for successful completion of contracts, (b) technology strategy to monitor contract compliance, (c) training strategy for program managers, and (d) subcontractor selection strategy. The findings indicated that communication among all contract parties was an essential component of each of the 4 themes. Computerizing the contracting workflow to monitor compliance efforts, training program managers for effective oversight of contract compliance, and selecting subcontractors were vital elements of the strategies private sector defense contractors used to meet all the terms and conditions of U.S. Department of Defense contracts. The implications for positive social change include the potential for private sector defense contractors to improve the strength of the defense of the northwest Florida community, lower unemployment, and provide a safer environment for humanity.

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Dedication

Primarily, and always, I thank God for giving me the wisdom, perseverance, and purpose to complete this rigorous journey. Second, I dedicate the pursuit of this degree to my husband Pastor Edwin Stallworth, my son RoRee, my daughter Samantha, stepdaughter Arraye, and to all my family and friends who have encouraged and supported me in this journey. I appreciate and treasure your love, compassion, and faith in me. The doctoral pursuit compelled me forward to my highest intellectual potential. When my intelligence soared, my inborn purpose roared. I could not have accomplished such a strategic mission by myself. Thank you all for being my strength.

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Section 1: Foundation of the Study

Private sector defense contracting is an essential part of the U.S. Department of Defense's (DoD) success (Kidalov, 2013; Special Inspector General for Afghanistan Reconstruction [SIGAR], 2015). To ensure the continued success, various DoD agencies participate in outsourcing the contracting of goods and services. Defense contracting services are necessary to achieve program objectives set by the U.S. Congress, the DoD, or the executive branch of the United States. Private sector U.S. defense contractors failing to meet contract objectives experience lower profitability, pay costly penalties, and risk survivability (Government Accountability Office [GAO], 2014; Rendon & Rendon 2016). The Project on Government Oversight (POGO, 2014) indicated instances of misconduct and contract term violations within 80 of the top 100 government defense contractors. Eighty percent of the private sector defense contractors commit numerous contract violations (Federal Acquisitions Regulations [FAR], 2014), paying fines and settlements exceeding \$41 billion from 2007-2013 (POGO, 2014). Valero (2015) claimed misconduct violations resulted in the U.S. government pursuing fines, terminations of contracts, debarment, suspension, imprisonment, or a combination of these penalties to curtail future violations. Contractor, subcontractor, and risk management strategies are essential aspects of successful contract fulfillment (Kidalov, 2013). Because of the high rate of contract violations by U.S. private sector defense contractors, additional research to explore effective strategies that defense contractors use to meet the terms of DoD contracts might help leaders in the defense contracting industry improve profitability and survivability of their companies.

Background of the Problem

The DoD appropriates billions of dollars to private sector contractors each year (Isenberg, 2012; SIGAR, 2014). Officials within the DoD noted that contract term violations are recurring and costly problems (SIGAR, 2014). Private sector U.S. defense contractors experience reduced profitability, engage in costly litigation, pay penalties, receive reduced consideration for future DoD work, and risk the survivability of their businesses when they fail to perform all the terms and conditions of DoD contracts (Rendon & Rendon, 2016). POGO (2014) indicated instances of misconduct and contract term violations within 80 of the top 100 government defense contractors. Eighty percent of the defense contractors experienced multiple contract violations (FAR, 2014), paying fines and settlements exceeding \$41 billion from 2007-2013 (POGO, 2014). Valero (2015) argued misconduct violations result in the U.S. government pursuing fines, terminations of contracts, debarment, suspension, imprisonment, or a combination of these penalties to curtail future violations.

Contractor, subcontractor, and risk management strategies are essential aspects of successful contract fulfillment (Kidalov, 2013). Schwartz and Scott (2003) noted that reoccurring contract violations cause irretrievable losses to private sector defense contractors. The need for additional research exists regarding how private sector defense contractors avoid violating the terms of DoD contracts (Rendon & Rendon, 2016). Bradshaw and Su (2013) noted a need for future research to expose effective processes to improve communication between the DoD contracting officials and private sector contractors to reduce contract violations and improve contract performance rates. New

research regarding meeting the contract terms with the DoD might assist some private sector defense contractors in implementing effective communication strategies to improve profitability and value (Ye, Jha, & Desouza, 2015). With the background of the problem provided, the focus now shifts to the problem statement.

Problem Statement

Private sector U.S. defense contractors failing to meet contract objectives experience lower profitability, pay costly penalties, and risk survivability (GAO, 2014; Rendon & Rendon 2016). The DoD Contracting Office noted that 80% of private sector defense contractors had multiple contract violations (FAR, 2015). The general business problem was some private sector U.S. defense contractors lack strategies to prevent lower profitability because of failing to fulfill the terms of their contract with the DoD. The specific business problem was some leaders of U.S. private sector defense contracting businesses lack strategies to meet all the contract terms with the DoD.

Purpose Statement

The purpose of this qualitative multiple case study was to explore strategies some leaders of U.S. private sector defense contracting businesses use to meet all the contract terms with the DoD. The targeted population was leaders of five private sector U.S. defense contracting business located in northwest Florida. I chose these leaders because they have successfully implemented strategies to meet all the contract terms with the DoD. The implications for social change potentially include a stronger national defense of the United States, a safer society, lower employee attrition, and increased

worth, dignity, and development of individuals and organizations within the local communities because of improved economic and job stability.

Nature of the Study

The three research methods are qualitative, quantitative, and mixed method (Yin, 2014). I selected the qualitative method to use open-ended questions. Qualitative researchers use open-ended questions to discover what is occurring or has occurred (Yin, 2015). Researchers use the qualitative method to gain an in-depth understanding of a phenomenon as well as the principal meaning of phenomena (Yin, 2015). The qualitative method was appropriate because I explored strategies leaders used which helped me gain an in-depth understanding of a phenomenon. Quantitative researchers use closed-ended questions to test hypotheses about the relationships or differences among variables (Green & Salkind, 2014; Yin, 2015). Mixed-method researchers use both qualitative and quantitative elements to conduct exploratory and confirmatory inquiry (Venkatesh, Brown, & Bala, 2013; Yin, 2014). I did not test a hypothesis or conduct confirmatory research; therefore, a quantitative or mixed method was not an appropriate method.

I considered four research designs: (a) ethnography, (b) narrative inquiry, (c) phenomenology, and (d) case study. Ethnographers probe social problems as a part of the group to understand unfamiliar cultures (Brown, 2014). I did not explore cultural issues within a group; therefore, an ethnography was not an appropriate design. The design of narrative inquiry provides accounts of field events, storytelling, photos, or journals of life experiences (Yin, 2014). I did not use a narrative inquiry design because I did not use field events or life stories as data for exploring a phenomenon. Phenomenological

researchers seek to identify and explore the meanings of the lived experiences of a phenomenon (Kahlke, 2014). I did not seek the lived experiences of the participants; therefore, a phenomenology was not a suitable design. Yin (2015) noted the appropriateness of a case study design regarding exploring a specific, complex, and bounded phenomenon with its real-world context. A case study was suitable for this proposed study because the design facilitated my exploration of a specific and complex phenomenon within its real-world setting.

Research Question

What strategies do some leaders of private sector U.S. defense contracting business use to meet all the contract terms with the DoD?

Interview Questions

Q1. What strategies did you use to meet contract terms and conditions with the DoD?

Q2. What strategies did you use to inspire and motivate employee completion of DoD contract agreements?

Q3. How did you assure timely completion and specification of DoD contract obligations?

Q4. What processes or procedures did you use to monitor DoD contract compliance?

Q5. How did you assess the effectiveness of your strategies for monitoring contract compliance?

Q6. What other information would you like to share regarding strategies used to fulfill the terms within DoD contracts?

Conceptual Framework

The theory of contracts, pioneered by Holmes (1897), and latter work of Schwartz (2000) regarding contract theory and theories of contract regulations were the theories for the conceptual framework for this proposed study. Holmes put forth the premise that although the term contract infers a meeting of minds, a legally binding contract holds no such meaning in that either party to the contract remains bound by the exacting terms regardless of how one or more of the parties interpreted the meaning of the contract terms. Formal written contracts signed by parties of legal capacity remain enforceable under the law (Holmes, 1897). Schwartz (2000), building on Holmes' theory of contracts, noted five key contract tenets: (a) enforcement clauses; (b) verifiable contract vocabulary; (c) interpretation agreements; (d) default clauses; and (e) regulatory clauses of the contract process. Successful completion of a contract requires proper regulation of the contract before, during, and after entering the formal agreement (Schwartz, 2000). All contract parties must fully understand the contract vocabulary, the enforcement terms, and the process that ensues to regulate complete contract fulfilment or risk paying the penalty for default (Schwartz, 2000). The theory of contracts aligned with the objective of this study because leaders of U.S. private sector defense contracting firms must use effective strategies to recognize and understand the exacting terms within a DoD contract to meet the contract terms.

Operational Definitions

Contract administration: Contract administration is the formal governance of the contract, and includes such tasks as contract maintenance and change control, charges

and cost monitoring, ordering and payment procedures, management reporting, and handles the formal governance of the contract and changes to the contract documentation (FAR, 2014a).

Contractor Performance Assessment Reporting System (CPARS): Contractor performance is an evaluating tool used for government-wide past performance reporting, mandatory for all government contracts (FAR, 2014a).

Government wide point of entry (GPE): GPE is the single point in which the government publically synopsis business opportunities exceeding \$25,000. As a public website site, the GPE offers access to any interested companies or individuals (FAR, 2014b).

Private sector: The National Council for Public-Private Partnerships (NCPPT) identified the private sector as an organization controlled by individuals for profit not owned and operated by the U.S. government (The National Council for Public-Private Partnerships [NCPPT], 2014).

Assumptions, Limitations, and Delimitations

Assumptions

Assumptions are reasonable expectations presumed to be true, yet beyond the researcher's control regarding verification of accuracy (Marshall & Rossman, 2016). I assumed the five leaders honestly and accurately answered the interview and follow up questions. I assumed the participants possessed the expert knowledge necessary to answer to central research question. When I reviewed pertinent company documents

from the five private sector defense contracting companies, I assumed the documents were up-to-date, accurate, and complete.

Limitations

Limitations are uncontrollable probable weaknesses that can disrupt the results of a research study (Marshall & Rossman, 2016). The short-term timespan of the study was a limitation. Another limitation was the credibility of interview data collected. I relied on knowledge, experiences, and opinions of leaders of five private sector defense contracting businesses and they might not reflect the views of leaders within the broader population of private sector defense contract leaders. The sample population was restricted to contractors from northwest Florida. This was another limitation because it limited the scope and boundaries of this study, and could impact the transferability of the findings to other settings. The final limitation was that I relied on the honesty of potential participants as well as the accuracy of supporting documents to identify leaders in the defense contracting industry who have successfully implemented strategies to meet all the terms of a DoD contract.

Delimitations

Delimitations included the scope and boundaries originating from chosen objectives to control the scope and projected boundaries of the study (Marshall & Rossman, 2016). The geographical area of the Northwest Florida panhandle limited the scope of the study. The sample population of leaders in five private sector defense contractor businesses was also a delimitation. The participant inclusion criteria of leaders who successfully implemented strategies to meet DoD contract terms further

limited the scope of this study. Another delimitation focusing the research question specifically on strategies leaders use to meet all the contract terms with the DoD. Therefore, I did not address other contracting issues that might affect leaders in the defense contracting industry.

Significance of the Study

Minimizing or eliminating contract violations through effective strategy implementation potentially improves profitability and survivability of contracting firms. By exposing contract fulfillment strategies used by successful leaders, the findings from this study may be of value to business leaders and society. Value lies within the ability of business leaders to implement effective contract processes and internal controls to fulfill the exacting terms of a formalized contract (Rendon & Rendon, 2016), and to remain profitable.

Contribution to Business Practice

The contributions to business practices include increased profitability, lower exposure to fines related to contract violations, lower litigation expenses regarding contract disputes, and improved financial stability of the contracting firm. Providing private sector defense contractors with an increased recognition of existing strategies to support successful contract fulfillment potential can lead to improved business practices, implementation of effective internal controls, and reductions in costs. Marion and Gonzales (2013) noted that an element of successful contract fulfillment is an incisive understanding the terms of a contract. A contribution to business practice consists of providing business leaders with understanding of the benefits of recognizing

and understanding the contract specifications and terms of fulfillment. Utilizing effective strategies can result in contractors obtaining additional revenue through additional contracts, improved productivity, and meeting the DoD's strategic objectives.

Implications for Social Change

The implications for social change include the potential for improved strength of the defense of the northwest Florida community, lower unemployment, and a safer environment for humanity. Successful contractors provide economic growth and promote expansion in the private sector defense contracting industry. Successful and expanding businesses require additional employees, which leads to improved employment rates and greater economic stability with communities. Greater economic growth and job stability might increase the worth, dignity, and development of individuals and organizations within the local communities. Private sector DoD contractors who fulfill the terms of the contract contribute to a stronger DoD within the United States and may promote a safer local society (Rendon & Rendon, 2015).

A Review of the Professional and Academic Literature

The objective of this literature review was to provide a better understanding of the history of defense contracting, interrelated theories, and a critical analysis of the existing body of literature. The purpose of this qualitative multiple case study was to explore strategies some leaders of U.S. private sector defense contracting businesses use to meet all the contract terms with the DoD. Insignificant amounts of literature existed on the topic of strategies that private sector defense contractor leaders use in contract regulation to meet all contract term agreements. A literature review should include research within 5

years of publication. Walden University recommends that 85% of the sources be peer-reviewed as well as published within the 5 years preceding the respective study. The study contains 256 sources; 90% of the sources were published within 5 years of the publication of this study; 86% of the sources are peer-reviewed journal articles; 197 sources are unique to literature review.

The literature search strategy included a search in all Walden University Library online databases to include Thoreau Multiple Database Search, Business Files, JSTOR, ProQuest, Sage, and all EBSCOhost databases. The authentication of peer-reviewed literature occurred using Ulrich's Serials Analysis Systems website. The keywords used for the search on contract terms and agreements included *Contract administration*, *Contractor Performance Assessment Reporting System*, *Government wide point of entry*, *North American Industry Classification System*, and *Private sector*. The literature review commences with the theory of contracts for a better understanding of contracts as related to contract terms and agreements that serve as a background for research. I will provide an overview summarizing the primary principles related contracts through a conceptual lens and research on exploration of strategies U.S. private sector defense contractors use to meet all the contract terms with the DoD. Herbert and Rothwell (2013) disclosed decreasing violations in contracting is critical. Through my review, I found that mitigating contract agreement violations was a major concern. The basis for the conceptual framework for this study was Holmes (1897) theory of contracts and Schwartz (2000) theories of contract regulations. Building on Holmes' theory of contracts, I noted five key contract tenets to explore.

The Theory of Contracts

Contract theorists study how individuals and organizations develop legal agreements in situations with uncertain stipulations, unknown factors, and information asymmetry. Contract theory was relevant to the research topic because contract theory applies to strategies that contractors use in term negotiations between a principal and one or more businesses, and contracts created by a sole proprietary or organization to specify details of multiple parties contract term agreements, such as private sector defense contractors and the DoD.

Private sector contracting is the foundation for an enormous portion of DoD business operations because of the prerequisite for skilled workers. In these situations, a contract becomes a principal element of the designing contract agreements and building trustworthiness within defense contracting. Holmes (1897) pioneered the theory of contracts. Holmes traced the same advancement of liability standards in both tort and criminal law, which he saw had both started with standards of personal moral blameworthiness, based on the passion for revenge. In 1897, Holmes argued the making of a contract depends not on the agreement of two people in one objective, but on the concept that both parties agreed to the same concept in every minute detail. Howlett and Migone (2013) noted the DoD contracting industry's ability to rule government contracting guidelines invites contract breaches and other misconduct.

Private sector defense contractors are a popular topic in media, and are becoming increasingly studied in scholarly books and articles. The scholarly books and articles made significant contributions to the understanding of this phenomenon. Bruneau (2013)

noted several impediments to explore in contract management that must be acknowledge and overcome if DoD defense contracting is to be improved. The increasing practice of private sector defense contractors in DoD has concerned scholarly researchers because of defense contractors' disparaging outcomes on U.S. democracy (Cusumano, 2016; Siltala, 2013). Kelly (2000) noted by the time Oliver Wendell Holmes started to prepare his lectures on contract for his Common Law lecture series, Holmes accomplished a significant portion of the task to present a general view of the common law contracts. Holmes elaborated a general theory that law evolved from purely subjective liability standards through a combination of subjective and objective standards to, eventually, purely objective standards (Kelly, 2000).

Holmes (1897) noted two theories to develop a unified theory of tort and criminal liability, reworking prior articles about tort liability, and adding a new treatment of criminal law. Holmes elaborated a coherent theory of contracts consistent with his previously developed theories. To grasp how contracts function today, the understanding of Holmes's theory of contracts is core. Although, Holmes gave his three lectures on contract theory in the early 19th century, Never and de Leon (2014) opposed Holmes' theory, noting applicable research from the contractor's perspective was presented by a theorist who explored contracting for human services based on the influence of the contractor rather than the DoD. The contractor bore the burden to moderate their financial or human capital (Never & de Leon, 2014). If individuals are to understand fully the theory set forth in Holmes lectures, one must recover the historic context. Holmes attempted to avoid biases and influences on his thought, and his writing is complex.

Never and de Leon argued an interactive contracting theory involved viewing the result from the reliance pragmatic framework. A firm may use proficient tracking in balance even when the surplus link with capable sourcing is not present, this back shoring strategy can be beneficial to all organizations (Wu & Zhang, 2014).

Kelly (2000) and Perillo (2000) noted the relevant historic context for any theorist includes at least two elements: what the theorist brings to the scene, the theorist's philosophical and methodological assurances, and their overarching theoretical agenda and stakeholders. The contemporary theorists whose works still exist present obstacles or provide aid. Historic, ethical business transactions have reformed the dynamics and structure of agreements in ethical decision making (Fyke & Buzzanell, 2013). Takemura (2014) insisted often the decision making activity involved aspects to particular conditions that can be unpretentious or complex in description, requiring various measures to make decisions. Consistent with this theory of common law development, Holmes's general theory of civil and criminal liability was evolutionary. Short-term and long-term decisions were forthcoming, investigated scenarios, and assessed external and internal scenes in new improbabilities citations (Cruz & Marques, 2013; Klingebiel & De Meyer, 2013). Holmes (1897) traced the same progression of liability standards in both tort and criminal law, which he saw had both started with standards of personal moral blameworthiness, based on the passion for revenge. Retaining the language of morals, malice, intent, and negligence, the law evolved into a general, external standard of what would be morally blameworthy in the average member of the community.

According to Holmes (1987), the first step in a party's blaming game was to bring

awareness to the principal role of the attorney as the analyst of what judges will do as standard interpretation. The second step was the assertion that the prediction of judges constituted the law, which he termed *quantum interpretation*. Holmes's first step was so radical that his audience unwillingly accepted his process. Dimitri (2013) argued managing contract agreements affect contract negotiations, and final award determinations include many factors, such as considering the structure and results throughout the contract life cycle. Since 1897, lawyers, judges, scholars, and the public viewed law as a concept that exists in the present time when people make decisions that influenced the substance of preexisting law (Kelly, 2000).

Ferreira, Manso, and Silva (2014) commented that the private and public sector vary in rationales, because of different environments or context. Limited research exists on associations in a complex DoD environment and a private sector collaborative approach to overcoming partnership barriers (Jiahuan, 2013). Bruneau (2013) noted that DoD material was available to minimize impediments and offers a structure to make logical sense of collaborative efforts. Because of contracting services being conditional on contract agreements, the complexities of awarding and managing contracts must be understandable to reform the process of contracting certain task.

The law does not exist in the present; the laws only come into existence in the future when leaders of courts issue their rulings after people have made their decisions (Holmes, 1897). Perillo (2000) noted that the process took two decades for the standard interpretation of Holmes to subjugate the law school world. Ito and Zylbersztajn (2016) found failures in contract term agreements noting that the development of defense

contract terms agreements has received trivial concentration in literature because economist believed that terms are competitive as strategy to increase value. Ito and Zylbersztajn analyzed contract terms selection in the presence of positive measurement costs as well as contractual failures and found gaps in contract terms agreements to influence assets rights allocation. In other words, contract authority is the exploitation of contractual gaps, or the failure of contractual agreements that strategically cause a contract to be incomplete. Erbel (2017) found the existing surge of defense contracting, a constant gap relating to strategic objectives and DoD resources. The challenge to reconcile culminations and strategies is a core driver of military contracting globally (Zakheim, 2014). Legal realism core idea was that if making insights of judicial decisions is the game attorneys play, this idea is the professional duty of law institutes to teach future lawyers how to play the sport better to improve their odds of winning. Dickinson (2013) argued that oversight is the most essential part of prevention because the foundation for accountability and prosecution. The point of making a contract is to manage risks by constructing a legal future that parties carry out regardless of what society relates in the future (Barton, 2015).

Nothing exists to prevent judges from the influenced of nonlegal or extra-legal ideas, Holmes (1987) knew that his audience might misinterpret his theory: therefore, Holmes introduced the *bad man* example to underline his perspective, the prediction itself that constitutes the law. The purpose of the law is to influence people's decisions to channel the decisions in certain directions and away from other directions (Kelly 2000). People make their decisions in the present, even though they intend to act in the

future. If the law is to influence people's decisions, the law must operate in the present, in the colloquialism. The content of the law in the present is a prediction of what courts will decide in the future. Savikhin and Sheremeta (2013) assumed that constant competitive situations cause decision makers to be more action oriented and observant to augmented risks than those of the public sector. An allegedly applicable rule of law in the present is the probability of being affirm by a court in the future. Holmes based his decisions in probabilities.

Enforcement clauses. Enforcement is specific when the state orders a party to perform the task or to make the transfer that the contract directs (Schwartz, 2000). Enforcement, value, and quality of defense contracts are of concern to both public and private sector clients (Schwartz, 2000). Enforcement also can be by a damage sanction, as when the breaching party is required to pay to their contract partner the profit that the partner would have earned had the contract been negotiated (Holmes, 1897).

Verifiable contract vocabulary. Holmes (1897) concluded that the state should enforce contracts, supply vocabularies useful to write contracts and supply default modes of economic organization, such as a corporate or bankruptcy code. With this disclaimer and beginning with substance, the state appears to do well regarding enforcing contracts, regulating the contracting process for fraud and duress, supplying parties with common vocabularies to use when writing contracts, and supplying parties with governance modes for the conduct of transactions or the resolution of disputes.

In supplying of contracting vocabularies to courts and legislatures, Holmes (1987) noted that a statute cannot define every word or phrase that parties into the indefinite

future may use in the contracts they will write. Courts must give legal effect to the words in a contract; and the definitions they develop in the course of doing so was upheld to specify the legally operative meanings when the same words appear in later contracts (Schwartz, 2000). Courts necessarily play a residual role in supplying contracting vocabularies, even when the legislature has enacted a vocabulary itself (Holmes, 1897). Additionally, a party who would be disenchanted in the negotiation if the contract was enforced by claiming that the parties negotiated a different agreement that they believed the words they used to have a meaning particular to contractor. Pitsis, Haley, and Van Slyke (2015) disclosed a disconnect between those that strategized, contracted, and negotiated in practice and the scholars versed in theory and methods that made sense of and advanced knowledge in this domain. Contracting and negotiation has become core to organizational and interorganizational relationships, irrespective of sector or industry, and of national or international boundaries (Pitsis et al., 2015). Contractor networking endeavors set the standard for how the management of associations occurs (Cummins, 2015; Schullery, 2013). Cummins (2015) argued that no unified and comprehensive interpretive theory of contracts exists, and is not possible combine the extant theories to make much theoretical sense of the law. Legislatures should also supply vocabularies and create default modes of economic organization. At this early stage in understanding of the issues in contract terms and agreements, these are the most defensible tasks and institutional roles possible to do and to play.

Interpretation agreements. Contract language must be susceptible to interpretation by more than one party. Contract terms are controlling when the firm

establish the parties' common meaning so that a reasonable person in the position of either party would have expectations consistent with the contract language (Coudert, 2013). If particular parties meant by the phrase POB, Seller's place of business, that the buyer was to bear the expense of shipping the goods, but not the risk of their damage in transit, then on this interpretative theory, if the goods arrived in a damaged condition, the seller could not recover the price unless it shipped new goods.

Default clauses. The FAR (2014) requires the DoD contracting officer to consider a number of factors. The default clause authorize the DoD to terminate the contract if the private sector defense contractor fails to meet timeline, fails to perform with the diligence to insure timely completion, or fails to perform work in accordance with the requirements of the contract. The DoD has the right to complete the work and bill the defense contractor for the excess costs incurred following a termination for default. Both the contractor and its surety would be liable for these costs (FAR, 2014). Coudert (2013) argued parties may consider the factual circumstances surrounding the execution of a contract, because the court's primary purpose in interpreting the agreement is to determine the parties' intentions, and interpreting the contract's terms in a factual vacuum would underpin that goal.

Regulatory clauses of the contract process. DoD contractors are subject to strict rules and regulations, which are broad, covering virtually every aspect of business from labor rates to accounting practices in contracting including clauses govern by (FAR, 2015). These regulatory clauses function with several aspects. One aspect is enforcing contracts procured by fraud, such as misrepresenting the quality of a performance that is

to be rendered (Holmes, 1897). Another aspect is not enforcing modifications to contracts procured by exploiting sunk cost investment and implementing the *expost* efficient solution. Failure to deliver, achieve the promised results, or service on time within agreed budget could result in legal actions and financial consequences to the DoD or others involved (Coudert, 2013; FAR, 2014).

Contract Theory and Theories of Contract Regulation

Researchers and business practitioners use contract management theories and contract regulation frameworks to identify strategies needed to operate in expert roles, such as defense contractors and other technical or operational competency areas (Brière, Proulx, Flores, & Laporte, 2015; Dzekashu & McCollum, 2014). Contract and theories of contract regulation is relevant to the research problem for this study because of the quest to identify strategies needed to explore problems with private sector defense contractors fulfilling the terms of contract agreements. Schwartz (2000) considered the substantive and institutional aspects of an economic theory of contract regulation. Schwartz disclosed the various functions that researchers have assigned to contract regulation and briefly discusses the substantive wisdom and institutional feasibility of performing those functions. Holmes (1897) concluded that the state should enforce contracts, supply vocabularies useful to write contracts and supply default modes of economic organization, such as a corporate or bankruptcy code. Zhong (2015) argued abuse of contracts and antisocial acts that underpin the entire area of contractual illegality and insisted the law tolerates a marginally higher level of culpability even though ignorance of the law is not a legitimate excuse. Other possible state functions, such as supplying

efficient default rules for use in contracts, may be beyond the ability of government to perform well.

The latter work regarding contract theory and theories of contract regulations explain functions perhaps the state can perform and offer few preliminary remarks about which of these functions to perform. Scott (2014) argued that the primary objective of organizational regulation in the public and private sector is not necessarily substantive performance, but higher validity to meet the expectations of key stakeholders in the environment. Critically, new institutional theorists suggested that the pursuit of legitimacy is likely to encourage a tendency toward conformity across benchmarking organizations in the general operations and management practices that they adopt (Ammons & Roenigk, 2015) and should also supply vocabularies and create default modes of economic organization (Shultz, 2000). Leaders in courts can and should enforce the verifiable terms of contracts, police the contracting process to deter fraud and duress, and help to supply firms with a common vocabulary to use when making contracts (Ammons & Roenigk, 2015). Dimitri (2013) argued managing contract term and agreements affect contract negotiations and outcomes include many elements, such as considering the framework and results of the contract life cycle. Ammons and Roenigk (2015) noted discussions of regulation commonly focus on regulating particular industries, such as the military security contractors, or regulating various types of firms. These discussions often concern the substance of the transactions that regulated firms make. Few regulatory discussions focus on regulating contracts as such. As an example of the distinction just drawn, a regulation discussion may ask what terms a regulated firm

can include in its contracts with customers; a discussion of contract regulation may ask what terms the state should supply to firms to use in transactions with each other. Legal and economics scholars have questioned contract rules deemed appropriate in particular cases that relate to a state's regulation for contracts between business firms.

Contract regulation as a distinct area for scholarly inquiry is in its infancy. Schwartz (2000) introduced the subject and to indicate its importance in the hope that more detailed treatments will follow. Courts will not enforce contracts that create externalities, such as agreements to fix prices (Schwartz, 2000). Contracts that create externalities and consumer contracts are beyond the scope of this study. Cruz and Marques (2013) argued a contractor is certainly providing effective contract management practices if the firm has effective evaluation procedures in place. Managers with clearly defined and implemented procedures in compliance with the respective regulations will aid to achieve integrity, objectivity, nondiscrimination, transparency, confidentiality, and secrecy. This action ensures that the most appropriate candidate awards the contract. An economic theory of contracts regulation will have a substantive and an institutional aspect. Pollitt (2013) argued that a contracting authority is effectively managing its contracts if DoD monitors private sector defense contractors' performance diligently. The contractors' institutional aspect asks which legal institutions should perform the needed regulatory tasks (Schwartz, 2000). Given the complexity of the subject and the necessary brevity of this study, any conclusions respecting these aspects tentatively held (Schwartz, 2000). Oluka and Basheka (2013) found that clear description of procedures and setting contract management plans, suitable strategies of using lessons learned from contract

management practice, clear definition of roles and employing expert contract managers enhance effective contract management process. Battistella (2014) disclosed firms are future focus, preparing for possible weaknesses to overcome. Courts sometimes can supply rules to solve specific problems. Thus, courts never supply rules for contractors, but legislatures may supply parties with default governance modes (Schwartz, 2000).

The public goods aspect of supplying solutions to problems implies that problem solving default rules should create a dissimilarity between supplying governance modes or dispute resolution schemes and the solving of particular issues (Schwartz, 2000). Although commercial problems are often general, the solutions to these problems usually are specific. Klingebiel and De Meyer (2013) highlighted that short and long-term decisions target forthcoming objectives, evaluated scenarios, and assessed external and internal environments in innovative circumstances. Evidence-based policymaking in organizational decisions outcomes reveal increased influence in management (Camfield & Palmer-Jones, 2013; Doh & Quigley, 2014). Contracts that may induce efficient investment thus condition on verifiable series of information related to the costs and valuations of the parties to these contracts, and require transfers that are efficacious only in connection with these particular costs and valuations (Bag, 2013). Schwartz (2000) noted the Uniform Commercial Code provides that, when the contract is silent, sellers assume all risks associated with product quality, because of which the sellers must pay compensation for any loss a buyer suffers from a noncompliant product. Sellers of products that may cause substantial losses, especially when the products are complex, always contract out of this default rule.

Schwartz (2000) noted the sellers must specify the precise quality obligation and damage risk they are willing to assume, and these specifications differ across products. As a result, the code warranty sections execute contracting costs that are large in the aggregate, but create no offsetting benefits. The uniqueness of the verifiability problem seriously constrains the regulatory function of supplying default guidelines to commercial parties (Schwartz, 2000). These two difficulties do not plague to the same degree the function of creating default modes of economic organization, such as the standard collaboration or business corporation (Schwartz, 2000). The goal is to supply rules that will induce separating stabilities, but the rule will be difficult for courts or legislatures to obtain the knowledge needed for inducing separation when the economic actors function in highly heterogeneous economies, and there is considerable private information. Cohen and Eimicke (2013) disclosed a contractor agreement by the courts as inadequate to establish terms of a contract when the authenticity does not reflect what is in the agreement. Third-party auditors can ensure that the real world situation of the working relationship matches an independent contractor agreement (Cohen & Eimicke, 2013).

The Objective Theory of Contracts

The quest to understand the problem with contract term agreement formation, the objective theory of contracts includes pertinent information on how contract formation depends on what is communicated not on what is merely thought in followed in contract formation during the initial contract agreements (Barnes, 2008). Perillo (2000) noted giving effect to the parties' intentions, the law of contracts foundation is respect for party autonomy. Barnes (2008) argued that contract theory is inconsistent with objective theory

of contract rules of contract formation. The objective theory of contract formation and interpretation holds that the intentions of the parties to a contract or alleged contract ascertained from their words and conduct rather than their unexpressed intentions. Perillo (2000) argued that the objective theory has always dominated contract doctrine despite much rhetoric reflecting the theoretical ideal of actual subjective unanimity of assent. Contract law transformed from an 18th century communitarian font of fairness and justice to a 19th century mercantile vehicle for risk taking (Barnes, 2008; Perillo, 2000). This transformation resulted in objective standards of market values, and objective criteria for determining the existence and interpretation of contracts (Perillo, 2000). Perillo disclosed a thorough examination of the cases and texts in conjunction with an analysis of the rules of evidence demonstrates that objective approaches dominated the evolution of common law.

In 1897, Holmes noted, the making of a contract depends not on the agreement of two minds in one intention, but the meeting of minds regarding the contractual concept because what was said outweighs what each party meant. Holmes' statement of the objective theory became one canon of contract law of most of the twentieth century, and in many quarters remains so. Trust was critical to ensuring all parties sought mutually beneficial solutions so the relationship would continue (Never & de Leon, 2014). One aspect of his objective approach that had no noticeable effect was Holmes' objective approach to voidable contracts, concentrating on mistake and fraud. In the formulation of an objective theory of fraud and mistake, Holmes attempted to lead the courts, but failed.

Perillo (2000) noted the common law rule is that a contract under seal is unmodified or discharged except by a sealed instrument. Writings under seal did not controvert written or oral evidence because sealed writings were of a higher stature than mere written evidence or testimony. The writing overrode prior, contemporaneous, and subsequent expressions of intention. Oral contracts were less constrained by rules of formality until the enactment of the Statute of Frauds in 1677. The common law requirement of written evidence applied to considerable number of contracts, particularly contracts that were high on the economic scale. Starting in the late eighteenth century, legal court leaders, and contract writers began to shift from looking solely to the inherent meaning of the words of the parties, to the intentions of the parties. Although, contract writers frequently employed subjective rhetoric and later commentators sometimes looked at the decisions of this era through a subjective lens, in this era the intention of the parties gleaned solely by an analysis of the parties' words and other apparent indication of intention (Barnes, 2008; Schwartz, 2000). Contract theorists stated that offer and acceptance must be simultaneous seems incredible doctrine in mercantile jurisdictions, such as 1790 England and 1804 New York. The reports indicated that contracts through correspondence and litigation concerning them sometimes proceeded without reference to their initial validity, perhaps because the doctrine of simultaneous offer and acceptance did apply to contract management and fraud. Objective theory alleviated the concern that litigants would misrepresent their subjective mental intent while under oath because evidence of such subjective intent was no longer substantively relevant to the issue of contract formation. The Statute of Frauds requires objective (written) evidence of certain

important types of contracts and the prevention of fraud and imposition in private sector defense contracting (Barnes, 2008).

Perillo (2000) noted Parsons was the first American exposition critic in 1855 to oppose that an objective standard available in a market-oriented society to provide consistent, uniform principles in interpreting contracts so that men of business knew the effect of words used in contracts. Parsons opposed support the application of inherent meaning of words. In this respect, Parson falls back to the former tradition rather than to a more modern notion of objective intention as reasonably understood by one or both contracting parties (Perillo, 2000).

Theory of Incomplete Contracts

One important reason the theory of incomplete contracts is relevant to the research problem is leaders use data for drawing up a contract to regulate future actions. For example, private sector defense contracts can monitor the performance and conditions for dismissal of a contract to avoid future problems and other risks among the parties to the contract. Oluka and Basheka (2013) noted that appropriate and effective management and monitoring of contracts helps expand the conditions of goods and services and relegate procurement cost to achieve defense contractor objectives. Davison and Sebastian (2011) and Oluka and Basheka found the possibility of contract issues for any type of contract, and which type of contract is certain to confront the greatest setbacks. Hart and Holmström (2016) provided the tools to analyze contracts' financial terms, but also the contractual allocation of control rights, property rights, and decision rights between parties. Hart and Holmström suggested contracts help individuals deal

with conflicting interests. Contracts help us to be cooperative and trusting when we may otherwise be uncooperative and distrusting. Political presence influences the performance of DoD regulations, contractors should move toward further oversight regarding political influence in DoD contracting (Bromberg, 2014). Rickard and Kono (2014) disclosed the difficulty of regulating nontransparent policy areas because neither multilateral nor preferential procurement contract agreements substantially reduce DoDs' susceptibility to *buy national*. Academic theorists using the incomplete contracts theory assume two tasks, building, and operation, for the projects of public services. Critics argued that those studies could not fully explain the reality of contract formation (Hoppe & Schmitz, 2013).

Hart and Holmström (2016), in their contract theory, disclosed a general means of understanding contract design. One goal of contract theorists is to explain why contracts have various forms and designs (Hart & Holmström, 2016). Another goal is to help us work out how to design better contracts, thereby forming better institutions in society (De Brux & Desrieux, 2014). Hart and Holmström argued contract theory does not provide absolute or distinctive answers to these questions as the best contract will typically depend on the specific situation and context.

Incomplete contracts. De Brux and Desrieux (2014) used an incomplete contract framework to research the corollaries of allotments in procurements, De Brux and Desrieux argued allotment processes could expand the number of competitive contractor customers and decrease the scopes of the service sectors into controllable services. De Brux and Desrieux concluded allotment affects business incentives, does not

boost payoffs to the public or private parties, and mainly benefit the public entities.

Maréchal and Morand (2014) argued that allotment processes do support extensive business participation while reducing costs for public customers.

Aghion, Dewatripont, Legros, and Zingales (2016) suggested indefinite performance measurement is not the only obstacle to drawing up efficient contracts. Parties are commonly unable to articulate comprehensive contract terms beforehand. The problem was how to design a simple contract. Designing a simple contract is the area of incomplete contracts. The principle innovation of the mid-1980s was from Oliver Hart (2017) and his colleagues. The main idea is that a contract that cannot explicitly specify what the parties should do in future contingencies, must instead specify who had the right to decide what to do when the parties cannot agree. The party with this decision right had supplementary bargaining power, and could acquire a better deal for output to materialize. Sequentially, this boosted incentives for the party with more decision rights to take certain decisions. For instance, investing, while diminishing incentives for the party with fewer decision rights. In complex contracting situations, allocated decision entitlements became an alternative to paid performance (Aghion et. al, 2016). DoD guarantees and defense equity have an effect on new defense contractor's performance (Pergelova & Angulo-Ruiz, 2014).

Financial contracts. One important application of incomplete contract theory has been in financial contracts. Hart and Holmstrom (2016) argued that incomplete contract theorists predict that entrepreneurs should have the right to make most decisions in their firms as long as performance was good, but investors should have more decision rights

when performance deteriorates. Takemura (2014) argued that often the decision-making process intricate specifics to particular situations that can be simple or complex require multiple steps to make decisions. This feature is typical of modern financial contracts, such as the complexed contracts signed by entrepreneurs and investors.

Aghion et al. (2016) supposed, in the example of the manager, that valid performance is difficult to use in a contract because the manager diverted the firm's profits. The best solution may be for the manager to become an entrepreneur and own the firm herself because an entrepreneur can freely decide how to run the firm, and make the appropriate trade-off between actions that raise profits and actions that increase her private benefits. Savikhin and Sheremeta (2013) believed that ongoing competitive environment causes decision makers to be more action-oriented and sensitive to increased risks than those of the public sector. The approach shareholders apply is examined to focus on management cooperation among peers in decision making (Buschor, 2013). Hart and Holmström (2016) disclosed the limitation of this solution was that the manager sometimes cannot afford to buy the firm, so that outside investors had to finance the purchase. One solution was to promise them a fixed future payment (regardless of profits) with collateral: if the payment default in contract term agreement transferred to the DoD, they can liquidate the firm's assets (Aghion et al., 2016).

Privatization. Another application of Hart's (2017) theory of incomplete contracts concerns the division between the private and public sectors contractors. According to Hart's theory, application depends on noncontractible assets. Aghion et al. (2016) noted that a manager who manages a welfare service facility makes two types of

investment: some improve quality, while others reduce cost at the expense of quality. If the government owns the facility and employs a manager to operate the business, the manager will have little incentive to provide either type of investment because the government cannot realistically promise to reward these efforts. If a private contractor provides the service, incentives for investing in both quality and cost reduction are stronger (Aghion et al., 2016). Hart (2017) noted that incentives for cost reduction are predictably too strong. Jiahuan (2013) argued that limited research exists on relationships in a complex and bureaucratic environment and a private collaborative approach to overcoming partnership barriers. The desirability of privatization depends on the tradeoff between cost reduction and quality. Hart (2017) and colleagues disclosed their concern about private sector defense contracting. Federal authorities in the United States are ending the use of contracting in some areas of business, particularly private prisons, because the U.S. Department of Justice reports conditions in contracted prisons are worse than conditions in publicly operated prisons (Aghion et al., 2016).

Understanding Contract Theory

Aghion et al. (2016) and Holmstrom (2013) noted a central result in that an optimal contract should link payment to all outcomes that can be a source of information about actions taken. This informative principle does not merely say that payments should depend on outcomes affected by agents (Hart, 2017). Management control is better to link the manager's pay to the firm's share price relative to those of similar firms in the same industry (Hart, 2017). Organizations at maturity level should have contract agreement processes and standards fully established, institutionalized, and mandated

throughout the entire organization. In industries with high risk, payment remains biased toward a fixed salary (Aghion et al., 2016). Holmström (2013) disclosed the agent assumed responsible for a single task. Holmström extended the analysis to a more realistic scenario in which an employee's job consists of many different tasks, some of which may be difficult for the employer to monitor and reward.

Theory of Contract as Empowerment

Contract empowerment is relevant to the research problem and topic of private sector defense contractors because of the identifications a core set of doctrines appropriate to explore competing interpretations of contract law related to terms and agreements. Kar (2016) noted that contract theory, as empowerment, is uniquely capable of harmonizing this entire constellation of doctrines while explaining the legally obligating force of contracts. Kar argued revelatory advantages more than competing theories of contract and explained three positive argument three part: (a) introduces empowerment and describes core features. (b) Kar identified doctrinal challenges for modern contract theory. Through defense contracts, the DoD can aid defense contractors as they work to remain profitable (Cunningham, Baines, & Charlesworth, 2014). More than \$500 billion in contracting opportunities are available on the federal procurement market because of empowering contractors to complete DoD contracting services (Cantwell, 2014). Contract theorists offer a novel and more compelling account of the consideration requirement than exists in the current literature. As a final point, contract theorists, noting the link with empowerment, offer a distinctive understanding of the appropriate role of legal doctrines that make the scope or content of contractual

obligations depend on facts other than parties' subjective wills.

Objective approaches to interpretation provide one example of this phenomenon. Contract as empowerment offers a distinctive framework for legal reform (Kar, 2016). Kar suggested that contract law needs fine tuning for more equally empowering to private sector defense contractors because this rationale is normatively satisfying because this justification is a typically need for contracts to produce genuine legal obligations. Contract as empowerment, Kar argued that many commonly perceived tensions within contract law, such as the tensions among fairness, liberty, and efficiency are not always real. Kar disclosed theory of contract had major interpretive advantages compared to mainstream economic and speculative theories.

Contracting Aim for Private Sector Contractors

The process of contracting has quickly evolved, and contractors have investigated new strategies of acquiring new business and enhancing profit. Oluka and Basheka (2013) noted a need exists to bring awareness to refine these basic documents, particularly in the areas of risks and incentives. The use of contracting firm services also has the advantage of improving management competency, alleviating personnel shortage, and reducing logistical burdens for DoD (Dibrell, Craig, Kim, & Johnson, 2015). New strategies amid DoD aim to reduce the period committed to compete and award contracts and to section substantial federal technical projects into modules, hypothetically appealing to businesses previously deterred by the extensive procurement process (Federal Procurement Data System-Next Generation, 2014; GOA, 2017). Contracting out at all levels throughout the federal government is a routine practice (Lu, 2013). Rickard

and Kono (2014) explored strategies to reduce inappropriate behaviors in awarding DoD contracts to public and private firms. Bateman, Hines, and Davidson (2014) argued formal records developed for contract management processes, and standards managers should consider automation. Mayo (2016) found contractors in all industries should govern whether the project owner will require the use of a Private Labor Agreement (PLA) preceding the proposal process. Interested bidders should request to review contract terms prior to submitting a bid. If possible, defense contractors should encourage project owners to allow the contractor to negotiate the private labor agreement.

Private sector defense contractor goals have been the driving force behind contractor participation in DoD contracting since instituting the defense contracting for small and medium business (SBA, 2014b). Grespin (2016) noted the activities of private contractors in combat operations and complex environments have traditionally drawn minimal attention when compared to their historic presence in such settings; yet, the services of these contractors have grown to become an indispensable part of the DoD daily operations, as well as the subject of much media attention. Incorporated conceptual structure for team engagement commenced the perception of interactive management contracting for sustainable private sector firms (Zou, Kumaraswamy, Chung & Wong, 2013). Valero (2015) compared both contracts in a strong institutional framework, which allows the private sector to enter contracts agreements knowing that the DoD commits not to engage in opportunistic behavior. Managers in the Government Accountability Office wrote in November of 2014, since the 1990s, allegations exists of abuse of foreign workers on U.S. defense contractors (Grespin, 2016).

The DoD that procures these contractors for contract services puts significant faith and trust in their operations. Private sector contractor business goals emerged in 1965 because of scarce contracting opportunities during World War II (SBA, 2014a). The U.S. Congress is leading the objective for auditability in contracting to decrease the budgets and growing commitments to inform U.S. taxpayers how every dollar appropriated for the DoD is spent (United States Congress, 2013, p. 2). A critical component of auditability in the DoD is a capable and mature model for organizational contracting and project management processes (Mullaly, 2014; Rendon & Rendon, 2015). Rendon and Rendon (2015) disclosed that to establish contracting goals, contract officials based decisions on the need to use practical processes. Dimitri (2013) argued managing contract agreements affect contract negotiations and final award determinations include many factors, such as considering the structure and results throughout the contract life cycle. These objectives strived for guaranteed fair distribution in federal contracting opportunities. The government set aside 25% of all procurement dollars to award in 2013 to private sector defense contractors (GAO, 2014). The federal government had explicit policies emphasizing promoting small enterprises through contracting. Complicated programs, goals, set-asides, and preferences for various distinct groups' amalgamated results (Eckerd & Snider, 2017). Since 1984, government contract dollar awards to small and minority-owned businesses increased (Federal Procurement Data System-Next Generation, 2014). With this increase, the push to adhere to established programs created acquisition environments centered on convenience measures taken by potentially overworked government procurement personnel (Eckerd &

Snider, 2017). Business dynamics between contract leaders influenced private sector contractors to have conflicting interests that resulted in a diverse contractual relationship with the DoD (Witesman & Fernandez, 2013).

Researchers began to examine racial representation and gender representation in federal agencies globally (Eichler, 2014). Positive relationships developed among the private sector businesses and the DoD agency's contract dollars awarded to private contractors (Fernandez, Malatesta, & Smith, 2013). Emmanouil (2014) found in an in-depth study of a contract award projects, ongoing project coordination concentrates on interdependencies occurring from the deliberate quest of two objectives. Emmanouil emphasized that the established management of external interdependencies required a particular type of organization, mediated by formalized contracting industry and policy contracts, and concerned with developing relevant evidence of coordinated contributions. Emmanouil disclosed coordination dynamics in other organizational settings for contract management. Yerkic-Husejnovic (2017) disclosed three main themes: (a) the contracting processes with internal and external constraints, (b) the effectiveness of managing contracted projects and processes, and (c) the influence of outsourcing on business effectiveness and new products. Findings also indicated no pragmatic procedure to evaluate effectiveness of contracting research and development (R&D) projects. Yerkic-Husejnovic noted insight into strategies used by defense contractors to manage contracts projects for R&D processes to implications for positive social change, such as affecting communities through employment, generating DoD revenues. Liu, Love, Smith, Regan, and Sutrisna (2014) argued private contractors are more complicated than other

traditional contract procurement approaches. Some specialized staffing employment data seem to be substantially reduce in outsourced institutions in comparison to directly managed public hospitals (Alonso, Clifton & Díaz-Fuentes, 2016). Liu et al. (2014) found exploration of literature that suggests limited research commenced to assess if traditional evaluation is appropriate to measure the performance of private contractors. Private firms are less transparent to outside investors than are public firms. This transparency makes insiders more tolerant of failures and is more willing to invest in innovative projects (Ferreira et al., 2014; Manes Rossi & Aversano, 2015).

Contract Clauses

Ito and Zylbersztajn (2016) argued contract authority is the exploitation of contractual gaps, or the failure of contractual provisions, which are strategically incomplete. Johnson and Sohi (2016) found alternatives for resolving contractual term violations that enhance a greater financial benefit to the enforcer of the contract. Johnson and Sohi disclosed insight into risk and benefits for both the firm and the contract-resolving manager. GOA (2016) investigated 130 government contracts findings are that the tasks of maintenance and security conducted by different parties (private contractors and civil servants) under certain conditions, while unbundling construction and operation stages is desirable in other cases. Martin (2013) noted The False Claims Act (FCA) is a Civil War era statute designed to hold government contractors accountable for fraud. Martin disclosed that through enforcing the FCA, the DoD recouped an average of \$3 billion annually from 2009 to 2012. Miscalculated contract costs are a type of persistent contractor practice designed to deceive DoD and increase private sector

defense contractor profits. Contractor fraudulent practices, following contract award, include improper pricing and fraudulent billing practices in procurement (Martin, 2013; Miller, 2014). Fraudulent pricing strategies have a long history in DoD contracting (Martin, 2013). FCA enforced settlements included defense contractors Kellogg, Brown & Root (KBR), Honeywell International, and Armor Holdings (Martin, 2013).

The FCA provides financial incentives for private parties to report contractors' acts of misconduct by allocating a reward of up to 30% of any monies recovered (Bruneau, 2015). The FCA's punitive actions extend beyond the government contracting company to the individual level (Martin, 2013). Martin stated that the FCA's individual punitive actions include contracting industry executive and employee fines, imprisonment, or both. Bruneau (2015) disclosed in the United States, the general issue of the use of funds, and the use of contractors, is a public and controversial issue, which influenced the U.S. Congress to hold hearings and pass laws to regulate the use of contractors in wartime and to create firms to target the waste of large sums of money. Bruneau noted preventing contractor misconduct requires the DoD to create effective measures to deter misconduct. Never and de Leon (2014) disclosed trustworthiness was critical to warranting all contractors as agreeable with constructive solutions so the relationship would mature.

In private sector defense contracting, both the DoD contracting firms and the suppliers have rights and obligations to conduct DoD contracting business ethically. Lewis and Bajari (2011) noted compensating contractors that exceed contract requirements and penalizing contractors that do not meet contract requirements would

reduce contractor misconduct. Lewis and Bajari argued that award program enforcement is worth more than incentive size. Johnson and Sohi (2016) noted the lack of management support and contract agreement clarity increased contractor misconduct within the private security industry to be problematic. Ukoha (2013) argued that government contracting requires transparency, equity, and business ethics. Leonidou, Kvasova, Leonidou, and Chari (2013) assessed that perceived unethical behavior can diminish consumer and society's trust.

Johnson and Sohi (2016) and Tayyeb (2014) found data that indicate a stronger use of management support best practices in contracting ensuring senior organizational management are involved in providing input and approval of procurement planning, source selection decisions, and documents for ethical contracting. A growing body of research indicated that follower acuties of ethical leadership are associated with beneficial follower outcomes (Bedi, Alpaslan, Green, 2016). The Fraud Enforcement and Recovery Act of 2009 (FERA) empowered both private citizens and the DoD to each have a role in policing contractor behavior. The DoD's handling of misconduct enforcement appears inconsistent (Tillipman, 2011). The DoD's diminished ability to enforce contractor ethical behavior standards reduces the probability of contractor compliance and threatens operational processes (Dzekashu & McCollum, 2014; Martin, 2013). Because of continued unethical behaviors, the FAR Council established new ethics laws that required the creation of written codes of business ethics (Johnson, Feng, Stizabee, & Jernigan, 2013). Compliance violations required the restructuring of the government contracting regulations. Warnock (2012) disclosed political agendas, biased

enforcement of contracting rules and regulations, and poor oversight compromise. Conversely, DoD officials maintained that considering self-reporting, type of misconduct, and contractor viability survivability, are important during the deterrent prosecutorial process. Compliance violations require the restructuring of the government contracting regulations (Tillipman, 2011). Warnock believed the government should seek to reduce contracting costs through enforcement of ethical contractor standards. Robertson, Blevins, and Duffy (2013) suggested that business ethics is at the leading edge of managerial strategy and contractor control.

Martin (2013) cited the federal court system's inconsistency in interpreting and enforcing contractor self-reporting requirements. The U.S. government changed the FAR in 2009 to reduce misconduct violations through increased oversight, expanded enforcement authority, and new mandatory business processes for the private sector defense contracting industry (POGO, 2014). Bradshaw and Su (2013) determined that misconduct mitigation steps were ineffective because of the DoD lack of emphasis or inability to monitor, report, and share defense contractor performance information. Bradshaw and Su (2013) argued private sector defense leaders and contracting officers might improve the use and complexity of the existing contracting oversight programs. Contractor managers, who can deliver and envision complexity, solve complex problems and employ parties in dynamic adaptive organizational conversion (Metcalf & Benn, 2013). Additionally, the contract violations enforcement areas of the DoD may improve violation enforcement, including enforcing the appearance of continued misconduct. Quality of the completed contract is a critical component of distinguished

worth to both clients and defense contractors. The International Federation of Consulting Engineers (2015) disclosed that lack of quality in contract completion is a result of unskilled and untrained workers, which results in unsafe projects, delays, cost overruns, and disputes in production contracts.

Value and quality of construction are of concern to both public and private sector clients (Ngosong, 2015). Oluka and Basheka (2013) contended that proper and effective management and monitoring of contracts helps improve the quality of customer service and reduces procurement cost to achieve three broad goals: quality products and services, timely delivery of products and services within financial boundaries. Oluka and Basheka argued the possibility of contract agreement issues for any type of contract, and which type of contract is likely to encounter the most problems. For example, for defense building contracts, change order, delays, and cost had a statistically similar chance of occurring and were significantly more likely to occur than the remaining problems, and that construction contracts are more likely to experience problems than other types of contracts. Controversy exists in the literature regarding the effects of individual dynamics on leaders' expertise with a choice of the public management views and agreement (Buylen & Christiaens, 2014).

Contract Vocabulary

Keating and BaaschAndersen (2016) argued legal contracts need to be simple easily accessible by all engineering team, to ensure all understand the framework and work to maintain contracting integrity. Keating and BaaschAndersen discussed reconsidering contracts and how contracts formatting improved enhance mutual

understanding of terms and better meeting of minds is core to providing value. Keating and BaaschAndersen explored the concept of visualization and law in relation to the development of a contract; some other initiatives in law and visualization, and some of the legal issues which visualization in contracts may raise. Schwartz (2000) concluded that the state should enforce contracts, supply vocabularies that are useful in writing contracts and supply default modes of economic organization, such as a corporate or bankruptcy code.

Yihan (2016) explored both theoretical and comparative perspectives suggested that focus on the text in contractual interpretation, and the corresponding application of the plain meaning rule, accepted and not rejected. Yihan opposed contractual interpretation contemporary scholars a textual analysis, by which a court can only depart from the plain meaning of a contract exceptionally. Scholars have responded negatively to the mass of recent cases in which the English courts have accentuated the plain meaning of the text in contractual interpretation. Yihan proposed how a textual analysis is problematic when courts across the common law world have support textual analysis.

Nuottila, Kauppila, and Nystén-Haarala (2016) disclosed research on contracting indicated that organizational leaders must improve contracting capabilities and that corporate lawyers should serve business objectives instead of preparing for possible litigation. The literature review includes contracting and other similar approaches emphasizing contracts as a tool to meet objective in contract management (Nuottila et al, 2016). Nuottila et al. revealed different views on the lawyer's contribution in fulfilling

business objectives. Holmes (1897) noted studying contract law would be interesting to gain insight on whether and how companies manage the change towards proactive approaches to contracting.

Contract Term Existence and Agreement

Contracts are strategies of managing and regulating interactions among organizations and contractors exchanges. Contract's doctrinal origins are traceable to arrangements in an informal or implied agreement, which were variations on trespass, used in varied contexts, such as debt collection, marriage enforcement, surgical mishaps, and similar transactions. Hart (2017) noted an action in contract distinctive from trespass, first noted in 1348, in the case of the Humber Ferryman. Contract law evolved, comparable to liberal democratic concepts about free market exchange. Since the formalization of legal, state-backed instruments, contractual exchange includes foundations of both capitalism and the liberal state (Hart, 2017).

Under the common liberal theoretical version of contract formation, contract enforceability includes law, harmony with moral concerns, social constraints, and instrumental calculations (Klass, 2014). Contracts represented a doctrinal embodiment of the collectively imagined typical free economic exchange in which mutually dependent actors with relatively equal access to legal resources, and relatively equal abilities to know and understand their respective needs and desires freely negotiated terms and then memorialized them in written instruments. One could point to at least the following five assumptions about how contracting parties behave as embodying the underlying theme of free market contracting: (1) parties know what they want (they understand their

preferences), (2) they have relatively clear expectations about what their contracting counterparts want (they have a good sense of their counterparts' preferences), (3) they understand when they have entered into a contract, (4) they believe they remain bound to perform as obligated by lawful contracts into which they knowingly entered, and, (5) if they breach, they know that they are breaching (Brown, 2014; Jacobi & Weiss, 2013).

Boyer and Newcomer (2015) concluded, using primary data collected from two state government agencies in the United States, researchers identified the ways public managers use lessons from their own organization and from the wider organizational environment to improve their approach to contracting for public private partnerships (PPPs). Boyer and Newcomer insisted that public and private interest conflict not only in contract design and implementation, but also in the quest for innovation that inform government decision-making. Eckerd and Heidelberg (2016) found that public sector leaders are more likely than private sector leaders to rely on written (formal) contract mechanisms, but that both public and private managers use relational (informal) governance mechanisms to similar extents. Leadership theories researched from an organizational performance point of view indicated a dependence on cooperative targets and objectives (Khan & Adnan, 2014; Chin, 2015). Using available resources have been underscored as effective tactics for achieving those leadership purposes and objectives (Khan & Adnan, 2014).

Kennedy (2016) proposed the development of a state regulatory body, a dependent contractor relations board, similar to California's Agricultural Labor Relations Board (ALRB) to help decrease inequalities in bargaining power between dependent

contractors and their hiring party. Labor strife, worker exploitation, and lost tax revenue compel the need for greater state regulation of the dependent contractor relationship management. Barton (2015) argued understanding contracts through a legal perspective has systemic influences on how companies organize; how workforces communicate internally and externally; how and by whom strategic planning proceeds; what is identified as a contract problem, and the conceived structure of that problem; the procedures with which problem should be addressed; and what counts as success or failure in resolving the problem. Bateman, Hines, and Davidson (2014) and Schwartz (2000) found that promulgating regulations and benchmarking can be vigorous in determining and improving the contract terms strategies within the DoD. Berger-Walliser and Shrivastava (2015) disclosed that the existing legal framework for sustainable development is unsatisfactory, cautious, incremental, and inadequate. In spite of public and private contracting leadership efforts to address sustainable development, environmental and social problems, and conditions continue to worsen (Newman-Storen, 2014). Berger-Walliser and Shrivastava (2015) disputed the status quo is a direct result of the systemic failure to acknowledge the capacity for an ethical affiliation between the private and public sectors to create a comprehensive regulatory framework.

Contract Regulations and Opinions

Grespin (2016) disclosed the private sector contractors must retain situational cognizance of self-regulation industry initiatives and to understand how those practices relate to, support, or inform current DoD mandated guidance for ethical practices in immovability operations support service procurement. Ekelund, Peltzman, and Higgins

(1982) examined and constructed an intertemporal theory of regulation to assess a major aspect of the regulated contract theory of regulation supported by opponents of regulation that defense contract regulation cripples the speed of innovation. Ekelund et al. opposed critics of regulation in that the suppression of invention may be in the stakeholder's interest and that markets unassisted by coercive collective action will fail to provide the optimal amount of suppression. Goldberg (1976) argued that regulators are administrators of collective long-term contracts giving private contractors a right to serve and consumers the right to be served. In this procedure, both parties voluntarily constrain future options in view of particular costs and uncertainties in for services.

Bankruptcy court judges use theories of administrative law and civil procedures (Schwartz, 2000). Judges modify bankruptcy rules of contract law to alter debtor's rights concerning contracts entered into before filing for bankruptcy (Schwartz, 2000). Commercial law displayed a dissimilarity among business regulations and DoD (Schwartz, 2000). The interest between firms and the local government, which implies that, when externalities are absent, the state, should implement the preferences of the firm regarding the rules that regulate the contracting behavior (McCourt, 2014).

Zhong (2015) argued abuse of contracts and antisocial acts underpin the entire area of contractual illegality. Zhong insisted the law tolerates a marginally higher level of culpability even though ignorance of the law is not a legitimate excuse. Conversely, when a deliberate intention to flout the laws occurs, conceptual illegality traditionally begins with Lord Mansfield's classic statement of law in *Holman v Johnson* that no court will defend a person who engages in actions that are immoral or illegal actions (Zhong, 2015).

Zhong proposed an overarching idea to navigate a path through the doctrinal morass; when a party has culpably abused, a contract for antisocial acts, this party could not enforce his or her otherwise valid contractual rights (Schwartz, 2000). The DoD established offices in high tech areas to build relationship with and identify promising technologies developed by commercial businesses to facilitate contract term and agreements between private sector contractors and DoD units (GOA, 2017). Zhong disclosed the concept to reconcile the disparate policies regarding statutory and common law illegality, doctrinal distinctions between illegally formed and illegally performed contracts, and emerging questions involving to the flexible notion of public policy. The relevant state of mind of a plaintiff in deciding contractual enforceability and the scope of newer principles relate to remoteness, proximity and proportionality (Zhong, 2015). GOA (2017) argued the DoD contracting command expects private sector contractors to track their ability to meet term of contract and notify customers when adjustments are necessary for terms and agreements.

Contract Violations and Misconduct

Jung (2016) noted the existence of criminal activity among private sector defense contractor deployed in countries worldwide. Blackwater, a private sector defense contractor, confessed to the facts behind 17 federal criminal charges, including unlicensed training of foreign citizens and illegal control of firearms (Jung, 2016). Rendon and Rendon (2016) argued the importance of the DoD adopting efficient contracting procedures and applicable internal mechanisms to combat fraud, abuse, and misconduct from private sector defense contractors. Researchers appraise themes

encircling the balance of satisfaction of the organizations with their current workforce development position in meeting the demands of the DoD and its contractors (Kupec, 2014).

The DoD should implement strategic approaches to expose and mitigate defense contractor misconduct and consequently ensure dispersed payments to contractors do not reward fraud and misconduct (Rendon & Rendon, 2016). Edwards (2013) disclosed the Transportation Security Administration (TSA) experienced workforce management problems since its inception. An Inspector General audit indicated unethical and possibly illegal activities at the agency. In 2004, the Inspector General for the Department of Homeland Security assailed the TSA for handing out excessive employee bonuses, throwing a lavish awards ceremony, and spending in other wasteful ways (Edwards, 2013). In analyzing defense contractor fraud, violations, and misconduct, Rendon and Rendon (2016) found that the majority of the fraudulent events occurred during the initial selection and contract award processes. Boehm and Hoffman (2014) found training strategies on processes improved organizational performance. DoD contracting officials analyzed fraud after the fact, yet lacked effective internal controls to prevent all instances of fraud (Rendon & Rendon, 2016).

The possibility exists that the DoD leadership have not fully evaluated the effectiveness and efficiency of private sector contracting operations. The reason is not incompetence of leadership, but an organizational lack of trustworthiness and success that best explains the outputs of the federal contracting within the DOD leaders of private sector defense contractors. The violation for poor performance became critical and

possibly detrimental to leaders in private sector contracting. Lasky (2013) disclosed suspension or debarment actions in DoD agencies nearly doubled from 2002-2012.

Potential contract consequences include suspension or debarment, which are critical to small firms' success. Despite defense contracting criticalness to business operations, the defense contracting process has inconsistencies (Bosma, Stam, & Terjesen, 2015).

Creating and implementing comprehensive values-based ethics and compliance program as recommended is the best way for government contractors to avoid suspensions and debarment (Lasky, 2013). GOA (2017) recommended the DoD establish and implemented a timeline for contract completion and document reasons for key decisions.

The conventional methods of contracting are more susceptible to corruption because of the type of the management strategies in private sector defense contracting. The benefits of the risk management process include identifying and analyzing risks, and improvement of contract management processes and effective use of resources to avoid contract breach. Edward (2013) disclosed the legal breach subsequently entitles the contractor to recover specific expenses. Other statutory authorities available to the DoD for implementation against underperforming contractors include terminations. Terminations for convenience under a traditional fixed-price contract allow the DoD to breach contract terms legally when it benefits the DoD business operations (Edwards, 2013). Terminations for default become available for enforcement when a contractor defaults on a contractual agreement between the parties. In terminations for default, the contractor becomes liable for assessed claims for replacement products, price increases, and administrative costs if a contract breach occurs (GAO, 2014).

The FCA is a statute designed to hold government contractors accountable for fraud (Martin, 2013). Contractor fraudulent practices, following contract award, include improper pricing and fraudulent billing practices (Martin, 2013). The FCA provides financial incentives for private parties to report contractor acts of misconduct by allocating a reward of up to 30% of any monies recovered. The FCA's punitive actions extend beyond the government contracting company to the individual level (Martin, 2013). Martin stated that the FCA's punitive actions include contracting industry executive and employee fines and imprisonment. Tillipman (2011) noted deterring contractor misconduct requires DoD to create, impose, and enforce effective measures against misconduct. Knott (2011) argued that clients used their influence to increase contractor profitability while reducing the risk of enforcement for contractual misconduct. The DoD's handling of misconduct enforcement appears inconsistent (Tillipman, 2011). Tillipman (2011) noted DoD officials believed that contractors guilty of misconduct should be punished without regard for circumstances. The DoD's diminished ability to enforce contractor ethical behavior standards reduces the probability of contractor compliance (Martin, 2013).

Conversely, DoD officials maintained that deliberating self-reporting, type of misconduct, and contractor viability survivability, are important during the regulator prosecutorial process (Tillipman, 2011). Martin (2013) cited the federal legal system's inconsistency in interpreting and enforcing contractor self-reporting requirements. The U.S. government changed the FAR in 2009 to reduce misconduct violations through increased oversight, expanded enforcement authority, and new mandatory business

processes for the government contracting industry (POGO, 2014). Bradshaw and Su (2013) determined that misconduct mitigation steps were ineffective because of the DoD lack of emphasis or inability to scrutinize, report and release contractor performance information. DoD contracting officials and contracting officers may improve the use and complexity of the existing contracting oversight programs. Additionally, the contract violations enforcement areas of the DoD may improve violation enforcement, including enforcing the appearance of continued misconduct. Quality of the finalized contract term agreement is a key component of distinguished value to both clients and contractors (Bradshaw & Su, 2013).

The International Federation of Consulting Engineers (2015) disclosed that the lack of quality in contract work emanates from a lack of skilled workers, resulting in delays, cost overruns, and disputes in production contracts. Value and quality of construction are of concern to both public and private sector clients (Oluka & Basheka, 2013). Monitoring systems must be adequate to ensure the contractor meets the terms, conditions, and specifications contained in the contract. Oluka and Basheka (2013) insisted that apposite management and monitoring of contracts helps improve the quality of product and customer service and reduces procurement cost, thus achieving three broad goals: quality products and services, timely delivery of products and services, and cost effectiveness (within budget). Ning and Ling (2013) argued that to achieve optimal result, on projects DoD contracted to the private sector, some degree of mutual agreement must be established prior to negotiation. To understand the underlying deterrence and reluctance to establishing a mutual relationship between the private sector contractors.

Oluka and Basheka discussed the possibility of contract term agreement setbacks for contracts, and which type of contract is expected to combat many problems. For example, for defense building contracts, modified order, delays, and expenditure have a statistically analogous risk of occurring and were significantly more likely to occur than the residual problems, and that construction contracts are more likely to experience problems than other types of contracts. Junying, Xianbo, and Yuan (2016) disclosed 18 factors inducing unethical behavior. The data results indicated that 13 inducers were significantly important, and that cost pressures, inadequate sanctions, and absence of ethics systems were the top three inducers of unethical behavior. Additionally, the 18 inducers categorized into five underlying groupings: culture-related inducers; policy environment; project pressures; individual traits; and organizational climate. Further analysis results indicated that culture-related inducers indirectly influence organizational climate through their direct influence on policy environment, project pressures, and individual traits. The proposed framework describing the inducers and the intergrouping relationships stipulates an understanding of the formation mechanism of contractors' unethical behavior. POGO (2014) disclosed founders responded to the public's opinion that federal contractors may be corrupt and began operating the contractor misconduct database in 1995. POGO employees created the Federal Contractor Misconduct Database in 2002 to hold the U.S. government and contractors accountable for fraud, waste, and abuse. POGO's contractor misconduct database provides an alternative to federal employees or the defense contractor labor force who want to convey misconduct without fear of reprisal.

Lasky (2013) disclosed suspension or debarment actions in DoD acquisitions increased significantly from 2002-2012. The violations for poor performance became critical and possibly detrimental to leaders in private sector contracting. Potential contract consequences include suspension or debarment, which are critical to contractors' success. Creating and implementing comprehensive tenets based ethics and compliance regulations as proposed is the best way for government contractors to avoid suspensions and debarment (Lasky, 2013).

Other statutory powers available to the government for implementation against underperforming contractors include terminations (Jung, 2016). Terminations for opportuneness under a customary fixed-price contract allow the DoD to breach contract terms legally when it benefits the DoD (Howe & Jack, 2015). The legal breach subsequently entitles the contractor to recover certain costs (Jung, 2016). Terminations for default become available for enforcement when a contractor defaults on a contractual agreement between the parties. In terminations for default, the contractor becomes liable for assessed claims for replacement products, price increases, and administrative costs (GAO, 2014). Howe and Jack (2015) noted ownership of defense contractors may also give intensification to DoD contracting regulatory issues, including conflicts of interest, suspension, and debarment, which may affect the target firm's capacity to effectively compete for federal defense contracts (Jung, 2016; Lasky, 2013). Although little controlling law or precedent exists, DoD contracting officers should take into account the potential for diligence issues arising in this area when considering an acquisition of a government contractor.

Organizational conflicts of interest. Howe and Jack (2015) disclosed federal regulations prohibit government contractors from having organizational conflicts of interest, which occur because of other activities or relationships, a contractor is unable or potentially unable to render impartial assistance or advice to the DoD, the contractor's objectivity in performing evaluative labor is or might be impaired (Clark 2017). Howe and Jack (2015) disclosed another area of diligence concern in private sector contractor business transactions link to suspension and debarment from defense contracts and *present responsibility* determinations. Because the DoD has the authority to contemplate the conduct of affiliated companies in making these determinations, a defense contractor firm that acquires a negative reputation could jeopardize the business of other defense contractor businesses with ethical background (Clark, 2017; Howe & Jack, 2015). The federal acquisition regulations provide that an agency may suspend or debar a defense contractor for a broad range of reasons, including fraud or commission of a criminal charge, unfair trade practices, or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of a defense contractor or subcontractor. Mitch and Brian (2013) noted the evaluation and censoring of a contract is a critical component of refining programs and documenting controls.

Howe and Jack (2015) reviewed thirteen private sector defense contractors that are debarred, suspended, or proposed for disentanglement are excluded from inheriting defense contracts or subcontracts and may not operate business with the DoD. The regulations allow the DoD to suspend or debar a private sector defense contractor based

solely on its affiliate status. Clark (2017) discussed a court case in which the U.S. Department of Justice announced on March 18, 2016 that Alex Wisidagama of Singapore, a former global executive for defense contracts of Glenn Defense Marine Asia, must serve 63 months in prison and repay more than \$ 33 million in restitution after defrauding the U.S. Navy for ship husbanding services, fuel, and other goods.

Outsource Contracting Task

The multitude of the federal workforce consists of positions requiring specialized skills to ensure that there are personnel in line to perform tasks critical to mission objectives. Berndtsson (2014) and Karstrom (2013) believed that contractors coexist in the presence with uniformed military personnel. The DoD relies on defense contractors for other service industries, such as human resources, finance and accounting, equipment repair and maintenance, and logistical support (Herbert & Rothwell, 2013). The DoD managers resolve issues surrounding the aging defense workforce through private sector contractors. Wu and Zhang (2014) argued defense contracting usually provides a cost advantage, whereas responsive outsourcing allows a firm to obtain more accurate demand information when making procurement decisions. DoD outsourcing of government services through contracting can provide an economic benefit to DoD (Chanson & Quelin, 2013; Keeler, 2013). Defense contracting organizational leaders use outsourcing to seek DoD services through private companies. Defense contracting emphasizes outsourcing provisions for services, such as transportation services, garbage collection, janitorial, and similar services (Smirnova & Leland, 2014). Hundreds of private contract companies compete for DoD service contracts. Opportunities may exist for defense

contracting employees to manage service contracts unethically (Witesman & Fernandez, 2013). The DoD contracting officials sometimes administer service contracts with minimal supervision (OPM, 2015). If the defense contracting employees assign quality control responsibilities to vendors, the employees relinquish oversight of government contracting out services (Lamothe & Lamothe, 2013). Dickinson (2013) argued that oversight is the most important part of deterrence because it is the foundation for accountability and prosecution. Appiah-Adu, Okpattah, and Djokoto (2016) found dissimilarities in the scope to which outsourcing affect corporate performance.

DoD contracting employees must incorporate the requirements, compliance with the law, and customer satisfaction related to the contract; these services should be carried out ethically (Witesman & Fernandez, 2013). DoD contracting policies provide clear guidelines on ethical standards. OMB Circular A-76 detailed the processes for contracting out of goods and services with commercial or private interests (OMB, 2014). Although private sector and DoD contracting employees may encounter barriers to efficient defense contracting, they must ethically administer federal contracts to authorized suppliers. Private sector defense firms and employees needed reforms because the process of accountability when administering defense contracts became stringent after 2008 (Jiahuan, 2013). Witesman and Fernandez (2013) reasoned contracting out a requirement for goods or services to industrial entities may persuade private sector defense contracting employees to offer unapproved contracts to unauthorized suppliers in exchange for money. Howlett and Migone (2013) found defense services contracting growth beyond normal services to policy-making an organizational management

activities. Conversely, employees must consider their actions and the effect all interested parties. A defense-contracting manager's intervention may or may not be beneficial to controlling barriers in private sector contract administration. Ongoing associations enhance ethical contract administration; leaders can use effective strategies to mitigate adverse conditions, such as issues encompassing the practice of reflexivity (McDermid, Peters, Jackson, & Daly, 2014).

Benchmarks, Parameters, Agreements, and Directives

The use of these benchmark assessments can be essential in tracking the achievements of these improvement initiatives. By benchmarking and improving its contracting strategies, the DoD will be overcome the battle toward integrity, accountability, and transparency of its financial operations (Bateman, Hines, & Davidson, 2014). Detailing the benchmarks and directives that govern private sector defense contracting is essential to private sector contracting employees. Organizational term regulations should govern the company's ethical values. Haynes (2015) and Payton and Kennedy (2013) argued that DoD contracting requires transparency, fairness, and ethics.

Private sector defense contracting employees do not adhere to an organization's or defense standard operating processes because of political influence. Frey, Schulz-Hardt, and Stahlberg (2013) found that the political climate had a significant influence on the decision-making process and outcomes in any DoD contracting organizations. Understanding how ethical guidelines affect private contract companies may help private sector defense employees to understand the importance of DoD rules and regulations. In an effort to understand how guidelines affect organizational standards, Zhong (2015)

examined ethical decision making in large defense contractors, such as Enron. Although Enron established ethical standards, employees regularly engaged in unethical behaviors.

Kumar (2014) considered operating procedures, and the effect that ambiguous guidelines might have on management processes. Operating procedures specify guidelines for employees to ensure proper completion of the job, if problems occur DoD may revise agreement to identify factors (Haynes, 2015). Revisiting DoD contracting compliance and regulations is necessary because of continued unethical behaviors by private sector defense contracting employees while administering defense contracts (U.S. GAO, 2013). The tool provides a company with insight into its current level of purchasing maturity and possibilities for improving performance by increasing this level. Not all private sector defense contracting employees are dishonest, yet to validate ethical behavior when administering defense contracts, employees must recuse themselves from instances that may indicate unethical behaviors (Acquisition Central, 2014; Clark, 2017). Bemelmans, Voordijk, and Vos (2013) disclosed the purchasing function management of the prime contractor has a sizable influence on the performance of DoD contractors to improve performance. Maheshwari and Janssen (2013) disclosed DoD benchmark strategy has an updated key priority area in terms of the use of technology to better serve key strategic decision makers from organizational stakeholders by innovative ways to deliver better digital services using fewer resources. Open Government Data relates to the problems of the digital government strategy and must explain variations (van Apeldoorn & de Graaff, 2014).

In case private sector defense contracting employees encounter instances of

unethical behaviors, knowing what and why government contracting rules exist may help employees in their ethical decision-making. Because of continued unethical behaviors, the FAR Council established new ethics laws that required the creation of written codes of business ethics (Johnson et al., 2013). Brown, Madsen, and Litteken (2014) disclosed when the DoD is on the other side of the negotiation, a claim filed to a contracting officer or brought in court under the Contract Disputes Act can certainly lead to a fraud counterclaim, or DoD may declare an agreement failure linked to an audit or investigation. Judiciaries seldom acknowledge that contractors do not have enough power to negotiate terms in contract. DoD contracts could be viewed as essentially adhesion contracts in many respects; if a contractor opposes a regulatory provision, the regulatory provision is questionable to be changed or removed, absent unusual circumstances (Brown et al., 2014).

Uhoka (2013) argued that continued U.S. government struggle to persuade contractor ethical actions are ineffective and that industry and business customs determine a firm's principle activities. Government contracting ethics required augmentation (U.S. GAO, 2013; Loulakis & McLaughlin, 2013). Compliance violations required the restructuring of the government contracting regulations (Johnson et al., 2013). Brown argued that the duty affords more protections to parties entering commercial contracts than a party contracting with the Government timely disclosures of unethical observations in some government contracting businesses remained a problem (U.S. GAO). Under Title 48 of the U.S. code of regulations, FAR Part 3 prescribes policies and guidelines for avoiding inappropriate business practices and personal

conflicts of interest when administering government contracts (Acquisition Central, 2014). Howlett and Migone (2013) argued the federal government contracting industry's ability to shape government policy invites misconduct. Business leaders may allow the government contracting employees to report unethical behaviors without fear of reprisal (Cassematis & Wortley, 2013). If the government contracting employees act unethically when administering government contracts, the employee may damage the public trust. FAR Part 3 provides ethics and compliance rules and requirements for individuals conducting government contracting business (Acquisition Central, 2014). Monczka, Handfield, Giunipero, and Patterson (2016) suggested that more than 50 years after the development of contracting, contracting in supply chain management field still lacks coherence, there is no obvious contender as an emergent paradigm for the discipline. Government contracting rules and regulations provide tools that may exclude government contracting employees from behaving unethically. Congress established additional guidelines and regulations to assist defense contracting employees when administering government contracts (U.S. GAO).

Politics and Private Sector Defense Contracting

Politics play a role in different sectors of the DoD. Because the U.S. Congress establishes the rules that direct government contracting, politics influences government contract administration. Jurisch, Ikas, Wolf, and Krcmar (2013) found thought-provoking explanations beyond case studies in a decision practice linking defense contractors. Bromberg (2014) argued increased financial support that an organization contributes to political campaigns, chance increases that the organization may receive a government

contract. Detecting improper behaviors when administering defense contracts may be difficult; therefore, DoD authorities enacted laws and controls to prevent unethical behaviors in government contracting (Acquisition Central, 2014). The U.S. defense contractor misconduct precautionary initiatives included contracting rules and regulations, along with legislative bodies and acts (Best, 2013). Best (2013) suggested that the U.S. government promoted contractor misconduct. Therefore, the lack of government regulatory authority made enforcing contractor misconduct difficult (Best, 2013).

Transition

In Section 1, I established the foundation for the business study. I began with the background of private sector defense contractor fulfilling contract term and agreement with DoD. The section included the problem statement, purpose statement, and nature of the study. Section 1 included the stated research question. The conceptual framework was theory of contracts and a list of defined terms is included in the section. Section 1 continued with a discussion of the study's assumptions, limitations, and delimitations. Section 1 concluded with a review of the professional literature that established the academic foundation for the study. Section 2 contains a description of the procedures I used to conduct this qualitative multiple case study to explore strategies some private sector defense contractors use to fulfill contract term agreements with DoD. I discussed my role in the research, data collection procedures and techniques, the logical steps of the data analysis, maintaining ethical standards, and the proposed plan to ensure dependability, credibility, and confirmability of the findings. In Section 3, I present the

findings of this study, recommendations for action, the implications for social change, and several recommendations for further research.

Section 2: The Project

In this section, I explain the role of the researcher, the participant eligibility requirements for the study, and the chosen method and design. I discuss the sampling method, data collection, data analysis, and the procedures to maintain ethical standards throughout the research project. I close this section explaining the procedures I undertook to ensure dependability, credibility, confirmability, and data saturation.

Purpose Statement

The purpose of this qualitative multiple case study was to explore strategies some leaders of U.S. private sector defense contracting businesses use to meet all the contract terms with the DoD. The targeted population was leaders of five private sector U.S. defense contracting business located in northwest Florida because they have successfully implemented strategies to meet all the contract terms with the DoD. The implications for social change potentially include a stronger national defense of the United States, a safer society, lower employee attrition, and increased worth, dignity, and development of individuals and organizations within the local communities because of improved economic and job stability.

Role of the Researcher

The qualitative case study researcher is the primary data collection instrument (Yin, 2015). Within my role of the researcher, I was the primary data collection instrument. As the primary researcher and data collector, my role was to carry out the full variety of data collection techniques, ensure participants understand the purpose of the study, construct and administer the interview questions, record face-to-face interviews,

and analyze the data. Researchers engage in interviews, observation, and facilitate data collection and analysis (Cater, Machtmes, & Fox, (2013). A researcher must collect and organize data objectively in a systematic method (Moustakas, 1994; Shields & Rangarjan, 2013). My role was to collect reliable and valid data, objectively analyze the data, and present the findings regardless of my personal views or agreement with the resulting outcomes.

Researchers should be familiar with the geographic area of the study (Yin, 2015). I have resided in Northwest Florida for 20 years and was familiar with the geographic area of the study. Researchers should establish rapport with research participants to ensure a level of comfort during the face-to-face interview process (Doody & Noonan, 2013; Ratislavová & Ratislav, 2014; Yin, 2014). I worked for multiple private sector contractors in the education industry for nearly 5 years. I obtained contracting experience from a professional perspective, but I had no connection to the phenomenon. My professional roles did not require me to collaborate with private sector defense contractors regarding contract term agreements. Yin (2014) noted researchers should recruit participants who do not possess a current or prior personal or professional relationship with the researcher. I had no prior or current personal or professional relationship with the targeted population. I had no past or current affiliation with the organizations selected to recruit participants.

The Belmont Report provides the ethical foundation for human research (Bromley, Mikesell, Jones, & Khodyakov, 2015; Adams & Callahan, 2014). The guidelines include (a) embodying ethical action, (b) ensuring participants are aware of the

right to withdraw from the study at any time, (c) generalizing beneficence, (d) protecting participants from harm and injustice, and (e) the unbiased selection of participants (Belmont Report, 1979). I followed the protocols outlined in the Belmont Report; my focus was to view data with objectivity, using all the data in spite of personal views, and not rejecting contrasting data. I selected participants to eliminate vulnerable persons, and preserved ethical standards by being reliable and eschewing deception. The most imperative step before proceeding with data collection in a case study is to obtain Institution Review Board (IRB) approval (Yin, 2015). As the researcher, I followed this principle and obtained Walden University IRB permission before the interviews commenced. I described to each study participant the confidential aspects of the study and received each person's consent by signature on an informed consent form before the start of each interview.

Engaging in data collection methods that require human interaction between a researcher and participant could result in biases skewing the results of the study (Yin, 2015). I remained aware of those probable biases during the exploration process. Bias is a threat to the credibility, reliability, trustworthiness, and validity of a study and can surface from the influence of individual concepts and personal opinions regarding the phenomenon of interest (Frisch & Huppenbauer, 2014). Researcher bias can occur through personal convictions that influence data collection or the presentation of findings (Yin, 2015). My lack of a direct relationship with the participants lowered the potential risk for personal bias and ethical issues. Data saturation occurs when enough information exists to replicate the research, when the researcher exhausts all venues within the case to

obtain new information, and when coding is no longer practical (Morse, Lowery, & Steury, 2014). Failure to reach data saturation has an effect on the merits of the study conducted and obstructs content validity (Kerr, Nixon, & Wild, 2010). Member checking is a process of the researcher allowing participants to review an interpreted summary of the interview transcripts, verify findings, provide feedback, and provide insights beneficial to this study (Anney, 2014; Chamberlin, 2015). To attain data saturation, I presented participants a summary of the interview transcripts, asked for verification of the interpreted summary of their responses to interview questions, asked additional questions, and accepted feedback from participants until no new information was available. By using member checking, I increased the accuracy, credibility, and dependability of the data collected.

An interview protocol provides a researcher with reliability throughout the research process by acting as the model for all in-depth interviews (Moustakas, 1994; Yin, 2014; Ramthun & Matkin, 2014). The interview protocol is a practical model designed to answer the research questions (Jacob & Furgerson, 2012). The interview protocol for this study included an outline for conducting the interviews and provided me the opportunity to gather information about a phenomenon by asking questions to participants based on the research questions. The interview protocol included prompts to ask additional questions for clarification of interview responses (Jacob & Furgerson, 2012; Yin, 2015). I incorporated an interview protocol to assist the interview process to flow smoothly in a systematic manner as I attempted to uncover as much information about the research questions as possible (see Appendix A). The participants received

assurance that the intent of the study would not impose any harm to them. Each participant's involvement was voluntary and I notified the participants that they may withdraw from the study at any point throughout the research process.

Participants

The eligibility criteria for participants must be in perfect alignment with the objective of the study as well as the research question (Sanjari, Bahramnezhad, Khoshnava Fomani, Shoghi, & Cheraghi, 2014). The overarching research question for this proposed study was: What strategies do some leaders of private sector U.S. defense contracting business use to meet all the contract terms with the DoD? The participant eligibility criteria were (a) be a leader of a private sector U.S. defense contracting business, (b) who implemented strategies to meet all the contract terms with the DoD, and (c) conducted business from an office in northwest Florida.

To identify participants, I searched for companies registered on Government Bids and U.S. Department of Veterans Affairs, a public website and the U.S. federal government's primary source for all open-market contracting opportunities that exceed \$25,000 (FAR, 2014). Government Bids is part of Government Contracts USA, offering a range of service government contracts, government request for proposal and government contract locating systems. The U.S. Department of Veterans Affairs (2015) Vendor Information Pages online government websites house publicly available contractor data also served as resources for finding participants from various socioeconomic groups. Contract Press Operations (2017) noted names of businesses and contract awards for private sector contractors who conduct business with DoD. I obtained access to the

company documents through the owner or leader of each company signing a Letter of Cooperation and Confidentiality Agreement (see Appendix B). The reviewed company documents included operations and quality assurance manuals that contained specifications of quality management systems and operational policies, program manager and employee training manuals, DoD contract auditing policies, memos and policies regarding strategies to adhere to all the terms and conditions of DoD contracts, archived DoD contracts, and request for proposals (RFPs) from the DoD. I reviewed these company documents along with a search of public records to ascertain final eligibility to participate. I used the review of company documents to gain a better understanding of contract vocabulary, gain a deeper understanding of strategy implementation, and to validate the interview data using methodological triangulation.

Researchers conducting qualitative research interact and associate with participants (Cook, 2015). Cook (2015) noted that participant willingness to participate in a research study is higher when the researcher couples online recruitment processes with in person contacts with members of the targeted population instead of using only one contact method. I invited members of the targeted population to participate through telephone calls, e-mails, and in person contacts. I used an e-mail and telephone script to make initial contact (see Appendix C). Recruiting participants online aids researchers by reducing restrictions to reach participants with valid, highly specialized knowledge (Brandon, Long, Loraas, Mueller-Phillips, & Vansant, 2014). The use of the consent form confirms to the recommendations made by prior researchers for rigorous case study research (Guetterman, 2015; Hyett, Kenny & Dickson-Swift, 2014; Leahy, 2013).

Researchers must convince business leaders to participate and grant permission to access company records (Brandon et al., 2014). I made in person contacts to obtain participants' signatures on the informed consent form.

Research Method and Design

Research Method

The three research methods are qualitative, quantitative, and mixed method (Yin, 2015). The research problem and questions are elements to consider when deciding the research method (Burns-Cunningham, 2014). A researcher uses the qualitative method as a structured approach and a rational procedure to confirm or provide additional insight into existing theory and literature (Cohanier, 2014). Researchers use the qualitative method to gain an in-depth understanding of a phenomenon as well as the principal meaning of phenomena (Yin, 2015). Qualitative researchers use an open dialog with participants to discover what is occurring or has occurred (Yin, 2015). A qualitative method is appropriate for collecting and interpreting data to search for meaning (Pettigrew, 2015; Yilmaz, 2013). I selected the qualitative method to collect primary data using open-ended questions to gain an in-depth understanding and the principle meaning of a phenomenon. I used the qualitative method as a structured approach to provide additional insight into the theory of contracts as well as scholarly literature.

The researcher encompasses philosophical assumptions and patterns of analysis (Anyan, 2013; Sarma, 2015). The process for the researcher in a qualitative research is identifying a problem, collecting data, carry out data analyzing, and interpreting data to authenticate meaning (Yap & Webber, 2015). Qualitative researchers describe the

experiences and acuties of participants' experiences related to the focal point of interest (Barnham, 2015; Marshall & Rossman, 2016; Tong et al., 2013). The sources of qualitative data consist of interviews, questionnaires, observations, and documents (Frels & Onwuegbuzie, 2013). The qualitative method was appropriate because I was researching strategies leaders used to gain an in-depth understanding of a phenomenon through face-to-face, semistructured interviews, and reviewing company documents.

Quantitative researchers collect data through closed ended questions to test hypotheses about the relationships or differences among variables (Green & Salkind, 2014; Yin, 2015). The quantitative researcher pursues causative determination, predictions, and generalization of the findings (Barnham, 2015). The quantitative researcher uses numeric data and statistical testing to examine the correlation linking variables (Anyan, 2013). Quantitative researchers focus on predefined variables to examine trends and relations as the basis for the discovery of knowledge (Green & Salkind, 2014; Masue, Swai, & Anasel, 2013). I did not select the quantitative method for this study because using closed-ended questions to test hypothesis among variables and engaging in statistical correlation analysis was not the appropriate data collection and analysis procedures to address the problem and answer the research question.

Mixed method researchers use both qualitative and quantitative elements to conduct exploratory and confirmatory inquiry (Venkatesh et al., 2013; Yin, 2015). A mixed-methods study contains quantitative elements (Green & Salkind, 2014). Yin (2015) noted mixed method research requires the application of two research methods to define the prevalence or frequency of processes. I did not use any elements of the

quantitative method in my study, such as testing hypotheses or conducting confirmatory research; therefore, a mixed method approach was not appropriate.

Research Design

A researcher must select the appropriate design to link the data collected to the central research questions and the conclusion of study (Yin, 2015). Choosing a research design is a critical process in determining the study's best design (Yin, 2014). I considered four research designs: (a) ethnography, (b) narrative inquiry, (c) phenomenology, and (d) case study. After careful consideration, a case study was the most appropriate design for conducting this research study. A case study design is popular in academic and scholarly settings and is fitting for studies of organizational importance (Baškarada, 2014; Hyett et al., 2014; Mukhopadhyay & Gupta, 2014). Case studies can be single case studies relating a single idiosyncratic case or multiple case studies comprising numerous identified cases (Guetterman, 2015). Yin (2015) noted a multiple case study is holistic or embedded; the cases should follow a replication rather than sampling logic. A case study has five components of a research design: (a) case study's questions; (b) its propositions; (c) its unit of analysis; (d) the logic linking the data to the propositions; and (e) the criteria for interpreting the findings (Yin, 2015).

The case study research is most appropriate design for answering how and why questions (Yin, 2015). In a case study, researchers attempt to grasp the quintessence of the ordinary human experience through the design of the data collection process (Mayer, 2015; Yin, 2014). A multiple case study is suitable for this proposed study because the design facilitates my exploration of a specific and complex phenomenon

within its real-world setting (Yin, 2015). I selected a multiple case study design because I observed applied research standards accomplished by analyzing opinions relative to modern perspectives related to a phenomenon in private sector contract term agreements. Multiple case study design facilitates the concept of data saturation (Marshall & Rossman, 2016). Yin (2015) noted the appropriateness of a case study design regarding exploring a specific, complex, and bounded phenomenon with its real world context. A multiple case study design is appropriate when the researcher seeks to probe a business phenomenon in a contextual setting (Lambert & Lambert, 2012; Moustakas, 1994). I chose the multiple case study design because I was exploring a business phenomenon in a contextual, real world setting.

Ethnographers probe social problems as a part of the group to understand unfamiliar cultures (Brown, 2014). Researchers conducting cultural-based studies require a sample size in excess of 20 participants to gain a comprehensive understanding of the culture (Boddy, 2016; Yin, 2015). Ethnographers obtain in-depth data from a specific cultural group (Houghton, Casey, Shaw, & Murphy, 2013). I did not explore the culture of an organization or group of people using a large sample size; therefore, an ethnography was not an appropriate design.

Narrative inquirers provide accounts of field events, storytelling, photos, or journal of life experiences (Yin, 2015). The researcher retells the information in chronological order and combines the information with view from the participant's life (Guetterman, 2015; Wang & Geale, 2015). Narrative inquirers focus on human experience, thought, memory, and interpretation, all of which remain subject to

continuous change and transformation. Narrative researchers attempt to understand the vivacity of an individual for the goal of documenting stories about the events that occurred to individuals (Suarez-Ortega, 2013). The narrative design was not an appropriate selection because I did not rely on subjective chronological storytelling of participants with the purpose of understanding complex meanings and perspectives from patterns of stories from the past. I did not use a narrative inquiry design because field events or life stories as data for exploring a phenomenon was not the objective for my research.

Phenomenological researchers seek to identify and explore the meanings of lived experiences of people experiencing a phenomenon (Kahlke, 2014). The phenomenological design is a means for researchers to understand lived experiences of the participants in research to establish meaning (Chen & Deterding, 2013). To answer the questions and gain an in-depth understanding of lived experiences, the collection of data from participants is a necessity for a phenomenological study (Freeman, Fothergill-Bourbonnais, & Rashotte, 2014). Although phenomenology is suitable for a researcher to describe and interpret phenomena to create meaning (Freeman et al., 2014), the phenomenology design was not the most beneficial method for exploring implementation strategies for defense contractors. The goal of the phenomenological researcher is to depict and indicate the unifying and conflicting interrelations of a phenomenon on participants in a research study (Fisher & Stenner, 2011). I did not seek the lived experiences of the participants; therefore, a phenomenology was not a suitable design.

A researcher conducting a case study must attain data saturation (Marshall, Cardon, Poddar, & Fontenot, 2013). Failure to reach data saturation affects the quality of the research conducted and obstructs content validity for the researcher (Fusch & Ness, 2015). Fusch and Ness (2015) disclosed researching data saturation occurs once enough information exists to replicate the research, a future researcher replicating the study finds no new data, and when no new themes or codes emerge. The fortitude of data saturation remains dependent on the observations and proficiencies of the examiner (Marshall et al., 2013). During data collection and analysis, the researcher pays attention to the concept of data saturation through ensuring that no data remains unexplored or undiscovered (Fusch & Ness, 2015). Fusch and Ness noted interview questions structured to facilitate the researcher asking multiple participants the same questions aids in attaining data saturation. I pursued data until I reached data saturation, when no new data, codes, or theme emerged. I asked all participants the same interview questions to facilitate data saturation and replication of the study. Member checking facilitates data saturation because the researcher seeks validation of an interview transcript summary along with seeking additional information from the participants (Brod. Tesler, & Christiansen, 2009; Rubin & Rubin, 2012). Researchers increase the trustworthiness of the interview data through member checking (Carlson, 2010). I transcribed the interviews, summarized the interview transcripts, and reengaged the participants in member checking to ensure attaining data saturation.

Methodological triangulation is a recommendation by case study experts that encompasses the collection of data by different methods (Fusch & Ness, 2015). Yin

(2015) suggested six types of data case study research: documents, records, answers to interview questions, direct observations, participant observations, and artifacts. I obtained data from public records as well as company policies regarding DoD contract adherence, archived contracts agreements, and other relevant company records for validity and redundancy to attain data saturation. I gained access to company policies, documents, and records through signed permission from the leaders of the private sector defense contracting companies (see Appendix B).

Population and Sampling

Purposive sampling is appropriate for multiple site qualitative case study research that requires the selection of knowledgeable sample of participants from a larger population who desire to communicate their expertise about the research question and study (Acharya, Prakash, Saxena, & Nigam, 2013; Babbie, 2014; Palinkas et al., 2013). Snowball sampling is a method research scholars use to permit participants to refer other potential participants (Benoot, Hannes, & Bilsen, 2016; Denscombe, 2014; Ishak & Bakar, 2013). Obtaining suitable access to participants through purposeful sampling eliminates the need for snowball sampling that consist of participants referring other volunteers to participate in study (Cohen & Arieli, 2011). I did not desire for participants to know the identity or contact details of other participants; therefore rejected using snowball sampling. Acharya et al. (2013) and Babbie (2014) noted census sampling involves the study of all the members of the population and is an appropriate strategy for the case study that involves well-established, clearly delineated boundaries, such as interviewing the president of the chosen organizations. For this case study research study,

I had no need to study an entire population, nor did I anticipate any challenges contacting private sector defense contracting leaders in northwest Florida geographic area. To gain access to participants, I searched for companies registered on Government Bids and U.S. Department of Veterans Affairs, a public website and the U.S. federal government's primary source for all open-market contracting opportunities that exceed \$25,000 (FAR, 2014). After obtaining contact information for private sector defense contractors in northwest Florida from these government databases, I contacted leaders of the companies to begin the process of identifying eligible participants using an e-mail and telephone script (see Appendix C). I gained access to each company's archived DoD contract documents, policies regarding adhering to DoD contract terms, and other company memos related to avoiding contract violations through obtaining permission from the company owner or authorized leader (see Appendix B).

Researchers select purposeful sampling because the targeted population exceeds the number of participants necessary in the sample population (Choy, 2014; Cohen & Arieli, 2011). Researchers use purposeful sampling when participants must meet a specific eligibility criteria (Koch, Niesz, & McCarthy, 2014; Suri, 2011). A purposeful sampling technique is the process I used to select five participants because the sample population exceeded the targeted population. A researcher uses purposeful sampling to select participants with significant information on the research topic to understand the phenomenon (Suri, 2011). Qualitative researchers use purposeful sampling to choose participants based on experience and distinctions (Koch et al., 2014). Fusch and Ness (2015) noted researchers must ask questions to saturate the data until no new

information, themes, or coding emerges. The use of purposeful sampling technique was appropriate to select participants who had experience and knowledge to provide rich data in private sector defense contract terms and agreements.

Population

In any research study, a critical element is to identify the population that is most beneficial for the study (Yin, 2015). The targeted population was leaders of five private sector U.S. defense contracting business located in northwest Florida because they have successfully implemented strategies to meet all the contract terms with the DoD. Northwest Florida is the geographic location of more than 1000 private sector defense contractor businesses (Government Contracts Won [GCW], 2017; FAR, 2014). From 2000-2015, approximately 700 private sector defense contractors located in northwest Florida received 14,642 DoD contract awards (GCW, 2017). The population was appropriate for the study because the participants were private sector defense leaders within the geographical area who obtained contracts with the DoD. The targeted population for a study should possess characteristics of the total population (Yin, 2015). Gaining access to participants began with a search for private sector defense contracting companies registered on Government Bids and U.S. Department of Veterans Affairs, a public website and the U.S. federal government's primary source for all open-market contracting opportunities that exceed \$25,000 (FAR, 2014). I identified defense contractors in northwest Florida, and made initial contact following an e-mail and telephone script (see Appendix C). A review of each company's archived DoD contract documents, and policies and memos related DoD

contract adherence was the means to determine participant eligibility. I gained access to each company's archived DoD contract documents, policies regarding adhering to DoD contract terms, and other company memos related to avoiding contract violations through obtaining permission from the company owner or authorized leader (see Appendix B).

Sample Size

The sample size for this qualitative multiple case study was five participants. Mayer (2014) conducted a study collecting data from a sample size of five leaders of contract management companies in the aerospace and defense industry. Clark (2017) conducted a qualitative study within contract management using a sample size of five from the top five businesses to collect data from defense contractors during businesses with DoD. For a qualitative study on contract management, Yerkic-Husejnovic (2017) purposefully selected five business leaders who were responsible for ensuring contract compliance for outsourcing research and development. Because my study was similar in method, design, and topic to Mayer, Clark, and Yerkic-Husejnovic, a sample size of five participants within private sector defense contractor businesses was appropriate. I purposefully selected and interviewed five business leaders from the targeted population who met the eligibility criteria and who could provide rich and thick in-depth information. The interviews took place in a private conference room inside each business location. I obtained permission to conduct on-site interviews through the owner or leader of each company signing a Letter of Cooperation and Confidentiality Agreement (see Appendix B). I used an Olympus VN-7200 2GB digital voice recorder

to record the interviews and used the audio-recording feature of an iPhone 7 as a backup audio recorder. I obtained high quality recordings of the interviews from both recording devices. I followed a strict interview protocol to ensure consistency throughout all the interviews (see Appendix A).

Data Saturation

Researchers conducting a qualitative case study must attain data saturation to ensure the dependability and credibility of the findings (Marshall et al., 2013). Omission of data saturation effects the quality of the research conclusion and obstructs content validity for the researcher (Fusch & Ness, 2015). To ensure a credible outcome of the study, the researcher must collect and analyze data until no new coding opportunities exist and no new themes emerge (Fusch & Ness, 2015; Marshall et al., 2013). During data collection and analysis, the researcher cultivates the concept of data saturation through ensuring that no data remains unanalyzed or undiscovered (Fusch & Ness, 2015). Bernard (2012) noted interview questions crafted to facilitate the researcher asking multiple participants the same questions aids in reaching data saturation. I pursued data until I reached data saturation, when no new data, codes, or theme emerged. I asked all participants the same interview questions to facilitate data saturation and replication of the study. Member checking facilitates data saturation because the researcher seeks validation of an interview transcript summary along with seeking more evidence from the participants (Brod et al., 2009; Rubin & Rubin, 2012). Researchers increase the trustworthiness of the interview data through member checking (Carlson, 2010). I transcribed the interviews, summarized the interview transcripts, and reengaged the

participants in member checking to ensure attaining data saturation. Using a multiple case study design enabled me to use methodological triangulation through the data collected from interviews, member checking, public records, and company documents, such as policies regarding contract adherence, archived contracts, and memos related to strategy implementation to reduce DoD contract violations.

Ethical Research

Informed consent is a process of obtaining participants' agreement to participate in the study with the understanding of what involvement means regarding advantages and disadvantages (Mouton, Malan, Kimppa, & Venter, 2015). Ethical researchers obtain informed consent from participants prior to face-to-face interview (DuBois et al., 2012; Taiwo & Panas, 2013). The informed consent form for this study contained information regarding the purpose of the study, extent of the study, and the process of participating as well as the risk to participants and benefits of the study to the community.

I provided each participant a consent form and ensured that each participant read and consented by signing the informed consent form prior to interview. Participation was strictly voluntary, and did not include minors. I advised participants that they had an option to withdraw from the study at any time during the study without explanation via e-mail, telephone call, or in person before, during, or after the interview. Participants received no compensation for participation in this study.

Leedy and Ormrod (2013) noted four ethical principles of qualitative research are (a) protection from harm or confidentiality, (b) honesty, (c) written informed consent, and (d) right to privacy. The participants signified their willingness to

contribute to the study by signing the informed consent form prior to face-to-face interviews and document review. The informed consent form contained information for participants of withdrawal options. Each participant could refuse to answer questions at any time during the interview process (DuBois et al., 2012; Taiwo & Panas, 2013). The process requires researcher to follow informed consent process to observe and adhere to ethical principles: (a) fully disclose the purpose of this study to participants, (b) obtain informed consent in writing from participants (c) provide each participant with procedures on how to withdraw from study on the consent form, (d) inform each participant that no compensation for participation exists, and (e) maintain the data in a secure location for 5 years.

Yin (2015) stated that assignment of codes protects the confidentiality of the participants. All participants had a code as a label, (P1= participant 1, P2= participant 2, P3= participant 3, P4 = participant 4, and P5 = participant 5). This action occurred to protect participant confidentiality. Researchers will not collect sensitive data pertaining to identify of participants unless they are crucial elements of the research (DuBois et al., 2012; Morse et al., 2014). I will retain the data according to Walden University standards. Data related to the study will remain in a locked file cabinet in my home office for a period of 5 years and destroyed after the 5-year period. The Walden University IRB approval number for this study is 02-07-18-0596791.

Data Collection Instruments

Qualitative researchers do not employ the same type of instruments as quantitative researchers use in the data collection process (Stake, 2010). The

classifications of data collection are primary and secondary dialogue data themes to enable triangulation with a qualitative study (Yin, 2015). Qualitative researchers use open-ended questions in a semistructured interview format (Bernard, 2013; Yin, 2015). A small-scale pilot study is useful in the event the researcher needs to verify the feasibility of research protocols and procedures in preparation for conducting a larger study (Yin, 2015). Because of the limited scope of this study and the use of proven research protocols for conducting a case study, I had no need to conduct a pilot study to verify research protocols and procedures in preparation for a larger study. I, as the primary data collection instrument, used in depth, open-ended questions in a semistructured interview format to collect primary data (see Appendix A). Case study researchers collect data from multiple sources of evidence and systematic searches for relevant documents and company archival records to employ methodological data triangulation (Denzin & Lincoln, 2011; Farago, Zide, & Shahani-Denning, 2013; Marshall & Rossman, 2016). In addition to primary interview data, case study researchers use archived company records, observation, and relevant public documents as secondary data sources (Bernard, 2013; Farago et al., 2013; Yin, 2015). I obtained access to company records, such as policies regarding DoD contract adherence, archived contracts, and memos related to strategy implementation to mitigate contract violations through obtaining signed permission from each private sector defense company leader (see Appendix B). I did not reveal any information in the final published study deemed proprietary by the company leaders. I used company documents, archived DoD contracts, policies and related to DoD contract adherence, and public records related to each company's record related to

meeting DoD contract terms as secondary data sources to employ methodological data triangulation for a thorough review of documentary evidence in the data collection process.

In-person interviews are commonly a strategy for collecting qualitative data to permit the researcher to collect information directly from participants (Anne, 2014; Yin, 2015; Zohrabi, 2013). I searched for private sector defense contractors in northwest Florida registered on Government Bids and U.S. Department of Veterans Affairs, a public website and the U.S. federal government's primary source for all open-market contracting opportunities that exceed \$25,000 (FAR, 2014). Using the contact information for the leaders of private sector defense contacting companies obtained from the U.S. government website, I contacted leaders of the companies following an e-mail and telephone script (see Appendix C). I obtained signed permission from company leaders to review company documents to determine eligibility to participate (see Appendix B). After determining eligibility to participate, scheduling of face-to-face, semistructured interviews occurred. I followed an interview protocol, beginning the semistructured interviews with a self-introduction, a review of the informed consent form as well as the objective of the study, and follow with the interview questions (see Appendix A). The interviews took place in a private conference room inside each business location. I obtained permission to conduct on-site interviews through the owner or leader of each company signing a Letter of Cooperation and Confidentiality Agreement (see Appendix B). I used an Olympus VN-7200 2GB digital voice recorder to record the interviews and used the audio-recording feature of an iPhone 7 as a backup

audio recorder. I obtained high quality recordings of the interviews from both devices without any problems occurring.

Researchers use member checking to allow participants an opportunity to verify the accuracy of the summary of the interview data as well as to seek additional information from the participants (Chamberlin, 2015; Nwankwo, 2015). Researchers may engage participants in member checking in informal interviews, journal entries, or focus groups during or near the end of data collection (Anney, 2014; Texel, 2015). I engaged in member checking by providing the participants a summary of their interview responses to confirm the credibility and dependability of the information they provided during the interview.

Data Collection Technique

In qualitative research, collecting data occurs from four activities: in person interviews, observation, examining information laden records, and interpretation (Yin, 2014). Yin (2015) noted that the goal of qualitative case study research is to explore the lived experience of a phenomenon. In case study research, the researcher is reliable for using the most beneficial technique to attain data about the experiences of the participants (Leedy & Ormrod, 2013; Pacho, 2015; Peters & Halcomb 2015). Face-to-face interviews are an efficient data collection technique that plays a primary role in the data collection of qualitative research (Moustakas, 1994; Salmons & Kaczynski, 2016). I used in-depth, face-to-face interviews and records review as data collection instruments for this study following an interview protocol (see Appendix A). The process included (a) acquiring the signature of each business owner or leader on a letter of cooperation and confidentiality

agreement form to allow access to the site for research purposes (see Appendix B), (b) obtaining contact information for members of the targeted population within each company, and (c) contacting making contact with potential participants by e-mail or telephone to set up an initial face-to-face meeting (see Appendix C). Moustakas (1994) noted repeatability and consistency in a data collection technique increases the dependability and relevance of each event. I arranged in-person meetings with participants to engage in member checking, allowing 30-45 minutes for them to review a summary of the interview transcripts and check, edit, clarify, and approve the accuracy of the summary as a reflection of the information they provided during the interview. I sought additional information from the participants during member checking to attain data saturation. Data collection included responsible procedures to the safeguard of each participant's privacy and security.

Face-to-face interviews have long been the dominant interview technique in the field of qualitative research, but there are advantages and disadvantages (Moustakas, 1994). Researchers create a better working relationship with participants using face-to-face meetings when collecting data as opposed to telephone conversations or Internet questionnaires (Rodriguez, Sana, & Sisk, 2014). I used face-to-face, semistructured interviews following an interview protocol (see Appendix A). Opdenakker (2006) disclosed some advantages and disadvantages of conducting face-to-face interviews. An advantage is researchers improve the working and professional relationship with participants through conducting in-person interviews. Another advantage is interview sessions recording and transcription to review later. Denscombe (2014) argued the face-

to-face interview process is too lengthy, timely, and cause financially burdens. Using a digital recorder has the advantage that the interview report is more accurate than writing out notes. The digital recording also brings about the risk of not taking any notes during the interview (Opdenakker, 2006). The answers the participant provides may all be truthful, but for data analysis, the data may be inaccurate and misleading. The disadvantages of using record analysis are misfiling of records and archived records are not available (Denscombe, 2014). Qualitative researchers must use probing initial questions and follow-up questions during the interview with participants to obtain rich data (Leedy & Ormrod, 2013; Moustakas, 1994; Yin, 2015). Using probing initial questions along with pertinent follow up questions during the semistructured interviews to collect rich and thick response allowed me to collect relevant data. Researchers enhance transferability of the findings by future researchers through meticulous documentation of data collection and analysis techniques, using an interview protocol, and member checking (Castillo-Montoya, 2016; Marshall & Rossman, 2016; Yin, 2015).

Participant contacts occurred through e-mail communications, in person visits, and telephone calls throughout the entire process of this research project (see Appendix C). Researchers record the participants' response during interviews to enable to ability to create interview transcripts (Anney 2014; Chamberlin, 2015; Nwankwo, 2015; Texel, 2015). I recorded the participants' responses during the interviews, manually transcribed interview recordings, identified codes, themes and patterns, and wrote a summary of the transcripts to facilitate member checking as a strategy for participants to check, edit, clarify, and validate the accuracy of the information provided during the interview. I used

an Olympus VN-7200 2GB digital voice recorder to record the interviews and used the audio-recording feature of an iPhone 7 as a backup audio recorder. I obtained high quality recordings of the interviews from both devices without any problems occurring. Data collection included responsible procedures to the safeguard of each participant's privacy and security

Data Organization Technique

The researcher must construct a system to organize data and confirm the reliability and dependability of the technique before initiating the interview process (Bell, 2013; Potter, 2013; Yin, 2015). Electronic data existed as files in the appropriate computer software programs. The need exists for researchers to properly format, label, and categorize interview notes data organization technique (Bell, 2013; Marshall & Rossman, 2016; Yin, 2015). Marshall and Rossman (2016) suggested a simple retrieval procedure for researchers to collect data for analysis and identify classifications during the analysis phase. I used a file naming principle that was password protected, kept a journal of events on a portable, password-protected flash drive, and created a research log as a strategy to systematize research data for tracking and management purposes. The organization of data into practicable portions permits researchers to critique, restructure, and replicate the authenticities of the data (Marshall & Rossman, 2016; Yazan, 2015; Yin, 2014). I used computer software, such as a voice recognition audio recorder, Google drive, NVivo10, and Excel to organize and manage data in a computer database. Once I collected the data, analyzed data, and wrote a summary of events, I gave a copy of the summary of the transcription to each participant for accuracy and member checking.

Returning the transcripts to the participants has two objectives: validate the transcript trustworthiness and allow for participant feedback of summary of transcript and supplementary questions or specific comments (Bell, 2013; Marshall & Rossman, 2016; Mero-Jaffe, 2011). Finally, the analyzed data was loaded into password protected computer software file and locked up for 5 years. After 5 years, I will delete the electronic files and shred paper documents. Marshall and Rossman (2016) and Bell (2013) noted researchers categorize and label data for consistency. The data for each interview from each participant remains in electronic files under a fictitious name (P1, P2, P3, P4, and P5). These documents will allow researcher to read, study, and observe the data after the interview (Nwankwo, 2015; Texel, 2015).

Data Analysis

Researchers relate qualitative data analysis to a detailed process of selecting fragments of data and framing the qualitative implications and the functions of uniformities and variations within the collected data (Flick, 2014). Methodological data triangulation was the most appropriate data analysis technique for this multiple case study. The data consisted of interview data verified through member checking and company documents that were relevant to answering the research question. I obtained access to the company documents through the owner or leader of each company signing a Letter of Cooperation and Confidentiality Agreement. The reviewed company documents included operations and quality assurance manuals that contained specifications of quality management systems and operational policies, program manager and employee training manuals, DoD contract auditing policies, memos and policies regarding

strategies to adhere to all the terms and conditions of DoD contracts, archived DoD contracts, and RFPs from the DoD. I used the review of company documents to gain a better understanding of contract vocabulary, gain a deeper understanding of strategy implementation, and to validate the interview data using methodological triangulation.

Case study data analysis depends on analytical procedures leading to the exhibition of data analysis results, distinct from explanations or understandings (Yazan, 2015; Yin, 2015). Case study data analysis consists of analyzing, categorizing, testing, and triangulating data to find conclusions based on prior research and the conceptual underpinnings of the study (Yazan, 2015; Yin, 2015). I used methodological data triangulation to improve the dependability of the data and the credibility of the findings. Triangulating data drawn from multiple sources improve the dependability of the data as well as the credibility of the results of the study (Yin, 2015).

The preliminary steps of the analytical and sequential method for data analysis classically comprise reading and rereading the interview transcripts, literature of new studies, notes, and relevant records that may perhaps lead to the expansion of preliminary ideas about classifications, coding, and links about potential themes (Harvey, 2015; Yazan, 2015). I followed Yin's (2015) model for of data analysis: compiling the data, disassembling the data, reassembling the data, interpreting the meaning of the data, and concluding the data. Cross-case inquiry and analysis occurred to complete methodological triangulation of the interview data and document reviews.

Compiling Data

Harvey (2015), Yazan (2015), and Yin (2015) noted the use of software, such as a

voice recognition audio recorder, NVivo, Google drive, and Microsoft software facilitates compiling, organizing, and managing the data. After concluding face-to-face interviews using the interview protocol as a guide (see Appendix A), transcribing the interviews, and engaging in member checking and document reviews, I compiled the data. Using NVivo10 software for theme identification aids researchers to provide a critical analysis, facilitates the researcher interpreting the data, and provides a system to govern conclusions about the findings in the study (Sotiriadou, Brouwers, & Le, 2014). I used NVivo10 software to aid in compiling the data into a methodical framework that supported acumen into the interview responses and how participant responses related back to the original research questions. I exhausted the approach of merging and synthesizing the data from multiple sources below and included comments on verifiability concerns. The compilation process began through assembling the interview transcripts, results of member checking, and all data from document reviews for coding (Sanchez, Kraatz, & Hampton, 2014). I stored the raw data in in password-protected computer files within Microsoft Excel and Word. I used Microsoft Word tables to initially compile coded data from each organization. Finally, I uploaded the data to NVivo10 to begin disassembling the data.

Disassembling Data

Researchers use NVivo software for data coding, pattern and theme identification, and to analyze data with minimal errors (QSR International, 2013). Many researchers conducting a qualitative method study prefer to use NVivo10 instead of Atlas.ti, and MAXQDA because NVivo10 is specific to qualitative theme analysis, supports small

data sizes, and is more user friendly. I used NVivo10 software for Mac to disassemble the data because the coding features are specific to qualitative data theme analysis and were user friendly in comparison to using Atlas.ti or MAXQDA. Organization and coding of the interview and document review data occurred prior to inputting into NVivo10 software. I used NVivo10 computer software to code the identification of emerging patterns and themes. Regardless if the emerged themes and patterns contain similarities or contrasting results, the data remains contributory to answering the research question. Odumodu (2014) noted that qualitative researchers use NVivo10 software to help find same or similar words and phrases more easily and determine if the data from individual case studies are similar or contrasting. Once I completed disassembling and coding the data, I reassembled the data.

Reassembling Data

The reassembling process involves coding, clustering, and categorizing the labels into sequences and groups (Yin, 2015). I safeguarded data to ensure the emerging themes were not vulnerable to any type of bias, including researcher bias. Reassembling coded data for interpretation and analysis involves recognizing and structuring themes and subthemes, constructing code clusters, and associating literature with the chosen conceptual framework (Yin, 2015). In multiple case studies, researchers reassemble the data to identify when data from case predict similar results or predict contrasting results (Kornbluh, 2015; Yin, 2015). I organized specific data obtained from the in-person interviews by code names and review of records by subject, identified salient themes, recurring ideas, and patterns in the data collection process. I organized interview

transcripts for participants and document review for procedural coding before inputting data onto NVivo10 software. Software is appropriate for both documentation and creating systematic folder profiles and file naming process (Margarian, 2014).

I created folders for document review and interview data in computer software application, input interview transcripts data in computer software and created nodes onto which I coded each interview transcription. I imported documents onto a document review data folder in NVivo10 and created nodes in which I coded each document. I organized data into smaller segments and sort grouped them into manageable units for coding. I confirmed the examined data for accuracy and consistency with the research question. During the reassembly phrase of data analysis, I revealed patterns and themes through interpretation while avoiding analysis through a personal lens. I showed any relationships among themes, linking themes the literature review and the theory of contracts. I compared and contrasted the overarching themes to uncover cases that appeared similar, and searched for new emerging themes and explanation to avoid bias. After the reassembling process, I interpreted the data.

Interpreting Data

Researcher should interpret data through exploration of comparable and contrasting themes relevant to the research question (Zohrabi, (2013). The interpretation stage requires creating narratives from the sequences and groups including conclusions (Yin, 2015). I interpreted the data, developed narratives from the emergent themes and patterns, and reported the findings from the interpretations regarding the strategies leaders use to fulfill contract terms and conditions with the DoD. Interpreting the data

requires the researcher to check for biases or preconceived conclusions using contextual richness (McDermid et al., 2014). Data interpretation also comprises proving the data against key assumptions made while defining the research question (Yin, 2015). The data interpretation phase requires the researcher to focus on answering the research question to obtain the meaning for the data collected (Yin, 2015). Identifying concluding themes and patterns that link to the research question are fundamental to understanding the qualitative study. Through the lens of the theory of contracts, I summarized study results by comparing the results of interview and document review to the goals of the study and the research question. I contrasted conflicting views among the emergent themes, clusters, and put together themes through pattern matching. I confirmed how the explanations justified the findings. I made recommendations regarding strategies in contract management and confirmed whether the interpretation justified the conclusion of study.

Concluding the Data

The final step of concluding the data comprises fostering an understanding of the meanings and interpretations data results (Yin, 2015). I presented the findings of the study in a systematic manner. I documented, discussed, and organized the findings in alignment with the research question and the theory of contracts. I discussed the contributions to effective business practices and the implications for social change resulting from the findings. I made recommendations for private sector defense contractors to fulfill contract terms and conditions as well as recommendation for further research.

Software Plan

Margarian (2014) noted software as applicable for documentation, to foster systematic folder organization and file naming principles. Researchers use the NVivo software application to categorize large volumes of data to minimize errors; for pattern matching of new emerging themes, and to perform data coding (Zohrabi, 2013; Yin, 2015). I used NVivo10 software application because this program could be used online or offline in the data analysis process. Anney (2014) and Yin (2014) recommended the use technology tools, such as Qualitative Data Analysis Software programs to aid researchers in producing unbiased interpretations and the use of computer software, such as a voice recognition audio recorder. I used NVivo10 computer software to avoid bias and to organize and manage interview data in a database for coding, patterns, mind-mapping, and identifying themes.

Key Themes

Using a sequential method for data analysis consists of analyzing similar literature in new studies, reading and rereading the interview transcripts, notes, and applicable documents that may lead to the expansion of opening ideas about clustering, classifications, coding, and links about hypothetical themes (Harvey, 2015; Yazan, 2015). Researchers conducting a qualitative method research study use coding to avoid interpretation through a personal lens, to mitigate personal bias, and improve the dependability and credibility of the findings (Kornbluh, 2015). I concluded data analysis by concentrating on strategic themes derived from the analysis of the data collected from the participants and the review of company documents. I determined the most frequent

and significantly relevant themes that emerged from data. The extent to which themes and patterns found in data collected provided evidence to support the study outcome (Harvey, 2015; Yazab, 2015). I designed a table for participant-to-participant comparison to ensure the theme meanings were consistent and aligned with research question. I reviewed documents and grouped interview data into small manageable clusters. Taxonomy of clustered data into themes and sub themes for coding occurred. I confirmed the accuracy of data, compared and contrasted the overarching themes to disclose similar and, finalized contrasting patterns. I linked key themes and subthemes to the theory of contracts and to existing literature as well as newly published literature. I compiled the key themes and created narratives for reporting the findings to conclude data analysis.

Reliability and Validity

Case study experts divulge issues of reliability and dependability and propose measures for approaching trustworthiness and consistency in qualitative research (Anney, 2014; Konradsen, Kirkevold, & Olson, 2013; Yazan, 2015; Yin, 2015). The ability to answer the research question determines validity, yet qualitative researchers seek credibility, confirmability, and transferability (Yin, 2015). Qualitative researchers strive for dependability (Zachariadis, Scott, & Barrett, 2013; Yazan, 2015).

Dependability

Qualitative researchers strive for dependability to facilitate the ability of other researchers to replicate the study. Researchers address dependability to ensure the findings are continually articulated and dependable under different situations (Anney, 2014). Morse et al. (2014) noted triangulation and peer analysis might enhance the

prospect for future studies occurring among similar contexts with like conditions would result in similar findings. Researchers use member checking and transcript review to help ensure dependability in study (Marshall & Rossman, 2016). Member checking occurred by transcribing the interview data, interpreting the data, constructing a summary for main themes, and reviewing a copy of the summary of my findings with individual participants. I provided an original copy of the consent form, interview questions, and other data collection instruments using the same approach with each participant.

Dependability is a reliable procedure of reporting consistent and accurate study results and conclusions to assure dependability of findings (Anney, 2014). I involved participants in member checking process to establish the results of research are dependable. Participants participated in a member checking process to evaluate the research findings, interpretations of the study results, the recommendations, and conclusions of the study to validate the consistency and stability of the study. Hills (2015) and Zohrabi (2013) emphasized researchers must engage participants to check whether the study findings, interpretations of the findings, and conclusions reflect the information members shared with the researcher. To demonstrate the dependability of the study results and conclusions, I used methodical triangulation to obtain corroborating evidence to ensure credibility of the research findings by accurate interpretation and exchange of the participants' responses. I identified similarities and differences between data sources and extracted themes until no new information was present to ensure dependability of the findings.

Credibility

Researchers influence credibility through member checking of the data interpretation, interview protocols, triangulation, and allowing participants to review of their own transcribed interview responses (Anney, 2014; Zohrabi, 2013). Exhibiting qualitative credibility ensures reviewers that researchers' findings are the results from the perspective of the participants. To establish the credibility and underpin the relative truth of the study findings, researchers use triangulation to validate the completeness and integrity of the data collection instruments (Anney, 2014; Zohrabi, 2013). Researchers seek credibility to enhance confidence in the findings of the report from a reader's perspective. Researchers also demonstrate the truth of the study findings to ensure the quality of data, accuracy of the interpretation of data, and the credibility of the results (Lincoln & Guba, 1985). To demonstrate credibility to this study, my assumptions were on a list before the research began. Different research methods followed to demonstrate credibility with note taking, member checking, and peer debriefing in this study. I validated the data from multiple sources with cross checking, comparison, and a review of various sources of data during analysis. I ensured that the interview questions directly aligned with the research question and asked probing to follow up questions during the interviews to strive for credible responses from the participants. I conducted the interviews, distributed the interpreted data with each participants, and then confirmed the correct data. I continued the member checking process to increase credibility in the study.

Transferability

Anney (2014) noted transferability as the degree to which future researchers can transfer the contextual results to other areas of study. Transferability refers to the degree to which a research finding can apply to other settings (Shenton, 2004). Marshall and Rossman (2016) suggested enhancing transferability requires the researchers to adhere to the data collection and analysis techniques for the research design, using interview protocol, and reaching data saturation. Researchers provide sufficient detail of the context of the data for a reader to decide if the prevailing problem is similar to another situation with which he or she is familiar and whether the findings justifiably apply to the other settings (Shenton, 2004). Rich and thick data descriptions include comprehensive detail facts about the research population, sample, method, design, and context research experts claim can enhance the likelihood new researchers can make scholarly judgments about transferability (Morse et al., 2014). To facilitate transferability of the findings by future researchers, I meticulously documented all data collection and analysis procedures, used methodological data triangulation, and attained data saturation. I provided sufficient detail of the context of the study for other scholars to decide whether the prevailing phenomenon with similar study and a different population can transfer results or whether the findings are justifiably applied the other settings.

Confirmability

Confirmability is a recognized process in which another researcher validates research findings for truthfulness (Lincoln & Guba, 1985). Confirmability refers to the degree to which other researchers can substantiate or confirm the analysis of the

existing study findings (Anney, 2014). Qualitative researchers use confirmability to emphasize the scope to which respondents shape the findings of a study (Lincoln & Guba, 1985). Probing and interviews, questioning from different perspectives, triangulation are techniques researchers use to improve the confirmability (Anney, 2014; Chamberlin, 2015; Nwankwo, 2015). To enhance confirmability of the results of research in this study, I used member checking to allow participants to read a summary of their transcript to provide feedback for truthfulness and accuracy of information and used methodological triangulation to distinguish and identify dissimilarity conclusions attained from the analysis of interview and record review data. Researchers use methodological triangulation linking multiple methods, such as primary and secondary data gathered from interviews and reports to offer confirmation of the results, to increase the validity, and provide a better understanding of the phenomenon studied (Anney, 2014; Zohrabi, 2013).

Data Saturation

Fusch and Ness (2015) amalgamated the literature to identify a few key factors of reaching data saturation, which include no new data, no new themes, no new coding, no new patterns, and ability to replicate the study. Data saturation is the point in which a researcher obtains all relevant information on a phenomenon. Researchers reach the point of data saturation when no emergence of new ideas, themes, pattern matching, and paradigms left behind after completing interviews occurs (Fusch & Ness, 2015; Yin, 2015). Data saturation point is when researchers do not identify new paradigms surrounding themes after interview process is complete. Data saturation occurs when no

missing information remains undiscovered that could influence the quality of the data for research work (Fusch & Ness, 2015). Member checking facilitates data saturation because the researcher seeks validation of an interview transcript summary along with seeking more evidence from the participants (Brod et al., 2009; Rubin & Rubin, 2012). Researchers increase the trustworthiness of the interview data through member checking (Carlson, 2010). After the interviews, I transcribed the interviews, created a synthesized interpreted summary of the transcripts, and conducted follow up member checking sessions with the five participants to confirm accuracy of data, collect additional insight from the participants, and to reach data saturation. I attained data saturation when no new information or themes emerged. I terminated data collection once attaining data saturation.

Transition and Summary

Section 2 included a restatement of the purpose of the study, the role of the researcher in ethics and data collection, the selection of the method and design of study aligned with research questions, and criteria requirement of volunteer participants. I discussed and justified the reasoning for preferring a qualitative methodology and multiple case study design. This section included a summary of the (a) population; (b) sampling technique; (c) ethics; (d) data collection; (e) data organization; (f) Yin's (2015) strategies of data analysis: compiling, disassembling, reassembling, and interpreting data; and (g) and applied methodological triangulation and member checking to enhance the dependability, credibility, transferability, and confirmability of the study findings. Section 3 includes the findings of the completed study and the value and worth of the

results to specialized procedures in contracting business. I discuss recognized leadership strategies indispensable for private sector defense contractors to fulfill DoD contract terms and agreements.

Section 3: Application to Professional Practice and Implications for Change

Introduction

The purpose of this qualitative multiple case study was to explore strategies that some leaders of U.S. private sector defense contracting businesses use to meet all the contract terms with the DoD. To identify participants, I searched for companies registered on Government Bids and U.S. Department of Veterans Affairs, a public website and the U.S. federal government's primary source for all open-market contracting opportunities that exceed \$25,000 (FAR, 2014). I e-mailed 20 potential participants an invitation to participate (see Appendix C). I received seven affirmative responses to the invitation to participate; five respondents qualified to participate, yet two respondents were not eligible because of they no longer contracted with the DoD.

From February 15, 2018 to March 21, 2018, I collected data from five private sector defense contractors through face-to-face, semistructured interviews and through a review of company documents. The interviews took place in a private conference room inside each business location. I obtained permission to conduct on-site interviews and obtain access to the company documents through the owner or leader of each company signing a Letter of Cooperation and Confidentiality Agreement (see Appendix B). The reviewed company documents included operations and quality assurance manuals that contained specifications of quality management systems and operational policies, program manager and employee training manuals, DoD contract auditing policies, memos and policies regarding strategies to adhere to all the terms and conditions of DoD contracts, archived DoD contracts, and RFPs from the DoD. I toured the functional office

areas and operational facilities of the businesses. I used the review of company documents and my observations from the tours to gain a better understanding of contract vocabulary, gain a deeper understanding of strategy implementation, and to validate the interview data using methodological triangulation.

I engaged the participants in member checking for validation of the interview data, obtained new information from the participants during member checking, and continued this process until no new information, themes, or patterns emerged; therefore, reached data saturation. During data analysis using NVivo 11 software and methodological triangulation, I identified four key themes: (a) communication strategy for successful completion of DoD contracts, (b) technology strategy to monitor DoD contract compliance, (c) training strategy for program managers, and (d) subcontractor selection strategy.

The findings indicated that communication between all parties, computerizing the DoD contracting workflow to monitor compliance efforts, training program managers for effective oversight of DoD contract compliance, and selecting subcontractors were vital elements of the strategies private sector defense contractors used to meet all the terms and conditions of DoD contracts. Section 3 contains the presentation of the findings, applications to professional practice, implications for social change, recommendations for action and for further research, my reflections, and a concluding statement.

Presentation of the Findings

The overarching research question was: What strategies do some leaders of U.S. private sector defense contracting businesses use to meet all the contract terms with the

DoD? I focused on distinct strategies defense contractors use through the conceptual lens of Holmes (1897) theory of contracts and Schwartz (2000) theories of contract regulations. Each of the interviewed leaders of the five defense contracting companies had unique operational objectives, yet used similar strategies to meet all the contract terms with the DoD. Four strategies emerged as themes used for contract compliance to meet all contract terms with DoD: (a) communication strategy for successful completion of DoD contracts, (b) technology strategy to monitor DoD contract compliance, (c) training strategy for program managers, and (d) subcontractor selection strategy.

I used the four themes to answer the research question. All five participants used a communication strategy to meet all the terms and conditions of DoD contracts. The participants signified the need for effective communications between the contract parties, their employees, and their subcontractors to meet all the contract terms with the DoD. All participants used a technology strategy for monitoring contract compliance and tracking the progress of projects. I used the second theme, a technology strategy, to analyze the critical role of monitoring and tracking compliance using computer software to improve quality and service delivery to meet all contract terms of DoD contracts. P1, P2, P3, and P4 used a training strategy for program managers who oversee the contract work performed by employees and subcontractors. I used the third theme, a training strategy, to gain an understanding of how program managers coordinate activities within projects, identify problems, and enhance protocols to meet the contract terms and requirements. All participants used subcontractors to perform DoD contracted work, and all participants

noted the need for using a subcontractor selection strategy. Implementing an effective subcontractor selection strategy was the fourth theme from each of the participants.

Table 1 displays the themes I identified from my interviews with the leaders of private sector defense contractors who participated in this study and the review of company documents. I gained access to the documents from owner or leader at each business. I reviewed company documents related to defense contracting, such as operations and quality assurance policy manuals, archived DoD contracts, and memos related to strategy implementation to reduce DoD contract violations. I used the data collected from the documents to cross-reference data to validate the interview data.

Table 1

Key Themes: Strategies Used for DoD Contract Compliance

Strategy	Percentage of Use by Participants
Communication Strategy for Contract Completion	100%
Technology Strategy for Monitoring Compliance	100%
Training Strategy for Program Managers	80% (P1, P2, P3, P4)
Subcontractor Selection Strategy	100%

Theme 1: Communication Strategy for Successful Completion of DoD Contracts

All participants used a communication strategy for DoD contract compliance. The participants used a variety of operational tactics to implement their communication strategy. Table 2 displays the tactics and the percentage of participants who used the tactics to implement their communication strategy. The five participants conveyed the need to establish standards for conducting the DoD work, maintain open communication

with DoD contracting officers, and ensure that all parties understand the verbiage with the DoD RFP prior to entering into a contract.

Table 2

Tactics Used to Implement Communication Strategy

Tactic	Percentage of use by participants
Establish standards for contracting	100%
Notify DoD Contracting Officers of problems	100%
Adjudge mistakes	100%
Build positive relationship with DoD	100%
Understand contract vocabulary	100%
Discuss and document DoD RFP requirements	100%
Accept innovation	100%
Acknowledge terms in RFP with DoD	100%

Communication to establish standards for contracting. All participants in the study reported how they used communications between company leaders, employees, and DoD contracting officers to improve decision making, establish standards, and motivate employees to adhere to DoD contracting standards. P4 noted that their “rate of successfully completing DoD contracts increased when their employees clearly understood the importance of honoring DoD rules and regulations as stipulated in the RFP and in the terms and conditions of the contract.” All participants reported that open and transparent communication among all contract parties was an effective strategy to build a positive relationship with the DoD. P1 and P5 explained the need for company representatives to interact with DoD contracting officers to maintain open lines of

communication. This finding confirms the research of Campbell and McCarthy (2017) in that leaders improved contract compliance and completion through ethical communication with employees and DoD contracting officers. Private sector defense contractors might benefit from new research regarding communication strategies to fulfill contract terms with the DoD (Kashyap & Murtha, 2017). This finding confirms the research of Kashyap and Murtha (2017) in that communicating the contract compliance objectives to employees is an effective strategy for leaders to use to fulfill the terms of DoD contracts.

Notify DoD contracting officer of problems. All participants noted the need to stay in constant communication with the DoD contracting officer before, during, and after completing the contract work. P2 stated, “Notifying the contracting officer is paramount when there is a problem.” P1 put forth that the DoD must be kept abreast of the progress of the project as well as the problems and errors. The data indicated that contractors maintaining visibility into the work through communicating with the DoD contracting officer is a key element of reducing risk, costly rework, and preserving a good working relationship with the DoD. P4 stated, “Our management competencies improve and our risks decrease when we immediately notify the DoD of problems within the contracted work.” P4 maintained they contact the DoD contracting officer when problem exists, such as the late delivery of materials by a supplier, quality-of-work issues, or weather delays. All participants agreed that notifying the DoD contracting officer of contract problems was a means to design a collaborative and appropriate intervention strategy to address the problems, comply with the contract terms, and complete the contract. This

finding confirms the research of Campbell and McCarthy (2017) in that the leader's notification of challenging issues to appropriate officials builds rapport, competence, and confidence, leading to a more successful outcome for all parties to the contract. I validated the use of this tactic using the operations and quality assurance manual from each of the companies.

Adjudge mistakes. All participants conveyed that the pronouncement of mistakes was an essential element of their communication strategy. Operating with transparency regarding adjudging contract errors is the duty of the contractor as well as the DoD contracting officer. The obligation to bring errors to the contracting officer's attention emanates from the moral cause noted by Holmes (1987) in the theory of contracts. The participants noted that a DoD contracting officer must have a reasonable understanding of the description and scope of an error to understand and recommend a solution to correct the error. All participants agreed that contractor accountability and immediate adjudication of mistakes was a critical element of their ability to successfully complete DoD contracts. Three of the participants commented that a failure to adjudge mistakes might result in higher cost and a loss of future participation in DoD contract bidding and awards. This finding confirms the research of Broekhuis and Scholten (2018), who noted that the leader's perfunctory action toward mistakes has a negative effect on the business and compliance in defense contracting. Leaders of private sector defense contracting companies might use this finding to improve accountability and transparency, and build integrity with DoD contracting officers.

Build positive relationships with DoD. The participants in the study reported that engaging in open communication with the DoD is an essential element in private sector defense contract compliance management and success. P1 stated, “The DoD establishes and defines a relationship with the contractor through a contract.” The participants noted that a breakdown in communications with the DoD negatively affects their relationship with DoD officials and their ability to fulfill all the terms and conditions of the contract. All participants who participated in the study conveyed that the DoD treats private sector defense contractors as part of the DoD team, but their role is different from that of DoD employees. This finding confirms the research of Broekhuis and Scholten (2018) in that the DoD considers private contractors as part of the DoD team, but contracting officers and DoD employees must guard this relationship, avoiding coercive actions from all parties, maintain awareness of risks, and recognize the need to sever the relationship if circumstances warrant such action.

Understand contract vocabulary. All participants in the study reported that defense contractors must understand contract vocabulary to meet all the terms of a DoD contract. P1 stated, “As a contract negotiator, I must consider only the contract’s written text when interpreting the contract clauses and other meanings of words in a contract.” All participants agreed that they must possess the ability to comprehend the meaning of contract clauses, terms, and agreements in the RFP to know the DoD’s expectations regarding the terms and conditions of a contract. P3 commented, “A contractor must respond and adhere to all elements in a RFP.” When the contractor views the contract language objectively, exposure of interpretive issues stemming from unclear contract

language may occur prior to completing the RFP with DoD. Interpreting the language of contracts is the most common task court judges perform in contract disputes (Yihan, 2016). The operations, quality assurance, and employee training manuals from the companies contained clear language regarding the need to for all parties to understand the contract vocabulary.

Participants in the study reported DoD contracting officers use Other Transaction Authority (OTA) to help reduce errors resulting from ambiguous contract language. P4 stated, "The principal purpose of OTA is for research, development, and engineering activities, oftentimes using sole-source contractors." P1, P2, and P5 noted that contracting officers use OTA as a means to reduce the need for lengthy, complex language in RFPs, providing the DoD with a process to obtain goods or services quicker than undertaking a lengthy and formal RFP. P2 explained, "OTAs are not standard procurement contracts, grants, or cooperative agreements; they are not subject to the federal laws and regulations that apply to private sector defense contracts." P1, P2, P4, and P5 acknowledged that the use of OTAs reduces the need for lengthy RFP reviews, improves communication with the DoD contracting officers, and adds clarity and speed to the contract fulfillment process. Conversely, P3 noted that the use of OTAs by contracting officers to reduce the delivery time increased the potential for cost overruns, decreased accountability, and increased the potential financial mismanagement of the contract.

These findings confirm the research of Coyle and Weidemaier (2018) and Morale (2018) in that leaders must understand the contract vocabulary to meet the terms and

conditions of the contract. As noted by Holmes (1897) in the theory of contracts, the interpreter should consider all applicable contextual data to interpret a contract, beyond the written contractual text suitable in legal domains. Court judges base their rulings on the intent of the contract parties as well as the language in the contract (Schwartz, 2000). A contractor must understand the language in a contract to avoid the potential interpretive disputes that emanate from complex or ambiguous contract terms and conditions.

Accept innovation. All participants reported that they use their communication strategy to glean innovative practices from employees, DoD contracting officers, and subcontractors. The participants acknowledged the value of accepting innovation from internal and external parties, noting that implementing innovations was a primary means for their businesses to remain up-to-date regarding DoD practices. The leaders improved employee motivation, moral, and satisfaction through accepting the innovative insight from their workers. All participants commented that the use of innovative ideas and operational processes improved their ability to meet the DoD contract terms. This finding confirms the research of Jantz (2017), who commented, when leaders accept innovative insight from internal and external parties, the quality, and the flow of contract work improves. Leaders of private sector defense contracting businesses might benefit from this finding to improve their operational processes as well as their ability to meet the terms and conditions of DoD contracts.

Acknowledge terms in RFP with DoD. All participants recognized the requirement to acknowledge the terms in the RFP, to accept responsibility to perform all the terms outlined in the contract, and the need to communicate the terms in the RFP to

their employees and subcontractors. I validated the participants' responses regarding this tactic through my review of the operations manuals, RFP documents from the DoD, and archived DoD contracts. P2 explained, "The terms and conditions of the contract are listed in the RFP to aid in DoD contract compliance." P5 commented that a contracting officer might use OTA to speed the delivery of a specific component, but the contractor remains bound to the primary contract. P4 conveyed, "Contracting officers might dismiss some elements of the RFP to request immediate delivery of a fractional component of the contract, yet doing so does not release the contractor from additional responsibilities contained in the contract." All five leaders who participated agreed that the DoD contracting officer expects compliance with all factual declarations, specifications, and depictions made in the RFP, yet the contracting officer possesses some flexibility regarding the use of OTA. P3 acknowledged that the use of OTAs by contracting officers to increase the speed of specific contract components might result in increased costs to the DoD, reduced accountability because of allowed variances from the primary contract, and decreased financial oversight of the procurement process. Financial mismanagement and lack of proper oversight exists in DoD contracting (Martin, 2013). All participants agreed that a principle duty of DoD contracting officers is the proper oversight of the DoD contract from the initial RFP to the contract completion. Leaders of defense contracting firms might benefit from this finding because of gaining insight into the importance of the acknowledgement of the contract terms and conditions set forth in the RFP prior to accepting a DoD contract.

Theme 2: Technology Strategy for Monitoring Compliance

All participants in this study used a variety of technology strategies to monitor their company's compliance with DoD contract specifications. Four participants used ISO 9000 software for contract management, quality management, and compliance monitoring as part of their technology strategy. The participants reported the use of technology for spreadsheets, checklist, scheduling, and routing memos. All participants used the electronic self-assessment, Defense Federal Acquisition Regulation Supplement (DFARS) within their technology strategy. During my review of the operations manuals and the facilities tours, I validated the participants' extensive use of technology to monitor contract compliance. Table 3 displays the tactics the private sector defense contractors used to implement their technology strategy.

Table 3

<i>Tactics Used to Implement Technology Strategy</i>	
Tactic	Percentage of Use by Participants
ISO 9000 software	80% (P1, P2, P3, P4)
Spreadsheets to route tasks	100%
Checklists to monitor tasks	100%
DFARS self-assessments	100%
Software to reduce violations	100%
Electronic master schedule	100%

ISO 9000 software. The participants noted the need for a means to monitor, record, and report contract compliance. All participants commented that monitoring the

scheduling of work as well as the quality of the work performed was a critical component of meeting all the terms and conditions of a DoD contract. P1 stated, “Our use of ISO 9000 software is an essential part of our quality management program and contract compliance strategy.” P1, P2, P3, and P4 used ISO 9000 software for monitoring quality control, while P5 reported using Jan-San distributor software for ordering, scheduling, and monitoring contract compliance. P2 reported, “I realize the benefits that technology plays in implementing quality management principles into the daily activities to meet compliance with the DoD as well as improve our performance measures. ISO 9000 is a key part of our technology strategy”

Spreadsheets to route tasks. The five participants in this study noted that the implementation of technology in the task routing process resulted in improved communication flow, higher quality work, and reduced completion time of the work. P1 commented that the use of spreadsheets for routing of the work, tracking vendor performance, material deliveries, subcontractor scheduling, and quality monitoring was an essential element of the company’s success. All participants reported that task routing using electronic spreadsheets occurred in their companies. The participants noted that a DoD contract is a complex document. The private sector defense contractors must complete hundreds if not thousands of tasks to adhere the contract terms. The electronic spreadsheets were a means for the leaders to route the tasks, including the processes from the RFP to the completion of the contract.

Checklist to monitor task completion. The five participants in the study reported they used Microsoft Word and Excel to create electronic checklist for

monitoring task completion. The participants noted the need to use checklist to avoid missing milestone contract dates, track the quantity and quality of the work performed, and meet the terms set forth in the DoD contract. P2 commented that the DoD contracting officer requires the maintenance of checklist for verification of the status of work underway. All participants reported that electronic checklist were an effective means to monitor contract compliance.

DFARS self-assessments. All five participants in this study used the DFARS electronic self-assessment tool to earn and maintain a satisfactory rating as a contractor with the DoD. All participants noted that the use of technology was a means for them to maintain the company records that the DoD required to be included with the DFARS self-assessment. The participants reported they used their technology strategy to follow all the DoD protocols and maintain their reputation status with the DoD. P1, P2, P3, and P4 reported that the use of ISO 9000 software was an instrumental part of their ability to complete the DFARS electronic self-assessment and maintain a satisfactory rating with the DoD. This finding confirms the research of Prince and Tisdelle (2017) in that private sector defense contractors must identify, record, and notify the DoD of their contract compliance records to maintain a satisfactory rating with the DoD.

Computer software to reduce violations. The five participants in this study reported that classified information exists in RFPs and the DoD contracts. The participants reported that a part of their technology strategy was to secure classified information and avoid improper disclosure to unauthorized people or entities. The participants noted that the use of secure computer software was a critical element of their

fulfilling the terms of the DoD contract because releasing classified information to unauthorized personnel or subcontractors would constitute a violation of the contract. The participants commented that cybersecurity was a vital element of their continued success as DoD contractors.

P3 commented that a reduction of contract violations occurred because of using ISO 9000 software. P2 noted that the use of computer spreadsheets, checklists, and ISO 9000 software resulted in the avoidance of contract violations. All participants reported that they improved contract management, quality control, and contract completion times while reducing contract violations using computer software. A key element of the participants' ability to meet the terms and conditions of DoD contracts was the use of secure computer software. This finding confirms the research of Prince and Tisdelle (2017) in that the effective use of secure computer software is a strategy employed by successful defense contractors.

Electronic master schedule. All of the participants explained that they follow a master schedule to meet the time constraints of DoD set forth in the RFP as well as in the contract. The participants used technology for the creation of master schedules, detailing the daily work required to meet the contract completion dates. P1 and P3 commented the use of ISO 9000 software not only helped them monitor the quality of the work, but also provided a platform to create a master schedule. P5 noted that Microsoft Excel was an effective software to create a master schedule spreadsheet, which contains the weekly work requirements for employees and subcontractors.

Summary. Private sector defense contractors in the study make effective use of technology for monitoring contract compliance, routing tasks, creating checklists, engaging in DFARS electronic self-assessments, reducing contract violations, and creating master schedules. All participants conveyed the importance of using technology in their strategy to fulfill all the terms and conditions of DoD contracts. These findings confirm the research of Kashyap and Murtha (2017) in that implementing an effective technology strategy is a vital element for private sector defense contractors to engage in secure communications with all contract parties, direct the workflow, manage the quality and quantity of the work, and comply with the DoD contract terms. Private sector defense contractors might benefit from these findings to recognize the value of using technology to adhere to all the DoD contract provisions.

Theme 3: Training Strategy for Program Managers

P1, P2, P3, and P4 used a training strategy for program managers as part of their primary strategy to meet the terms and conditions of DoD contracts. The participants reported that program managers must undergo continuous training to maintain the knowledge needed to adhere to DoD contract specifications. Table 4 displays the tactics used by P1, P2, P3, and P4 to implement their training strategy for program managers.

Table 4

Tactics Used to Implement Training Strategy for Program Managers

Tactic
Provide continuous program manager training
Monitor performance
Operational manual

Provide continuous program manager training. The participants reported the effective use of program managers remains dependent upon the program manager receiving ongoing training that is project specific. The data collected from P1, P2, P3, and P4 indicated that private sector defense contractors must implement continuous training of program managers to ensure contract compliance. Program managers must be up-to-date regarding the RFP terms and conditions, the contract vocabulary, the work required to perform the contract, and the federal regulations related to the contract. The participants commented that a DoD contract is a technically written, complex document that a novice cannot understand. P2 stated, “Program managers without adequate experience and knowledge will likely result in multiple contract violations.” I reviewed operational and program manager training manuals to verify the participants’ responses regarding program manager training. As noted by Holmes (1897) in the theory of contracts, the lack of knowledge of contract language is a paramount reason for contract disputes and contract failure. This finding confirms the research of Coyle and Weidemaier (2018), who noted that leaders must comprehend contract requirements from a contextual standpoint to implement appropriate training in defense contracting.

The participants commented that a skilled and trained program manager is an essential employee in their pursuit of a successful contract outcome. Findings from participants in this study indicated the need for a structured training and professional development program for program managers. P1, P2, P3, and P4 noted that they placed a high level of trust in their program managers; therefore, must ensure the program managers received ample training prior to the delegation of significant duties and the

entrustment of substantial company financial and human resources. This finding confirms the research of Kirk (2017), who commented that leaders who delegate authority to employees must implement and monitor training strategies to ensure the employee performs at the expected level.

Monitor performance. The four participants who used program managers commented that an element of their training strategy was to monitor the performance of the program manager, the progress of the projects, and the adherence to the terms within the DoD contract. P1, P2, P3, and P4 reported that they train the program manager to be a trainer for lower level employees and subcontractors. P3 stated, “The program manager is a subject matter expert who oversees a volume of tasks performed to accomplish the work. Without the ability to monitor the program manager’s performance, we cannot implement an effective training strategy.” P1 commented that monitoring the performance of the program manager was a key element of the training strategy. P1, P2, P3, and P4 reported that monitoring the performance of the program managers to recognize areas to implement training was an important element of their primary strategy to meet the terms and conditions of DoD contracts. This confirms the research of Kirk (2017), who noted that leaders improve employee performance, reduce operational risks, and increase their ability to comply with contract terms through monitoring the effectiveness of their training strategies.

The participants reported that the program managers’ responsibilities included adhering to all terms and conditions in the DoD contract, keeping the project on time and on budget, and delivering a final product that meets DoD specifications. P1 and P3 used

quality control managers to monitor the progress and performance of multiple program managers. Monitoring occurred through on-site inspections, communications with the DoD contracting officers, and the review of scheduling, ordering, and financial reports. The participants noted that they tailor their training of program managers to address areas of deficiency. P1 commented that the success of the company remained dependent on the performance of the program managers. This finding confirms the research of Dobriansky (2013) in that the success of a company remains dependent on the performance of leaders and managers. Private sector defense contractors might benefit from these findings through implementing a strategy to monitor the performance of program managers to improve and target training initiatives.

Operational manual. All participants in the study use an operational manual as a means for all employees and subcontractors to recognize the companies' operational policies and procedures. P1, P2, P3, and P4 reported that the operational manual is also the training manual for program managers. P2 commented that, although program managers undergo specific training, the operational manual is the document that contains the protocols, policies, rules, and regulations that the program manager implements on each government project. The participants reported that most contract disputes arise from a lack of knowledge regarding adhering to the strict government protocols in fulfilling the contract. The participants used the operational manual as a training guide to ensure that program managers recognize the required protocols and processes required by the DoD to meet the terms and conditions of the contract. This finding confirms the research of Rendon and Rendon (2016) in that leaders must adhere to the contract protocols adopted

by the DoD, which the DoD designed as a means to combat fraud, abuse, and misconduct from private sector defense contractors. The findings also confirm the research of Bader, McGrath, Rouse, and Anderson (2017), who noted, defense contractors must employ trained program, project, and site managers who adhere to the strict operational protocols set forth in the DoD contract or risk contract default, expensive litigation, and a loss of future contract awards.

Theme 4: Subcontractor Selection Strategy

All five participants in this study used subcontractors to complete significant portions of the contracted work with the DoD. The participants reported that implementing a subcontractor selection strategy was a principal part of their primary strategy of fulfilling a DoD contract. I reviewed operations and quality assurance manuals from each company to validate the participants' use of a subcontractor selection strategy. The participants used several tactics to implement their subcontractor selection strategy as displayed in Table 5.

Table 5

<i>Tactics Used to Implement Subcontractor Selection Strategy</i>	
Tactic	Percentage of use by participants
Evaluated past work history	100%
Evaluated capability to perform work	100%
Required proper license and insurance	100%
Held prebid conferences	100%
Continuous quality reviews of work	100%

Evaluated past work history. The five participants in this study reported that the past work history of a subcontractor was a critical factor to analyze prior to awarding a subcontract to a subprime contractor. The participants noted that the evaluation process included reviewing the internal and external history of the subcontractor's performance in completing DoD contracted work. P1 and P3 reported that some subcontractors held a "most favored status" because of their prior work with their companies. A commonly reported action was the program manager contacting former general managers and site managers for whom the subcontractor previously performed work. Without a favorable recommendation from previous prime contractors, the subprime contractor would not receive a subcontract to perform work.

Evaluated capability to perform work. A key tactic used by all participants in their subcontractor selection strategy was the evaluation of the subcontractors' capability to perform the work. The key focus of these evaluations were scope, functional capabilities, technical skills, and operational expertise. P4 commented that a subcontractor operating a small business might qualify for a small project, yet would not meet the requirements to engage in a large project. P3 stated, "Contractors should conduct an assessment of the subcontractor's quality assurance practices prior to awarding a subprime contract."

Required proper license and insurance. Participants in the study reported that they verify insurance and licenses for all subcontractors as part of their subprime contractor selection strategy. All participants noted that subprime contractors must hold the proper licenses to perform the work and carry sufficient general liability and worker's

compensation insurance. P4 explained, “We are a subcontractor for the Navy and we have contractor liability insurance to fit the specific risks that might happen, such as an employee medical costs resulting from bodily injury or claims of property damage resulting in a loss. We are not allowed to work without the proper license and insurance.”

P3 stated, “Occasionally, I am called on to consult for other DoD contractors. I recommend that they obtain ample liability insurance to protect their company.” All participants reported that they exclude subcontractors from consideration who are not properly licensed and insured.

Held prebid conferences with potential subcontractors. Before formalizing subprime contract agreements with subcontractors, the participants noted that they schedule a prebid conference to explore cost, time constraint, terms, and conditions. The prebid conference is a time that potential subprime bidders can ask questions, and obtain clarity regarding the scope of work, the expected duration of their portion of the project, and the potential conflicts with other subprime trade contractors. The participants noted the value gained from holding prebid conferences in that they became familiar with the potential subcontractors as well as their credentials to perform the work.

Continuous quality reviews of work. The participants reported that continuous monitoring of the subcontractors’ performance occurred. P1 explained that continuous verification of the subprime contractors’ ability to meet the terms and conditions of the contract was a key part of the program manager’s job. P4 stated, “The contract manager should analyze whether the appropriate controls are in place to mitigate risks associated with the contract and establish enhanced monitoring procedures when a subcontractor is

completing elements of work on a defense contract.” P2 reported that the subcontractor review process is an integral element of contract compliance. P3 commented that monitoring subcontractor performance was a critical element of ensuring that the work meets the DoD specifications. All five participants agreed in that future subprime contract awards remained contingent upon the subcontractors’ performance on existing projects.

Summary. The participants in this study used several tactics in their subcontractor selection strategy. The findings indicate that private sector defense contractors must ensure the subprime contractors possess the credentials, experience, expertise, and capabilities required to perform the work. Subcontractors must hold the appropriate license and carry proper insurance. These findings confirm research of Prince and Tisdelle (2017) in that the leaders making the selection of suitable subcontractors must verify the ability of the subprime contractor to complete the contracted work within the time, scope, and budget set forth in the subprime contract.

Applications to Professional Practice

The findings from this study indicated that private sector defense contractors in northwest Florida use communication, technology, training, and subcontractor selection strategies to meet the terms and conditions of DoD contracts. Defense contractors who implement these successful strategies might experience improved business practices leading to increased profitability, productivity, and survivability in their defense contracting businesses. Private sector defense contractors who apply these findings to their business practices should experience a higher fulfillment rate of their DoD

contracts, lower exposure to fines related to contract violations, lower litigation expenses regarding contract disputes, and improved financial stability.

The findings indicated that defense contractors use effective communication between all contract parties to meet the terms and conditions of DoD contracts. As noted by Kashyap and Murtha (2017), leaders of defense contracting companies improve their contract compliance success rate through communicating the contract objectives to their program managers, employees, and subcontractors. Leaders of defense contracting companies who apply this finding to their business practices should experience an improved flow of information among all contract parties, leading to increased contract compliance.

The findings indicated that private sector defense contractors use a variety of tactics regarding their technology strategy to monitor their company's compliance with DoD contract specifications. Monitoring contract compliance is an essential component of a defense contractor's ability to meet all the terms and conditions of a DoD contract (Kashyap & Murtha, 2017). Leaders who apply an effective technology strategy for monitoring contract compliance should experience improved business practices and increased success in fulfilling DoD contracts.

The findings indicated that leaders use a training strategy for program managers to enhance their ability to comply with all the terms, conditions, and specifications set forth in a DoD contract. Leaders who implement effective training strategies for project managers experience reduced operational risks, improved employee and subcontractor performance, and increased project success rates (Kirk, 2017). Leaders use program

manager training strategies to improve the contract-fulfillment process, strengthen the internal controls within a specific program or project, and improve their rating with the DoD (Rendon & Rendon, 2016). Private sector defense contractors who apply this finding should recognize improved business practices, such as increased employee performance, improved contract fulfillment rates, lower operational risks, strengthened internal controls, and improved ratings with the DoD.

Private sector defense contractors engage subcontractors to perform significant portions of the work set forth in DoD contracts (Prince & Tisdelle, 2017). The findings indicated that defense contractors use a subcontractor selection strategy to verify that a subprime contractor possesses the capabilities, expertise, and credentials to perform the work. Prince and Tisdelle (2017) noted that implementing a subcontractor selection strategy is of paramount importance for defense contractors to meet the terms and conditions of DoD contracts. Defense contractors who apply this finding should experience improved business practices regarding the selection of subprime contractors who possess the required qualifications, licenses, capabilities to perform the work.

Eighty percent of private sector defense contractors experienced multiple contract violations (FAR, 2015). Private sector defense contractors need exposure to proven strategies to meet the contract terms with the DoD (Rendon & Rendon, 2016; Ye et al., 2015). Leaders of private sector defense contracting companies should benefit through applying the findings of this study to their business practices. Defense contractors who use these findings should experience improved contract compliance

rates, increased revenue through additional contracts, improved productivity, and enhanced long-term success of their businesses.

Implications for Social Change

The implications for social change include the potential for improved strength of the defense of the northwest Florida community, lower unemployment, and a safer environment for humanity. Successful contractors provide economic growth and promote expansion in the private sector defense contracting industry (Chanson & Quelin, 2013). Successful and expanding businesses require additional employees, which leads to lower unemployment rates, an increased local standard of living, and greater economic stability with communities (Wu & Zhang, 2014). Greater economic growth and job stability might increase the worth, dignity, and development of individuals and organizations within the local communities. Leader of private sector defense contracting companies might use the findings of this study to contribute to positive social change through implementing proven strategies regarding DoD contract fulfillment to improve contract compliance, win new DoD contract awards, hire additional employees, engage additional subcontractors, and improve their local economies. Defense contractors who produce quality components for the DoD, provide quality services to the DoD, and meet the terms and conditions set forth in their contracts with the DoD contribute to the defense of the United States and promote a safer environment for humanity (Rendon & Rendon, 2015). Private sector defense contractors might use the findings of this study to improve their success rate in fulfilling all the terms and conditions of DoD contracts; therefore, contribute to a stronger DoD within the United States and promote a safer society.

Recommendations for Action

I offer several recommendations for action to leaders of private sector defense contracting companies. Leaders of private sector defense contracting companies should evaluate the findings of this study with consideration of implementing proven strategies to fulfill all the terms and conditions of DoD contracts. Leaders should consider that proven strategies exist that can positively enhance DoD contract outcomes. Defense contractors who seek improved business practices, reduced DoD contract violations, and an enhanced ability to meet all the terms and conditions of DoD contracts, might use the findings of this study to reach these strategic objectives.

Defense contractors should implement a communication strategy for successful completion of DoD contracts. Leaders should enact policies regarding the establishment of operational standards for all program managers, employees, and subcontractors. Leaders should consider that notifying the DoD contracting officer of contract issues or known violations is an essential element of an effective communication strategy. I recommend leaders clearly convey the terms within the DoD RFP as well as the DoD contract to all contract parties.

Leaders should invest in contract monitoring technology to improve contract compliance rates. I recommend leaders invest in ISO 9000 software for monitoring quality control because of the prevalent use of the software application by the participants in this study. Defense contractors should use electronic checklists, spreadsheets, and master schedules to monitor contract compliance, track the quality of the work performed by employees and subcontractors, schedule the work, and monitor the master schedule to

ensure meeting the contract date. Leaders should engage in the DFARS electronic self-assessment to ensure they maintain their active status and ranking within the DoD for future contract awards.

I recommend leaders enact and enforce policies regarding program manager training. The findings of this study indicated program managers require continuous training to remain effective in their project oversight duties. Leaders should invest in program manager training that is project specific, up-to-date with the contract specifications, and aligned with the DoD's objectives. Defense contractors should maintain an up-to-date operational manual as part of their program manager training strategy.

I recommend leaders implement a subcontractor selection strategy to ensure subprime contractors possess the capabilities, credentials, qualifications, and expertise to perform the contracted work. Leaders should enact policies, requiring the evaluation of all subcontractors' past work history, license, insurance coverages, and ability to meet the contract terms regarding quality, scope, and time. Defense contractors should hold prebid conferences to disseminate the information contained in the RFP to potential subcontractors, evaluate the knowledge, skills, and abilities of the subprime contractors, and offer a time for questions from the subcontractors.

I plan to circulate the study results with the publication of my doctoral study in Proquest Dissertations and Thesis Database. I will provide the results of the study to the participants and leaders of the cooperating companies through an executive summary of the results. I intend to share the findings at the National Contract Management

Association conference. I plan to disseminate the findings through submitting articles for publication in peer-reviewed journals, such as the Journal of Defense Communities, Military Professionalism, and the Private Defense Acquisition Research Journal.

Recommendations for Further Research

I offer several recommendations for further research based on the findings of this research and because of the limitations within this study. The sample population restricted to leaders of private sector defense contractors operating their businesses in northwest Florida was a limitation of this study. Limited literature existed regarding the theory of contracts as related to private sector defense contracting. I recommend that future researchers conduct qualitative, case study research using private sector defense contractors as participants in different geographic settings to explore the strategies used to fulfill all the terms and conditions of DoD contracts. I recommend that future researchers use the theory of contracts as their conceptual framework. These future researchers would add to the limited body of knowledge and test the transferability of the findings of this study to other cases and other settings.

I recommend further research to expand the scope of this study. Future researchers should consider conducting qualitative research using DoD contracting officers as participants to gain a new perspective regarding how private sector defense contractors meet all the terms of DoD contracts. A key finding of this research was all the private sector defense contractors interviewed used subcontractors to perform DoD contract work. I recommend that future researchers explore subcontractor selection strategies private sector defense contractors use to ensure the effective use of

subcontractors and the maintenance of quality within their DoD work. A limitation of this study was I restricted the business organizations to private sector contractors who conducted business with the DoD. To further expand the scope of this study, I recommend that future researchers explore, through the lens of the theory of contracts, the strategies contractors use to meet all the terms and conditions of contracts with state and local governmental entities as well as nongovernmental entities.

I recommend that future researchers conduct quantitative, correlational research to test the significance of relationships between contractor survivability, contractor profitability, and the contractor meeting all the terms and conditions of DoD contracts. Providing leaders of private sectors defense contracting firms with additional knowledge of the relationships between profitability, survivability, and contract compliance rates might prove beneficial for the leader to improve their business practices. Future researchers should consider conducting mixed methods research to gain a deeper understanding of private sector defense contracting businesses through open dialog with leaders as well as through collecting numeric data for quantitative analysis. A future researcher combining interview data with testing the significance of variables, such as contractor profitability, survivability, and contract compliance rates would result in a deeper analysis of the business practices used by leaders in private sector defense contracting industry.

Reflections

I gained a deeper passion for conducting research and a greater recognition of the academic rigor within doctoral research because of completing this study. As I reflected

on the enormity of the doctoral study process, I gained a greater appreciation for the phrase *earned doctorate*. I matured as a researcher and a professional practitioner because of the learning, research, data collection, and writing processes. My understanding of research methodologies and designs, qualitative data collection, data analysis, and the doctoral committee review process improved because of completing this study. I learned the value of patience, perseverance, and determination for attaining a milestone objective. I developed a deeper appreciation for the scholars who persevered to earn their doctorate.

Because I was the primary data collection instrument, I faced the challenge of conducting the research objectively to avoid personal biases from negatively affecting the credibility of the findings. Identifying participants with whom I had no prior relationship with prior to conducting the interviews and the adherence to interview and ethical protocols were several strategies I used to mitigate personal biases. I was surprised at the willingness of leaders of contracting firms to participate in this study. I held some trepidations regarding contacting people that I did not personally know, but soon learned that leaders of successful companies exhibited pride in the accomplishments and were not reluctant in sharing their strategies for success.

A surprise from interview responses of the participants was the similarities within the strategies and tactics leaders of defense contracting companies used to adhere to the terms and conditions of DoD contracts. My impression was the leaders strived to fulfill the DoD contract terms to not simply avoid monetary penalties and legal ramifications, but because they operated companies with high ethical, safety, and professional

standards. I learned the leaders held a deep desire to implement effective strategies and operational processes to comply with DoD standards, improve contract outcomes, and extend their ability to survive in a highly competitive industry. I gained a better understanding of the contracting environment the participants operated in, and how they seek to use communication, training, program managers, and subcontractors to meet their contracting responsibilities with DoD. Because of completing this study, I have a deeper understanding of the theory of contracts, contract compliance strategies, and the private sector defense contracting industry.

Conclusion

Private sector defense contracting remains an essential component of the DoD's strategy for the successful defense of the United States. Private sector U.S. defense contractors who meet the contract objectives set forth by the DoD experience improved profitability and sustainability. Through the lens of the theory of contracts, the purpose of this qualitative, multiple case study was to explore the strategies that some leaders of U.S. private sector defense contracting businesses use to meet all the contract terms with the DoD. I collected data from five leaders of private sector defense contracting companies in northwest Florida through face-to-face, semistructured interviews and through a review of quality assurance manuals, policy manuals, operational manuals, and archived DoD contracts. After subjecting the data to analysis, interpretation, and methodological triangulation, I concluded that leaders of private sector defense contracting companies in northwest Florida used four primary strategies to meet all the terms and conditions of DoD contracts. The four strategies were: (a) communication

strategy for successful completion of DoD contracts, (b) technology strategy to monitor DoD contract compliance, (c) training strategy for program managers, and (d) subcontractor selection strategy. The findings indicated that communication between all contract parties, computerizing the contracting workflow to monitor compliance efforts, training program managers for effective oversight of contract compliance, and selecting subcontractors were vital elements of the strategies private sector defense contractors used to meet all the terms and conditions of DoD contracts.

Leaders of private sector defense contracting companies who implement the recommendations from this study might experience improved business practices and contribute to positive social change. Implementing effective strategies might result in contractors improving their contract fulfillment rate with the DoD, obtaining additional revenue through future contract awards, and improving productivity as well as profitability. Leaders who apply the recommendations from this study might contribute to a stronger national defense of the United States, a safer society, a lower unemployment rate, and an increase in the worth, dignity, and development of individuals and organizations within the local communities because of improved economic and job stability.

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Appendix A: Interview Protocol

The purpose of this study is to explore strategies some leaders of U.S. private sector defense contracting businesses use to meet all the contract terms with the DoD.

1. Introduce self to the participant(s). The study participants will have previously read the informed consent form and provided their consent via email, agreeing to participate in this research. I will thank the participant for their agreement to participate in this research study. I will also provide information regarding the member checking process that will follow the transcription and interpretation of the data. Following transcript interpretation, I will schedule time with the interview participants for member checking procedures to assist with ensuring the reliability and validity of the data.

2. Present consent form, go over contents, answer questions and concerns of participant(s).
3. Turn on an audio recorder, and I will note the date, time, and location. Get a pencil and pad ready for the first response.
4. Follow the procedures to introduce participant(s) with pseudonym/coded identification, e.g., “respondent R01” on the audio recording, documented on my copy of the consent form and the interview will begin.
5. Begin interview with question #1; follow through to the final question.
6. Follow up with additional questions.
7. End interview sequence; discuss member checking with participant(s)

8. Thank the participant(s) for their time and participation in this study.
9. Restate contact information for follow up questions and concerns from participants.
10. End protocol.

Research Question and Interview Questions

What strategies do some leaders of private sector U.S. defense contracting business use to meet all the contract terms with the DoD?

1. What strategies did you use to meet contract terms and conditions with the DoD?
2. What strategies did you use to inspire and motivate employee completion of DoD contract agreements?
3. What strategies did you use to assure timely completion and specification of DoD contracts obligation?
4. What strategies did you use to monitor DoD contract compliance?
5. What strategies did you use to monitor DoD contract compliance?
6. What other information would you like to share regarding strategies used to fulfill the terms within DoD contracts?

End of Interview

Thank you very much for spending your valued time answering the questions. I appreciate your assistance and contributions in making this interview a success. As I previously stated, the information you have provided will be used solely for the purpose of this study and will not be disclose to anyone other than for the purpose of contributing to conclusions drawn from the study findings, and in the future be secured as highly

confidential. For further clarification, please feel free to contact the researcher on: For

further clarification, please feel free to contact the researcher on: Tel: [REDACTED]

Mobile: [REDACTED]

E-mail: _____ [REDACTED]

Or _____ [REDACTED]

Appendix B: Letter of Cooperation and Confidentiality Agreement

Date:

Name of Company: [Private Sector Defense Contracting Company]

Name: [Name of Owner, CEO, or Authorized Representative]

Address:

E-mail:

Telephone:

Dear [Name of Owner, CEO, or Authorized Representative]:

I am Rachel Stallworth, a doctoral student at Walden University conducting a research study entitled *Private Sector Defense Contractor Management Strategies for Contract Fulfillment*. The purpose of this qualitative multiple case study is to explore strategies some leaders of U.S. private sector defense contracting businesses use to meet all the contract terms with the U.S. Department of Defense (DoD).

I identified your company as a U.S. private sector defense contractor through a search of Government Bids and U.S. Department of Veterans Affairs public websites.

I am seeking to recruit participants who meet the following eligibility criteria to conduct 45-minute face-to-face interviews and 45-minute follow up meetings:

- leader of a private sector U.S. defense contracting business
- who implemented strategies to meet all the contract terms with the DoD
- conducts business from an office in northwest Florida
- 18 years of age or older

In addition to conducting face-to-face interviews, I am requesting permission to review company contracts with the DoD, and documents and policies relative to meeting the terms of DoD contracts.

To protect the confidentiality of your name and the name of your company, I will not be disclosing any company, leader, owner, or participants' names in the published study or in any other subsequent publications using information from the final study. I will code participants' names as P1, P2, P3, P4, and P5.

Participation in this research study is voluntary. You may choose not to allow recruiting of participants to take place within your company or provide access to relevant company

documents and policies. You may withdraw your company from participation at any time. Leaders in your company meeting the stated eligibility criteria for participation in interviews may choose not to participate or may withdraw from participation at any time for any reason or for no reason.

I am requesting that you provide access to leaders within your company who meet the stated eligibility criteria by providing their name and contact information. You will not be asked to provide any supervision during the interviews or provide a room to conduct the interviews. Face-to-face interviews will take place at a neutral, off-site interview setting, such as the private meeting room of a public library to remove the potential for distractions or breaches in confidentiality. Participants will be e-mailed an informed consent form to review prior to the interviews. Providing informed consent occurs through replying to the e-mail with “I consent” or by signing the informed consent form just prior to start of the interview.

As you are the official authority from your company to grant permission to release company documents, I am requesting release of documents subject to the following conditions:

1. I will use all company documents released to me exclusively for my research and not disclose or discuss any confidential information with others, including friends or family.
2. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any confidential information, except as authorized by you as the official company representative.
3. I will not discuss confidential information where others can overhear the conversation.
4. I understand that it is not acceptable to discuss confidential information even if the participant’s name is not used.
5. I will not make any unauthorized transmissions, inquiries, modifications, or purging of confidential information.
6. I agree that my obligations under this agreement will continue in perpetuity after the completion of this study.
7. I understand that any violation of this agreement may have legal implications.
8. I will only access documents I am officially authorized to access and I will not disclose any trade secrets, proprietary information, or any other protected intellectual property to any unauthorized individuals or entities.

If the terms and conditions within this letter of cooperation and confidentiality agreement are acceptable, please print and sign your name, provide your title and the date your signature below.

Printed name: _____

Signature: _____

Title: _____

Date: _____

By signing this document, I as the authorized representative for the company, acknowledge that I have read the agreement and that I agree to comply with all the terms and conditions stated above. I understand that the student will not be naming our organization in the doctoral project report that is published in Proquest database or any other subsequent publications. I confirm that I am authorized to approve research in this setting and that this plan complies with the organization's policies. I understand that the data collected will remain entirely confidential and may not be provided to anyone outside of the student's supervising faculty/staff without permission from the Walden University Institutional Review Board.

If you have additional questions, please feel free to contact me by telephone at [REDACTED] or by e-mail at [REDACTED]

Sincerely,

Rachel Stallworth

Doctoral Candidate
Doctor of Business Administration Program
Walden University

Appendix C: E-mail and Telephone Script

Hello, my name is Rachel Stallworth. I am a doctoral student at Walden University conducting a study on the strategies some leaders of U.S. private sector defense contracting businesses in northwest Florida use to meet all the contract terms with the U.S. Department of Defense (DoD). I identified you as a potential participant in my study through a search on the Government Bids and U.S. Department of Veterans Affairs public website. I would request permission to review archived DoD contracts, your policies regarding adhering to DoD contract terms, and any memos available about the strategies you implemented to meet all the contract terms with the DoD. I will need to review these documents to ascertain your eligibility to participate in the study. If you meet the eligibility criteria, would you be willing to participate?