



**DSCA
Contracting Officer's Representative
(COR)
Guide**

September 2011

FORWARD

Background

The Contracting Officer's Representative (COR) has become an increasingly important person in the accomplishment of our assigned mission. CORs are key members of the broad acquisition workforce who act as representatives of Contracting Officers to manage, monitor, or administer the "technical aspects" of one or more contracts. While generally tasked with ensuring a contract's overall requirements and objectives are met, a COR's specific responsibilities vary depending on the nature of each acquisition. Although the term "COR" is widely understood across the federal government, the Federal Acquisition Regulation (FAR) doesn't specifically define the position, nor does it provide specific guidance or criteria for selection of individuals appointed as CORs. DSCA broadly defines COR as an individual appointed by the Contracting Officer to perform specifically prescribed duties that include assisting with the technical monitoring and administration of a contract and serving as the primary interface between the Contracting Officer and the end user(s) during all phases of the acquisition process.

Policy

It is DSCA's policy that all contracts valued at \$150,000 or more (including all options) shall have a properly trained and appointed COR prior to contract award. Per the Defense Federal Acquisition Regulation Supplement (DFARS) Procedures, Guidance, and Information (PGI) 201.602-2, Contracting Officers may exempt contracts under \$150,000 from this requirement when (1) the contract will be awarded using simplified acquisition procedures; (2) The requirement is not complex; and (3) The Contracting Officer documents the file, in writing, why the appointment of a COR is unnecessary.

Intent

This Guide was designed to assist all DSCA CORs by identifying and explaining the many responsibilities normally associated with a COR. However, this Guide is not a regulation and is not a substitute for specific directions that are given to the COR by a Contracting Officer.

Point of Contact

If you have any questions about your responsibilities and limitations, or any of the information contained in this Guide, please contact your Contracting Officer immediately for guidance.

DEFENSE SECURITY COOPERATION AGENCY
CONTRACTING OFFICER'S REPRESENTATIVE GUIDE

Table of Contents

SECTION I: DEFINITIONS.....	7
SECTION II: CONTRACTING OFFICER'S REPRESENTATIVE OVERVIEW.....	13
Process Overview	16
Titles	16
Contracting Officer Responsibilities	16
COR Responsibilities	16
SECTION III: COR NOMINATION, SELECTION, DESIGNATION, CERTIFICATION STANDARDS, REVOCATION/TERMINATION	14
Nomination and Selection	16
Designation	16
Qualifications	16
Certification Standards.....	16
Revocation/Termination of Appointment.....	18
SECTION IV: GENERAL COR DUTIES.....	19
General COR Responsibilities	16
Specific COR Responsibilities	16
SECTION V: COR FILES	23
Establishment	23
Content	23
Maintenance.....	24
Disposition	25
SECTION VI: COR DOs AND DON'Ts	61
Dos.....	16
Don'ts.....	16
SECTION VII: STANDARDS OF CONDUCT.....	61
Review of Standards	61
Code of Ethics	61
Gratuities	61
Protection of Pre-Proposal and Proposal Data	61
Point of Contact.....	61
SECTION VIII: ACTIONS TO BE TAKEN WHEN A COR EXCEEDS HIS/HER AUTHORITY	33
First Offense.....	61
Second Offense.....	61
Gross Abuse	61
Unauthorized Commitment	61
SECTION IX: SMALL BUSINESS	57
Background.....	50
Policy.....	50
COR's Role.....	50
Bundling	50
SECTION X: DISPUTES AND APPEALS.....	57
Policy.....	50
General Procedures	50

COR's Role.....	50
SECTION XI: EMERGENCY CONTRACTING PROCEDURES.....	61
Emergencies	50
Procedures	50
Contingency Plans	50
Caution	50
SECTION XII: UNAUTHORIZED COMMITMENTS	61
Guidance	50
Definition	50
Examples.....	50
Procedures	50
SECTION XIII: SERVICE CONTRACTS	53
Instructions to Contractors.....	53
Contractor Inspection Records.....	53
COR Suspense System	53
Notifications to Contracting Officer	53
Correction of Deficiencies	53
Contractual Rights of the Government.....	53
Value Engineering Change Proposals (VECP)	53
SECTION XIV: PRE-PERFORMANCE MEETINGS	50
Purpose	50
Guidance.....	50
SECTION XV: SURVEILLANCE PLANS	50
Objective	50
Composition and Method.....	50
Types of Inspection.....	50
Documentation.....	50
SECTION XVI: PURCHASE REQUESTS.....	53
Policy.....	50
Purpose	50
Content	50
When is an ASR Required.....	50
Who is Responsible for the ASR.....	50
Routing and Distribution.....	50
SECTION XVII: CONTRACT MODIFICATIONS	29
Contract Modifications.....	50
Authority for Contract Changes	50
Unilateral vs Bilateral	50
Other Ways to Change the Contract	50
Requests for Extensions of the Contract	50
Requesting a Contract Change	50
Monitoring the Contractor's Performance.....	50
SECTION XVIII: OPTIONS	29
General.....	50
Option Clauses	50
Determination to Support the Exercise of Options	50
Advance Notification to the Contractor	50
Exercise of Options.....	50
SECTION XIX: ACCEPTANCE OF WORK AND RECEIVING REPORTS	29
Acceptance of Work	50

Receiving Reports	50
Wide Area Workflow Receiving Reports	50
Wide Area Workflow - Receipt and Acceptance.....	XX
Wide Area Workflow Resources for CORs and Contractors.....	XX
SECTION XX: INVOICES AND PAYMENTS	57
Types of Payments Under Government Contracts	50
Prompt Payment Act	50
Instructions for Processing Manual Invoices	50
Electronic Data Access for Contract Documents	50
Electronic Submission of Payment Requests.....	50
My Invoice	50
SECTION XXI: AVOIDING PERSONAL SERVICES PROBLEMS.....	61
SECTION XXII: CONTRACTORS IN THE GOVERNMENT WORKPLACE	61
SECTION XXIII: REFERENCES.....	XX
SECTION XXIV - ATTACHMENTS	74
Attachment 1 - Sample Contracting Officer's Representative Nomination Letter	74
Attachment 2 - Sample Contracting Officer's Representative Appointment Letter	84
Attachment 3 - DSCA Standards for COR Certification.....	84
Attachment 4 - Sample Revocation of Designation of Contracting Officer's Representative Letter	93
Attachment 5 - Sample Request for Termination of Contracting Officer's Representative Designation Letter	85
Attachment 6 - Sample Format for Monthly COR Report to Contracting Officer.....	92
Attachment 7 - Sample Checklists for COR File Inspections	92
Attachment 8 - Sample COR File Inspection Report.....	92
Attachment 9 - Sample Checklist for COR File Content	92
Attachment 10- Request for Ratification of Unauthorized Commitment.....	157
Attachment 11- Sample Pre-performance Meeting Agenda.....	157
Attachment 12a - Sample Time-and-Material Contract Surveillance Plan	93
Attachment 12b - Sample Quality Assurance Surveillance Plan	93
Attachment 13 - Instructions on Completing the ASR	157
Attachment 14 - Sample Purchase Request Checklist	157
Attachment 15 - Sample Request to Exercise Contract Option	157
Attachment 16 - Instructions for Completing Receiving Reports	157

NOTICE

Recommendations for changes to be considered for future updates should be addressed in writing to the Defense Security Cooperation Agency, Directorate of Business Operations, Contracting.

SECTION I: DEFINITIONS

Acceptance – The act of an authorized representative of the Government by which the Government, for itself or as agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract. (FAR 46).

Acquisition - Acquiring by contract, with appropriated funds, supplies or services (including construction) by and for the use of the Federal Government through purchase or lease, whether the supplies or services already exist or must be created, developed, demonstrated, and evaluated. (FAR 2.101).

Acquisition Planning – The process by which the efforts of all personnel responsible for an acquisition are coordinated and integrated through a comprehensive plan for fulfilling the agency need in a timely manner and at a reasonable cost. It includes developing the overall strategy for managing the acquisition. (FAR 7).

Administrative Contracting Officer (ACO) - A Contracting Officer who administers a contract and serves to enforce its provisions. A COR works very closely with this individual. The DSCA Procuring Contracting Officer (PCO) typically also serves as the ACO.

Agent - An individual (agent) appointed by another party (principal) to enter into a business or contractual relationship with third parties. These relationships are legally binding on the principal and the third party. A Contracting Officer when signing a Government contract does so as an agent of the U.S. Government.

Best Value – The expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement – price and other factors considered. (FAR 15.101).

Bundling – Consolidating two or more requirements for supplies/services, previously provided or performed under separate smaller contracts, into a solicitation for a single contract that is likely to be unsuitable for award to a small business concern due to – (i) the diversity, size, or specialized nature of the elements of the performance specified; (ii) the aggregate dollar value of the anticipated award; (iii) the geographical dispersion of the contract performance sites; or (iv) any combination of the factors described in paragraphs (i), (ii), and (iii) of this definition. (FAR 2.101).

Change Order - A written order, signed by the Contracting Officer directing the contractor to make a change that the Changes clause authorizes. (FAR 43.101).

Conditional Acceptance – Acceptance of supplies or services that do not conform to contract quality requirements, or are otherwise incomplete, that the contractor is required to correct or otherwise complete by a specified date. (FAR 46).

Contract - An agreement, enforceable by law, between two or more competent parties to do or not do something not prohibited by law for a legal consideration. A mutually

binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. (FAR 2.101).

Contract Clause - A term or condition used in contracts or in both solicitations and contracts, and applying after contract award or both before award and after award. (FAR 2.101).

Constructive Change - An oral or written act or omission by the Contracting Officer that is construed as having the same effect as a written change order.

Contracting Officer (KO) - An individual duly appointed with specific authority to enter into, administer and/or terminate contracts and make related determinations and findings on behalf of the U.S. Government. Only this individual can change the contract. (FAR 2.101).

Contracting Officer's Representative (COR) - An individual designated by the Contracting Officer to act as his/her representative to assist in managing the contract. The authorities and limitations of a COR appointment are contained in the written letter of appointment. Regulatory guidance concerning designation, responsibility, and limitation of authority of the COR is in the Defense Acquisition Regulation Supplement (DFARS) 201.602-2. An Alternate COR (ACOR) may also be appointed by the Contracting Officer to perform the same functions as the COR, but only in the absence of the COR.

Contract Specialist – Assists a Contracting Officer in the pre-award, negotiation, award, and administration of the contract.

Critical Nonconformance – A nonconformance that is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the supplies or services; or is likely to prevent performance of a vital agency mission.

Default - The omission or failure to perform a legal or contractual duty to observe a promise or discharge an obligation, or to perform an agreement. (FAR 49.4).

Delivery Order - Any order for supplies (including construction) placed against an established contract or with Government sources of supply. (FAR 2.101).

Delivery Order Contract - A contract for supplies that does not procure or specify a firm quantity of supplies (other than a minimum or maximum quantity) and that provides for the issuance of orders for the delivery of supplies during the period of the contract. (FAR 16.501-1).

Disadvantaged Individuals - Persons who are economically or socially disadvantaged because of their race, sex, religion, or country of origin.

Employee - Employer Relationship – May exist under service contracts when contractor personnel are subject to the relatively continuous supervision and control of a Government officer or employee. (See Personal Services Contract).

Federal Acquisition Regulation (FAR) - The primary regulation that sets forth uniform policy and procedures for acquisition by all executive agencies. A Supplement to this regulation is the Defense FAR Supplement (DFARS).

Firm Fixed Price Contract- An arrangement to pay a specified price when the items or services called for by the contract have been delivered and accepted within a specified time.

Full and Open Competition - A procurement environment in which all responsible sources are permitted to compete.

Government Furnished Information (GFI) – That information which is in the possession of or acquired by the Government and subsequently delivered or otherwise made available to the contractor.

Government Furnished Property (GFP) - That property which is in the possession of or acquired by the Government and subsequently delivered or otherwise made available to the contractor.

Head of the Contracting Activity (HCA) - The official who has overall responsibility for managing the contracting activity.

Inspection - Examining supplies or services to determine whether they conform to contractual requirements. (FAR 2.101).

Labor-Hour Contract - A labor-hour contract is a variation of the time-and-material contract, differing only in that materials are not supplied by the contractor. (FAR 16.602).

Labor Surplus Area - A geographical area identified by the Department of Labor as an area of concentrated unemployment or underemployment or an area of labor surplus. (FAR 2.101).

Labor Surplus Area Concern - A concern that, together with its first-tier subcontractors, will perform substantially (at least 50 percent of the costs of manufacturing, production, or services) in labor surplus areas. (FAR 2.101).

Legal Counsel - The Judge Advocate General or Staff Judge Advocate or civilian counsel providing legal services to the installation organization concerned.

Letter Contract - A written preliminary contractual instrument that authorizes the contractor to begin immediately manufacturing supplies or performing services. (FAR 16.603-1).

Major Nonconformance – A nonconformance, other than critical, that is likely to result in failure of the supplies or services, or to materially reduce the usability of the supplies or services for their intended purpose. (FAR 46.1).

May - Denotes the permissive. (FAR 2.101).

Minor Nonconformance – A nonconformance that is not likely to materially reduce the usability of the supplies or services for their intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the supplies or services. (FAR 46.1).

Modification - Any written change in the terms of the contract. (FAR 43).

Negotiation - Contracting through the use of either competitive or other than competitive proposals and discussions. Any contract awarded without using sealed bidding procedures is a negotiated contract. Negotiation may also be used to modify the contract after award. (FAR 15).

Non-Personal Services Contract - A contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

Option - A unilateral right in a contract by which, for a specified time, the Government may elect to purchase additional supplies or services called for by the contract or to extend the term of the contract. (FAR 17.2).

Organizational and Consultant Conflicts of Interest - A situation that exists when the nature of the work to be performed under a proposed Government contract may, without some restriction on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work. (FAR 9.5).

Partial Payments - A payment method for supplies or services delivered to and accepted by the Government that represent only part of the contract requirements.

Performance-Based Contracting – Structuring all aspects of an acquisition around the purpose of the work to be performed as opposed to either the manner by which the work is to be performed or broad and imprecise statements of work (the requirements in terms of results required rather than how to perform; the use of measurable performance standards – quality, timeliness, quantity, etc., and quality assurance plans; procedures specified for reductions of fee or for reduction to price of a fixed-price contract when services are not performed or do not meet contract requirements; and, performance incentives are included when appropriate). (FAR 37.6).

Personal Services Contract - A contract that by its express terms or as administered makes contractor personnel appear, in effect, to be Government employees. (FAR 37.104).

Pre-Award Survey - An evaluation by a surveying activity of a prospective contractor's capability to perform a proposed contract. (FAR 9.106).

Procurement Initiator (PI) - Local or installation director, office chief or functional element authorized to receive contract support.

Procurement Request - The initial request for any contracting action, submitted by the technical/functional area (requiring/user activity), which consists of a funding document and all associated documentation required to establish a contract.

Proper Invoice – An invoice that meets the minimum standards specified in FAR 32.905(b). (FAR 2.101).

Quality Assurance - Various functions, including inspection, performed by the Government to determine whether a contractor has fulfilled the contract obligations pertaining to quality and quantity. (FAR 46).

Ratification - The act of approving an unauthorized commitment by an official who has the authority to do so. (FAR 1.602-3).

Sealed Bidding - A method of contracting that employs competitive bids, public opening of bids, and where award is made to the responsive, responsible bidder, considering only price, and price-related factors. (FAR 14.1).

Shall - Denotes the imperative. (FAR 2.101).

Small and Disadvantage Business Utilization Specialist (SADBUS) - A position created under the authority of the Small Business Act, 15 U.S.C.644(1), and which is responsible for: Overall management and direction of the DoD Small Business Program, advising on matters relating to these programs; providing guidance and periodically reviewing the direction and implementation of DoD activities in promoting contract awards of small business goals and consulting with the Small Business Administration regarding the establishment of such goals. (DFARS 219.201).

Small Business - A business concern which, including its affiliates, is independently owned and operated, not dominant in the area of business in which it is bidding on Government contracts, and meets certain other size-standard criteria set by the Small Business Administration. (FAR 19.001).

Small Business Program (SBP) - A program designed to assure that small businesses, small disadvantaged businesses, 8(a) firms, women-owned businesses, minority colleges, universities and institutions, and labor surplus area firms receive a fair share of DoD procurement dollars. In furtherance of economic objectives, various public laws and executive orders have designated that these groups be provided special opportunities in solicitation and award of federal contracts.

Sole Source - A source that is characterized as the one and only source, regardless of the marketplace, possessing a unique and singularly available performance capability for the purpose of the contract award.

Sole Source Acquisition - A contract for the purchase of supplies or services that is entered into, or proposed to be entered into, by an agency after soliciting and negotiating with only one source. Sole source contracts require special approvals. (FAR 2.101).

Military Specifications and Standards - Performance specifications shall be used when purchasing new systems, major modifications, upgrades to current systems, and non-developmental and commercial items, for programs in any acquisition category. If it is not practicable to use a performance specification, a non-government standard shall be used. Since there will be cases when military specifications are needed to define an exact design solution because there is no acceptable non-governmental standard or because the use of a performance specification or non-governmental standard is not cost effective, the use of military specifications and standards is authorized as a last resort, with an appropriate waiver. Waivers for the use of military specifications and standards must be approved by the Milestone Decision Authority (as defined in DoD Instruction 5000.2). In the case of acquisition category ID programs, waivers may be granted by the Component Acquisition Executive, or a designee. Waivers for reprocurement of items already in the inventory are not required. Waivers may be made on a "class" or item basis for a period of time not to exceed two years.

Supplemental Agreement- A contract modification which is accomplished by the mutual action of the Contracting Officer and contractor. This is a bilateral agreement and must be executed by both the contractor and the Contracting Officer. (FAR 2.101).

Surveillance Plan - A guide, which describes the contract monitoring methods in detail. It is written by the work statement writing team when the work statement is developed, and used by the COR in managing a contract. It is mandatory for Time and Material contracts. Simple delivery contracts do not require a Surveillance Plan. (FAR 46).

Task Order Contract - A contract for services that does not procure or specify a firm quantity of services (other than a minimum or maximum quantity) and that provides for the issuance of orders for the performance of tasks during the period of the contract. (FAR 16.501-1).

Task Orders - Any number of instruments used to order services under a task order contract. Task orders are always written by the Contracting Officer, and when obligating funds, must be on a form prescribed by the FAR and DFARS. Task orders are made a part of the contract file and the COR file. (FAR 2.101).

Termination - The cancellation of all or part of the work that has not been completed and accepted under a contract. It may, under specific circumstances, be for default of the contractor or for convenience of the Government. (FAR 49).

Time and Material Contracts - Provides for acquiring supplies or services on the basis of (1) direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit, and (2) materials at cost, including, if appropriate, material handling costs as part of material costs. A ceiling price is established which the contractor may not exceed. Substantial surveillance on the Government's part is required to ensure that inefficient methods are not used. (FAR 16.601).

Unauthorized Commitment - An agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government. This usually occurs when a contractor relies upon the apparent authority of a Government official who does not, in fact, have authority to obligate the Government contractually. Such actions must be ratified at very high levels. If the approval authority, in his/her discretion, does not ratify the unauthorized commitment, the person who caused it may be held personally and financially liable. Even if the action is ratified, the person who caused it may be subjected to administrative or other penalties. (See Ratification).

SECTION II: CONTRACTING OFFICER'S REPRESENTATIVE OVERVIEW

Process Overview

The Contracting Officer may select and appoint a COR to assist with various contract administration tasks. In accordance with DFARS 201.602-70, the Contracting Officer shall insert clause DFARS 252.201-7000 Contracting Officer's Representative in solicitations and contracts when appointment of a COR is anticipated. Although the request for COR nomination is initiated by the requesting activity by submitting a written request for COR nomination to the Contracting Officer, appointment of a COR is the Contracting Officer's decision/function. The Contracting Officer will specifically designate the COR's responsibilities and limitations of authority in the COR Letter of Appointment. The COR is authorized within the designated limits to ensure timely progress of contract performance and to provide effective technical guidance to the Contracting Officer.

In selecting an individual for designation as an authorized representative, the Contracting Officer shall ensure that the individual possesses qualifications and experience commensurate with the authority with which he/she is to be empowered. To ensure this, the requiring activity shall submit to the Contracting Officer a synopsis of the proposed COR's experience, qualifications, and training, certified by the nominating COR's Supervisor.

Titles

Personnel appointed by the Contracting Officer to assist in contract administration shall be identified as a "Contracting Officer's Representative" (COR) or an "Alternate Contracting Officer's Representative" (ACOR), as appropriate. No other titles are authorized by DSCA.

Contracting Officer Responsibilities

The Contracting Officer will ensure that CORs have been personally and clearly briefed on the functions to be performed and the limitations of authority being delegated. The appointees will then sign the Letter of Appointment, which will be placed in the contract file. A copy will be given to the appointee to be placed in the COR file. If the COR does not receive this briefing or has not signed the COR Letter of Appointment, the COR must see the Contracting Officer before performing COR duties or communicating with the contractor.

The Contracting Officer will furnish a copy of the letter appointing the COR to the contractor. Acknowledgment of receipt of the letter must be made by the contractor.

COR Responsibilities

A COR acting outside the limits of his/her authority does so at his/her own peril. He/She may be held personally liable for unauthorized acts if a contractor incurs expense through unauthorized commitments. The COR is not authorized to change any of the terms and conditions of the contract. Changes, including changes in the Performance Work Statement, will be made only by the Contracting Officer by properly executed modifications to the contract.

SECTION III: COR NOMINATION, SELECTION, DESIGNATION, QUALIFICATIONS, CERTIFICATION STANDARDS, REVOCAION/TERMINATION

Nomination and Selection

A Contracting Officer may select and designate, in writing, a qualified Government employee to act as a COR in administering a contract. Contractor personnel may not be appointed as CORs. The Contracting Officer may select only an individual who has qualifications and experience commensurate with the responsibilities to be assigned. The Supervisor, who is familiar with the requirement and the nominee's experience, training, and ability, shall nominate the COR. (See Attachment 1 for Sample Format for Nomination of Contracting Officer's Representative). The COR nominee should be one of the individuals who participated in developing the contract specification or performance work statement.

Designation

The Contracting Officer will set forth the COR duties and limitations of authority in each appointment letter. (See Attachment 2 for Sample format COR Appointment Letter). The COR is authorized, within those limits, to ensure timely progress of contract performance and to provide effective technical guidance and advice to the Contracting Officer. A COR acting outside the limits of his/her authority may be held personally liable if a contractor incurs expense through unauthorized commitments. While a COR may act for the Contracting Officer in technical phases of the contract, he/she may not commit the government in matters which would change contract price, quantity, delivery schedule or other requirements of the contract.

Qualifications

The Contracting Officer has sole authority for appointment of CORs and must, by regulation, determine that the proposed COR has both the necessary technical and administrative competence and required training to perform COR duties in an effective and responsible manner. Consideration should be given to the number of contacts currently being managed by the nominee when making this determination. Accordingly, the nominating supervisor or higher authority, when requesting appointment of a COR, must certify the nomination of the COR to ensure the COR nominee's compliance with DoDD 5500.7-R, The Joint Ethics Regulation (JER), and FAR 3.104, Procurement Integrity and to ensure the COR nominee's qualifications include:

- a. Knowledge of Government contracting processes.
- b. Familiarity with pertinent contract clauses such as Changes, Inspection and Acceptance, Government-Furnished Property, Termination, and the concepts of excusable and non-excusable delays in contract performance.

- c. Ability to document, analyze, interpret, and evaluate factors involved in contract administration.
- d. Previous on-the-job training or experience as COR (if applicable).
- e. Any formal education that may demonstrate necessary business acumen.
- f. A listing of all contracts under which the COR nominee is currently performing COR duties and the name and phone number of the Contracting Officer.
- g. Compliance with DoDD 5500.7-R, the Joint Ethics Regulation (JER), and FAR 3.104, Procurement Integrity.
- h. The certification for nomination of the COR and the record of the COR's qualifications will be maintained, with copies of the letters of appointment, in the applicable contract file. Each request for COR appointment must be accomplished by the certification and statement of qualifications detailed above.
- i. The COR nominee must have the requisite security clearance and sufficient time available to perform the COR duties. The nominee must provide the Contracting Officer evidence that an OGE Form 450 Confidential Financial Disclosure Report has been officially filed. The nominee's Supervisor should include a statement that the nominee has filed an OGE Form 450 in the nomination letter. CORs must also file an OGE Form 450 each subsequent year as requested by the local Ethics Advisor. The nominee's Supervisor should also include a statement that the nominee's annual performance assessment will evaluate how well the COR duties are performed. The Supervisor shall solicit feedback from the Contracting Officer when making the final assessment regarding the COR's performance of his/her duties.
- j. DSCA supervisors are encouraged to consider back-up capability and mission needs and nominate Alternate CORs (ACORs) as necessary. ACORs must also be trained and appointed in writing by the Contracting Officer. The alternate COR must maintain an active role throughout the life of the contract to enable proper performance of COR functions when the prime is absent. The alternate COR may act only in the COR's absence from duty.

Certification Standards

The Department of Defense's COR certification standards define minimum competencies, experience and training according to the nature and complexity of the requirement and contract performance risk. The standard identifies competencies, experience and minimum training needs for successful performance as a COR for:

- Type A (fixed-price, low performance risk requirements);
- Type B (fixed-price, other than low performance risk requirements), and
- Type C (unique requirements that necessitate a professional license, higher education, or specialized training).

It is anticipated that DSCA supply requirements will be Type A procurements and the vast majority of DSCA service requirements will be Type B procurements. (See Attachment 3 for Standards for Certification of CORs).

DSCA requires all CORs to complete formal COR training before being appointed. If there are urgent requirements, the COR nomination will be handled on a case-by-case basis. A 40 hour COR course is presented periodically by the U.S. Army Logistics Management College (ALMC) and by contractors in every state. Contractor taught COR courses are offered by a variety of contractors. Contractor taught COR courses must be "Equivalent" to the ALMC 40 hour course before they will be accepted by DSCA. The Navy, Air Force, Defense Acquisition University, the Department of Defense and other government organizations also offer "Equivalent" COR courses that may be accepted by DSCA. If you are unsure verify the training with the Contracting Officer to ensure the course will be accepted by DSCA.

Revocation/Termination of Appointment

The Contracting Officer may revoke the COR's appointment at any time. (See Attachment 4 for Sample Termination of COR Appointment Letter.) Whenever a contract is completed, or a COR requests revocation of COR status due to transfer, retirement or other causes, the Contracting Officer must immediately revoke the COR's appointment. The Contracting Officer must sign the Revocation Letter and have the COR sign the Revocation Letter. If a COR requests relief from duties from the Contracting Officer, he must do so sufficiently in advance of reassignment or separation from the Government to permit the Contracting Officer to have adequate time to select, train and designate a successor, in writing. (See Attachment 5 for Sample Request for Termination of Contracting Officer's Representative Designation Letter.) CORs cannot re-delegate their authorities. CORs must return the signed copy of their appointment letter to the Contracting Officer within 3 working days of receipt or the COR designation may be revoked.

SECTION IV: GENERAL COR DUTIES

General COR Responsibilities

The responsibilities of a COR vary with the type of contract and complexity of the acquisition. Each contract must be treated on an individual basis, because it may place responsibilities on the COR unique to that contract or task order. Normally, a COR has the responsibility/authority to monitor all aspects of the day-to-day administration of a contract except issues that deal with "time and money". Formally stated, a COR does not have the authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract.

The COR shall not give any guidance to contractors, either orally or in writing, which might be interpreted as a change in the scope or terms of the contract. The COR is responsible only for giving technical guidance to assure that the technical scope and terms of the contract are met. An informal request for additional work caused by some act, or omission to act on the part of the Government which causes a contractor extra work, delay or expense is known as a constructive change and must be avoided. Additionally, the actions or inactions of a COR can convert a properly executed contract into an improper personal services one. The COR actions or inactions can subject the Government to disputes, claims, and in some cases, can result in the COR being personally liable for his/her actions. CORs may be held personally liable for unauthorized acts.

Specific COR Responsibilities

Individuals designated by the Contracting Officer as CORs are assigned specific responsibilities as set forth in their letters of appointment. Observe carefully the scope and limitations of the delegated authorities. If there are any doubts as to the correct course of action to be taken, contact the Contracting Officer. Specific responsibilities vary, but may include the following:

- a. Ensure full and complete coordination, cooperation and communication among the contractor, Contracting Officer and all Government personnel appropriately assigned to monitor contract performance to anticipate and resolve difficulties, and ensure satisfactory completion of contract.
- b. Carefully read and understand the terms and conditions of the contract (including all modifications) and direct any questions as to content or interpretation to the Contracting Officer.
- c. Have ready access to all technical publications and regulations referenced in the contract.
- d. Attend the post award conference so that all parties have a clear understanding of the scope of the contract, the technical requirements, and the rights and obligations of the parties.

e. Perform periodic inspections and carefully monitor and keep the Contracting Officer informed of contractor performance of the technical requirements of the contract. Assure timely progress of the performance of the contract and that performance is within the scope of the work. In no event will the COR permit the Contractor to furnish materials or services in addition to, less than, or different from those required by the contract.

f. Exercise extreme caution in executing receipt and acceptance documents because, when performing this function, the COR is responsible for ensuring that the Government is receiving the end item or services for which it is paying.

g. Confirm or initiate all significant technical instructions to the contractor in writing, and provide a copy to the Contracting Officer.

h. Assure that changes in the work, services and resulting effects on delivery schedule are formally made by written supplemental agreement or change order issued by the Contracting Officer before the contractor proceeds with the changes.

i. Assure prompt review of draft reports and provide approval/disapproval/comments to the contractor through the Contracting Officer.

j. Assure prompt inspection and acceptance, or rejection of services and/or deliverable items.

k. Refer to the Contracting Officer those matters, other than purely technical problems, which may affect the contract.

l. Furnish to the Contracting Officer a copy of the Government/contractor conference reports, trip reports, telephone conversation records, memorandum for record, and correspondence.

m. Sign all reports, trip reports, memorandum for record, appropriate correspondence, and all other related documents using your name, and title, followed by "Contracting Officer's Representative." All correspondence must reference the contract number.

n. Coordinate with the Contracting Officer and with the Legal Office on the content of any contractually significant correspondence addressed to the contractor, in order to prevent possible misunderstandings or the creation of a condition that may be the basis of a later claim.

o. Request the Contracting Officer to authorize Government-Furnished Property, and when requested by the Contracting Officer, furnish disposition advice on Government-Furnished Property or contractor-acquired property.

p. Monitor financial management controls; coordinate with Government resource managers on all actions relating to funding and changes in the contract.

q. Furnish the Contracting Officer a notice of satisfactory or unsatisfactory completion of delivery or performance of a contract, purchase order, delivery order, or any modification thereto.

r. Report promptly and directly to the Contracting Officer on any suspected procurement fraud, bribery, conflicts of interest, or other improper conduct on the part of the contractor, its employees or other Government Officials.

s. Attain security clearances prior to contract award, for contracts that deal with classified information. Assure that the contractor maintains a current facility security clearance as well as clearance for personnel actually engaged in contract work, as it is determined that access to classified information will be required. It should be noted that there are absolutely no exceptions authorized for the release of classified information to contractors who do not possess a security clearance.

t. Provide recommendations to the Contracting Officer relative to approval/disapproval requests for public release of information regarding work being performed under the contract.

u. Notify the Contracting Officer of inventions by the contractor during the performance of the contract and assist the Contracting Officer in protecting the Government's interest.

v. Prepare a memorandum for the PCOs signature, addressed to the contractor, Subject: Notice of Acceptance of Final Technical Report, when a final technical report is required by a Data Item Description (DID) on DD Form 1423 of the contract and upon acceptance of the contractor's final technical report. Upon receipt of the PCOs signature, the COR shall forward the original memorandum to the contractor with additional copies as follows:

- 1 - Contracting Officer's official contract file
- 1 - COR contract work file

w. Assure that inefficient or wasteful methods are not being used, through surveillance of technical performance.

x. Evaluate contractor requests for travel, to determine necessity of travel and reasonableness of costs.

y. Obtain Contracting Officer's approval for COR or other Government personnel travel to the contractor's facilities, and within seven (7) days after return, furnish the Contracting Officer with a trip report.

z. Review the contractor's invoice to insure that labor hours and materials charged to the contract are accurate. This can be done by checking time cards, in/out signing cards, and for materials, by obtaining copies of invoices. The contractor's invoices should accurately reflect the work completed and that the materials purchased are within the requirements of the contract.

aa. Furnish a monthly report to the Contracting Officer as to contract performance, for contracts valued over \$1M (including all options) or as otherwise directed by the Contracting Officer. (See Attachment 6 for Sample COR Monthly Report). If other than monthly reports (daily, weekly, etc.) are required, the PCO will tailor to contract requirements and include in the Letter of Appointment.

ab. Inform the Contracting Officer when a contractor is known to be behind schedule, with the reasons therefore, and coordinate with the Contracting Officer corrective actions necessary to restore the contract schedule.

ac. Evaluate monthly cost and performance data on a quantitative and qualitative basis to include trends and projections.

ad. Surface any restriction on technical data to the Contracting Officer and Legal Office before acceptance.

ae. Maintain and keep current the COR contract work file.

af. Furnish the Contracting Officer with a formal request for termination of your COR appointment, when it is required.

aj. Sign promptly all DD Form 250's, invoices or vouchers after verifying receipt of a deliverable. The COR must also immediately forward copies to the proper Paying Office as designated in the contract.

NOTE:

The above are only general COR duties. Please refer to your specific Letter of Appointment and the Surveillance Plan, as applicable, for duties and limitations applicable to your specific contract. Your duties and limitations may be different for each contract for which you are appointed as the COR. **KNOW EACH APPOINTMENT LETTER AND ALL THE TERMS AND PROVISIONS OF EACH SPECIFIC CONTRACT.**

SECTION V: COR FILES

Establishment

The COR must establish and maintain a current, separate file for each new contract being administered. This file must be available for review by the Contracting Officer, Inspector General, Government Accountability Office, Defense Security Cooperation Agency, Internal Review, or any other official authorized by the Contracting Officer. The Contracting Officer will perform annual random samplings of COR files to validate the COR is conducting business in accordance with his/her appointment letter and acquisition regulations. (See Attachment 7 for Checklists for COR File Inspections) The Contracting Officer will provide a summary of the file inspection results and recommended corrective action(s) within 45 days of completion of the inspection. (See Attachment 8 for Sample COR File Inspection Report.) Upon receipt of this report, the COR shall sign and acknowledge that he/she has read and understood the findings and are taking steps for corrective action identified in this letter. Failure to take appropriate corrective actions may result in the COR Appointment being revoked.

COR working files can be maintained electronically; however, the COR must establish a clear and logical filing system that can be easily audited or accessed as necessary. Additionally, the COR must ensure proper back-up of these files in the event of systems issues and these files must be available to the Alternate COR to the extent he/she would require access to the files in the absence of the COR.

The COR should also have a copy of this Guide for guidance. The COR Guide is revised on a regular basis and it is available online for download on the DSCA website. Only one copy is necessary, regardless of the number of contracts the COR is assisting in administering.

Content

As a minimum, the COR file must contain:

- a. A copy of the signed, dated and acknowledged COR appointment letter.
- b. A copy of the contract and all modifications and/or delivery orders thereto.
- c. Memorandums for the record or minutes of pre-performance conferences.
- d. All correspondence between the COR and the contractor, Contracting Officer, or others concerning performance of the contract; together with English translations of all correspondence written in a foreign language.
- e. Memorandum of all telephone conversations which relate in a contractually significant way to the contract.

f. A copy of the trip report of every visit that has been made to the contractor's facility. A copy of this report must be provided to the Contracting Officer within seven (7) days after each visit. The trip report must contain persons contacted, dates, items discussed and actions taken.

g. A copy of the minutes of all meetings and conferences with the contractor. These minutes should include persons present, dates, matters discussed and actions taken.

h. A copy of all approvals the COR has given to the contractor. These approvals can only be within the COR-designated authority.

i. Copies of progress schedules of work approved by the Contracting Officer, if applicable, and schedule of cumulative payments approved.

j. Copies of all data, reports and other documentation furnished by the contractor; the COR's analysis of it, action taken and the date of such action.

k. Records of any inspections performed under the contract including when and how the inspections were accomplished and the results.

l. Copies of all surveillance plans and a record of each individual surveillance conducted, the results thereof, and any actions taken.

m. Copies of all DD Form 250's, invoices, payment logs, vouchers and receipt documents processed, including COR recommendations relating to them.

n. Any other documentation and data necessary to provide a complete history of all actions taken under, or in connection with the contract by the COR.

o. A copy of all relevant COR training certificates.

(See Attachment 9 for Sample Checklist for COR File Content.)

Maintenance

The COR file must be maintained as follows:

a. A copy of each appointment letter and the basic contract with all modifications and/or delivery orders thereto.

b. All other documents in chronological sequence. It is recommended that the types of document be identified accordingly; memoranda for record, inspections, trip reports, minutes of meetings, conferences, etc., for rapid access by the COR and/or inspection by authorized officials.

c. Annually, the COR must schedule an appointment with the Contracting Officer for review of the COR file.

Disposition

Upon termination of a COR appointment, the COR must promptly transfer the COR files to the successor COR, or forward them to the Contracting Officer, whichever is instructed by the Contracting Officer. Upon completion of the contract, the COR must forward the COR files to the Contracting Officer for inclusion in the official contract file.

SECTION VI: COR DOs AND DON'Ts

This section is designed to provide a quick reference listing, though not all inclusive, of general Dos and Don'ts for a COR. These should be covered by the Contracting Officer when the COR is given his COR appointment letter.

DOs

- a. DO retain your appointment letter. This letter tells you the exact functions that have been delegated to you. Know its contents. Acknowledge its receipt and return the copy to the Contracting Officer.
- b. DO understand the limitations of your authority.
- c. DO have a complete copy of the contract and all modifications/delivery orders/task orders readily available.
- d. DO immediately familiarize yourself with all the terms and conditions of the contract.
- e. DO establish and maintain a file for all documents, conversations, and correspondence pertaining to the contract. This file is to be forwarded to the Contracting Officer for inclusion in the official contract file upon completion of the contract.
- f. DO give prompt attention to correspondence and other actions requiring your approval.
- g. DO spot check the contractor's work to see that it is completed in a timely and proper manner. Perform more intensive and fairly continuous surveillance on those contracts that require it.
- h. DO complete the required performance reports thoroughly and accurately to enable the Contracting Officer to properly evaluate the contractor.
- i. DO enforce correction of deficient work. Be cautious, however, as you are not authorized to personally supervise any contractor employee.
- j. DO assure that the contractor responds in a timely manner when required. Be sure all responses are accurate.
- k. DO report personnel deficiencies to the contractor's site supervisor and to the Contracting Officer.
- l. DO verify to the Contracting Officer the need for contractor overtime when requested by the contractor, depending on the contract type.

- m. DO report all actual overtime, depending on the contract type.
- n. DO assure satisfactory subcontractor performance by observing contractor's surveillance. Report inadequate surveillance to the Contracting Officer.
- o. DO follow through on corrective actions recommended by any authorized inspector (or team of inspectors).
- p. DO ascertain that all emergencies are attended to and resolved immediately. Coordinate fully with the Contracting Officer.
- q. DO inform the contractor immediately when you become aware of any unsatisfactory performance. The Contracting Officer will assist you in obtaining corrective action. Differences of opinion between you and the contractor that cannot be resolved at your level should be referred to the Contracting Officer. Recommend to the contractor that he also refer the conflict to his superior. Make it clear to him that both of you must abide by the decisions made by the Contracting Officer. In doing this, do not take any action that may be construed as an actual or constructive change.
- r. DO report to the Contracting Officer any labor disputes or problems which have a potential for impairing the contractor's ability to perform.
- s. DO put instructions to the contractor in writing. Ensure that such instructions are within the scope of your authority. Failure to do so may create problems for you and your replacement, as well as to the Contracting Officer.
- t. DO document all actions and decisions and date and sign all documents.
- u. DO document the date, time, place, and persons involved in all meetings with the contractor or his personnel.
- v. DO notify the Contracting Officer in sufficient time that a successor needs to be appointed. Ensure that your replacement is thoroughly briefed, both verbally and in writing, on all important issues.
- w. DO be aware of your relationship with the contractor and avoid even the appearance of an unethical or illegal action.
- x. DO use clear, accurate, performance-oriented language and express only the Government's actual minimum needs when writing the work statement.
- y. DO protect contractor proprietary information when doing estimates or reports.
- z. DO advise the Contracting Officer, at the time a procurement request is initiated, that the item is foreign made, if this fact is known.
- aa. DO assure that any Government-financed training is not for the basics that should have been provided by the contractor.

ab. DO endorse "visit request" and "need-to-know" documents prior to Contracting Officer approval. This also includes verification of classification status (SECRET, etc.).

ac. DO discuss unusual problems/situations/urgent requirements with the Contracting Officer prior to taking any actions – issues often can be worked out within the prescribed regulations.

ad. DO prepare Independent Government Estimates. Don't get them from a prospective contractor.

ae. DO ensure that contractor employees working on the installation wear identification at ALL times which visibly identifies them as contractor employees. DO instruct contractor employees, even though wearing identification, to introduce themselves as contractor employees when attending meetings and to identify themselves by name and company name when answering a Government phone. DO ensure contractor's workspace contains a sign signifying the space is occupied by "contractor employee(s)" and that all contractor's correspondence (written, facsimile, and email display) include their company name.

af. DO ensure that Government-furnished vehicles and equipment are only provided to contractor employees when the contract specifically provides for its use and then only for contractor's performance of the contract.

ag. DO read DoD 5500.7-R, The Joint Ethics Regulation for Department of Defense Personnel, and its implementations.

ah. DO familiarize yourself with the Procurement Integrity Act (FAR 3.104).

ai. DO coordinate all engineering changes affecting a contract with all cognizant segments and agencies. Prior to discussing any change with the contractor, discuss it with the Contracting Officer. Changes may only be made through modifying the contract.

Don'ts

ba. DON'T split quantities in order to circumvent procedures/regulations and approvals required for higher dollar value procurements.

bb. DON'T take any action which will obligate, or give the appearance of obligating, the Government financially or otherwise. Only the Contracting Officer has this authority.

bc. DON'T solicit "unsolicited proposals" from contractors.

bd. DON'T contact contractors and give them information about upcoming procurements.

be. DON'T contact prospective contractors when a procurement is being solicited or offers are being evaluated.

bf. DON'T assist prospective contractors in preparation of offers or quotations.

bg. DON'T tell the contractor how to run his operation. This is his responsibility and he is getting paid to manage.

bh. DON'T tell him to fire an individual. Terminations of employment are actions for the contractor.

bi. DON'T let personalities enter into your discussion with the contractor.

bj. DON'T request the contractor to do any work outside the scope of the contract.

bk. DON'T permit the contractor to proceed on his own on work outside the scope of the contract. It may be in the contractor's interests to exceed his contractual limitation with the intent of claiming additional consideration for additional effort. Coordinate immediately with the Contracting Officer.

bl. DON'T commit the equipment, supplies, or personnel of the contractor for use by others. The contractor and the Contracting Officer control all such matters.

bm. DON'T permit the contract to take on the appearance of a personal services contract; e.g., where the contractor personnel appear, in effect, to be Government employees. Do avoid any employee-employer relationship where contractor personnel are subject to relatively continuous supervision and control by a Government employee. The contract determines the contractor performance requirements.

bn. DON'T you or any member or your family accept any gratuities. To be safe, don't accept any gifts, loans, or favors from a contractor or from their employees. Report any offers made immediately to the Contracting Officer.

bo. DON'T accept an appointment as a COR if there is a potential conflict of interest. Report the matter immediately to your supervisor and the Contracting Officer for determination.

bp. DON'T accept a COR appointment if you do not have the time to perform a thorough and complete job of the duties in your Letter of Appointment and this Guide. On some types of contracts, performance as COR on even a few contracts may require substantially a full time effort.

bq. DON'T attest to having read and understood DoDD 5500.7-R, Joint Ethics Regulation, without understanding the contents.

br. DON'T ask to buy today what you needed yesterday - PLAN AHEAD.

bs. DON'T negotiate or accept any offer of employment from a contractor related to your COR duties. Report any such discussion immediately to the Contracting Officer and your Ethics advisor.

SECTION VII: STANDARDS OF CONDUCT

Review of Standards

All Government personnel engaged in contracting and related activities must conduct business dealings with industry in a manner above reproach. They must also protect the U.S. Government's interests and maintain its reputation for fair dealings with contractors. DoD 5500.7-R, the Joint Ethics Regulation (JER), <http://www.deskbook.osd.mil/>, sets forth applicable standards for contracting or related activities. All COR letters of appointment require CORs to certify that they have read and understand the JER. In addition to the JER, CORs should be familiar with the Procurement Integrity Act, which is covered at FAR 3.104.

CORs who may have direct or indirect financial interests which would place the COR in a position where there is a conflict between the COR's private interests and the public interests of the United States shall advise their supervisor and the Contracting Officer of the conflict so that appropriate action may be taken. CORs shall avoid even the appearance of a conflict of interest in order to maintain public confidence in the U.S Government's conduct of business with the private sector. CORs must supply evidence to the Contracting Officer that she/he has officially filed a OGE Form 450 Confidential Financial Disclosure Report.

Code of Ethics

The JER sets forth the following Code of Ethics for Government Service, which all CORs are required to follow:

- a. Put loyalty to the highest moral principles and to country above loyalty to persons, party, or Government department.
- b. Uphold the Constitution, laws, and regulations of the United States and of all governments therein and never be a party to their evasion.
- c. Give a full day's labor for a full day's pay; giving earnest effort and best thought to the performance of duties.
- d. Seek to find and employ more efficient and economical ways of getting tasks accomplished.
- e. Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not; and never accept, for himself or herself or for family members, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of governmental duties.
- f. Make no private promises of any kind binding upon the duties of office, since a Government employee has no private word that can be binding on public duty.

g. Engage in no business with the Government, either directly or indirectly, which is inconsistent with the conscientious performance of governmental duties.

h. Never use any information gained confidentially in the performance of governmental duties as a means of making private profit.

i. Expose corruption wherever discovered.

j. Uphold these principles, ever conscious that public office is a public trust.

Gratuities

CORs will not under any circumstances, solicit, accept, or agree to accept favors, gratuities, considerations, assistance, or entertainment offered to either the COR or members of the COR's family from any contractor or subcontractor contemplating doing business or doing business with the Government

Protection of Pre-Proposal and Proposal Data

It is the individual responsibility of the COR to refrain from releasing to any individual, business establishment or its representatives any government information concerning proposed procurements. Such information will be released to all potential contractors as nearly simultaneously as possible, and only through the Contracting Officer, so that one potential offeror may not be given an unfair advantage over another.

Proposal data submitted by contractors for evaluation under a government acquisition is competition sensitive and is often proprietary in nature. CORs who have access to proposals for evaluation and review are obligated to protect the data from release to third parties.

Point of Contact

The Point of Contact for specific questions and/or concerns regarding Ethics, Standards of Conduct, Procurement Integrity, Financial and Employment Disclosure, Conflicts of Interest, or Gratuities, should be referred to your local Ethics Advisor.

SECTION VIII: ACTIONS TO BE TAKEN WHEN A COR EXCEEDS HIS/HER AUTHORITY

First Offense

For the first instance of improper action, the Contracting Officer will prepare a letter to the COR pointing out the improper action and reminding the COR of the limitations of his authority under his COR appointment. It will specifically reserve the right of the Government to take further action against the individual for his improper acts. The letter will be forwarded to the COR through his activity head (i.e., Director). It will be signed by the Contracting Officer and will contain a warning that if there are further instances of improper actions, the offender's COR appointment may be terminated.

Second Offense

For the second offense by the same COR (whether or not on the same or another contract), the individual's COR appointment may be revoked for all contracts for which the individual has been named COR. Prior to taking the action, the Contracting Officer will coordinate, through the contracting chain of command to the DSCA Business Operations Director.

Gross Abuse

In cases of gross abuse, the Contracting Officer will revoke the COR appointment immediately without giving the COR a second chance. A copy will be included in the contract file. Additionally, the Contracting Officer will take any other actions required by law or regulation such as, when appropriate, referring the action to the Contract Adjustment Board (PL 85-804), after taking other actions required by DSCA.

Unauthorized Commitment

If a COR exceeds his/her authority, the procedures for ratification of an unauthorized commitment are set forth in FAR 1.602-3 and elsewhere in this Guide. Cases that are not ratifiable under FAR 1.602-3 may be subject to resolution as authorized by FAR Part 50. Such procedures often require high level approval and are discretionary in nature by the approving official. In the event the approval official does not elect to use his discretion to reimburse the contractor for acts exceeding the CORs authority, the COR may be held personally liable for any costs or damages incurred by the contractor or the Government.

SECTION IX: SMALL BUSINESS PROGRAM

Background

It is the policy of the Government to provide maximum practicable opportunities in its acquisitions to small business, veteran-owned small business, service-disabled veteran-owned small business, firms located in historically underutilized business zones (HUBZone), small disadvantaged business, historically black colleges and universities, and women-owned business enterprises. Small and Disadvantaged Business Utilization Specialists (SADBUS) coordinate the establishment of DSCA goals and assist the contracting offices in identifying suitable procurements through the screening of current and prospective awards.

Policy

Each acquisition of supplies or services that has an anticipated dollar value exceeding \$3,000 (\$15,000 for acquisitions as described in [13.201\(g\)\(1\)](#)), but not over \$150,000, (\$300,000 for acquisitions described in paragraph (1) of the Simplified Acquisition Threshold definition at [2.101](#)), is automatically reserved exclusively for small business concerns and shall be set aside for small business unless the contracting officer determines there is not a reasonable expectation of obtaining offers from two or more responsible small business concerns that are competitive in terms of market prices, quality, and delivery. (See FAR 19.502-2 for further guidance.)

COR's Role

The COR, with the assistance of the local SADBUS, shall seek, identify, and tailor requisitions to permit participation of qualified small and disadvantaged businesses. The COR shares in the responsibility for meeting small business program goals and can participate actively toward their achievement by:

- a. Becoming familiar with the specific goals assigned to the contracting office;
- b. Identifying portions of work suitable for performance by firms that can assist in meeting the goals;
- c. Searching out emerging firms eligible for participation that may not be on a current mailing list; and
- d. Keeping open the channels of communication with the SADBUS in coordinating activities to assure that the contracting office will meet its goals.

“Bundling”

Although bundling may provide benefits to the Government, market research must be conducted in order to determine whether bundling is necessary and justified because of its potential impact on small businesses. Reduction of administrative or personnel costs alone is not sufficient justification for bundling unless the cost savings are

expected to be at least 10 percent of the estimated contract value including options.
(See FAR 7.107 and 19.202.)

SECTION X: DISPUTES AND APPEALS

Policy

FAR 33.2 and DFARS 233.2 provide specific instructions concerning disputes, Contracting Officer decisions, and appeals. The Government's policy is to try to resolve all contractual issues in controversy by mutual agreement at the Contracting Officer's level. Reasonable efforts should be made to resolve controversies prior to the submission of a claim.

General Procedures

Disputes between a contractor and the Contracting Officer may occur under a contract. It is important that differences with the contractor, which may arise, do not interfere with timely performance of the contract. All contracts contain a Disputes clause that presents the procedures to be followed in case of any unresolved disagreements between contractors and the Contracting Officer. The COR will play a key role in advising the Contracting Officer as to the intent of specifications or provisions of the contract that may be the subject of dispute. Therefore, the COR should know the contract and create and keep the necessary documentation required to state a position, in writing, to help the Contracting Officer. The Contracting Officer must respond promptly with a written decision and associated rationale for each dispute received. Unless appealed within certain time limits, the Contracting Officer's decision becomes final and is not subject to review. The COR should be aware that the Government has to pay interest on claims that might be in dispute. Therefore, it is imperative that the COR provide the Contracting Officer with the necessary documentation promptly.

COR's Role

CORs should be prepared to be responsive to the need for them to submit various forms of documentation and correspondence developed during the course of an acquisition. Frequently, the occasion may arise to give verbal testimony before the Government Accountability Office (GAO), the General Services Administration Board of Contract Appeals (GSBCA), the Armed Services Board of Contract Appeals (ASBCA) or a court of the judicial system in connection with disputes or other contractual matters. The completeness, accuracy, and currency of the COR records may determine who prevails - the Government or the contractor.

SECTION XI: EMERGENCY CONTRACTING PROCEDURES

Emergencies

There may come a time that emergency contract support is required. If an emergency arises, funds must be available and a Contracting Officer must approve the action. All emergency actions must be documented and substantiated by the Directorate Head (This may be documented on the Administrative Service Request, DD 1262).

Procedures

When an emergency condition exists, the COR shall:

- a. Obtain approval from the Directorate Head, if not available, the next highest official.
- b. Contact the Resource Management Division prior to any purchase to ensure funds are available. Contact either the organization's Budget Analyst, the Budget Chief, or the Resource Management Chief.
- c. Contact a Contracting Officer. After normal duty hours, refer to the local Emergency Roster to contact the Contracting Officers at home.
- d. Request the Contracting Officer to issue an oral contract and give the organization verbal approval to initiate the action based on the availability of funds approved by the budget official.
- e. Prepare an ASR and submit it to the Contracting Division by the close of the next business day, if an emergency procurement is approved. A written contract is required to be in place within two business days.

Contingency Plans

Requiring activities should consider the potential for emergencies during acquisition planning and during contract administration. For areas identified as prone to emergency situations, requiring activities should request the Contracting Division's assistance to develop an efficient and contractible solution in the event an emergency arises (e.g. submitting an ASR in advance with commitment of \$10K to be used for emergency repairs of dining facility equipment for the current fiscal year).

Caution

In the event that a Contracting Officer cannot be contacted or if the emergency involves saving a life or limb or may cause "serious" harm to the United States then the individual "after thoughtful consideration," may choose to effect the action. However, it should be noted that the appropriateness of the action and the decision to obligate the government under these circumstances depends on ratification of higher authorities and the individual may bear the risk for payment if it is determined that the action did not withstand scrutiny.

SECTION XII: UNAUTHORIZED COMMITMENTS

Guidance

Only Contracting Officers and duly appointed ordering officers, acting within the limitations of their authority, may obligate the Government for the delivery of products and services. All other Government personnel shall not take actions that will cause a contractor to deliver products or services OR to change an existing contract. Additionally, all DSCA requiring activities shall take positive action to preclude unauthorized commitments.

Definition

An unauthorized commitment means an agreement that is not binding because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government. Individuals who create unauthorized commitments may be held personally and financially responsible for paying the bill.

Examples

Some examples of unauthorized commitments include:

- The requiring activity (RA) orders new furniture before a contractual document is issued by a Contracting Officer or duly appointed ordering officer.
- The RA directs a contractor to deviate from the contract (e.g. a contractor is asked to interpret at a conference even though the contract was written for interpretation services for a resident course only).
- The RA activity needs an extra room at a hotel and adds it to the contract.
- The RA needs a product sooner, tells the contractor, the contractor sends the product via FEDEX and the price of the contract increases because he built ground, slow delivery into the price of the contract.
- The RA wrote a description for 10 single rooms with just a bed and private bath. The RA gets to the location and utilizes 5 rooms as ordered and 5 rooms with TVs. The TV rooms cost more. The invoice is greater than the contract.
- A task order is issued for 150 lunches on CLIN 1002 at \$10 each and 150 dinners on CLIN 1003 for \$15 each. During performance, the RA learns that they need 20 more dinners because of a special event and 20 students aren't eating lunch on day 5 of the program. The RA doesn't request a change. The contractor invoices for 130 lunches and 170 dinners. The price has increased.

Procedures

Upon discovery of an action involving an unauthorized commitment, the individual shall stop the task as soon as practicable, inform their leadership, contact RM and the Contracting Division for immediate assistance and immediately refer to the Request for Ratification of Unauthorized Commitment. (See Attachment 10 for Request for Ratification of Unauthorized Commitment.)

SECTION XIII: SERVICE CONTRACTS

Instructions to Contractors

Prior to commencement, the COR must ensure that the contractor is instructed as to:

- a. Authority, responsibilities and limitations of the COR.
- b. Clear understanding of the contract terms and conditions.
- c. Applicable security requirements.
- d. Applicable value engineering provisions.
- e. Clear understanding of inspection, acceptance, and invoicing procedures.

The above can be accomplished by the Contracting Officer/COR by arranging a post-award conference with all interested parties.

Contractor Inspection Records

The contractor is required by the contract clause, "Inspection of ... depending on what type of contract (e.g. FAR 52.246-4, "Inspection of Services-Fixed-Price".) to provide and maintain an inspection system acceptable to the Government covering the services to be performed under the contract. The "Inspection of Services-Fixed Price" clause further requires the contractor to keep complete records of contractor-performed inspections and to make such records available to the Government during the term of the contract. As a minimum, the contractor's records must indicate the nature of the observations, the number of observations made, and the number and type of deficiencies found. The inspection records must also indicate the acceptability of the services and actions taken to correct deficiencies. The COR must ensure that the contractor complies with this contract requirement. FAR 52.212-4(a), "Inspection/Acceptance", addresses inspection issues related to contracts for commercial items.

COR Suspense System

The COR must establish a suspense system to advise the Contracting Officer of the contractor's failure to complete performance or delivery in accordance with the contract schedule. COR reporting of contractor failures should not wait for the monthly report.

Notifications to Contracting Officer

When performance issues arise, the COR must promptly inform the Contracting Officer of the following:

- a. The exact date the contractor began performance.

b. Incidents of unsatisfactory performance by the contractor, specifying the applicable paragraph of the contract which has been violated by the contractor and the circumstances surrounding the violation with names, dates and places.

c. Delays in the contractor's progress due to the fault of the Government and a recommendation to the Contracting Officer regarding any extensions of the contract completion date.

d. Any discrepancy between actual conditions and those represented in the contract provisions, specifications or drawings.

Correction of Deficiencies

The contract clause entitled, "Inspection of ... (depending on the contract) specifies inspection rights of the Government and provides remedies if the contractor's work does not conform with the requirements of the contract. If the contractor services are not in conformity with the contract requirements, the COR may request the contractor to correct the deficiencies noted so that performance will comply with the requirements of the contract, at no additional increase in total contract amount. If these services are of such a nature that the defect cannot be corrected by reperformance, the COR may advise the contractor to take necessary action to ensure that future performance of services conform with the requirements of the contract. In addition, the COR must promptly advise the Contracting Officer so that the contract price can be reduced to reflect the reduced value of the services performed. If the contractor fails to promptly perform the services again, or to take necessary action to ensure future performance of the services in conformity with the requirements of the contract, the Government, through the Contracting Officer, has the right either to:

a. Have the services performed by contract or otherwise in conformity with the contract requirements, charging the contractor any costs occasioned to the Government which are directly related to the performance of such services, or

b. Terminate the contract for default/cause as provided in the contract clause FAR 52.249-8, "Default (Fixed-Price Supply and Service)" for FAR 52.212-4(m), "Termination for Cause".

Contractual Rights of the Government

It may be in the best interest of the Government not to reject the non-conforming materials or services because of:

a. The urgency of the need for the services and the period of time required to obtain them from other sources, as compared with the time delivery could be obtained from the delinquent contractor;

b. The availability of the services from other sources;

c. Any other pertinent facts and circumstances.

If it is desired to accept work which essentially meets the needs of the Government but does not conform to the requirements of the contract, the COR must furnish the Contracting Officer recommendations to accept the work together with findings of all points in which the work fails to meet contract requirements and an estimate of the time required for the contractor to complete performance. The Contracting Officer may extend the contract completion date by formal modification to allow the contractor to correct deficient work.

Value Engineering Change Proposals (VECP)

The COR should encourage the contractor to submit VE Change Proposals to the Contracting Officer for processing. These proposals are provided by the contractor if they see processes that can improve performance and cost.

SECTION XIV: PRE-PERFORMANCE MEETINGS

Purpose

Before commencement of contract performance, all parties shall have a clear understanding of the scope of the contract, the technical requirements, and the rights and obligations of all parties involved. A pre-performance meeting usually fulfills this requirement. (See Attachment 11 for Sample Pre-performance Meeting Agenda.)

Guidance

A pre-performance meeting is strongly encouraged for each contract awarded for a total of \$150,000.00 or more. The COR shall schedule this conference and may also conduct the conference for the Contracting Officer. A memorandum of the pre-performance meeting shall be prepared and a copy shall be placed in the official contract file and the COR file.

SECTION XV: SURVEILLANCE PLANS

Objective

The Quality Assurance Surveillance Plan (QASP) is a document that provides a systematic, structured process for the Government to evaluate services that contractors are required to furnish. The QASP serves as a mechanism to assess and assure contract compliance and details how and when the Government will observe, test/sample, evaluate, and document contractor performance. The QASP should be prepared by the COR in conjunction with the preparation of the performance work statement. Not every contract, delivery order or task order requires a QASP. However, a surveillance plan is mandatory for Time and Material contracts because such contracts provide no positive profit incentive to the contractor for cost control or labor efficiency. (See FAR 16.6(c)(1)). The following is offered when a surveillance plan is needed:

The objective of contract surveillance is to monitor contractor performance to assure the services received are (1) timely, and (2) consistent with contract quality requirements. To be effective, contract surveillance requires appropriate and immediate monitoring of the services being performed. Monitoring should include periodic verification and analysis of the services performed. The effectiveness of contract surveillance depends on keeping the Contracting Officer timely informed of deviations from the contractual requirements. (OFPP Pamphlet 4, Chapter 4, The Surveillance Plan). The objective of surveillance is to determine if and when to intercede and terminate a contract, take other appropriate corrective actions, and if and when to exercise contractual options.

Surveillance plans should contain the sampling guides and activity checklists to monitor required services essential to contractor performance. The plan's objective should be to ensure adequate and timely performance of the service rather than how the services are accomplished.

The surveillance plan is provided to the contractor during the solicitation phase and attached by the Contracting Officer to the COR appointment letter and made a part thereof. The surveillance procedures shall be discussed at a post-award orientation conference, or otherwise, with all parties concerned to assure uniform understanding and the file documented accordingly (FAR 42.5).

Note: The Surveillance Plan is shared with the contractor.

Composition and Method

The plan should be developed by the initiating/requiring activity in conjunction with the performance work statement, and tailored to meet specific contract requirements and operating conditions.

As a minimum, the following elements and method of accomplishment are suggested to be incorporated in the surveillance plan:

a. Provide a schedule for periodic on-site inspections, floor checks, and audits of contractor's billings to ensure costs being charged to the contract are legitimate and reasonable.

METHOD - Set forth the frequency (once a week, monthly, etc.) an inspection will be made.

b. Set forth what will be checked during an inspection, how it will be checked, and whether random samples or 100% inspection will be performed.

METHOD - Once every month an inspection of technical bulletin revisions will be made to determine quality of work and progress toward completion. The revisions will be read for quality and accuracy. Random sampling will be done as work progresses. Near contract completion a 100% inspection will be done.

c. Describe the method that will be used for checking cost type contract invoices to assure that only those labor categories used for the performance of a task or project are invoiced to the Government. Describe how material or products will be delivered and accepted under a cost or fixed price type contract.

METHOD - Set forth the frequency that time cards and payroll records will be inspected. Set forth a specific policy for delivery and acceptance procedures.

d. Determine how you will assure the Contracting Officer that the prime contractor has obtained adequate competition when acquiring materials for cost type contracts.

METHOD - State in the surveillance plan that contractor's acquisition of materials by competition will be checked for charges over a reasonable amount of money (state the amount you feel will be reasonable).

e. Determine how you will assure that progress payments do not exceed the quality and quantity of work completed and payment is made in accordance with the progress payment clause.

METHOD - State that before approval for a progress payment is given by the Contracting Officer you will make an inspection to determine if the quantity and quality of work is in accordance with the contract requirements, and the work completed to date justifies the amount of payment to be made.

Types of Inspection

Increased surveillance should be made when the Contractor begins to experience problems or difficulties in performance, financial strength, management, quality assurance, or its accounting system. Because the surveillance plan is a tool to be used by the Government, it can be modified at any time it is determined to be necessary. Keeping the Contracting Officer informed is mandatory for the successful completion of a contract.

In monitoring the contractor or in-house work force's performance, various inspection methods can be used. The following is a brief description of the most common and the considerations for their use:

a. Random sampling - This is the preferred surveillance method because it provides a non-biased, comprehensive evaluation of the contractor's performance with an efficient utilization of limited inspector personnel. The Government inspection personnel need only make relatively few observations from which they can project the quality of the entire lot. The contractor does not know which service output will be observed; consequently, all must be done correctly, and the Government Inspector is prevented from biasing the sample by his own judgment. The advantage is that the results can be projected to the lot, without inspecting the entire lot.

b. Planned sampling - This type of sampling is normally used to check the contractor's quality control system to ensure the contractor's inspection system is capable of meeting the Government's quality requirements. Because defects found as the result of planned sampling cannot be considered statistically valid for purposes of evaluating the entire work lot, monetary deductions for other than satisfactory performance are limited to only the work specifically found defective. For this reason, planned sampling should not be used as the only method of surveillance. When planned sampling is used, work process outputs are selected in accordance with subjective criteria established in the surveillance plan. These criteria should be documented and applied consistently throughout the observation period and from one period to the next. Surveillance consistency enables the inspector to detect trends in performance and requires less inspector retraining time and document/report revisions. The advantages to this method are that Government inspectors can focus their attention on known problem areas and the contractor or in-house work force has a greater incentive to improve those deficient areas that they know will be observed. The disadvantage is that because the observations are not selected randomly, comparisons of quality cannot be made between the sampled outputs and the lot.

c. 100 percent inspection - As the name implies, all outputs in the designated lot would be observed by the Inspector. For example, with a service requirement for required reports, all reports listed in the lot would be examined for acceptance.

d. Customer complaints. Outputs observed are not selected by the inspector, but are based on written or telephonic complaints made by customers. Once received, the Inspector will investigate the complaint and, if validated, it will be annotated as a deficiency against the contractor.

Documentation

Each inspection made by Government inspectors must be scheduled, documented, and filed for further reference, audit, and proof of inspection. Other interactions between Government inspectors and the contractor (for example, customer complaints, unsatisfactory contract performance, equipment breakdown, and meetings) should also be documented and filed. This documentation could be in the form of a contract discrepancy report, minutes of meetings, annotations on tally checklists, correspondence, and so forth.

Further guidance on these surveillance tools is set forth in Office of Federal Procurement Policy (OFPP) Pamphlet 4, Chapter 4, The Surveillance Plan. (See Attachment 12a for Sample Time and Material Contract Surveillance Plan and Attachment 12b for Sample Quality Assurance Surveillance Plan.)

SECTION XVI: PURCHASE REQUESTS

Policy

The DD Form 1262, Administrative Service Request (ASR) shall be used for the procurement of all items or services required to support the Defense Security Cooperation Agency's mission. This section provides standardized guidance on the completion of an ASR). (See Attachment 13 for Instructions on Completing the ASR.)

Purpose

The ASR initiates an official procurement action and can be scrutinized by all interested officials in advance of actual purchase negotiations. The ASR is the only medium on which the finance and accounting officer can indicate approval as to the availability of funds and correctness of the accounting classification. The ASR is also the means by which funds are certified as committed and available.

Content

The completed ASR must be accompanied by a Purchase Request Checklist (PR Checklist) and any other associated documents that may be applicable based on the nature and magnitude of the acquisition. (See Attachment 14 for Sample Purchase Request Checklist.)

When is an ASR Required?

An ASR and associated PR Checklist shall be completed as soon as practical after the requiring activity identifies a contractual requirement. An ASR must also be amended when there is a change to a contracted requirement (i.e. line of accounting, quantities, period of performance, exercise of options, etc.).

Who is Responsible for the ASR?

The ASR should be initiated by the COR; someone who is knowledgeable of the requirement. The initiator is responsible for filling out all of the relevant information on the ASR, providing the necessary back-up documentation and answering questions about the requirement. The Approving Official is responsible for validating the requirement as well as the accuracy and quality of the information contained on the ASR and its supporting documentation. The Approving Official must have a valid DD 577 signature card on file with the Resource Management office.

Routing and Distribution

Once the initiator of the ASR has completed the form and assembled the procurement package, he/she shall sign and attach the PR Checklist. The ASR and PR Checklist shall be routed to the Approving Official for signature. Upon receipt of the Approving Official's signature, the package shall be forwarded to the Supply Coordinator (as

applicable) to assign the document number in Block 15 and sign in Block 37. Upon receipt of the Supply Coordinator's signature, the package is forwarded to the Fiscal Officer where an accounting classification/fund cite is provided on the ASR and signed in Block 38. Once this is complete, the Budget Analyst will make two copies of the documentation. The original with all the signatures shall be forwarded to the Contracting Officer. The Budget Analyst will retain a copy and the other copy shall be forwarded to the initiator.

SECTION XVII: CONTRACT MODIFICATIONS

Contract Modifications

Changes in the Government's needs often result in modifications to contracts in progress. Modifications include any written alteration in the specification, delivery point, rate of delivery, contract period, price, quantity, or other contract provisions, whether accomplished by unilateral action in accordance with a contract provision or by mutual action of the parties to the contract. This could also include administrative changes, which are unilateral changes, in writing, that do not affect the substantive rights of the parties (e.g., a change in the Paying Office or appropriation data).

Authority for Contract Changes

Authority is most often contained in the Changes clause of the contract. To understand what may be changed based upon contract type, see the clauses at FAR 52.212-4 or FAR 52.243-1 through 52.243-5. The Contracting Officer has exclusive authority for making changes. Other personnel may not ask the contractor to perform or commit the Government to pay for work not required by the contract. Such actions often create unnecessary disputes. Moreover, the Contracting Officer may not be able to honor the commitments because of funding, planning, or other restrictions.

Unilateral vs. Bilateral

Unilateral changes or change orders are one-sided changes made by the Contracting Officer without consent from the contractor and obligate him to perform the directed changes. For a bilateral or two-sided modification, consent and agreement of both parties is required. For commercial items under FAR 52.212-4, changes in the terms and conditions are made only by written agreement of both parties. In all cases the changes to the contract must be within the scope of the contract which means that the work was contemplated by both parties when they entered into the contract. New work cannot be accomplished by modification unless under certain conditions and a justification and approval (J&A) or similar document is signed. As a result of a modification, either the Government or the contractor may be entitled to an equitable adjustment in price and/or the delivery schedule.

Other Ways to Change the Contract

Under certain circumstances, such as discovery of unanticipated physical conditions of the work site, delays caused by the Government, or changes in the Government's requirements, a contract modification may be necessary. As soon as this occurs, the COR should immediately notify the Contracting Officer and begin action to request a contract modification.

Request for Extension of Contract

Normally, an important factor in contract performance is completion of the work on time. The COR is responsible for evaluating and monitoring the progress and timely

completion of the contract. If a time extension is to be granted, in the absence of a situation in which the Government itself has caused the delay, it must be determined to be in the best interest of the Government. The request for extension should include the time for completing all elements of work. For example, an extension of time for preparing reports should include the time necessary for review, time for evaluating comments, editing, rewriting, printing, and distribution. If a contract cannot be fully completed by its completion date, the COR should notify the Contracting Officer, in writing, at least 30 days prior to the scheduled completion date. The COR notice will include the items of work requiring performance, the estimated time for completion, and reasons for the extension and recommendation of equitable adjustments in exchange for additional time. When a time extension is granted, the Government will receive some form of consideration or equitable adjustment.

Requesting a Contract Change

If the proposed change will not affect the contract cost, the COR may send a memorandum to the Contracting Officer for approval describing the change and stating that there will be no change in contract price or cost. The Contracting Officer will then obtain written confirmation from the contractor. Requests for modifications that entail an increase in funding must be detailed on a funding document, and include an Independent Government Estimate (IGE) and a statement of impact on the terms of the basic contract to facilitate the Contracting Officer's negotiation of the modification. (See DSCA's IGE Guide for further guidance in preparing IGEs.) All CORs should note that encouraging a contractor to continue work in the absence of funds may result in a violation of financial management statutes and may subject the COR to criminal penalties.

Monitoring Contractor's Performance

In monitoring a contractor's performance, the COR should make every effort to prevent overrun situations. When this is impossible, requests for increases in contract amount, because of overruns, must be supported with a full disclosure of the facts, so that an equitable decision may be made on allowability. These facts will include, as appropriate:

- a. Reasons for the overrun;
- b. Formal or informal direction (if any) by the COR relating to the overrun;
- c. Adequacy of the contractor's cost controls;
- d. Timeliness of the requests;
- e. Dates the report drafts and other materials, if any, were submitted and approved; and
- f. Dates the final proposal and other materials were completed and distributed.

A request to modify the contract along with a funded requisition and description of the changes required must be prepared for any overrun determined to be allowable and submitted to the Contracting Officer.

SECTION XVIII: OPTIONS

General

Contract options are time sensitive features of a contract. The COR must proactively monitor the timelines associated with options to ensure all options are exercised in accordance with the contract terms and conditions.

Option Clauses

Under the terms of contract clause 52.217-8, "Option to Extend Services" and 52.217-9, "Option to Extend the Term of the Contract," the Government has the option to renew a contract for additional periods of time.

Determination to Support the Exercise of Options

Before exercising a contract option, the Contracting Officer must determine the requirements identified in FAR 17.207, Exercise of Options, are met. One of these requirements is determining the option is the most advantageous method of fulfilling the Government's need, price and other factors considered. To assist the Contracting Officer in making the determination to exercise the option, the COR must assist in performing an informal analysis and/or a market survey of prices for the product or service included in the option. The COR's input should indicate the type of analysis/market survey conducted and the results of the analysis (i.e., the option prices are equal to or better than those currently available in the open market) and a statement of whether the contract prices are still the most advantageous offer. (See Attachment 15 for Sample Request to Exercise Contract Option.)

Advance Notification to Contractor

When exercising an option, the Contracting Officer must provide written notice to the contractor within the time period specified in the contract. DSCA contracts generally require 60-days advance notice to the contractor of the Government's intent to exercise an option. If the Contracting Officer does not receive the COR's request to exercise the option prior to this 60-day notification period, the Government forfeits its unilateral right to exercise the option. The options must now be exercised by mutual agreement of both parties. This means the contractor would be within his/her right to request an increase to the price or otherwise refuse further performance under the option period. To preserve the Government's unilateral right to exercise the option, it is imperative that the COR provides the necessary information to the Contracting Officer in time to allow proper execution of all options.

Exercise of Options

The COR must forward the ASR (DD 1262) and associated documents to the Contracting Officer before the option can be exercised by contract modification on a bilateral or unilateral basis.

SECTION XIX: ACCEPTANCE OF WORK AND RECEIVING REPORTS

Acceptance of Work

Acceptance of work is the act of an authorized representative (i.e., COR or technical POC as stated in the contract) of the Government by which the Government, for itself or as an agent of another (1) assumes ownership of existing identified products tendered or (2) approves specific services rendered as partial or complete performance of a contract. Per FAR 46.101, acceptance of the products or services is the responsibility of the Contracting Officer. At DSCA, this authority is delegated to CORs and technical POCs via an appointment letter and/or via a statement in the contract. Per FAR 46.502, acceptance constitutes acknowledgement that the products or services conform to applicable contract quality and quantity requirements. Neither products nor services are ordinarily accepted before completion of the contract and before completion of Government quality assurance actions. At DSCA, acceptance is evidenced by a receiving report.

Receiving Reports

Per FAR 32.905, all payments must be supported by a receiving report. (See Attachment 16 for Instructions for Completing Receiving Reports.) The following documents are authorized for use as receiving reports and authorization for payment:

- a. SF Form 1449 (Solicitation/Contract/Order for Commercial Items)
- b. DD Form 1155 (Order for Supplies or Services/Request for Quotation)
- c. DD Form 250 (Material Inspection and Receiving Report)
- d. Certified Invoice

By the 5th working day after Government acceptance or approval of the products or services, the COR shall complete the receiving report and retain it until he/she receives a “proper” invoice as defined in the Invoice and Payments section of this Guide. The COR must crosscheck invoices and receiving reports with the contract to ensure the items being invoiced and documented as received and accepted are in accordance with the contract terms and conditions (i.e., contract line item details, periods of performance, etc.). Once the COR has a completed receiving report and a proper invoice, the COR shall forward the documents to the Paying Office designated in the contract (i.e., either the Defense Finance and Accounting Service (DFAS) or the contracting office for payment by an authorized credit card paying official). Please refer to the Invoice and Payments section of this Guide for detailed instructions on the distribution of receiving reports.

It is essential that all receiving reports are completed expeditiously. Delays may result in interest charges, which can be costly and are charged to DSCA funds.

Wide Area Workflow (WAWF) Receiving Reports

As with paper receiving reports, the WAWF receiving report must be prepared and distributed properly in accordance with the DFARS, Appendix F. The contract should contain all the information necessary to complete the receiving report.

Wide Area Workflow – Receipt and Acceptance (WAWF/WAWF-RA)

WAWF is a Department of Defense (DoD) paperless contracting application designed to eliminate paper from the invoicing, and receipt and acceptance process of the DoD contracting lifecycle. Further information on WAWF may be obtained by going to the WAWF website at <https://wawf.eb.mil>. WAWF can be used to electronically create and submit a number of payment documents processed by the Government. The following documents may be created in WAWF:

- (i) Stand Alone Invoice (See FAR 32.905, FAR 52.232-25).
- (ii) Fast Pay Invoice (See FAR 13.4, FAR 52.213-1).
- (iii) Invoice 2-in-1 (See FAR 32.905, FAR 52.232-25).
- (iv) Commercial Item Financing (See FAR 32.202-1(b), FAR 52.232-29/30).
- (v) Performance Based Payment (See FAR 32.1003, FAR 52.232-32).
- (vi) Progress Payment (See FAR 32.5, FAR 52.232-16).
- (vii) Stand Alone Receiving Report (See DFARS Appendix F, DFARS 252.246-7000).
- (viii) Invoice and Receiving Report (Combo) (See FAR 32.905, DFARS Appendix F, DFARS 252.246-7000).
- (ix) Cost Voucher (See FAR 16.3, FAR 52.216-7, -8 and -10, FAR 21.111, FAR 52.232-7).
- (x) Miscellaneous Payment (See DFARS 213.270).
- (xi) Grant and Cooperative Agreement Voucher (See DoD 3210.6-R).

WAWF Resources for CORs and Contractors

CORs and contractors may find the following links to be sources of helpful information for WAWF:

- (i) WAWF Web-Based Training (WBT) at <http://www.wawftraining.com>. Individuals can access this site to learn how to use WAWF via self-paced online training.

(ii) WAWF Vendor Classroom Training registration at <http://www.dfas.mil/contractorpay/electroniccommerce.html>. Individuals can access this site to register for upcoming WAWF classroom training provided by DFAS.

(iii) WAWF Training Practice at <https://wawftraining.eb.mil>. Individuals can access this site to practice using the WAWF application.

SECTION XX: INVOICES AND PAYMENTS

In accordance with FAR 52.232-1, "Payments" and FAR 52.212-4(i), "Payments", the contractor is entitled to payments for services rendered and accepted. The COR appointment letter sets forth the CORs responsibilities regarding payment procedures.

Types of Payment Under Government Contracts

There are several noncommercial item financing methods available to the Government to include private financing, guaranteed loans and small business loans, progress payments, and advance payments. Private financing is the most preferred contract financing method, while advance payments are least preferred and require special approval. Partial payments may also be utilized as a method of payment.

Financing methods available for commercial items (CIs) include commercial advance payment, commercial interim payment, and delivery payment (which includes partial payments). It is the contractor's responsibility normally to finance CIs. However, after conducting market research, in some markets it can be found that the provision of financing by the buyer is a commercial practice.

Payment method is subject to negotiation and/or as the result of market research and is ultimately up to the discretion of the KO after thorough consideration has been given to factors such as contract complexity, duration, risk, business size and that which is in the best interests of the Government.

Prompt Payment Act

The Prompt Payment Act of 1998, section 3903, title 31, United States Code (31 U.S.C. 3903), requires agencies to make payment no later than 30 days after an invoice is received or by the payment date established in the contract. The Prompt Payment Act also requires an agency to make payment no earlier than 7 days before the required payment date or earlier as determined by the agency on a case-by-case basis. The payment due date is typically 30 days after receipt of a proper invoice, or acceptance of goods and services, whichever is later. If discount terms are favorable to the Government, processing of the invoice should be expedited so that the discount can be taken. When appropriate action is not taken and invoices are not forwarded to the payment office promptly, any resultant interest payments will accrue to the funding organization. Late invoice payments are automatically subject to interest penalty payments under this Act.

Instructions for Processing Manual Invoices

The procedures for processing manual invoices are as follows:

- a. Upon receipt of a vendor invoice, the COR shall date stamp the invoice to establish the date of receipt for prompt payment purposes. The invoice stamp must include the following information:

- (i) the word “RECEIVED”,
- (ii) the actual date the invoice was received,
- (iii) the agency name (DSCA or GCMC), and
- (iv) the COR’s signature.

b. The invoice shall be reviewed to ensure it contains the required information constituting a proper invoice. Per FAR 32.905, payments are based on receipt of a proper invoice from the contractor and satisfactory contract performance. A proper invoice must be transmitted by means allowed under the contract and shall include the following items:

- (i) Name and address of the contractor.
- (ii) Invoice date and invoice number. (Contractors should date invoices as close as possible to the date of mailing or transmission.)
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms if included in the contract (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of contractor official to whom payment is to be sent. (This information must be that same as it appears in the contract or a proper notice of assignment.)
- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) Taxpayer Identification Number (TIN), if not previously recorded in the Central Contractors Registration database.
- (ix) Electronic funds transfer (EFT) banking information, if required by the contract.
- (x) Any other information or documentation required by the contract.

c. If the invoice is proper, the vendor invoice and associated receiving report shall be forwarded as outlined below to the payment office designated in the contract, with a copy to the appropriate DSCA/GCMC budget official as required by local procedures.

Documents associated with contracts paid using the Government Purchase Cards shall be e-mailed to the contracting office for payment.

(i) **For CONUS contracts**, the COR shall scan the invoice and receiving report and e-mail the documents to the DSCA contracting representative and each of the DFAS points of contact below:

- For Foreign Military Sales (FMS) contracts (e-mail all POCs below):
 - alice.tolbert@dfas.mil
 - kimberly.zeider@dfas.mil
 - marie.gray@dfas.mil
- For DoD contracts:
 - roger.stanley@dfas.mil

Upon receipt of the documents, DFAS will reply with receipt confirmation. Once the documents are e-mailed to the individuals above, the COR must also FAX a copy of the entire document to the appropriate DFAS division below:

- For FMS contracts:
 - 317-510-7278
- For DoD contracts:
 - 1-877-869-6304

(ii) **For OCONUS contracts**,

- DFAS Indianapolis payments shall be e-mailed to dgk-vpin-invoice@dfas.mil.
- DFAS Lawton payments shall be e-mailed to dgk-vplw-invoice@dfas.mil.

For a reply confirmation from DFAS, please copy the DFAS Customer Service Vendor Pay address at dgk-vendorpay@dfas.mil. The submission e-mail addresses to DFAS Indianapolis or DFAS Lawton will not reply with confirmation. Please note that DFAS's system will not accept e-mail files larger than 5MB. Documents may also be faxed to DFAS Indianapolis at DSN 483-6068 or DFAS Lawton at DSN 483-6362.

d. If the invoice is improper (and partial payment is not appropriate), the COR shall return the invoice to the contractor within 7 days after receipt, with written notice of the reasons why it is not a proper invoice. If such notice is not timely, then the due date for the purpose of determining an interest penalty will be adjusted for each day of delay. When appropriate action is not taken and invoices are not forwarded to the payment office promptly, any resultant interest payments will accrue to the funding organization.

e. If the invoice is improper (yet, partial payment is appropriate), the COR shall provide written notice of the apparent error or defect to the contractor within 7 days after receipt of the invoice. The COR shall indicate the exception on the receiving

report, approve the reduced amount for payment, and scan and e-mail the invoice and associated receiving report to the designated payment office as noted above.

f. If the invoice is incorrect due to deficiencies in performance which can not be rectified through coordination with the contractor or subject to assessment of deductions, the COR shall provide written notice of rejection to the contractor within 7 days after receipt of the invoice and forward a copy of the invoice together with the COR's inspection findings relative to delayed, defective, or unacceptable work or contractor performance to the KO for action.

g. The invoice or receiving report must be PRINTED or typed except the signature(s). If a receiving report separate from the invoice is used to document the Government's receipt/acceptance of goods/services, the receiving report must include the contract number, delivery order number, or purchase order number and the contractor's invoice number for identification should the documents become separated.

Electronic Data Access (EDA) for Contract Documents

All contract actions awarded by a DSCA contracting office are essentially automatically uploaded into EDA upon release by the Procurement Desktop Defense (PD2) contract writing system. EDA is an online document access system designed to provide acquisition related information for use by all of the Department of Defense. Unfortunately, there are times when the automatic interface between PD2 and EDA fails. In those cases, the Contracting Officer must forward the missing documents to DFAS for manual upload into EDA. It is prudent for the COR to check EDA before forwarding payment requests to DFAS to ensure the associated contract documents are present. DFAS will not process payments for any contracts that do not appear in EDA. CORs can register on the Electronic Data Access (EDA) website at <http://eda.ogden.disa.mil/> to allow on-line viewing of contracts. When completing Block 13 of the EDA application, CORs should request viewing rights for contracts awarded using authorized Activity Codes such as HQ0013, HQ0236 and W912PE as applicable.

Electronic Submission of Payment Requests

DFAS has several electronic invoice submission tools that are available to contractors and vendors; including Wide Area Workflow – Receipt and Acceptance (WAWF/WAWF-RA) and Electronic Data Interchange (EDI). The FAR designates WAWF-RA as the accepted electronic form for submission of payment requests and receiving reports; however, Electronic Data Interchange (EDI) still have limited use for certain payment types.

My Invoice

My invoice is an updated version of the previous Vendor Pay Inquiry System (VPIS). Payment information can be viewed on the web to research status of a recently submitted invoice, determine when payment will be issued, and obtain payment

information. E-mail is monitored daily to answer inquiries and/or concerns regarding payments. (See <https://myinvoice.csd.disa.mil/index.html>.)

SECTION XXI: AVOIDING PERSONAL SERVICES PROBLEMS

As we are all well aware, the emphasis upon downsizing the Government has led to an increase in the use of service contractors to support mission requirements. In this regard, it is of the utmost importance that Government personnel avoid violating the express prohibition against "personal services" contracts.

In order to avoid a personal services contract it is necessary to be able to recognize one. A personal services contract is a contract that, either by its express terms or as administered, makes contractor personnel appear to be Government employees. The Government is required to obtain its employees by direct hire under competitive appointment or other procedures established by the appropriate civil service laws. Obtaining personal services by contract, rather than by direct hire, circumvents these laws.

A personal services contract is characterized by the employer-employee relationship it creates between the Government and the contractor's personnel. Federal Acquisition Regulation (FAR) 37.104(c)(2) states that the key question in determining whether an employer-employee relationship is created between the Government and the contractor is: "Will the Government exercise relatively continuous supervision and control over the contractor personnel performing the contract?" Simply stated, although they may be working side-by-side, contractor employees cannot be supervised by Government personnel. An arms-length relationship must exist between the Government and its contractor employees. Additionally, contractor personnel cannot perform "inherently Governmental functions," that is, any functions which require the exercise of personal judgment and discretion on the part of a Government official. Work assignments and taskings must be issued by the Government's point of contact, usually the contracting officer or the contracting officers' representative, to the contractor's point of contact, not from a Government supervisor.

The FAR provides guidance to Contracting Officers with regard to avoiding personal services contracts. Foremost in that guidance is the requirement to obtain the review and opinion of legal counsel in doubtful cases. All employees, not only acquisition personnel, should seek advice from legal counsel when confronted with a situation they feel may be a violation of the prohibition against personal services.

Perhaps the contracted function that causes the most controversy is that of contractor employees performing clerical/administrative support services. Most often, the contractor performs these services on-site; using Government furnished facilities, equipment and supplies. As a result of the proximity of the parties and human nature, the arms-length relationship between Government personnel and the contractor is sometimes diminished to the point that contract performance is converted from non-personal to personal in nature. A contractor secretary, administrative clerk or key entry operator should not be given direction, receive assignments from or be supervised by Federal employees. The fact that the Government has limited resources is not a valid reason for using contractor personnel

to perform personal services or for Government officials to treat contractor personnel as Government employees.

The following are actual, real-life situations that have occurred within the Federal Government that have been determined to be violations of the prohibition against personal services. Please remember that the list is not intended to be all-inclusive, but rather merely representative of circumstances where a personal services relationship was created by the actions of the Government and contractor personnel:

- During a three-month period of time, the Government issued six hundred task orders to a support service contractor. This equates to one task order being issued every hour! Clearly, in this case, the Government was exercising continuous supervision and control over the contractor's employees. Hence a prohibited personal services relationship was created by the manner in which the Government administered the contract. Additionally, it is apparent that the Government misused the task ordering process established in the contract.
- A contract for what was purported to be stenographic reporting services was, in fact, a contract for secretarial work performed under Government supervision (in order to overcome a shortage of funds and personnel). The GAO determined that the contract as performed was for personal services and that the work should have been accomplished by Government personnel. Further, it was held that the Government could not make payment to the contractor for the unauthorized personal services performed under the contract. Accordingly, this situation also created the issue of whether the Government supervisor who ordered the work would be liable in his private capacity to pay the contractor for the (personal) services performed.
- A contractor secretary was required by a second-line Government supervisor to perform timekeeper duties for Government employees. This is a violation of the prohibition against personal services because the Government supervisor was exercising direction and control over the contractor's employee. Furthermore, the supervisor violated the Privacy Act by releasing protected personnel information to the contractor.
- At a Government test site, contractor personnel assisted in the testing of equipment. During a lull in the testing, the Government Test Director directed the contractor's employees to wash and wax the Government employees' POVs (figuring that the Government was paying for their time anyway). The Government supervisor created a personal services violation as well as contractual problems by directing the contractor to perform work outside the scope of the contract. His actions also created ethical and fiscal law problems because Government funds were improperly used to pay the contractor for cleaning privately owned vehicles.
- A PM requested a contractor to provide contract administration services, including issuing task orders and conducting negotiations on behalf of the Government. The contractor in this situation was being directed to perform inherently Governmental functions, that is, functions that require the exercise of discretion in applying Government authority, or the making of value judgments in making decisions for

the Government. Only Government employees can properly perform these functions, hence this work cannot be contracted out.

- A contractor was improperly directed by a PM to purchase ADP equipment for the Government. This equipment was intended for use by Government employees in the normal course of their work and was to be included as part of the organization's property inventory. This function is inherently Governmental in nature, cannot be contracted out and must be performed by Government employees. Furthermore, the PM's actions circumvented the FAR requirements regarding competition and the proper procedures applicable to the acquisition of ADP equipment.
- A PM appointed a contractor employee to act as his agent and take actions on behalf of the Government regarding business matters, including the commitment of funds. Again, this was a situation where the contractor was being directed to perform inherently Governmental functions that cannot be contracted out.

As a direct result of the increase in the use of support services contracts, many more contractor personnel are now integrated with and work among Federal personnel at Government work sites. In addition to the personal services issues discussed above, this situation causes potential ethical problems that we must recognize and strive to avoid. The overriding principle that must be remembered is that contractor employees are not Government employees and should not be treated as such. In this respect we must recognize that it is common for varying degrees of relationships to develop in the workplace, ranging from acquaintances, to good friends, to intimate relationships, to marriage. When such relationships develop between Government personnel and contractor employees, we must be careful to maintain proper ethical behavior in the workplace and avoid even the appearance of unethical or improper conduct.

The following examples are representative of improper situations that have occurred as a result of contractors in the workplace:

- Contractor personnel and their workspace were not clearly identified; hence Government employees did not know that they were not Federal employees.
- Contractor employees did not identify themselves as such when attending meetings or answering Government telephones. To prevent the improper disclosure of procurement sensitive or proprietary information, Government personnel should always request meeting participants to identify themselves at the beginning of the meeting and ensure that they know with whom they are speaking on the telephone or during VTCs.
- Contractor badges were not clearly distinguishable from Government badges.
- Contractors were allowed to bill the Government for time that the Commander administratively determined to be non-work hours (i.e., participating in Organizational Day festivities).

- A contractor was directed by the Government to plan and set up an organization's picnic and holiday party. The contractor then billed the Government both for the work done as well as for the period of time the contractor employees were in attendance at these functions. Under no circumstances should contractor personnel be directed to and/or be reimbursed for organizing such functions. Nevertheless, depending upon the circumstances, it may be appropriate for contractor employees to attend these types of functions. In these situations, it is imperative that the matter be discussed with the Contracting Officer and legal counsel to determine if contractor attendance is proper.
- Contractor employees were solicited for contributions to gifts for departing and retiring Army employees.
- Government personnel did not require contractor employees to sign non-disclosure statements (to protect procurement sensitive and proprietary information).

Remember, the situations outlined above are not all-inclusive. Government personnel, particularly supervisors and Contracting Officers' Representatives, must guard against the temptation to utilize contractor employees in a manner as if they were in the civil service and be vigilant in avoiding problems which can arise as a result of having contractors in the workplace. Everyone is responsible and accountable for ensuring, especially in the administration of support service contracts, that they exercise the utmost care to both avoid the violation of the prohibition against personal services and comply with all other applicable contractual, ethical, fiscal and legal requirements.

If you have any questions or require any additional information regarding this subject, please contact your supporting Contracting Officer who will involve the local legal office.

SECTION XXII: CONTRACTORS IN THE GOVERNMENT WORKPLACE

As Government functions are increasingly outsourced, making us more reliant on contractors, we must understand the advantages and limitations of using contractors, as well as the responsibilities associated with their use. Historically, contractors have successfully supported the U.S. Government during both war and peace, but who they really are and how they fit into an organization's operation is not always fully understood.

When properly used, contractors can assist Government managers in achieving their missions or enhancing their services. Contractors are managed through contracting channels based on the terms and conditions of the contract and the COR. Contractors are required to perform all tasks identified in the Performance Work Statement (PWS). However, contractors may not perform "inherently governmental functions." As a matter of policy, an "inherently governmental function" is one so intimately related to the public interest as to mandate performance by Government employees.

However, contractors may gather information or provide advice, opinions, recommendations, or ideas in these areas. They may develop draft policy and assist in planning and preparing budgets. In the contracting process, they may technically evaluate contract proposals, assist in developing PWSs, and serve as technical advisors to source selection boards. They may also participate as voting or nonvoting members of source evaluation boards. What they may not do is render a final decision. Nor will they supervise Government employees, make mission decisions, or represent the organization at policy decision group levels, particularly in financial matters.

To avoid any perception that a contractor is performing functions that are inherently governmental, Government managers should familiarize themselves with the Federal Acquisition Regulation and the relationship between Government personnel and contractors supporting their organization. Government and contractor personnel should also ensure that the work is related to a recognizable portion of the PWS.

When drafting service contracts, Government agencies will include a requirement that contractor personnel must identify themselves as contractors when attending meetings, answering Government telephones, or working in situations where their actions could be construed as official Government acts. The COR must ensure the contracted employee displays his or her name and the name of the company while in the work area, wears and displays a building pass at all times, and includes the company's name in his or her email display. When a Government manager wishes to send a contractor to any type of meeting where classified or sensitive unclassified material may be presented, the COR must provide-in writing or email-verification of the contractors' security clearance and/or need to know. Ultimately, the Government host who holds the classified or sensitive information is responsible for obtaining this information and ensuring those who will receive the information have the appropriate security clearance and need to know before they release the information.

As stated previously, contractors do not supervise Government employees, nor do Government managers have direct control over contractor employees. However, the greater the degree of reliance on contractors, the greater the need for Government oversight. Therefore, DSCA managers must ensure that there are a sufficient number of experienced and trained government personnel available to exercise effective oversight of their programs that use contractor personnel.

Contractor employees are not Government employees and, therefore, different rules often apply to contractor personnel. The following are highlights of key considerations we must make when dealing with contractor employees:

1. Parties and Other Unofficial Outings. These functions represent a subset of gifts, and therefore the gift rules apply. On occasion, Government personnel participate in activities outside the Government workplace. Especially during the holiday season, social gatherings are common. Whether for morale and welfare purposes or a simple social gathering, these unofficial endeavors can pose difficulties for contractor employees who may wish to participate. Parties, gift exchanges, and the like are often organized to celebrate the particular event or season. The gift rules apply to these situations as well. Pay particular attention to gift acceptance thresholds and the prohibition on solicitations of prohibited sources.

a. Parties, Open-Houses, and Receptions.

(i) Government personnel may attend social events sponsored by non-prohibited sources if no one is charged admission. (e.g., most holiday receptions and open-houses) (5 CFR 2625.204(h))

(ii) Widely Attending Gathering - The widely attended gathering exception allows Government personnel in their personal capacity to accept free attendance at an event that meets the criteria set out in 5 CFR 2635.204(g). Widely attended gatherings must be open to a wide audience or represent a range of persons interested in the subject matter. Free attendance is a personal gift to Government personnel and therefore must occur on their own time.

(iii) Government personnel may attend events in which the per capita cost is \$20 or less (and the individual has not exceeded the \$50 limit on gifts from that source for that calendar year.)

b. Parties and Gift Exchanges That Include Contractor Personnel:

(i) Gifts from contractors or their employees, even during the holidays, may not exceed \$20, unless another exception applies. (5 CFR 2635.202)

(ii) Contributions to cover the cost of the event: Contractor personnel may pay their share of the fee to cover the actual cost of refreshments or may bring food to share if others are doing the same. These are not considered gifts, but rather the cost of their share of an unofficial office function or lunch.

(iii) Gifts to contractor employees: Check with the contractor, since many contractors have codes of ethics that limit the acceptance of gifts.

Example: The office is celebrating the marriage of one of the Government employees during the non-duty lunch hour or after work. Each person attending has been asked to pay \$10 to cover refreshments and to bring an entrée or dessert. The contractor employee may attend, pay \$10, and bring food because these contributions are not considered to be gifts, but a fair share contribution to the refreshments.

2. Time Management. The contract and contractor supervisor control the time management of the contractor employees. Government personnel may not circumvent the contractor supervisor. Time billed to the Government must be in furtherance of and in performance of the contract. Government personnel may not ask contractor employees to work outside the scope of their contract. For example, the Government may not:

a. Authorize compensatory time for contractor employees.

b. Invite contractor employees away from their assigned workplace or otherwise authorize contractor employees to attend activities unrelated to the performance of their contract. (Examples include sports days, team-building exercises, retirement ceremonies, and office social events.)

c. Grant an early release to a contractor employee. (For example, the agency may not grant “59 minute” early release to contractor employees.)

d. Unless authorized in the contract, ask for help to set up an office or command event.

d. Ask contractor employees to volunteer time to help set up an office or command event.

Therefore, a contractor employee must obtain permission from the contractor supervisor to participate in a Government office outing during official hours. Since the contractor employee’s participation is not in furtherance of contract requirements, the contractor must determine whether to pay its employees for that time even though the Government will not reimburse it.

Example: What about an office party that cuts into duty hours? The Government usually may not reimburse a contractor for its employees’ activities that are not included in the contract. The contractor has to decide whether to let its employees attend and whether it would pay its employees for that time, even though the Government would not reimburse it, or insist that they continue to work. The contractor does not have to pay its employees for that time. Consult the contracting officer and ethics counselor before inviting contractor employees to a function during their duty hours.

3. Awards. Recognition of a contractor employee may only take the form of honorary awards of little intrinsic value such as certificates. Before deciding to give a presentation, award, or recognition to a contractor employee, check with the

Contracting Officer, since any recognition may be used against the Government in a dispute involving contract performance.

4. Training. Government personnel may not independently require or grant contractor employees the time to attend training. Remember that the contractor supervisor is responsible for time management, and that time away from the workplace puts the contractor at a disadvantage, and may impair the contractor's ability to meet contract obligations or delivery dates. The Government may provide training to contractor employees if the contract requires it. If the Government and contractor supervisor agree that contractor employee attendance at training is appropriate, and it does not otherwise create a conflict or give the appearance of favoring a contractor, then the Government must determine whether the training is a necessary and reasonable expense under its appropriation.

5. Confusion of Identity. As previously stated, due to the different roles, responsibilities, authority, and restrictions, it is necessary that the identities of Federal personnel and contractor personnel be apparent. FAR 37.114(c) provides:

“All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.”

6. Gifts. The Government gift rules fall into two categories: gifts from outside sources and gifts between employees. Contractor employees are not Government personnel. Consequently, gifts from them to a Government employee constitute gifts from outside sources, not gifts between employees.

a. General Rule. Unless an exception applies, DoD personnel shall not, directly or indirectly, solicit or accept a gift from a DoD prohibited source (All DoD contractors and their employees are prohibited sources) or given because of the employee's official position. Some items are excluded from the definition of a gift, so they may be accepted. The most relevant exclusions are modest food and refreshments, greeting cards, and anything for which market value is paid by the Government employee. If the item is not excluded, then Government personnel may accept a gift only if it fits an exception.

b. \$20/\$50 exception. The most common exception is the \$20/\$50 rule. Government personnel may accept unsolicited gifts if they are not cash and are valued at or under \$20 per source, per occasion. The aggregate limit from a single source is \$50 per calendar year. The \$50 maximum applies to the contractor and aggregates all gifts from individual contractor employees who are employed by that contractor. Consequently, a Government employee or member could not accept three \$20 lunches from three different contractor employees during the year if the three worked for the same contractor at the time of the gifts.

c. Personal relationship exception. Another exception permits Government personnel to accept gifts clearly motivated by personal friendship. When using this exception, it must be clear that the motivation for giving the gift is a family or personal relationship, and that the contractor employee, not the contractor, is paying for the gift. In practice, if the business relationship predates the personal relationship, it is difficult to support this exception.

d. Disposition of prohibited gifts. If a Government employee or member receives a gift that may not be accepted, the employee or member must return the gift or pay the donor its market value. Subsequent reciprocation by the Government employee does not constitute payment for the gift. (Consequently, accepting lunch from a contractor employee with the intent to “pay next time” is not an acceptable means to eliminate the prohibited gift.

e. Contractor employees may not contribute to a group gift for Government personnel. Since there is no authority for contractor employees and Government personnel to commingle donations for a group gift, such a practice is prohibited. Contractor employees from the same company may voluntarily pool their resources to provide a separate gift (not exceeding \$20) to a Government employee for a single event or occasion. Contractor employees from different companies may pool their resources to provide a separate gift (not exceeding \$20) to a Government employee for a single event or occasion.

f. There is no Government prohibition on Government personnel collecting among themselves for a group gift to a contractor employee. Contractors may have their own rules of ethics or business practices that guide appropriate behavior. Employees should take these rules into consideration before offering contractor employees gifts or opportunities that they may not be able to accept. Check with the Contracting Officer or the contractor supervisor.

7. Use of Government Resources. Availability and use of Government property and resources impacts the competitiveness of the procurement process. If the Government was to provide government resources during the performance of a contract, and the property and resources were not a considered in the competitive process, it could affect the integrity of the procurement process and leave the Government susceptible to claims of unfair advantage.

a. Government Furnished Services. Normally, Government organizations include departments that provide services for some or all of its personnel – these can include Employee Relations, Equal Employment Opportunity, Mediation, Chaplain, and Legal. Although they are readily available at the work site, contractor employees may not use these resources unless otherwise provided for in the contract or otherwise qualified. For example, a contractor employee who is a retired military member does have some limited ability to use military-provided legal services.

b. Personal Use Policy. While Agency Designees (supervisors) have the authority to determine appropriate personal use of Government resources by Government personnel, they do not exercise the same authority and control over contractor employees. Because the contractor employee is fulfilling the obligation of the contract, it is up to the contracting officer and contractor supervisor to determine

whether personal use of Government resources by the contractor employee while on contract time is appropriate.

c. Use of Morale, Welfare, and Recreation (MWR)/Non-Appropriated Funds Instrumentality (NAFI) programs and facilities. The installation commander has the discretion to allow contractor employees that work full-time on the installation limited use of military MWR activities, such as restaurants, gymnasiums, and golf courses.

8. Transportation. The Government provides vehicles and shuttle service to promote efficiency in conducting Government business. Local area Director/Commanders have the discretion to determine if use is for official purposes. Under the travel regulations, contractor employees may be passengers in Government vehicles if the head of the Component director/command or organization has given prior approval. Contractor employees may use Government shuttle bus services when conducting official defense business. Government employees may use contractor-provided travel to meetings and similar events with prior approval under the agency's authority to accept gifts of travel-related services from non-Federal sources.

9. Charitable Fundraising. Aside from the Combined Federal Campaign (CFC), there should be no official or unofficial solicitation for contributions. Government personnel in their official capacities may not solicit contractor employees either on or off duty. Just like any charitable organization, contractor employees can't solicit Government personnel in the Federal workplace.

10. Protection of Procurement Sensitive Information.

a. Government managers and CORs must determine whether information may be disseminated to contractors. Identify information that is specifically protected by the Procurement Integrity Act (Title 41 United States Code (U.S.C.) Section 423) and the Trade Secrets Act (Title 18 U.S.C. Section 1905). Before giving information to a contractor to develop visual aids, create a database, provide consultations, or attend a meeting, the Government manager/COR must ensure that it is proper for the contractor to have access to the information. Even if an improper disclosure does not violate any specific law, the result may impact competition, impugn integrity and initiate protests and litigation.

b. It is preferred that contractor personnel work in company office space; however, if Government and contractor personnel must be co-located in the same office space, then, to the maximum extent possible, the contractor personnel should have separate, and separated, space to ensure that proprietary information is not inadvertently "shared". Adjacent work stations and shared printers/faxes should be avoided whenever possible. Government workers should be aware that hallways, bathrooms, dining facilities, and other common areas are not secure areas for discussing sensitive information.

c. Government managers and CORs must be aware that Reservists in the Government workplace may be employed by a defense contractor. Educate the Reservist of his/her responsibilities while in the Government workplace. Consider having the Reservist sign a nondisclosure document that will prevent Reservist from revealing sensitive information to his/her employer.

Finally, DSCA's policy is that sexual harassment and other forms of discrimination are unacceptable conduct in the workplace whether committed by or against its Government or contractors' employees. Violations of this policy could result in joint liability for both DSCA and the contractor(s).

When in doubt about how to handle contractor personnel in the workplace, please contact the Contracting Officer and the local ethics counselor.

SECTION XXIII: REFERENCES

DoD 5500.7-R-----Joint Ethics Regulation (JER)
FAR 3.104-----Procurement Integrity Act
FAR 42.302-----Contract Administration Functions
DFARS 242-----Contract Administration

SECTION XXIV - ATTACHMENTS

Attachment 1 – Sample Contracting Officer’s Representative Nomination Letter

(Use Official Letterhead)

(Insert Date)

(Insert Office Symbol)

MEMORANDUM FOR CONTRACTING OFFICER, ATTN: (insert Name and full mailing address)

Subject: NOMINATION FOR DESIGNATION AS (CONTRACTING OFFICER’S REPRESENTATIVE (COR), ALTERNATE CONTRACTING OFFICER’S REPRESENTATIVE (ACOR), (Select One)

1. The individual below is nominated as the (insert COR or ACOR as appropriate) for (insert ASR number or contract number as appropriate and a description of the supplies provided/services performed under contract):

a. Name/Organization.

- (i) Rank or grade: _____
- (ii) Job title: _____
- (iii) Unit or organization: _____
- (iv) Telephone number: _____
- (v) DEROS (DD/MM/YYYY): _____
- (vi) Effective Date and Duration of Nomination: _____
- (vii) E-mail Address: _____

b. Nominee’s Rater.

- (i) Name: _____
- (ii) Job Title: _____
- (iii) Telephone number: _____
- (iv) E-mail Address: _____

c. Type of Requirement to be Contracted. *(Refer to the Type A, Type B, and Type C requirement descriptions outlined in the DSCA Certification Standards. Please note that the vast majority of DSCA actions will be coded as Type B requirements. Any other designation shall be coordinated in advance with the Contracting Officer.)*

- (i) Type of Requirement: _____

d. Acquisition Training. *(Refer to the minimum training requirements outlined in the DSCA Certification Standards.)*

Name of Course	Name of Service Provider	Dates of Training	Hours of Course Credit
Wide Area Workflow, Inspector, Acceptor, and Government Property (GFP) Receiver	https://wawf.eb.mil/		N/A
Electronic Data Access (Contracts; Vouchers-Commercial Pay)	http://eda.ogden.disa.mil/		N/A
Contractor Performance Assessment Reporting System (CPARS)	www.cpars.csd.disa.mil		N/A

e. Technical Experience. *(Refer to the minimum experience requirements outlined in the DSCA Certification Standards.)*

Agency Experience	Waiver (if Agency experience is less than the minimum required)	Relevant technical experience	Relevant technical experience

f. Refresher Training. *(Refer to the minimum training requirements outlined in the DSCA Certification Standards.)*

Name of Course	Name of Service Provider	Dates of Training	Hours of Course Credit

g. Contracts to which Nominee is currently appointed/designated as the COR/ACOR.

Contract Number	Description of Contract	Dollar Value	Period of Performance	Percentage of time spent performing COR/ACOR duties

2. The nominee has filed an OGE Form 450 and there is no conflict of interest or apparent conflict of interest interfering with this appointment. The nominee will be required to file an OGE Form 450 annually, for the duration of this appointment. The nominee has filed an OGE 450 or registered (if a new COR) on (insert date).

3. This memorandum verifies that the individual nominated will have sufficient time to perform COR duties, is technically proficient, and has completed required training. I understand that appointment as a COR for this contract requires a significant amount of time and effort to properly manage the contract and have ensured the member has the appropriate time to properly execute his/her COR duties.

4. Within 30 days after the COR has been nominated, the COR duties will be added to the incumbent's position description and the COR objectives will be added to the incumbent's evaluation support form.

5. The point of contact for this nomination is (insert name) at DSN XXX-XXXX or e-mail (insert e-mail address).

Signature of the Supervisor
and typed name and title under
the signature line.

Attachments (Training Certificates):

1. CLC106 Training Certificate
2. CLM003 Training Certificate
3. CLC 222 Training Certificate
4. Other Training Certificates
5. SAAR (DD 2875) Form for EDA Access to Contracts and Vouchers-Commercial Pay for DoDAAC HQ0236 or HQ0013 as applicable

Attachment 2: Sample Contracting Officer's Representative Appointment Letter

(Use Official Letterhead)

(Insert Date)

(Insert Office Symbol)

MEMORANDUM FOR COR Name, Rank/Grade, Full mailing address

Subject: DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)

1. Pursuant to DFARS 252.201-7000, and as prescribed in DFARS 201.602-2, you are designated as the Contracting Officer's Representative (COR) in administration of the contract identified below:

Contract Number: XXXXXX-XX-X-XXXX

Description: (Insert a description of the supply/services.)

Contractor (Name of Contractor)

Contract Period: (Identify base period plus all option periods.)

2. You are authorized by this designation to take action with respect to the following:
 - a. Develop contract work statements in such a manner as to promote competitive procurement actions.
 - b. Monitor quantities ordered under the contract to ensure necessary increases are requested and approved by the Contracting Officer before the increase occurs. Ensure contract decreases are requested and approved by the Contracting Officer to maximize the use of any excess current year funds.
 - c. Coordinate with requiring activity personnel any actions related to funding and changes in the scope of work before changes occur.
 - d. Ensure changes in the work or services are formally effected by written modification by the Contracting Officer before the contractor proceeds with any changes.
 - e. Attend pre-performance meeting with the contractor to ensure mutual understanding of the contract terms and conditions. COR should be prepared to discuss ways the contractor can earn the top two blocks on the Contractor Performance Assessment Report form. Emphasis should be that out of scope actions to earn high performance ratings are not acceptable.

- f. Verify that the contractor performs the technical requirements of the contract in accordance with the contract terms, conditions and specifications. Specific emphasis should be placed on the quality provisions, for both adherence to the contract provisions and to the contractor's own quality control program.
- g. Perform, or cause to be performed, inspections necessary under this contract and verify that the contractor has corrected all deficiencies. Maintain evidence of inspection and performance in the COR file.
- h. Perform acceptance of goods provided and/or services performed under this contract for the Government. Initiate and submit a signed Receiving Report within **7 days** of receipt of the goods/services, unless a longer period is specified in the contract. At no time shall the COR accept a service or deliverable that does not conform to the requirements of the contract. If a proper invoice is received within this seven day period and the COR takes no exception to the invoice, the COR may use the invoice to document receipt/acceptance. Otherwise, the COR shall use a separate receiving document to document the Government's receipt/acceptance.
- i. Date stamp all invoices immediately upon their receipt. Accept proper invoices within five days of receipt of the invoice. Forward the completed Receiving Report and associated invoice to the appropriate payment office within **5 days** after receiving a proper invoice from the contractor. At no time shall a COR authorize payment prior to the receipt of a product or service unless advance payments to the contractor are specifically authorized in the contract.
- j. Identify defects in writing on the invoice and return it to the Contractor for correction within **7 days** after receipt. If the invoice is incorrect due to deficiencies in performance which cannot be rectified by the contractor or is otherwise subject to assessment of deductions, forward the invoice together with the COR's inspection findings relative to delayed, defective, or unacceptable work or contractor performance to the Contracting Officer for action.
- k. Ensure prompt review of deliverables to permit the contractor to respond within the specified completion date in the contract (if applicable).
- l. Maintain liaison and direct communications with the contractor. Written communications with the contractor and other documents pertaining to the contract shall be signed as "Contracting Officer's Representative," and a copy shall be maintained in the COR file. This is not a personal services contract; therefore, the COR shall only conduct business with the designated company representative(s) and not individual contractor employees.
- m. Monitor the contractor's performance, notify the contractor of deficiencies observed during surveillance and permit the contractor to take corrective action if possible. Record and immediately report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems. Additionally, if the contractor disagrees with the COR's determination of deficient work, the COR

must forward the two divergent interpretations to the Contracting Officer for resolution.

- n. Collect past performance information and assess the contractor's performance at least annually and upon request by the Contracting Officer. Provide contractor performance assessments to the Contracting Officer within 15 days of completion of the period of performance for any recurring service contract. Contractor performance evaluations shall address only those services required under the contract and shall be fair, balanced and comprehensive with meaningful narratives to support each rating.
- o. Coordinate site entry for contractor personnel, to include necessary work permits and base access passes and computer access and ensure proper markings on workspaces, badges and e-mail addresses that clearly identify contractor employees as contractors. Serve as the Trusted Agent for the Contractor Verification System to facilitate issuance of a CAC to a Contractor who requires it as part of the contract. Coordinate termination of base access and computer access as appropriate.
- p. Ensure that any Government-furnished property specified in the contract is available when required. Ensure a joint inventory and issuance of Government-furnished property occurs and is documented at the time the Government-furnished property is provided to the contractor. This issuance may be documented using a sub-hand receipt. For contracts with companies, as opposed to sole proprietors, this inventory and acceptance shall be coordinated with the company representative to determine who the company wants to inventory and sign for the property. Ensure a joint inventory and the return of Government-furnished property occurs before contract expiration. Contact the Contracting Officer immediately if the COR is unable to provide the specified Government-furnished property, if the property becomes inoperable or otherwise hinders the contractor's performance, or if Government-furnished property other than that which is specified in the contract must be provided to the contractor.
- q. Initiate timely execution of contract options. Submit the required paperwork to the Contracting Officer at least **90 days** in advance of the expiration of the contract. The initial paperwork shall include a confirmation of the intent to exercise the option, documentation that an informal market survey was conducted to support the option prices are still fair and reasonable, and a statement that the contractor is performing in a satisfactory or better manner. Funds may be provided subsequent to the initial notice of intent; however, funds shall be received by the Contracting Officer at least **30 days** prior to the expiration of the contract to allow timely execution of the option.
- r. *(To be included for contracts valued over \$1M or as otherwise directed by the Contracting Officer.)* Provide monthly COR reports to the Contracting Officer concerning the performance of services rendered under this contract.

- s. Assist the Contracting Officer to train/inform other Government employees on the content of the contract and the guidelines for their interaction with contractor personnel.
3. You are expressly prohibited from performing the following:
 - a. Award, agree to, or sign any contract or contract modification, or in any way to obligate the payment of money by the Government. You may not take any action that may affect contract schedules, funds or scope. All contractual agreements, commitments or modifications that involve price, quantity, quality, delivery schedules, or other terms and conditions of the contract shall be made by the Contracting Officer. You may be held personally liable for any unauthorized acts.
 - b. Interpret the contract.
 - c. Re-delegate your COR authority.
 - d. Make commitments or promises to contractors relating to award of contracts.
 - e. Write contract requirements around the product or capacity of one source.
 - f. Solicit proposals or quotes.
 - g. Issue instructions to contractors to start or stop work.
 - h. Take any action with respect to termination, except to notify the Contracting Officer.
 - i. Render a decision on any dispute on any question of fact under the Disputes provision of the contract.
 - j. Authorize delivery or disposition of Government furnished property not specifically authorized by the contract.
 - k. Discuss procurement plans or any other advance information that might provide preferential treatment to one firm over another when a solicitation is issued for a competitive procurement.
 4. Violation of the foregoing may give the appearance that this organization is not acting in good faith. Commitments made to contractors by other than duly appointed Contracting Officers may result in formal protests by other companies, embarrassment to the Department, criticism by the Government Accountability Office and possible monetary loss to the individual and the company involved.
 5. This designation as a COR shall remain in effect through the life of the contract, unless sooner revoked in writing by the Contracting Officer, or unless you are separated from Government service. If you are to be re-assigned or separated from Government service, you shall notify the Contracting Officer sufficiently in advance of reassignment or separation to permit timely selection and designation of a

successor COR. If your designation is revoked for any reason before completion of this contract, you shall turn over your records to the successor COR or obtain disposition instructions from the Contracting Officer.

You are required to maintain adequate records to sufficiently describe the performance of your duties as a COR during the life of this contract. Upon completion of the contract and verification of final payment, forward the COR file to the Contracting Officer for retention in the official contract file. As a minimum, the COR file shall contain the following:

- a. A copy of your letter of appointment from the Contracting Officer, a copy of any changes to that letter, and a copy of any termination letter.
- b. A copy of the contract or the appropriate part of the contract and all contract modifications.
- c. A copy of the applicable quality assurance surveillance plan (QASP).
- d. All correspondence initiated by authorized representatives concerning performance of the contract.
- e. The names and position titles of individuals who serve on the contract administration team. The Contracting Officer must approve all those who serve on this team.
- f. A record of inspections performed and the results.
- g. Memoranda for record or minutes of any pre-performance conferences.
- h. Memoranda for record or minutes of any meetings and discussions with the contractor or others pertaining to the contract or contract performance.
- i. Applicable laboratory test results.
- j. Records relating to the contractor's quality control system and plan and the results of the quality control effort.
- k. A copy of the surveillance schedule.
- l. Documentation pertaining to your acceptance of performance of services, including reports and other data.
- m. Documentation pertaining to all payments authorized, including all invoices, receiving reports, payment logs, and transmittals to the payment office.
- n. Assessments, performance reviews and file reviews conducted by the Contracting Officer, copies of any written notifications from the Contracting Officer to your functional area Supervisor, and copies of the checklists used by the Contracting Officer in conducting COR file reviews.

6. All personnel engaged in contracting and related activities shall conduct business dealings with industry in a manner above reproach in every aspect and shall protect the United States Government's interest, as well as maintain its reputation for fair and equal dealings with all contractors. DODD 5500.7 sets forth standards of conduct for all personnel directly and indirectly involved in contracting.
7. A COR who may have direct or indirect financial interests which would place the COR in a position where there is a conflict between the CORs private interests and the public interests of the United States shall advise the supervisor and the contracting officer of the conflict so that appropriate actions may be taken. CORs shall avoid the appearance of a conflict of interests in order to maintain public confidence in the U.S. Government's conduct of business with the private sector. CORs must file an OGE Form 450 Confidential Financial Disclosure Report each year.
8. If the contractor is required to provide input into the Contractor Manpower Reporting database, the COR shall ensure the contractor reports the information as required. The contractor must completely fill in required information at the secure web site designated by the Contracting Officer and annually thereafter for the duration of the contract. The COR must access the web site to determine contractor compliance and report the results in the monthly COR report to the Contracting Officer.
9. Pursuant to the Prompt Payment Act and FAR 32.905(c), you are required to forward correctly completed acceptance/receiving documents with the associated invoice to the Paying Office designated in the contract no later than five (5) working days after receipt and acceptance of goods and/or services or receipt of a proper invoice (whichever is later). Failure to supply any required payment documentation within this timeframe may subject the Government to interest penalties to be paid using DSCA funds. Interest penalties reduce DSCA funds available for other purposes. Therefore, IT IS EMPHASIZED that expediting payment to contractors is mandatory so that payment can be made within the time constraints required by regulation. Interest payments shall be avoided.
10. You are required to complete all annual COR training to maintain your COR designation.
11. You are required to acknowledge receipt of this designation and return a signed copy to the Contracting Officer. Your signature also serves as certification that you have read and understand the contents of DODD 5500.7. The original copy of this designation should be retained for your file. Please note that failure to sign and return this appointment letter to the Contracting Officer will result in notification to your Supervisor which could also culminate in revocation of the appointment. Also, CORs must notify the Contracting Officer immediately when leaving the site of the original COR designation.

NAME

Contracting Officer

Receipt of this designation is hereby acknowledged by the COR.
Contract XXXXXX-XX-X-XXXX

Print Name

Signature

Date

Title

Telephone

Receipt of this designation is hereby acknowledged by the Contractor.
Contract XXXXXX-XX-X-XXXX

Print Name

Signature

Date

Title

Telephone

Copy to:
COR Supervisor

Attachment 3 – DSCA COR Certification Standards

DSCA STANDARD FOR CERTIFICATION OF CONTRACTING OFFICER’S REPRESENTATIVES AND ALTERNATE CONTRACTING OFFICER’S REPRESENTATIVES FOR ALL SERVICE AND SUPPLY ACQUISITIONS

NATURE OF TYPE A WORK/REQUIREMENT	REQUIRED COMPETENCY TOPICS	REQUIRED COMPETENCIES	EXPERIENCE/TRAINING REQUIREMENTS
<p>Fixed-price requirements without incentives, low performance risk. Attributes of such requirements might include: lack of technical or administrative complexity, no identifiable risk factors; limited requirement for technical expertise; low likelihood of modification; effort is a follow-on to an existing contract.</p> <p>COR duties/responsibilities are generally limited to minimal technical and/or administrative monitoring of the contract.</p>	<p>General:</p> <ul style="list-style-type: none"> • Attention to Detail • Decision Making • Flexibility • Oral and Written Communication • Problem Solving/Reasoning • Self-management/Initiative • Teamwork <p>Technical:</p> <ul style="list-style-type: none"> • Business Ethics • Effective Communication of Contract Requirements • Effective Contract Performance Management • Effective COR Performance 	<p>Upon completion of mandatory training, COR should be able to perform at least the following competencies in a manner consistent with the nature of Type A work/requirements:</p> <ol style="list-style-type: none"> 1. Assist in acquisition planning. 2. Assist in contract award process. 3. Establish/maintain COR file with all required documentation. 4. Identify/prevent unethical conduct and instances of fraud/waste/abuse. 5. Perform technical/administrative monitoring and reporting duties in accordance with letter of delegation and surveillance plan. 6. Recommend/monitor proposed changes. 7. Monitor contract expenditures/payments. 8. Monitor contract schedule compliance. 9. Perform liaison duties between the Contracting Officer, the Requiring Activity, and the contractor for management of the contract. 10. Inspect, accept or reject deliverables during contract performance and at close-out in conformance with contract terms and conditions. 11. Monitor the control/disposition of Government furnished assets. 12. Perform surveillance in a contingency environment, when applicable. 	<p>Experience:</p> <ul style="list-style-type: none"> • Agency experience: minimum of 6 months. (May be waived.) • Relevant technical experience: As determined by the nominating supervisor for the Contracting Officer’s consideration and appointment. • General competencies: As determined by the nominating supervisor for the Contracting Officer’s consideration and appointment. <p>Training:</p> <ul style="list-style-type: none"> • DAU CLC 106, Contracting Officer’s Representative with a Mission Focus. • DAU COR 206, COR in the Contingency Environment, when applicable for Competency 12. • Minimum of 1 hour acquisition ethics training (e.g., CLM 003 or agency provided training) annually. • Wide Area Workflow (WAWF), Inspector, Acceptor and Government Property (GFP) Receiver. • Contractor Performance Assessment Report (CPAR) training as specified by the Contracting Officer. • Electronic Document Access (EDA) training as specified by the Contracting Officer. • Minimum of 16 hours of [preferably classroom] training in COR related topics as approved by the Contracting Officer. <p>Refresher Training:</p> <ul style="list-style-type: none"> • Minimum of 8 hours of COR specific training <ul style="list-style-type: none"> ○ Every 3 years, OR ○ Prior to assuming COR responsibilities if the individual has not served as a COR within the previous 24 months. • Minimum of 1 hour acquisition ethics training (e.g., CLM 003 or agency provided training)

			<p>annually.</p> <ul style="list-style-type: none">• Minimum of 16 hours of Continuous Learning training in COR related topics every three years. (Preferably classroom training as approved by the Contracting Officer.)
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**DSCA STANDARD FOR CERTIFICATION OF CONTRACTING OFFICER'S REPRESENTATIVES
AND ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVES
FOR ALL SERVICE AND SUPPLY ACQUISITIONS**

NATURE OF TYPE B WORK/REQUIREMENT	REQUIRED COMPETENCY TOPICS	REQUIRED COMPETENCIES	EXPERIENCE/TRAINING REQUIREMENTS
<p>Fixed-price requirements without incentives, other than low performance risk. Attributes of such requirements might include: the nature of the work is more complex; effort will be performed in multiple regions/remote geographic locations, contract contains incentive arrangements or cost sharing provisions, contract is cost-type of T&M/LH type or FP LOE.</p> <p>COR duties/responsibilities are of increased complexity.</p>	<p>General:</p> <ul style="list-style-type: none"> • Attention to Detail • Decision Making • Flexibility • Influencing/Persuasive Interpersonal Skills • Oral and Written Communication • Planning and Evaluating • Problem Solving • Reasoning • Self-management/Initiative • Teamwork <p>Technical:</p> <ul style="list-style-type: none"> • Business Ethics • Defining Government Requirements • Understanding and Knowledge of Contract Type • Effective Analytical Skills • Effective Communication of Contract Requirements • Effective Contract Performance Management • Effective COR Performance • Project Management • Strategic Planning • Understanding the Marketplace 	<p>Upon completion of mandatory training, COR should be able to perform at least the following competencies in a manner consistent with the nature of Type B work/requirements:</p> <ol style="list-style-type: none"> 1. Assist in acquisition planning. 2. Assist in contract award process. 3. Establish/maintain COR file with all required documentation. 4. Identify/prevent unethical conduct and instances of fraud/waste/abuse. 5. Review technical submittals/ensure compliance with Statement of Work/Statement of Objectives (e.g., perform technical monitoring and reporting in accordance with a Quality Assurance Surveillance Plan) 6. Perform administrative monitoring and reporting duties (e.g., handle security issues, attend meetings, etc.). 7. Recommend/monitor proposed changes. 8. Monitor contract expenditures/payments. 9. Monitor contract schedule compliance. 10. Perform liaison duties between the Contracting Officer, the Requiring Activity, and the contractor for management of the contract. 11. Inspect, accept or reject deliverables during contract performance and at close-out in conformance with contract terms and conditions. 12. Review and validate that contractor payment requests are commensurate with performance. 13. Monitor the control/disposition of Government furnished assets. 14. Perform surveillance in a contingency environment, when applicable. 	<p>Experience:</p> <ul style="list-style-type: none"> • Agency experience: minimum of 12 months. (May be waived by the requiring activity. Waiver to be addressed in nomination package.) • Relevant technical experience: As determined by the nominating supervisor for the Contracting Officer's consideration and appointment. • General competencies: As determined by the nominating supervisor for the Contracting Officer's consideration and appointment. <p>Training:</p> <ul style="list-style-type: none"> • DAU COR 222 or CLC 222, Contracting Officer's Representative or ALMC-CL equivalent course. • DAU COR 206, COR in the Contingency Environment, when applicable for Competency 14. • Minimum of 1 hour acquisition ethics training (e.g., CLM 003 or agency provided training) annually. • Wide Area Workflow (WAWF), Inspector, Acceptor and Government Property (GFP) Receiver. • Contractor Performance Assessment Report (CPAR) training as specified by the Contracting Officer. • Electronic Document Access (EDA) training as specified by the Contracting Officer. • Minimum of 24 hours of [preferably classroom] training in COR related topics as approved by the Contracting Officer. <p>Refresher Training:</p> <ul style="list-style-type: none"> • Minimum of 16 hours of COR specific training <ul style="list-style-type: none"> ○ Every 3 years, OR ○ Prior to assuming COR responsibilities if the individual has not served as a COR within the previous 24 months. • Minimum of 1 hour acquisition ethics training (e.g., CLM 003 or agency provided training)

			<p>annually.</p> <ul style="list-style-type: none">• Minimum of 24 hours of Continuous Learning training in COR related topics every three years. (Preferably classroom training as approved by the Contracting Officer.)
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**DSCA STANDARD FOR CERTIFICATION OF CONTRACTING OFFICER'S REPRESENTATIVES
AND ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVES
FOR ALL SERVICE AND SUPPLY ACQUISITIONS**

NATURE OF TYPE C WORK/REQUIREMENT	REQUIRED COMPETENCY TOPICS	REQUIRED COMPETENCIES	EXPERIENCE/TRAINING REQUIREMENTS
<p>Unique contract requirements that necessitate a professional license, higher education or specialized training beyond the Type B requirements.</p> <p>Such requirements might include, for example, environmental remediation, major weapons systems, medical/dental/veterinarian services, etc.</p> <p>COR duties/responsibilities are of increased complexity.</p>	<p>General:</p> <ul style="list-style-type: none"> • Attention to Detail • Decision Making • Flexibility • Influencing/Persuasive Interpersonal Skills • Oral and Written Communication • Planning and Evaluating • Problem Solving • Reasoning • Self-management/Initiative • Teamwork <p>Technical:</p> <ul style="list-style-type: none"> • Business Ethics • Defining Government Requirements • Understanding and Knowledge of Contract Type • Effective Analytical Skills • Effective Communication of Contract Requirements • Effective Contract Performance Management • Effective COR Performance • Project Management • Strategic Planning • Understanding the Marketplace 	<p>Upon completion of mandatory training, COR should be able to perform at least the following competencies in a manner consistent with the nature of Type C work/requirements:</p> <ol style="list-style-type: none"> 1. Assist in acquisition planning. 2. Assist in contract award process. 3. Establish/maintain COR file with all required documentation. 4. Identify/prevent unethical conduct and instances of fraud/waste/abuse. 5. Review technical submittals/ensure compliance with Statement of Work/Statement of Objectives (e.g., perform technical monitoring and reporting in accordance with a Quality Assurance Surveillance Plan) 6. Perform administrative monitoring and reporting duties (e.g., handle security issues, attend meetings, etc.). 7. Recommend/monitor proposed changes. 8. Monitor contract expenditures/payments. 9. Monitor contract schedule compliance. 10. Perform liaison duties between the Contracting Officer, the Requiring Activity, and the contractor for management of the contract. 11. Inspect, accept or reject deliverables during contract performance and at close-out in conformance with contract terms and conditions. 12. Review and validate that contractor payment requests are commensurate with performance. 13. Monitor the control/disposition of Government furnished assets. 14. Perform surveillance in a contingency environment, when applicable. 15. Other specific functions consistent with the objectives of the Activity's mandatory specialized/technical training. 	<p>Experience:</p> <ul style="list-style-type: none"> • Agency experience: minimum of 12 months. (May be waived by the requiring activity. Waiver to be addressed in nomination package.) • Relevant technical experience: As determined by the nominating supervisor for the Contracting Officer's consideration and appointment. • General competencies: As determined by the nominating supervisor for the Contracting Officer's consideration and appointment. <p>Training:</p> <ul style="list-style-type: none"> • DAU COR 222 for CLC 222, Contracting Officer's Representative or ALMC-CL equivalent course. • DAU COR 206, COR in the Contingency Environment, when applicable for Competency 14. • Minimum of 1 hour acquisition ethics training (e.g., CLM 003 or agency provided training) annually. • Wide Area Workflow (WAWF), Inspector, Acceptor and Government Property (GFP) Receiver. • Contractor Performance Assessment Report (CPAR) training as specified by the Contracting Officer. • Electronic Document Access (EDA) training as specified by the Contracting Officer. • Minimum of 24 hours of [preferably classroom training] in COR related topics as approved by the Contracting Officer. • Any specialized training necessary to successfully monitor the types of services being provided. <p>Refresher Training:</p> <ul style="list-style-type: none"> • Minimum of 16 hours of COR specific training <ul style="list-style-type: none"> ○ Every 3 years, OR ○ Prior to assuming COR responsibilities if the individual has not served as a COR within the

			<p>previous 24 months.</p> <ul style="list-style-type: none">• Minimum of 1 hour acquisition ethics training (e.g., CLM 003 or agency provided training) annually.• Minimum of 32 hours of Continuous Learning training in COR related topics every three years. (Preferably classroom training as approved by the Contracting Officer.)• Any necessary for maintenance of license/certification/etc.
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Attachment 4 – Sample Revocation of Designation of Contracting Officer’s Representative Letter

(Use Official Letterhead)

(Insert Date)

(Insert Office Symbol)

MEMORANDUM FOR Mr. John Doe, ATTN: (Office Symbol) full mailing address.

Subject: REVOCATION OF DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) FOR CONTRACT NUMBER(S)
_____, _____, _____,

1. Your appointment as Contracting Officer’s Representative for subject contract(s) is being revoked. This termination of your COR responsibilities is effective (insert date). Upon that date, you shall transfer all of your records to the successor COR.
2. Any questions regarding the foregoing may be directed to me or Ms./Mr. _____ at (insert phone number).

NAME
Contracting Officer

Receipt of this revocation is acknowledged*.

NAME (Print or type): _____ SIGNATURE: _____

TITLE: _____ DATE: _____

RANK/GRADE: _____ TELEPHONE: _____

* Note: After signing this letter, please return the original to the Contracting Officer and retain a copy for your files.

Copy to:
Contractor
COR Supervisor

Attachment 5 – Sample Request for Termination of Contracting Officer’s Representative Designation Letter

(Use Official Letterhead)

(Insert Date)

(Insert Office Symbol)

MEMORANDUM FOR CONTRACTING OFFICER, Attn: (insert name, office symbol, and full mailing address of Contracting Officer)

Subject: REQUEST FOR TERMINATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) DESIGNATION

1. Due to my transfer from my position (or insert other reason), I hereby request my designation as COR be terminated effective (insert date) for the following contracts:

CONTRACT NUMBER

CONTRACTOR

2. My successor will be (insert name), at extension (insert number). Enclosed is the nomination signed by his/her Supervisor and a copy of the associated attachments to support the nominee’s qualifications.

3. The point of contact for this request is (insert name), at extension (insert number).

NAME
Contracting Officer’s Representative

Enclosure

Copy to:
Contractor
Successor Nominee’s Supervisor

Attachment 6 – Format for Monthly COR Report to Contracting Officer

MONTHLY COR REPORT TO CONTRACTING OFFICER (KO)

Date_____

CONTRACT NUMBER_____

SUPPLY/SERVICE_____

CONTRACTOR'S NAME_____

NAME and TELEPHONE NUMBER OF KO_____

NAME and TELEPHONE NUMBER OF COR_____

1. Do you have available and current for inspection by the Contracting Officer a separate COR file for this contract containing a copy of the contract and all modifications, your appointment letter, copies of trip reports for all visits/meetings, copies of all correspondence between you and the contractor, etc.? YES____ NO____
If NO, please contact the Contracting Officer.

(Note: Please attach copies or trip reports, minutes of meeting and contractually significant correspondence not already furnished to the Contracting Officer.)

2. Were any inspections conducted? YES____ NO____ If NO, explain.

3. Is the contractor performing in a satisfactory manner from technical, cost and schedule points of view? YES____ NO____ If NO, list any issues with the contractor's performance as they relate to:

- a. Technical.
- b. Cost.
- c. Schedule.

(Use attachments as necessary.)

4. Did you receive any adverse feedback from customers regarding the contractor's performance? YES____ NO____ If YES, explain.

5. Have any contractually significant communications/meetings been held with the contractor? YES____ NO____ If YES, explain.

6. Have any contractually significant communications/meetings been held with the client(s)? YES____ NO____ If YES, explain.

7. Were any items, technical reports, services delivered and accepted? YES____
NO____ If NO, explain.

8. Were any items, technical reports, services delivered and rejected? YES____
NO____ If YES, explain.

9. Were any inventions first conceived and/or reduced to practice by the contractor? YES____ NO____ If YES, explain.

10. Was any Government-furnished property/material contractually required to be delivered to the contractor? YES____NO____

If YES, was it delivered on time and per contract terms? YES____NO____ If NO, explain.

11. Is a final technical report due under the contract? YES____NO____

If YES, was it delivered per contract requirements? YES____NO____ If NO, explain.

12. Have you assured the reporting data pursuant to Contractor Manpower Reporting (CMR) requirements has been completed if it is a deliverable under the contract? YES____NO____ If NO, explain.

13. Have you assured the compliance of the contractor and its employees with the Identification of Contractor Employees terms and conditions in the contract? YES____NO____ If NO, explain.

14. If invoices were not proper or complete or if the supplies were not delivered or services were not performed in accordance with the terms of the contract, and invoices were returned to the contractor, have you maintained this information in the COR file with evidence of the date and reasons returned? YES____NO____ If NO, explain.

15. Are you effectively using Wide Area Workflow for processing invoices and the receipt/inspection/acceptance of goods and services? YES____NO____ If NO, explain.

16. Is there any other matter concerning the contract/contractor under your cognizance as COR (see list of duties in your COR appointment letter) that needs to be surfaced to the KO? YES____NO____ If YES, explain.

17. Do you have any questions for the KO applicable to your COR duties? YES____NO____ If YES, list questions.

18. Are there any significant issues, events, key milestones, and/or deliverables anticipated for next month? YES____NO____ If YES, explain.

COR NAME

Copy to:
COR file

(Note: The following questions should be added to the COR report for Time and Materials and Labor Hour contracts.)

19. What specific surveillance have you conducted during the month as to the contractor's prudent use of materials and labor to assure inefficient or wasteful methods are not used? _____

20. Have you performed floor checks of contractor's time cards, reviewed labor, materials, equipment purchased/used by the contractor? YES_____ NO_____ If No, explain.

21. Are labor, materials, equipment in accordance with the terms of the contract? YES_____ NO_____ If NO, explain.

22. Is use of labor, and purchase and use of material and equipment such as to preclude wasteful or inefficient costs to the Government? YES_____ NO_____ If No, explain.

Attachment 7 – Sample Checklists for COR File Inspections

Contracting Office Checklist for COR File Inspections

Contract Number: _____

COR Name: _____

Alternate COR Name: _____

Contractor Name: _____

Contract Period: _____

Date of Visit: _____

Contract Specialist: _____

Overview

DFARS 201-602-2 Responsibilities. The COR “(iv) Has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract”; and (v) (E) ...the COR “may be personally liable for unauthorized acts.”

A COR must not in any situation direct the contractor to take any action that would change the contract, such as the following:

- Total price or estimated cost
- Product deliverables
- SOW/PWS
- Delivery dates
- Total period of performance
- The administrative provisions of the contract

To avoid an unauthorized commitment, the COR should first make it clear to the contractor that he or she does not have authority to give such direction and that the contractor shall not proceed with any changes to the contract until authorized to do so by the Contracting Officer. The COR shall then submit a recommendation to the Contracting Officer to modify the contract.

THE ROLE OF A COR: The primary role of the COR is to monitor the contractor's performance and serve as the technical liaison between the contractor and the Contracting Officer, who has authority and responsibility over all aspects of the contract.

THE ROLE OF AN ALTERNATE COR: The Contracting Officer may designate an alternate COR (ACOR) with authority to assume the responsibilities and functions assigned to the COR, if the COR is absent due to leave, illness, or official business.

COR INSPECTIONS: The Contracting Officer should monitor the COR's performance during the contract to ensure that the COR's responsibilities and duties are being carried out. In cases of gross dereliction or significant ethics violations, the Contracting Officer may revoke the COR's authority immediately. In such cases, the COR must identify all contracts which he or she is managing. The Contracting Officer must notify the supervisor of the COR of the incident and other actions to protect the Government's interests. Complete and orderly files are vital in administering the contract to assure that the Government meets its obligations in order to have a successful contract, particularly when disagreements or questions of interpretation arise. The COR file will play a critical role in resolving a dispute before an administrative or legal review board. A good COR file will facilitate the transfer of responsibility if the COR is replaced during the contract.

Please acknowledge you have read and understand the above paragraphs:

COR NAME

Contract Specialist Checklist

1. Does the contract contain DFARS 252.201-7000, Contracting Officer's Representative? _____

2. Is the COR nomination letter and COR appointment letter in the contract file? _____

3. Did the COR and Contractor acknowledge the COR appointment letter? _____

4. Does the contract file contain copies of annual performance evaluations for this contractor? _____

5. Is the contract loaded into the Past Performance Information Retrieval System? (Note: Per FAR 42.1502 and DFARS 242.1502, this is required for services and information technology contracts above \$1M.) _____

6. How many mods have been issued to date? _____

7. What deliverables are required by this contract and what are the respective due dates in the contract?

Deliverable	Due Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

8. Is any Government-furnished property provided under this contract? If yes, describe. _____

COR Self-Inspection Checklist

1. The COR file is a part of the official contract file and must be maintained in accordance with the Contracting Officer's instructions. The primary COR should maintain the official COR file, which must be available for review by the Contracting Officer, Inspector General, GAO, or other authorized officials.
2. Only a few of the documents that the COR file shall include are as follows. A complete listing should be contained in your COR Appointment Letter.
 - a. A copy of the contract award (master BPA agreements included).
 - b. Memorandum of COR appointment.
 - c. Relevant correspondence of the award.
 - d. Record of any telephone conversations and other communications with the contractor.
 - e. Other records of the contractor's performance.
3. Some tips to remember in maintaining your contract file:
 - a. Include the contract number on each record and all correspondence relating to the contract.
 - b. In your computer files, create a separate folder for each contract to enable ready access to pertinent files.
 - c. Be sure that the Contracting Officer and other interested parties receive copies of all significant correspondence.
 - d. Give the utmost care to safeguarding proprietary data and classified and business-sensitive information.
 - e. Do not rely on your memory - document events on the day or next working day after they occur.
 - f. Keep a record of important telephone conversations.
 - g. Take good meeting notes, even when for the informal meetings.
4. Some general tips for being a COR are as follows:
 - a. Read the contract, pay particular attention to option exercise requirements and deliverables.
 - b. Maintain the COR file.
 - c. Eliminate all conflicts of interest if there is potential for any.
 - d. Know your limitations.
 - e. Communicate with the Contracting Officer on any issues that are not clear.
 - f. Safeguard contractor's proprietary information such as pricing data.
 - g. Know what the IT security requirements are of the contractors.

COR Self-Inspection Checklist

Per the DSCA COR Guide, the Contracting Officer shall conduct COR file reviews no less than annually. Throughout the process, the COR must maintain accurate and complete records, while accomplishing the following tasks.

1. Have you reviewed the DSCA COR Guide? _____

2. Do you have a copy of your COR appointment letter in the applicable COR file(s)? If so, has it been fully acknowledged by you and the contractor? _____

3. If this contract includes a surveillance plan, are you performing the surveillance based on the plan? Are you updating the plan to maintain its currency? (Note: Per FAR 46.102, Contracts for commercial items shall rely on a contractor's existing quality assurance system as a substitute for compliance with Government inspection and testing before tender for acceptance unless customary market practices for the commercial item being acquired permit in-process inspection (Section 8002 of Public Law 103-355). Any in-process inspection by the Government shall be conducted in a manner consistent with commercial practice. Per DFARS 246.102(1), Departments and agencies shall also—...Apply Government quality assurance to all contracts for services and products designed, developed, purchased, produced, stored, distributed, operated, maintained, or disposed of by contractors. Per DFARS 246.102(3), Departments and agencies shall also— Base the type and extent of Government contract quality assurance actions on the particular acquisition.) _____

4. Do you have a suspense system established to advise the Contracting Officer if the contractor failed to complete work performance or delivery of contracted supplies according to scheduled dates? _____

5. Do you report any instance of suspected conflict of interest or fraud, waste, and abuse to the Contracting Officer or the local Office of General Counsel. _____

6. Do you have all technical publications and regulations included in the contract on hand? _____

7. Do you ensure that the contractor has current security clearances for facilities and personnel? _____

8. Do you ensure that contractor personnel working on a Government facility wear identification at all times and identify themselves as contractor employees when attending meetings, using the telephone, and in all correspondence (whether written or electronic)? _____

9. Did you notify the appropriate directorates to revoke e-mail and installation access when the contract expired or was terminated? _____

10. Do you perform property surveillance and/or oversight over accountability on government furnished property? How often? _____

11. Is the list of Government furnished property identified in the contract still current? _____

12. How do you monitor the contractor's performance, including submittal of required reports and other documentation? _____

13. Who is your back-up for processing invoices, in the event of extended absences? _____

14. How do you ensure you notify the Contracting Officer in sufficient time to put the contractor on notice to avoid losing the Government's right to exercise an option unilaterally? _____

15. Are you leaving GCMC within three months? If so, have you notified the Contracting Officer and has a replacement been trained and nominated? _____

16. Do you have any technical and/or administrative assistance? If yes, have the names and phone numbers been passed on to the Contracting Officer or Contractor? _____

17. Do conflicts exist between you and any Contractor personnel? _____

18. Does your file include copies of Assessments, NSPS performance reviews and file reviews conducted by the Contracting Officer, copies of any written notifications from the Contracting Officer to your functional area Supervisor, and copies of the checklists used by the Contracting Officer in conducting COR file reviews? _____

19. Are there any corrective actions still pending since the previous COR file review?
If so, please describe the pending items and the measures being taken to correct them.

Contracting Officer’s File Inspection Checklist

1. Does the COR have the mandatory DSCA COR objective in his/her annual performance plan? _____

2. Has the COR filed the required financial and employment disclosure reports? (OGE 450) _____

3. Is the COR training current? If so, how were the minimum DSCA training requirements met? Are the training certificates on file? If not, how will the training requirements be met and what are the target completion dates? _____

4. Has the COR completed annual ethics training? Is the training certificate on file? _____
5. Does the COR have a separate, current file for each contract? _____

6. Does the COR have all relevant addresses and telephone and fax numbers for the KO, Contractor and Finance Office? _____

7. Is there evidence that the COR prepares a “Memorandum for Record (MFR)” no later than one business day after a significant meeting or discussions with the contractor or the contracting officer, including telephone conversations and trip reports? _____

8. Does the COR clearly index all documents and file by group, in chronological order in a suitable folder? _____

9. Is there evidence that the COR forwards to the Contracting Officer any sensitive correspondence received from the contractor? _____

10. Is there evidence that the COR sends copies of all sensitive correspondence he/she prepares to the Contracting Officer? _____

11. Does the COR sign all correspondence pertaining to this contract as “COR”? _____

12. Is the contract number clearly marked on all documents sent to the Contracting Officer? _____

13. Upon completion of the contract, did the COR forward the COR file to the Contracting Officer for retention in the official contract file? _____

14. Does the COR file contain a copy of the contract, including all orders and contract modifications? _____

15. Does the COR file contain a Notice of Award or Notice to Proceed? _____

16. Does the file contain minutes of the post award conference and all meetings and with the contractor, including the identity of persons present, dates, matters discussed, and actions taken? _____

17. Does the COR file contain a list of all applicable regulations? (Note: This may be accomplished by keeping a copy of the contract in the file if all applicable regulations are referenced in the contract.) _____

18. Does the COR file contain approved and accepted plans that have been signed and dated by the accepting official?

Quality Assurance Surveillance Plan _____

Quality Control Plan _____

Transition Plan _____

Strike Plan _____

Contractor's approved work plan _____

Contractor Quality Control Plan _____

Any other approved or accepted plans _____

19. Is there evidence the COR coordinated the necessary installation security requirements? _____

20. Does the COR file contain correspondence relating to contract performance?

Records of Meetings and Briefings _____

Synopses of telephone conversations with the Contractor _____

Documentation of on-site visit results _____

Data, reports, and other documentation furnished by the contractor, including COR's analysis and action taken _____

Approvals the COR has given to the contractor ([Note: these approvals may only be within the COR designated authority.](#)) _____

Interim and final technical reports or other products _____

Copies of any other data as may be required by the contract provisions _____

Any labor reviews and progress schedules approved by the Contracting Officer _____

21. Does the COR file contain records of inspections performed, to include:

Delinquency Reports _____

Documentation of acceptability/unacceptability of deliverables _____

Schedule of Inspections _____

DA FM 5477-R - Customer Complaints _____

DA FM 5479-R - Contract Discrepancy Report _____

Corrective actions taken and accepted _____

22. Is the frequency of inspections sufficient? _____

23. Does the COR file contain other contractor reports such as:

Resumes due to contractor employee changes _____

Past Performance Information Maintenance Systems (PPIMS) Evaluations _____

[\(Note: For recurring service contracts, are CPARs evaluations provided to the contracting office within 15 days of completion of each period of performance?\)](#) _____

24. Does the COR maintain files concerning contract funding and payment such as:

Maintain a payment register/payment log that tracks all payments by the Government to ensure that expenditures do not exceed money available. _____

How are translation page assignments tracked to ensure quantities are not exceeded? _____

Ensure that invoices are forwarded **to the budget office** as they are processed? _____

Maintain copies of all contractor invoices/receipt documents (DD Form 250s) processed with all supporting documents. _____

25. Does the COR properly stamp invoices with date of receipt? _____

26. Does the COR check services invoiced against actual performance in accordance with the QASP? _____

27. Does the COR properly certify and forward invoices and receiving reports to the Paying Office in a timely manner? _____ [\(Note: The COR is required to forward invoices to the Paying Office within 5 working days of acceptance of the goods/services.\)](#)

28. Do the COR files indicate when invoices were forwarded to the Paying Office? _____

29. Does the COR take prompt action to notify the Contractor of invoice discrepancies? _____ [\(Note: The COR is required to give notice of such discrepancies to the Contractor within 7 days of receipt.\)](#)

30. Does the COR properly forward recommendations for deductions through the Contracting Officer? _____

31. Does the COR follow-up with the Paying Office to ensure that submitted documents were received for processing? _____

32. Does the COR maintain an inventory list of all government owned property? _____

33. Does the COR take an inventory of government owned property on the contract at least annually if Government furnished property is applicable? _____

34. If the contract contains an option clause, does the COR understand his/her duties hereunder? _____

35. Does the COR provide timely input to the contracting office regarding exercise of the option? [\(Note: Does the COR have a reminders in place to ensure he/she notifies the contracting office of his/her intent to exercise options at least 90 days before the current period expires?\)](#) _____

36. Was the Contracting Officer notified in a timely manner of conditions preventing contractor performance? _____

37. Was the Contracting Officer notified in a timely manner orally or in writing of all failures to meet performance dates? _____

38. Are all incidents of unsatisfactory performance, to include circumstances, names, places, and time, documented? _____

39. Are Government-caused delays and reasons for delay recorded in writing, to include start and end dates? _____

40. Did the COR retain records that pertain to unsettled claims, open investigations, cases under litigation, or similar matters until final clearance or settlement, even if retention of these records exceeds the period required under FAR 4.8? Remember e-mails are legal documents. _____

41. Was all correspondence in a foreign language translated into English at the Contractor's expense? _____

42. Does the COR file contain COR Assessments by the Contracting Officer to include the checklist used by the contracting officer in conducting COR reviews? _____

43. Has the COR taken any action deemed inappropriate or outside his/her authority? _____

44. For BPAs with External Ordering Officers: How are purchases made and recorded? Is there evidence of funds before purchases are made? Is market research current to support no other vendors are available to support requirements? _____

45 Is follow-up action required? If so, describe and include date of a follow-up appointment. _____

I hereby certify I understand the findings and corrective actions necessary that resulted from this visit.

NAME OF COR
SIGNATURE OF COR

DATE

Attachment 8 – Sample COR File Inspection Report

(Insert Date)

(Insert Office Symbol)

MEMORANDUM FOR MR./MS. (**INSERT COR NAME**)

Subject: ANNUAL COR FILE INSPECTION; FINDINGS AND RECOMMENDATIONS

1. Pursuant to DFARS 252.201-7000, and as prescribed in 201.602-70, you are designated as the Contracting Officer's Representative (COR) in administration of the following contracts:

Insert Contract Number(s)	Insert Contractor Name
Insert Contract Number(s)	Insert Contractor Name
Insert Contract Number(s)	Insert Contractor Name
Insert Contract Number(s)	Insert Contractor Name
Insert Contract Number(s)	Insert Contractor Name
Insert Contract Number(s)	Insert Contractor Name
Insert Contract Number(s)	Insert Contractor Name
Insert Contract Number(s)	Insert Contractor Name
Insert Contract Number(s)	Insert Contractor Name
Insert Contract Number(s)	Insert Contractor Name
Insert Contract Number(s)	Insert Contractor Name
Insert Contract Number(s)	Insert Contractor Name
Insert Contract Number(s)	Insert Contractor Name
Insert Contract Number(s)	Insert Contractor Name
Insert Contract Number(s)	Insert Contractor Name

2. You are required to maintain adequate records to sufficiently describe the performance of your duties as a COR during the life of each contract and to dispose of such records as directed by the Contracting Officer. A COR File Inspection was conducted by **(insert name)** at **(insert location)** on **(insert dates)**. The following key items were noted during the inspection and recommendations for corrective actions follow each finding.

3. The inspection team reviewed the COR files in accordance with a previously provided COR file inspection checklist in an effort to ensure records are adequately

maintained. The overall impression of your COR file keeping is **(positive/negative)** with **(only a few/several)** areas that require corrective action.

(Note: The following language is intended to be a sample only. The report is intended to highlight the deficient areas as noted during the inspection and provide the associated corrective action.)

(a) **COR Appointment Letter.** (Sample: A copy of the letter of appointment from the Contracting Officer, a copy of any changes to that letter, and a copy of any termination letter was placed in every active COR file. Additionally, the letter has been signed/acknowledged by the COR and the Contractor.)

Corrective Action:

(b) **COR Training.** (Sample: Ms. Doe was trained as COR on 17 March 2010 and she completed annual ethics training on 15 November 2009. However, copies of these certificates were not present in the COR files. *What corrective actions are in place to ensure the minimum training requirements are met as soon as possible?*)

Corrective Action: (Sample: Recommend the COR maintain the certificate of completion of annual ethics training in hard copy and all COR training in a master COR file easily identified with all other hard copy contract files.)

(c) **COR Job Objective.**

Corrective Action:

(d) **Alternate COR/Ordering Officer Appointment.** (Sample: There are currently no back-ups identified to perform duties as COR for the administrative portion (i.e., processing invoices, coordinating base access and computer access for contractors). Additionally, the inspection determined Mr. Smith and Ms. Name were performing the technical duties described in the COR appointment letter for all contracts except the ___ contract (XX-X-XXXX). However, neither individual had completed the required COR training at the time of the inspection.)

Corrective Action: (Sample: Recommend the requiring activity nominate an individual to serve as the back-up to Ms. Doe in the event of an extended absence. Additionally, recommend Mr. Smith and Ms. Name immediately complete the on-line COR training course and apply for COR appointment for the appropriate active contracts. Recommend Ms. Doe's COR appointment for these contracts be terminated and, rather, she be appointed as an alternate COR in the event of an extended absence by Mr. Smith or Ms. Name. *What corrective actions are in place to ensure they meet the 40-hour training requirement as soon as possible?*)

(e) **Alternate COR/Ordering Officer Training.** (Sample: *Has the ACOR been nominated/appointed/properly trained? Has the acknowledgment of this appointment been received by the ACOR and Contractor? Are any authorized Ordering Officers / Alternate Ordering Officers identified? How are they appointed and have they had any contracts/COR training to assist in performing this function?*)

Corrective Action:

(f) **COR Files.** (Sample: It was determined that all files clearly index all documents by group, in chronological order, and files are kept in suitable folders with a clear structure and maintained similar to one another. The COR files contain a copy of the contract or the appropriate part of the contract and all contract modifications. Where applicable, files included copies of task orders. The COR files also contain a Notice of Award or Notice to Proceed letter as well as option letters. The files include copies of all invoices and payment records as well as the Receiving Reports that are generated by Ms. Doe. Upon completion of the contract, COR files were forwarded to the Contracting Officer for retention in the official contract file and to signify the contract is eligible for close-out.)

Corrective Action:

(g) **Correspondence.** (Sample: There were no “Memorandums for Record (MFR)” in the COR files. We discussed that in the event of a significant meeting or discussions with a Contractor, these memos should be prepared not later than one business day after such an event. Some correspondence, reports, findings, recommendations, and other documents were not signed using the COR’s name, job title followed by the words, “Contracting Officer’s Representative (COR).” It was noted that some correspondence in the COR file was not in English.)

Corrective Action: (Sample: MFR’s should be completed and placed in the contract files and the COR shall use the title COR when signing contract related documents. All correspondence placed in the COR files shall be in English. If there are foreign language documents, these shall be translated into English at the Contractor’s expense.)

(h) **Payment Logs.** (Sample: The files include copies of all invoices and payment records as well as the Receiving Reports that are generated by Ms. Doe. *Is the log structured to help the COR ensure invoices are processed in a timely manner and that duplicate payments or overpayments do not occur?*)

Corrective Action:

(i) **Invoices.** (Sample: *Does the COR have a date stamp to ensure proper stamping of invoices upon receipt?* The COR currently prepares all invoices for the contractors and signs the Receiving Reports.)

Corrective Action: (Sample: It is the responsibility of the contractor to submit a proper invoice to the COR. The COR should not prepare invoices for the contractors. This could create unnecessary problems for the Government if there is a delay in payment with DFAS due to an improper invoice and it was determined that Government Official prepared the invoice.)

(j) **Call Logs.** (Sample: *How are Calls issued outside of PD2 recorded by the Ordering Officer? Is it evident from the files that sufficient funds were available BEFORE the call was placed?*)

Corrective Action:

(k) **Quality Assurance.** (Sample: The COR files contain a copy of a quality assurance (QA) surveillance plan and inspections appear to be conducted at the frequency and manner specified in the Plan.)

Corrective Action:

(l) **Deliverables.** (Sample: *Are there any deliverables required under the contract? If so, are they in the COR file and is there evidence that they were received in a timely manner?*)

Corrective Action:

(m) **Past Performance Evaluations.** (Sample: The COR files only contain what is sent to Ms. Doe from Mr. Smith and Ms. Name and so far, that has not been much. Ms. Doe is not seeing Performance Evaluations, which are supposed to be completed after each class by Ms. Name and Mr. Smith. The Performance Evaluations are done through end of class surveys submitted by the students. The raw data for the end of class review by Ms. Name and Mr. Smith is kept in a central location with the administrative assistant. Generally the students reference their classes and teacher names, but not having done so has been a problem. *Are the Contractor Performance Assessment Reports in the file? Is there any other student/customer feedback regarding the KTR's performance in the file? Has the COR notified the Contracting Office of performance issues to allow us to take corrective actions as necessary? Were performance evaluations completed within 15 days of the completion of the period(s) of performance under the contract?*)

Corrective action: (Sample: The requiring activity should implement a process to ensure accurate reporting after end of class reviews, to include ensuring the data from the students is useful and lists the teacher's name. Raw data – student surveys – as well as resulting reports from Mr. Smith and Ms. Name shall be placed in the COR files for a historical record.)

(n) **Government Furnished Property.** (Sample: The COR does not currently maintain an inventory list of all government furnished property/equipment. The administrative assistant is the hand receipt holder. He maintains the inventory once a year per regulation. There are no such copies in the COR files.)

Corrective Action: (Sample: Recommend the COR place copies of the updated annual inventory in the COR files and submit a request for modification to the contract, as necessary to update any inventory listed in the contract.)

(o) **Options.** (Sample: The COR has a system in place to ensure he/she is reminded to notify the Contracting Office of his/her intent to exercise an option at least 90 days prior to the expiration of the contract.)

Corrective Action: (Sample: The COR shall create a tickler that triggers her to submit the required paperwork to the Contracting Office at least 90 days in advance of the expiration of the contract. The initial paperwork shall include a confirmation of the

intent to exercise the option, documentation that an informal market survey was conducted to ensure the option prices are still fair and reasonable, and a statement that the contractor is performing in a satisfactory or better manner. The ASR document shall be submitted to the Contracting Officer at least 30 days prior to the expiration of the contract to allow timely execution of the option. A performance evaluation shall be submitted to the Contracting Office within 15 days of the completion of the period of performance. All documentation shall be maintained in the COR's folder.)

(p) **Contractor's On-Site Work Space.** (Sample: *Does the KTR's on-site office identify him/her as a Contractor?*)

Corrective Action:

(q) **Violations.** (Sample: *Has the COR taken any action(s) deemed outside the scope of his/her authority?*)

Corrective Action:

(r) **Suggested Training.** (Sample: *Is there any specific training that the COR feels he/she needs to better perform COR duties?*)

Corrective Action:

4. You are required to acknowledge receipt of this letter and return a signed copy to me. Your signature also serves as certification that you have read and understood the findings and are taking steps for corrective action identified in this letter. We recommend corrective action be completed no later than (**insert number**) days from the date of this letter. The original copy of this letter should be retained for your file.

NAME
Contracting Officer

Copy to:
COR Supervisor

Acknowledged by:

NAME OF COR

Date

Attachment 9 - Sample Checklist for COR File Content

As a Contracting Officer's Representative (COR) you are required to maintain adequate records to sufficiently document the performance of your duties as COR during the life of a contract, and forward such records to the Contracting Officer at the completion of the contract. To assist you in this effort, the following File Format Checklist was developed to assist you in your record keeping. The intent of this checklist is to facilitate the processing of all COR actions, assure file requirements are not inadvertently overlooked; present a professional work format; and effectuate a more expeditious review of COR files.

The checklist may be used in folders, notebooks, or other resources that consolidate the required information. Some contracts are larger and may require additional folders. Additional folders, if required, should be numbered (i.e., 1 of 3).

Attachment 10 – Request for Ratification of Unauthorized Commitment

**REQUEST FOR RATIFICATION
OF UNAUTHORIZED COMMITMENT (UC)**

Value of UC (\$):

Contractor Name):

For (Supplies/Services):

Date of UC:

Committing Activity/Unit:

PART I -DESCRIPTION OF COMMITMENT AND UNIT COMMANDER'S REVIEW

AUTHORITY: FEDERAL ACQUISITION REGULATION (FAR) 1.602-3

The individual making the unauthorized commitment shall complete items 1 through 4 of Part 1, Section A, provide the required documentation, sign, date, and forward the file to the Directorate Chief for completion of Part 1, Section B. The complete file will be returned to the Contracting Officer. All items must be completed in detail.

SECTION A - COMMITMENT CIRCUMSTANCES

(Completed by individual who made the unauthorized commitment.)

- 1. Statement describing circumstances.**

- 2. Explain why normal procurement procedures were not followed.**

- 3. Describe BONA FIDE government requirement necessitating the commitment and benefits received as a result.**

4. List and attach all relevant documents (include orders, invoices, and other evidence of the transaction).

**Name and title of individual who made
unauthorized commitment**

Signature

Date

PART I - SECTION B - UNIT COMMANDER'S REVIEW

(Completed by the Directorate Chief - complete items 1 through 4 (or item 5, if applicable))

1. I have reviewed Section A above and verify that the information is accurate and complete; and I

Concur with contractual ratification Do not concur

2. Describe attempts to resolve unauthorized commitment prior to requesting ratification (such as returning merchandise, individual paying from personal funds, etc.)

3. Describe any disciplinary action taken (or furnish an explanation of why no disciplinary action was considered necessary).

4. Describe action taken to prevent recurrence of unauthorized act.

5. Explain nonconcurrence (if applicable).

6. Provide a complete purchase description, funding for ratification, and certified original invoice. (Execute and attach Administrative Service Request, DD 1262. The ASR must be attached to process as a ratification action.)

Directorate Chief Name
Title, Organization

Signature

Date

When completed return the package to the Contracting Officer.

PART II - ASSIGNMENT OF CONTRACTING OFFICER

The proposed ratification is hereby assigned for processing to: (Insert name of Contracting Officer.)

PART III - CONTRACTING OFFICER'S REVIEW

(Completed by Contracting Officer)

The Contracting Officer designated in Part II shall review the file and proceed as follows:

1. Determine the adequacy of all facts, records, and documents furnished and obtain any additional material required.
2. Obtain an opinion from Legal Counsel as to whether the acquisition is ratifiable, whether the matter should be processed under FAR and DoD FAR Supplement Part 250 (Public Law 85-804), processed as a claim, or otherwise handled.
3. State whether the price involved is considered fair and reasonable and indicate how that determination was made.
4. Determine that sufficient funds are available to pay for the acquisition.
5. Prepare a summary statement of facts addressing the foregoing. The statement is to include a recommendation as to whether the transaction should be ratified stating the reasons therefore. Advice against the ratification should include a recommendation as to whether the matter should be processed under FAR Part 50 and DFARS Part 250 (Public Law 85-804), as a claim, or in some other appropriate way. (If more space is required, attach additional sheets as necessary.)

NAME/GRADE
Contracting Officer

Signature

Date

PART IV - LEGAL REVIEW AND FINAL DISPOSITION
SECTION A

(Completed by Legal Counsel)

Determine whether the acquisition is ratifiable, whether the matter should be processed under FAR AND DOD FAR Supplement PART 250 (Public Law 85-804), as a claim, or recommend other appropriate disposition. (Return to Contracting Officer for final disposition.)

Name/Rank
Title/Organization

Signature

Date

SECTION B

(Completed by Contracting Officer if delegated authority up to \$10K)

Based on the foregoing determination, request for approval of unauthorized commitment is:

- Approved (Issue Purchase Order)
- Disapproved

Name
Title/Organization

Signature

Date

SECTION B

(Completed by Head of the Contracting Activity, DSCA over \$10K)

Based on the foregoing determination, request for approval of unauthorized commitment is:

- Approved (Issue Purchase Order)
- Disapproved

Ann Cataldo
Director of Business Operations, DSCA
Head of the Contracting Activity

Signature

Date

Attachment 11 - Pre-performance Conference Checklist and Agenda

CONTRACT NUMBER: _____

DESCRIPTION OF SERVICE: _____

GOVERNMENT REPRESENTATIVE CONDUCTING THE CONFERENCE: _____

(The following items are recommended, but not mandatory. Delete or modify as applicable to your contract.)

___ **SCHEDULE PRE-PERFORMANCE CONFERENCE**

___ Invite Contracting Officer, customer, COR, contractor, Security, Environmental, Fire Department, Safety Office, and others as necessary

___ Reserve conference room or appropriate meeting place

___ **CHAIN OF COMMAND**

___ Identify the Chain of Command for this contract

___ **CONTRACT INFORMATION**

___ Government contractual and modification authority

___ Contract award amount

___ Subcontracting Plan is/is not required

___ Contractor's Quality Control Plan (QC Plan) due date

___ Start date and completion date

___ Insurance requirements (Verify expiration date)

___ Contractor's work schedule due date

___ Records and reports required due date

___ Contractor's daily report due by time

___ List of required submittals, CDRLs with reference and when due

___ The Government's and Contractor's working hours

___ Government Furnished Property, Equipment, Materials and/or Spaces

CONTRACT PRE-PERFORMANCE CONFERENCE CHECKLIST

Continued...

- _____ Parking availability
- _____ Provisions for providing utilities
- _____ Contract Verification System (CVS) (Post Accessibility)
- _____ Warranty of services or construction
- _____ Safety provisions and requirements
- _____ Security requirements
- _____ Road closures
- _____ Department of Labor wage provisions
- _____ Invoice submission and payment (WAWF and DD 250s)
- _____ Special provisions/conditions

_____ **EMERGENCY INFORMATION**

- _____ Local Fire, Police, Dispensary information and phone numbers

_____ **DISTRIBUTION OF COMPLETED PRE-PERFORMANCE CONFERENCE AGENDA**

- _____ The Pre-Performance Conference Agenda serves as pre-performance conference meeting minutes.
- _____ The Official Pre-Performance Conference Agenda is signed by the Contractor and the Contracting Officer (KO).
- _____ Copies of the Pre-Performance Conference Agenda will be provided to the Contractor, Contracting Officer Representative (COR), and other participants as necessary.
- _____ Original signed copy of the Pre-Performance Conference Agenda will be placed in the official contract file.

PRE-PERFORMANCE CONFERENCE AGENDA

Contract Number: _____

Title/Service: _____

Contractor Name: _____

Award Amount of Contract: \$_____.

1. On _____ at _____ hours, a pre-performance conference was held in Building _____, Room _____, at _____. Pre-performance conference details will not change the contract. Attendees were:

NAME	ACTIVITY/TITLE	PHONE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Government / Contracting Team:

a. The KO and/or contract specialist is responsible for post award administration. The contract specialist is _____ at the time of this conference. These appointments are subject to change at any time.

b. The KO is responsible for ensuring that the requirements of this contract are met. The KO at the time of this conference is _____. This appointment is subject to change at any time.

c. The COR(s) is / are responsible for the actual inspection and documentation of the contractor's work. The COR is _____ at the time of this conference. These appointments are subject to change at any time.

d. The Government-POC for calls after normal working hours is _____ at phone number _____. These appointments are subject to change at any time with proper notification to the contractor.

3. Contractor Team:

Supervision by the Contractor is a contract requirement. The contractor is expected to be aware of the status of all work required, to review the performance of his employees and subcontractors and to inspect their work prior to considering it complete and ready for inspection by the Government. The following persons will be responsible for supervision by the contractor and for contact with the COR, contract specialist, or KO concerning work progress:

POSITION	NAME	PHONE
Superintendent	_____	(W) _____
Supervisor	_____	(W) _____
CQC Representative	_____	(W) _____

Contractor's Emergency Telephone Number: _____

Contractor's Emergency Point of Contact: _____

4. The details of the scope of work were provided by _____.
The following issues were addressed: _____

5. Prime/Subcontractors:

a. Federal Acquisition Regulations require that the Government conduct business with the prime Contractor and not subcontractors. All those assigned by the Contractor to represent him on this contract **MUST** be employees of the prime Contractor.

b. The prime Contractor shall provide a listing of all key personnel of the prime and all subcontractors. The list(s) shall include the employee's name, social security number, address and telephone number and shall be submitted as soon after award as possible and **BEFORE WORK COMMENCES**.

c. If a subcontracting plan was required by the contract, the Contractor shall submit an original and two copies of the completed SF 294 and SF 295 to the contract specialist semiannually no later than April 25 and October 25.

6. Problems/Changes:

a. All problems encountered by the Contractor shall be first referred to the COR. The COR has the authority to see that work is completed within the requirements of the plans, drawings and specifications, but **NO** authority for change orders affecting time, price, methods, or procedures. **The Contractor is advised to**

accept no instructions or directions from anyone other than the KO. Requests for equitable adjustments shall be made in writing to the KO.

b. The KO shall be informed in writing of any changes that need to be made to the contract before a modification is issued.

c. Section _____, Paragraph _____, of the PWS addresses the **Quality Control PROGRAM REQUIREMENTS**. Inspection by the Government **does NOT** relieve the Contractor of this responsibility. Repeated instances of unsatisfactory or non-performed work will be regarded as evidence that the Contractor is not providing the required Supervision and or Contractor Quality Control. When this occurs, it will be reflected in the Contractor's Performance Evaluation.

d. The contractor shall submit a **Contractor's Quality Control Plan (QC Plan)** _____ days after award and before work commences.

e. The following Contractor personnel are **AUTHORIZED TO NEGOTIATE AND TO SIGN CHANGE ORDERS** obligating the Contractor:

NAME	POSITION
_____	_____
_____	_____
_____	_____

7. Dates/Time:

a. The award date was _____. [The Contractor will commence work upon receipt and approval of Certificates of Insurance.] The contract start date is _____ with completion on _____.

(If the pre-performance conference is for a task order, substitute the following).
The task order start date is _____ and the completion date is _____.

b. A work schedule **is / isn't** required. It must be received and approved by the KO before work commences, if applicable. Annual and Monthly schedules **are / aren't** required.

c. All samples and required submittals must be in the proper format and **received and approved** by the KO before work commences.

d. The contract requires the Contractor to maintain records and reports that will be turned over to the Government within **(time period specified in the contract)** after contract completion.

e. No Government material or equipment shall be removed from a Government Installation/Post without written authorization by the COR unless otherwise stated in the contract.

f. Daily (**time as specified in the contract**) reports to the COR of work accomplished by the Contractor must be received by the government by (**time as specified in the contract**) on the workday following the day the work was accomplished. One Daily Report per job in progress is required. Additionally, the Contractor shall notify the COR when **and where they are working each day no later than 8:00 am**. If this requirement is not complied with, it will also be reflected in the Contractor's Performance Evaluation.

g. The following checked items are reports/submittals required from the contractor.

CHECKED IF REQUIRED	REPORT OR SUBMITTAL	REFERENCE	WHEN REQUIRED
	a. Performance Bond		
	b. Payment Bond		
	c. Certificate of Insurance		
	d. Monthly Work Schedule		
	e. Start-up Work Schedule		
	f. Material Submittals		
	g. Safety Plan		
	h. Environmental Plan		
	i. QC Plan		Before work starts
	j. Collective Bargaining Agreement		
	k. Certification that all employees are U.S. citizens		
	l. Report to COR/inspector		As specified in contract
	m. Monthly Incomplete Work List		
	n. Damage Report		24 hrs. of occurrence)
	o. Notification of Accident and Written Accident Report		Within 24 hrs. of occurrence
	p. Material Inventory		
	q. Invoice and Supporting Forms		
	r. Disposal		
	s. Equipment Submittal		
	t. Contractor Hazardous Waste Minimization Certification		
	u. Written request for road/land closure		
	v. Written request for utility outage		
	w. Subcontracting Plan		
	x. Warranty		

h. The Contractor's normal working hours will be _____ a.m. to _____ p.m. Monday thru Friday. The Contractor will NOT normally work on Saturdays, Sundays, or holidays. The contract **requires _____ hours advance notice for work on Saturdays, Sundays or holidays.** If the Contractor chooses to work outside normal working hours, he must submit an application to the KO for approval.

i. Contractor Furnished Items includes all items necessary to perform the work.

j. All work stoppages must be coordinated to ensure the safety of personnel and to prevent damage to equipment. The contractor shall submit a request for stoppages in accordance with the contract.

k. Warranty of Services or Construction: The Contractor warrants that all services performed under this contract will be free from defects in workmanship and conform to the requirements of this contract. The Contractor will be given written notice of any defect or nonconformance within _____ **(As specified in the contract, e.g., “within 30 days from the date of acceptance by the Government.”)**

8. The Contractor **may/may not** store materials, supplies or equipment on-site at a specified location as approved by each customer activity and as conveyed by the COR. The Contractor is reminded that he is responsible for theft prevention, damage, etc., as specified in the contract. **Special Notes: Material Safety Data Sheets are required for any cleaners, solvents, adhesives, etc. that the Contractor may need to use under the performance of this contract.**

9. Parking is available on-site at a specified location only when approved by the Customer Activity and as conveyed by the COR. The Contractor was informed to obtain vehicle passes.

10. Utilities available at existing outlets **will / will not** be provided under the terms and conditions of the subject contract. If provided, utilities will be limited to electric service and water service.

11. Safety:

a. Safety was discussed by _____. The following concerns and/or provisions were addressed: _____

b. The Contractor shall submit a Contractor’s Safety Plan per the terms of the contract for approval by the Government’s representative as applicable.

c. The COR has the authority to **STOP WORK IF UNSAFE CONDITIONS** are observed. This authority is limited to potentially hazardous conditions.

d. The Occupational Safety and Health Administration (OSHA) may at any time inspect the work site for violations of the Occupational Safety and Health Act.

e. The Contractor must make First Aid and medical arrangements. Only severe personal injuries will be treated at the Dispensary/Hospital. The contractor must have First Aide kits on each work site.

f. Emergency telephone numbers: (Must be posted at job site as applicable):

Any Emergency (FIRE-MEDICAL-POLICE) _____

Maintenance Emergency (Trouble Desk) _____

g. There are many **POTENTIALLY HAZARDOUS CHEMICALS OR MATERIALS** present at the Installation which, unless properly controlled, could present safety and health problems as well as environmental detriment. Indications of such chemicals or materials range from the visual appearance of abrasive sandblasting to the distinctive odor of many solvents. The major types present include solvents, paints, refrigerants, such as freon, compressed gasses, acids, caustics, fuels, lubricants (oils), coolants, electroplating chemicals, electrical insulating fluids, abrasive blasting dusts, adhesives and resins, hydraulic fluids, toxic metals, such as lead, silica and fibrous materials, such as asbestos. In addition, unventilated confined spaces also present a special problem. Containers of potentially hazardous chemicals normally bear manufacturer's labeling which identified the chemical and its manufacturer and provides appropriate hazard warnings.

12. The following special provisions and/or conditions were discussed: _____

13. Security:

a. The Government will issue badges without charge. Each employee shall wear the Government issued badge over the front of outer clothing. When an employee leaves the Contractor's service, the employee's pass and badge shall be returned within two days. Passes and badges issued to Contractor employees shall not negate the requirement for employee identification required in the "IDENTIFICATION OF CONTRACTOR EMPLOYEES" paragraph of the contract. **(Site specific badge requirements can be added here if necessary.)**

b. The Contractor may not block roads, streets, parking areas, sidewalks, etc., without prior approval. A road closure request must be submitted anytime a road/lane closure is contemplated. The approval process for a road/lane closure requires at least fifteen calendar days to complete.

c. Job Site Security was addressed by _____.

The following concerns and/or provisions were discussed: _____

14. Labor Relations: (Delete items that do not apply to this contract.)

a. Labor Relations were discussed by _____.

b. The following items were discussed.

- (1) Service Contract Act of 1965, As amended May 1989
- (2) Wage Determination No. _____, Rev. _____ dated _____
- (3) Equal Employment Act

15. Payment of Invoices:

a. Prior to submission, invoices should be discussed with the COR to eliminate any inconsistencies or discrepancies and thereby expedite payments. There may be a requirement to initiate and submit a receiving report using **Wide Area Workflow (WAWF)**. WAWF submits the same information that would otherwise be submitted in a paper DD 250. The WAWF system must contain an invoice associated with the receiving report for DFAS to approve payment.

b. Invoices must be submitted on the Contractor's letterhead or the Contractor's invoice on a monthly basis to the following address:

c. Modifications are executed as formal changes to the contract and specify the price change, which should be invoiced according to the contract terms (i.e. monthly, quarterly, completion of work issued, etc.).

d. Invoice submitted shall be labeled as "ORIGINAL INVOICE" and shall contain the following information:

- Contractor's Name & Address that matches the award document
- Contract number and contract title that matches the award document
- Date(s) of service (From... To...)
- Net Amount Due

e. Payment can usually be expected within 30 days after receipt and will be paid by the following finance office:

16. The Government discussed the following additional points:

FAR 52.203-3 GRATUITIES (APR 1984)

(a) The right of the contractor to proceed may be terminated by written notice

if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent or another representative:

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an offer, Official or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract of favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (2) above, the Government is entitled:

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than three nor more than 10 times the cost incurred by the contractor in giving gratuities to the person concerned, as described by the agency head or a designee. (This subparagraph (c) (2) is applicable only if the contract uses money appropriated by the Department of Defense.

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in any other rights and remedies provided by law or under this contract.

17. ADDITIONAL POINTS DISCUSSED BY GOVERNMENT:

18. ADDITIONAL POINTS DISCUSSED BY CONTRACTOR:

It is understood that this is not the contract and that only the terms of the contract are binding. This is a general statement of topics pertaining to the contract that were discussed to ensure a mutual understanding between the Government and Contractor.

A COPY WAS RECEIVED THIS _____ DAY OF _____.

CONTRACTOR'S REPRESENTATIVE

TITLE

CONTRACTING OFFICER

Copy to:
COR
(List others as applicable)

Attachment 12a – Sample Time-and-Material Contract Surveillance Plan

TIME-AND MATERIAL-CONTRACT SURVEILLANCE PLAN

1.0 SCOPE

The purpose of this surveillance plan is to provide the procedures necessary to monitor the performance of the XXX Contract. It provides detailed methods for identifying, recording and reporting deficiencies observed in the program.

2.0 FUNCTIONS SURVEYED

The functions surveyed are Technical, Schedule, Management and Cost requirements of each of the task orders which are issued under the contract. Overall performance on a task order basis will be reviewed monthly between the Contracting Officer's Representative (COR) and the Technical Expert and/or the task project leader. This contract is a indefinite delivery, indefinite quantity, time and material effort.

3.0 PROCEDURES

3.1 INSPECTION

The work performed under this contract will be inspected by two methods, 100% inspection of deliverables and feedback from Government task leaders and/or Technical Experts on each of the task orders. The following paragraphs describe the inspection process for each of the general categories of technical, schedule, management and cost performance measured against the task orders.

3.1.1 TECHNICAL

Technical performance will be evaluated on a real time basis and reviewed monthly through meetings between the COR, the Technical Expert and/or task project manager.

The Monthly Status Report from the contractor will serve as the trigger for this meeting. The Government task project leader will provide comments to the COR by the last day of each month for discussion between the COR and the contractor Project Manager.

The technical elements monitored under this contract vary with each delivery order. Factors that may be evaluated and monitored are as follows:

- Anticipation of Issues
- Adaptability to Change
- Response Time
- Technical Complexity of Response

- Support & Product Quality

3.1.2 SCHEDULE

The contractors' schedule performance is reviewed and evaluated by the Government task project leader on a task-by-task basis. Each month the task project leader will provide input to the COR by means of comments to the monthly status report. These inputs will be collected, analyzed and reviewed by the COR and the contractor Project Manager in the aforementioned meeting.

Although each delivery order has unique schedule requirements, there are two sub-items that are common to all delivery orders, Adaptability to Change and Response Time.

Various documents, studies and reports will be required on an as needed basis. Any document or data delivery required will undergo 100% inspection. The data items will be inspected in accordance with the instructions in the delivery order. Various technical engineering support required under any study will be monitored via customer complaints and comments to the Monthly Status Report. The COR will be responsible for seeing that any complaints are resolved in a timely manner

3.1.3 MANAGEMENT

Coordination between the Government task project leader and the contractor task project leader will ensure mutual understanding of requirements. Contractor staffing will be judiciously and responsively implemented to maximize resource utilization to satisfy task requirements. The Government task project leader through periodic interface with the contractor team members shall conduct a 100% inspection of resources provided.

Each Government task project leader shall provide the COR, on a monthly basis, an assessment of the contractors' ability to plan and implement staffing changes and provide the correct quantity and quality of resources, if deemed necessary. The COR and the contractor Project Manager shall review management topics at the monthly meetings. The management topics will be discussed on a delivery order basis. The topics are staffing assignments, responsiveness to staffing requirements, availability and quality of personnel.

3.1.4 COST

Successful completion of tasks within specified cost ceilings is a result of the comprehensive working relationship established between the Government and the contractor task project leaders. Providing the best value support to each task is the goal of this relationship. The task project leaders will conduct periodic meetings to ensure task expenditures coincide with work performed. This proactive approach to cost control will ensure all task objectives are met or exceeded within established budgets.

The task project leaders will provide the COR with a monthly assessment of delivery order cost control. The COR will provide the contractor Project Manager with

any concerns/comments. Delivery orders will be individually assessed on the effectiveness of control.

3.2 DOCUMENTS/REPORTING

A copy of the monthly status report shall be provided to the Contracting Officer. Issues and concerns that cannot be resolved at the working level or which impact on contractual requirements shall be reported to the Contracting Officer for resolution and contractual action.

Attachment 12b – Sample Quality Assurance Surveillance Plan

Note : In-process inspections shall not be used for commercial items unless it is customary commercial practices to do so. The use of in-process inspections for commercial item contracts shall be supported by market research.

**QUALITY ASSURANCE SURVEILLANCE PLAN
CONTRACT NO. _____**

The QASP is published separately and is not part of the contract. It is issued with the solicitation for informational purposes only. The QASP procedures can be changed unilaterally by the Government at any time. What cannot be changed without formal contract modification by the Contracting Officer is the Performance-based Matrix that contains the outcomes and associated standards to be surveilled. This matrix is identical to the matrix in the contract. Any modifications made to the matrix in the contract must be reflected in this QASP.

Acquisition Team Members Coordination & Review:

_____	Date: _____
Requiring Activity	
_____	Date: _____
Contracting Officer’s Representative (COR)	
_____	Date: _____
Contracting Officer (KO)	
_____	Date: _____
Contractor (After Award)	

Quality Assurance Surveillance Plan (QASP)

CAUTION!

“Authority” is a key concept in the successful surveillance of this contract. Contract authority is restricted to the Contracting Officer (KO). However, the KO normally has minor day to day involvement in the contract. The Contractor deals with the Contracting Officer’s Representative (COR). A significant problem can occur if the Contractor alleges it acted by direction of the COR and consequently the terms and conditions of the contract were changed.

The legal rule is that the Government is not bound by unauthorized acts of employees and the risk of dealing with unauthorized person falls on the Contractor. However, the Government may be bound if the Contractor can establish “implied authority,” i.e., the courts will decide if a reasonable person could assume that the Government employee had the authority to take action because it appears to be an integral part of duties assigned. To avoid implied authority problems, remember that the COR only has that actual authority contained in their letters of appointment.

The other area of concern is “imputed knowledge.” The KO is charged with knowledge that the COR has a duty to deliver to the KO. There is a legal principle that the nature of the relationship establishes a presumption that the authorized person will be informed. Examples: non-disclosure of information to the Contractor vital to performance but not normally available to Contractor, knowledge of additional work, potential claims, and differing interpretations of the contract.

Remember: Keep the KO informed of all significant contract activities.

1.0. Introduction.

1.1. This QASP:

- 1.1. Identifies the services and products that will be measured.
- 1.2. Establishes the responsibilities for assuring quality performance.
- 1.3. Provides for feedback to the Contractor regarding quality, quantity, and timeliness of the service outputs.

1.2. Since this is performance-based contract, the Government will validate in a timely manner the performance of the Contractor in meeting the required standards. This QASP provides a systematic surveillance method for the services, and describes the methodology by which the Contractor’s performance will be monitored.

1.3. This plan contains a Contractor Performance Assessment Report (CPAR) (Tab 1) to be utilized in documenting Contractor interim, annual, and post contract performance. The CPAR will be an additional device for motivating the Contractor on

the current contract. These reports will also become part of the electronic database ultimately consolidated under the Past Performance Information Retrieval System (PPIRS) for past performance evaluations for future contracts. The COR should use this form as the primary motivational tool to encourage high quality Contractor performance. The report will be generated yearly or more frequently if necessary to document positive or negative performance. The Contractor should understand that these reports will remain in a database for at least three years and will be available to all government agencies for source selection purposes.

1.4. The Contractor should understand that the top two ratings (Very Good and Exceptional) are only available if the Contractor exceeds the Government requirements at no additional cost to the Government. The COR will identify performance levels that may result in higher evaluation.

1.5. Definitions.

1.5.1. "Acquisition Team" consists of all participants in the contract including not only the Contracting Officer and COR, but also the customers they serve, and the Contractor who provides the products and services. The role of each member of the Acquisition Team is to exercise personal initiative and sound business judgment in providing the best value product or service to meet the customer's needs. All participants are responsible for making decisions that deliver the best value service to the customer. The result is a contract that works better and costs less.

1.5.2. "Contract quality requirements" means the technical requirements in the contract relating to the quality of the service and those contract clauses prescribing inspection, and other quality controls incumbent on the Contractor, to assure that the product or service conforms to the contractual requirements.

1.5.3. "Government contract quality assurance" means the various functions, including inspection, performed by the Government to determine whether a Contractor has fulfilled the contract obligations pertaining to quality and quantity.

1.5.4. "Major nonconformance" means a nonconformance that is likely to result in failure of a significant element of service or deliverable, or to materially reduce the usability of the deliverable or services for their intended purpose.

1.5.5. "Minor nonconformance" means a nonconformance that is not likely to materially reduce the usability of the deliverable or services for their intended purpose, or is a departure from established standards having little bearing on the effective use of the deliverable or services.

2.0. Method of Surveillance.

2.1. The Performance-based Matrix (Tab 2) lists the major services to be monitored and the standards to be applied. All Contractor performance is subject to inspection at any time.

2.2. This QASP is based on the premise that the Government desires to maintain a quality standard for required services.

2.3. The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance to ensure contract standards are achieved.

2.4. In this contract, the Contractor's inspection system (quality control program) is the basis for service quality. The Contractor is required to deliver only services that conform to or exceed the requirements of this contract.

3.0. Roles and Responsibilities of the Acquisition Team.

3.1. The Contracting Officer:

3.1.1. Oversees the Contractor's performance.

3.1.2. Monitors the Contractor's performance in the areas of contract compliance, contract management, and the resolution of all issues relative to the language of the contract.

3.1.2.1. Although the Contracting Officer has overall responsibility for overseeing the Contractor's performance, the Contracting Officer may delegate to the COR the responsibility for the day-to-day monitoring of the Contractor's performance in the areas of contract compliance, contract administration, property control; and reviewing the COR's and the customers' assessments of the Contractor's performance.

3.1.3. Resolves all differences between the Government's version and the Contractor's version of the contract language. The COR has no authority to interpret contract language.

3.2. The Contracting Officer is the:

3.2.1. SOLE authority for any decisions that produce an increase or decrease in the scope of the contract;

3.2.2. SOLE authority for any actions subject to the "Changes" clause;

3.2.3. SOLE authority for any decision rendered under the "Disputes" clause;

3.2.4. SOLE authority for negotiation modifications to the contract;

3.2.5. SOLE authority to approve the substitution or replacement of key personnel;

3.3. The COR:

3.3.1. Verifies that the Contractor fulfills the contract quality requirements.

3.3.2. Ensures that nonconformances are identified and establishes the significance of a nonconformance when considering the acceptability of deliverables or services which do not meet contract requirements.

- 3.3.3. Develops and applies efficient procedures for performing Government contract quality assurance actions under the contract in accordance with the written direction of the contracting office.
- 3.3.4. Performs all actions necessary to verify whether the deliverables or services conform to contract quality requirements.
- 3.3.5. Maintains, as part of the performance records of the contract, suitable records reflecting—
 - 3.3.5.1. The nature of Government contract quality assurance actions, including, when appropriate, the number of observations made and the number and type of defects; and
 - 3.3.5.2. Decisions regarding the acceptability of the products, the processes, and the requirements, as well as action to correct defects.
- 3.3.6. Implements any specific written instructions from the Contracting Officer.
- 3.3.7. Reports to the Contracting Officer any defects observed in contract quality requirements.
- 3.3.8. Recommends any changes necessary to the contract, specifications, instructions, or other requirements that will provide more effective operations or eliminate unnecessary costs.
- 3.3.9. Signs off on all invoices and documents the inspection and evaluation of the Contractor's performance.
- 3.3.10. Works closely with the customer and the Contractor to ensure good communication and resolve any problems not requiring the Contracting Officer's authority.
- 3.4. The Contractor. The Contractor is solely responsible for carrying out its obligations under the contract by—
 - 3.4.1. Controlling the quality of deliverables or services;
 - 3.4.2. Tendering to the Government for acceptance only those deliverables or services that conform to contract requirements;
 - 3.4.3. Ensuring that all subcontractors have an acceptable quality control system;
 - 3.4.4. Maintaining substantiating evidence, as required by the contract, that the deliverables or services conform to contract quality requirements, and furnishing such information to the Government as required.
 - 3.4.5. Providing and maintaining an inspection system or program for the control of quality. The control of quality by the Contractor may relate to, but is not limited to—

3.4.5.1. Establishing procedures and processes for services to ensure that services meet contract performance requirements.

3.4.5.2. Participating as a member of the acquisition team in the management of the contract.

3.4.5.3. Ensuring that non-conforming contract services are identified and corrected and the inspection system is revised to prevent recurrence.

3.4.5.4. Recommending any changes to the contract that will provide more effective operations or eliminate unnecessary costs.

4.0 Surveillance. The COR will evaluate the performance objectives through periodic inspections of the Contractor's performance during each service month. The COR will also solicit customer input to evaluate the Contractor's performance. The COR should record both positive and negative performance. The COR may use the CPAR form to record monthly observations since that is the form he/she will ultimately use for inputting into the database per the FAR requirement(s). The COR may choose to supplement this form with more tailored points of observation to reflect specific requirements. (Tab 3) There should be a relationship between the elements contained in the surveillance documents and the performance requirements and standards contained in the contract.

4.1. At a minimum, the following information must be included on the surveillance documentation:

4.1.1. Contract paragraph number referencing the requirement surveilled.

4.1.2. Short description of the requirement being surveilled.

4.1.3. Date, time, and location of surveillance.

4.1.4. Results of surveillance.

4.1.5. Signature of individual accomplishing the surveillance.

4.2. All performance will be documented, whether acceptable or unacceptable. When unacceptable performance is documented, the COR will take the following actions:

4.2.1. If Government actions or non-actions caused the unacceptable performance, take steps to prevent it in the future.

4.2.2. If the unacceptable performance was not caused by the Government, inform the Contractor's Quality Control representative of the unacceptable performance and the reasons why it is unacceptable.

4.2.3. If the Contractor wants to dispute the results of the surveillance, refer the Contractor to the Contracting Officer for resolution.

4.2.4. Performance will be determined unacceptable only after all contributing factors have been considered.

4.3. The Government reserves the right to periodically inspect all services and deliverables regardless of whether it is reflected on the Performance-based Matrix.

4.4. Monetary deductions are a remedy of last resort. If the Contractor can redo or perform the work within the contract schedule, then they should be permitted to do so. This would then constitute acceptable work. If the work cannot be re-performed within the contract schedule, then provide the Contracting Officer with a recommended deduction. Deductions should be calculated in the following manner:

4.4.1. Reduce the value of the contract price by the value of the work not performed. That is, recommend a deduction of the value of the labor required to have performed the task correctly.

4.4.2. Deduct the value of all your time spent handling the non-performance. Do not deduct the time it took to perform the original inspection. Do deduct the time spent plus travel for any re-inspection.

4.4.3. Deduct the value of the Contractor's non-performance of their proposed quality control effort. Normally, this will be the amount of time their inspection system stated would be devoted to checking the performance of this requirement.

4.5. Unless a safety issue is involved, do not direct Contractor employees to do any work or rework. Always notify the Contractor supervisor of the nonconformance(s). It is generally a good practice to conduct the inspection of the Contractor's work accompanied by the Contractor supervisor. This joint inspection should be unannounced.

4.6. Maintain a detailed record of all quality assurance performance to include all communications with the Contractor supervisor.

4.7. You are **not** the Contractor's primary inspector. The Contractor is responsible for assuring performance that meets the contract standards.

4.8. Keep the Contracting Officer over-informed. You can never provide the Contracting Officer with too much information. Documentation is essential for both inadequate as well as exceptional performance.

5.0. Standards. For fixed price contracts, the Government pays for results only. In this case, failure to meet a standard or meet any other contractual requirement constitutes breach of contract. The Government is entitled to consideration from the Contractor for failure to meet contract requirements.

Failure to meet a standard is unexcusable unless the Contractor can establish all three of the following:

1. The non-performance is not the Contractor's fault;
2. The cause of the non-performance or lateness was not reasonably foreseeable;
3. It was beyond the Contractor's control to anticipate the cause of the non-performance or lateness and take preemptive actions such as arranging backup suppliers, departing earlier for the worksite, or having fully qualified backup employees on call.

5.1. All work shall be performed in accordance with the contract. The COR will not consider the services complete until all unacceptable performance has been corrected.

5.2. The COR will recommend to the Contracting Officer whether the failure was a minor non-conformance or a major non-conformance. (Tab 4)

6.0. Procedures. The Government will inspect performance to ensure Contractor compliance and record results of inspection, noting the date and time of inspection.

6.1. Unacceptable performance and customer complaints shall be referred to the COR for investigation/validation. The COR will investigate/validate the unacceptable performance or customer complaint and notify the Contractor's Quality Control representative. The Contractor will be given a reasonable amount of time to correct the unacceptable performance and notify the COR that the nonconformance has been corrected. If nonconformances are not corrected, the COR will notify the Contracting Officer and recommend a course of action.

6.2 Nonconforming deliverables or services. (Tab 4)

6.2.1. The COR should reject deliverables or services not conforming in all respects to contract requirements. In those instances where deviation from this policy is found to be in the Government's interest, such deliverables or services may be accepted only as authorized by the Contracting Officer.

6.2.2. The Contracting Officer ordinarily must give the Contractor an opportunity to correct or replace nonconforming deliverables or services when this can be accomplished within the required delivery schedule. Correction or replacement must be without additional cost to the Government.

6.2.3. The Contracting Officer ordinarily must reject deliverables or services when the nonconformance is critical or major or the deliverables or services are otherwise incomplete. However, there may be circumstances (*e.g.*, reasons of economy or urgency) when the COR determines acceptance or conditional acceptance of deliverables or services is in the best interest of the Government.

6.2.4. The COR must make this determination based upon—

6.2.4.1. Advice of the customer that the deliverable or service will perform its intended purpose;

6.2.4.2. Information regarding the nature and extent of the nonconformance or otherwise incomplete deliverables or services;

6.2.4.3. A request from the Contractor for acceptance of the nonconforming or otherwise incomplete deliverables or services (if feasible);

6.2.4.4. A recommendation for acceptance, conditional acceptance, or rejection, with supporting rationale; and

6.2.4.5. The contract adjustment considered appropriate, including any adjustment offered by the Contractor.

6.2.5. Before making a decision to accept, the COR must obtain the concurrence of the activity responsible for the technical requirements of the contract.

6.2.6. If the nonconformance is minor, the Contracting Officer may make the decision to accept.

6.2.7. The COR must discourage the repeated tender of nonconforming deliverables or services, including those with only minor nonconformances, by appropriate action, such as rejection and documenting the Contractor's performance record.

6.2.8. When deliverables or services are accepted with major nonconformances, the Contracting Officer must modify the contract to provide for an equitable price reduction or other consideration. In the case of conditional acceptance, amounts withheld from payments generally should be at least sufficient to cover the estimated cost and related profit to correct nonconformances and complete unfinished work.

6.2.9. The COR must document in the contract file the basis for the amounts withheld. For services, the COR can consider identifying the value of the individual work requirements or tasks that may be subject to reduction. This value may be used to determine an equitable adjustment for nonconforming services.

6.2.10. Notices of rejection issued by the Contracting Officer must include the reasons for rejection and be furnished promptly to the Contractor. Promptness in giving this notice is essential because, if timely nature of rejection is not furnished, acceptance may in certain cases be implied as a matter of law. The notice will be in writing if—

6.2.10.1. The deliverables or services have been rejected;

6.2.10.2. The Contractor persists in offering nonconforming deliverables or services for acceptance; or

6.2.10.3. Delivery or performance was late without excusable cause.

7.0. Contract Performance Evaluation.

7.1. FAR 42.15, Contractor Performance Information, establishes the Government responsibility for recording and maintaining Contractor performance information. (Tab 5)

7.2. The CPAR form will be completed at least annually and more frequently if necessary to motivate or reward the Contractor. Check with the Contracting Officer if total contract amount is less than \$100,000.00.

Tab 1 Contractor Performance Assessment Report (CPAR)

CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR) -										SERVICES INFORMATION TECHNOLOGY OPERATIONS SUPPORT					
<i>(Source Selection Sensitive Information)(See FAR 3.104)</i>															
1. NAME/ADDRESS OF CONTRACTOR <i>(Division)</i>					2.		INITIAL		INTER-MEDIATE		FINAL REPORT		ADDENDUM		
					3. PERIOD OF PERFORMANCE BEING ASSESSED										
CAGE CODE			DUNS+4 NUMBER		4a. CONTRACT AND ORDER NUMBER				4b. DoD BUSINESS SECTOR & SUB-SECTOR						
FSC OR SERVICE CODE			SIC Code		5. CONTRACTING OFFICE (ORGANIZATION AND CODE)										
6. LOCATION OF CONTRACT PERFORMANCE <i>(If not in item 1)</i>					7a. CONTRACTING OFFICER				7b. PHONE NUMBER						
					8. CONTRACT AWARD DATE				9. CONTRACT COMPLETION DATE						
					10. N/A										
					11. AWARDED VALUE				12. CURRENT CONTRACT DOLLAR VALUE						
					13.			COMPETITIVE			NON-COMPETITIVE				
14. CONTRACT TYPE															
	FFP		FPI		FPR		CPFF		CPIF		CPAF		MIXED		OTHER
15. KEY SUBCONTRACTORS AND DESCRIPTION OF EFFORT PERFORMED															
16. PROGRAM TITLE AND PHASE OF ACQUISITION <i>(If applicable)</i>															
17. CONTRACT EFFORT DESCRIPTION <i>(Highlight key components, technologies and requirements; key milestone events and major modifications to contract during this period.)</i>															
										CURRENT RATING					
18. EVALUATE THE FOLLOWING AREAS				PAST Rating	Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional	N/A					
a. QUALITY OF PRODUCT OR SERVICE															
b. SCHEDULE															
c. COST CONTROL															
d. BUSINESS RELATIONS															
e. MANAGEMENT OF KEY PERSONNEL *															
f. OTHER AREAS															
(1)															
(2)															

FOR OFFICIAL USE ONLY *(When Filled In)*

Exceptional. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Note: To justify an **Exceptional** rating, you should identify multiple significant events in each category and state how it was a benefit to the GOVERNMENT. However a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.

Very Good. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Note: To justify a **Very Good** rating, you should identify a significant event in each category and state how it was a benefit to the GOVERNMENT. Also there should have been NO significant weaknesses identified.

Satisfactory. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Note: To justify a **Satisfactory** rating, there should have been only minor problems, or major problem the contractor recovered from without impact to the contract. Also there should have been NO significant weaknesses identified.

Marginal. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Note: To justify **Marginal** performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. A **Marginal** rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g. Management, Quality, Safety or Environmental Deficiency Report or letter).

Unsatisfactory. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Note: To justify an **Unsatisfactory** rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An **Unsatisfactory** rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. Management, Quality, Safety or Environmental Deficiency Reports, or letters).

Tab 2: Performance Based-Matrix:

Required End Result	Feature(s) of end result to be surveilled.	The required performance level for each feature.	Quality Assurance	Incentives/
<p>The Contractor shall_____.</p>	<p>SAMPLE</p> <p>Work Quality</p> <p>Continuity of service</p> <p>Compliance</p> <p>Accuracy</p> <p>Format</p> <p>Customer Service</p>	<p>SAMPLE</p> <p>100 percent of all work products technically correct.</p> <p>100 percent of all contractor workload requirements met.</p> <p>100 percent of all work products adhere to applicable agency and Federal government regulatory and statutory guidelines.</p> <p>100 percent of all work products are accurate in presentation and adherence to accepted elements of style and are free from typographical errors.</p> <p>100 percent of all work products are in appropriate correspondence format or in formats specified by the customer.</p> <p>100 percent of the time the contractor staffing demonstrates reasonable and cooperative behavior, a commitment to Government satisfaction; and a concern for the interest of the Government.</p>	<p>SAMPLE</p> <p>Surveillance system will be primarily customer comments.</p>	<p>SAMPLE</p> <p>a. Payment of contract price if requirements met at stated performance standards.</p> <p>b. Contractor performance evaluated using the Contractor Performance Assessment Report (CPAR). The evaluation will be considered when future contract selections are made.</p>

Tab 3 COR Inspection Report Supplement

Contract Number:

Date:

Conducted by:

	Quality of Service	Unsat	Marginal	Sat	Very Good	Exceptional	N/A
1	Compliance with contract standards						
2	Accuracy of Reports						
3	Effectiveness of personnel						
4							

Narrative:

	Cost Control (If applicable)						
1	Record of forecasting and controlling costs						
2	Cost efficiencies						
3	Relationship of negotiated price to actual costs						
4							

Narrative:

	Schedule						
1	Met milestones						
2	Reliability						
3	Responsive to technical direction						
4							

Narrative:

	Business Relations						
1	Effective management, including subcontracts						
2	Reasonable/Cooperative behavior						
3	Responsive to contract requirements						
4	Notification of problems						
5	Flexibility						
6	Pro-active vs. reactive						
7							

Narrative:

Tab 4 Decision Table for Nonconforming Performance

DECISION TABLE FOR NONCONFORMING PERFORMANCE		
MINOR NONCONFORMANCE		
<i>If</i>	<i>Then</i>	<i>Consideration</i>
Consideration would be less than the cost of modifying the contract (\$500.00)	Accept as is (only first time) Subsequent occurrence, reject	None for first nonconformance. With second nonconformance, obtain consideration comparable to the value of the loss sustained by the Government. (See next page)
Consideration would be greater than the cost of modifying the contract (\$500.00)	Accept as is (once) Subsequent occurrence, reject	Consideration comparable to the value of the loss sustained by the Government.
CRITICAL OR MAJOR NONCONFORMANCE		
<i>If</i>	<i>Then</i>	<i>Consideration</i>
The contractor agrees to correct the deliverable (or reperform the service) within the delivery schedule.	Withhold acceptance until receipt of the corrected deliverable or reperformed service.	Cost to reinspect or retest
The contractor agrees to correct the deliverable (or reperform the service) but needs an extension of the delivery date.	Withhold acceptance until receipt of the corrected deliverable or reperformed service.	Cost to reinspect or retest Appropriate consideration for the delay Deduct QC hours
Acceptance is justified on the basis of economy or urgency	Accept as is	Consideration comparable to the value of the loss sustained by the Government.
The contractor refuses to make reperform or provide appropriate consideration.	Courses of action: •Correct the deliverable or service through other means (contract or in-house), or •Terminate for cause	Deduct all costs for the correction or reprocurement from the contract. A reprocurement is not a “new procurement.”

	(default) and reprocore.	Therefore, it can be expeditiously accomplished.
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Sample COR Consideration (Deduction) Recommendation Worksheet

PWS Reference	Short title	Description of Non-conformance	COR costs handling issue	Loss in contractor work value	Other damages	Recommended consideration
5.2.2	Conduct language training	Numerous student complaints that instructor did not perform properly.	4 hrs X \$35/hour = \$140	Value of training time. (1 instructor) X \$20/hour X 8 hours = \$160	20 students X 2 hours (cumulative lost time when instructor did not perform properly) X \$35/hour (average salary) = \$1,400	
			\$140	\$160	\$1,400	\$1,700

Tab 5 - FAR Clauses

46.407 Nonconforming supplies or services.

(a) The contracting officer should reject supplies or services not conforming in all respects to contract requirements (see 46.102). In those instances where deviation from this policy is found to be in the Government's interest, such supplies or services may be accepted only as authorized in this section.

(b) The contracting officer ordinarily must give the contractor an opportunity to correct or replace nonconforming supplies or services when this can be accomplished within the required delivery schedule. Unless the contract specifies otherwise (as may be the case in some cost-reimbursement contracts), correction or replacement must without additional cost to the Government.

(d) If the nonconformance is minor, the cognizant contract administration office may make the determination to accept or reject, except where this authority is withheld by the contracting office of the contracting activity. To assist in making this determination, the contract administration office may establish a joint contractor-contract administrative office review group. Acceptance of supplies and services with critical or major nonconformances is outside the scope of the review group.

(e) The contracting officer must discourage the repeated tender of nonconforming supplies or services, including those with only minor nonconformances, by appropriate action, such as rejection and documenting the contractor's performance record.

(f) When supplies or services are accepted with critical or major nonconformances as authorized in paragraph (c) of this section, the contracting officer must modify the contract to provide for an equitable price reduction or other consideration. In the case of conditional acceptance, amounts withheld from payments generally should be at least sufficient to cover the estimated cost and related profit to correct deficiencies and complete unfinished work. The contracting officer must document in the contract file the basis for the amounts withheld. For services, the contracting officer can consider identifying the value of the individual work requirements or tasks (subdivisions) that may be subject to price or fee reduction. This value may be used to determine an equitable adjustment for nonconforming services. However, when supplies or services involving minor nonconformances are accepted, the contract need not be modified unless it appears that the savings to the contractor in fabricating the nonconforming supplies or performing the nonconforming services will exceed the cost to the Government of processing the modification.

(g) Notices of rejection must include the reasons for rejection and be furnished promptly to the contractor. Promptness in giving this notice is essential because, if timely nature of rejection is not furnished, acceptance may in certain cases be implied as a matter of law. The notice must be in writing if—

(1) The supplies or services have been rejected at a place other than the contractor's plant;

(2) The contractor persists in offering nonconforming supplies or services for acceptance; or

(3) Delivery or performance was late without excusable cause.

42.1501 General.

Past performance information is relevant information, for future source selection purposes, regarding a contractor's actions under previously awarded contracts. It includes, for example, the contractor's record of conforming to contract requirements and to standards of good workmanship; the contractor's record of forecasting and controlling costs; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; the contractor's record of integrity and business ethics, and generally, the contractor's businesslike concern for the interest of the customer.

42.1502 Policy.

(a) Past performance evaluations shall be prepared as specified in paragraphs (b) through (g) of this section at the time the work under the contract or order is completed. In addition, interim evaluations shall be prepared as specified by the agencies to provide current information for source selection purposes, for contracts or orders with a period of performance, including options, exceeding one year. These evaluations are generally for the entity, division, or unit that performed the contract or order. The content of the evaluations should be tailored to the size, content, and complexity of the contractual requirements.

(b) ***[A]gencies shall prepare an evaluation of contractor performance for each contract that exceeds the simplified acquisition threshold.**

(c) Agencies shall prepare an evaluation of contractor performance for each order that exceeds the simplified acquisition threshold placed against a Federal Supply Schedule contract, or under a task order contract or a delivery order contract awarded by another agency (i.e. Governmentwide acquisition contract or multi-agency contract). This evaluation shall not consider the requirements under paragraph (g) of this section.

(d) For single-agency task order and delivery order contracts, the contracting officer may require performance evaluations for each order in excess of the simplified acquisition threshold when such evaluations would produce more useful past performance information for source selection officials than that contained in the overall contract evaluation (e.g., when the scope of the basic contract is very broad and the nature of individual orders could be significantly different). This evaluation need not consider the requirements under paragraph (g) of this section unless the contracting officer deems it appropriate.

(g) Past performance evaluations shall include an assessment of contractor performance against, and efforts to achieve, the goals identified in the small business

subcontracting plan when the contract includes the clause at 52.219-9, Small Business Subcontracting Plan.

42.1503 Procedures.

(a) Agency procedures for the past performance evaluation system shall generally provide for input to the evaluations from the technical office, contracting office and, where appropriate, end users of the product or service. Agency procedures shall identify those responsible for preparing interim and final evaluations. Those individuals identified may obtain information for the evaluation of performance from the program office, administrative contracting office, end users of the product or service, and any other technical or business advisor, as appropriate. Interim evaluations shall be prepared as required.

(b) Agency evaluations of contractor performance prepared under this subpart shall be provided to the contractor as soon as practicable after completion of the evaluation. Contractors shall be given a minimum of 30 days to submit comments, rebutting statements, or additional information. Agencies shall provide for review at a level above the contracting officer to consider disagreements between the parties regarding the evaluation. The ultimate conclusion on the performance evaluation is a decision of the contracting agency. Copies of the evaluation, contractor response, and review comments, if any, shall be retained as part of the evaluation. These evaluations may be used to support future award decisions, and should therefore be marked "Source Selection Information."

The completed evaluation shall not be released to other than Government personnel and the contractor whose performance is being evaluated during the period the information may be used to provide source selection information. Disclosure of such information could cause harm both to the commercial interest of the Government and to the competitive position of the contractor being evaluated as well as impede the efficiency of Government operations. Evaluations used in determining award or incentive fee payments may also be used to satisfy the requirements of this subpart. A copy of the annual or final past performance evaluation shall be provided to the contractor as soon as it is finalized.

(c) Agencies shall submit past performance reports electronically to the Past Performance Information Retrieval System (PPIRS) at www.ppirs.gov. The process for submitting such reports to PPIRS shall be in accordance with agency procedures.

(d) Any past performance information systems used for maintaining contractor performance information and/or evaluations should include appropriate management and technical controls to ensure that only authorized personnel have access to the data.

(e) Agencies shall use the past performance information in PPIRS that is within three years (six for construction and architect-engineer contracts) of the completion of performance of the evaluated contract or order.

**Attachment 13 – Instructions for Completing DD Form 1262,
Administrative Service Request (ASR)**

Blk. No. 1 – Date submitted. Enter the date you initiated the request.

Blk. No. 2 - Required Delivery Date. This is the date you will need the contract awarded. This date should take into consideration required lead times for manufacturing, delivery, permits visas, etc.

Blk. No. 3 - FSC, Federal Supply Classes. Frequently used codes are referenced at P:\Contracting\Frequently Used Procurement Codes.xls. Additional codes can be researched using <http://www.dlis.dla.mil/h/2/>.

Blk. No. 4 - Bulk Account Number. Leave Blank.

Blk. No. 5 - PIIN Number. If you are requesting a modification to an existing contract, enter the contract number here. If this is a new request, leave blank.

Blk. No. 6 - Fax number. Enter your fax number.

Blk. No. 7 – Page of. Enter appropriate page number (i.e., 1 of 10).

Blk. No. 8 – Activity. Enter your activity. (i.e., GCMC-DBO-RM-B).

Blk. No. 9 - POC. Enter the point of contact, requestor or name of person most knowledgeable and/or able to answer questions about the request.

Blk. No. 10 – Telephone number. Enter the POC telephone number.

Blk. No. 11 thru 14 - DIC through Quantity. Leave Blank. The information contained in blocks 11-14 is Supply specific and not intended for completion by the Requesting Official.

Blk. No. 15 - Document Number. This information will be completed by the Supply Coordinator.

Blk. No. 16 – 27 Supply Address through Fund Amount. Leave blank. The information contained in blocks 16-27 is Supply specific and not intended for completion by the Requesting Official. Blocks 23-27 will not be utilized. Item description, unit of issue and total price will be recorded in blocks 30d-h.

Blk. No. 28 – Item. Prefilled.

Blk. No. 29 – Note. Leave blank.

Blk. No. 30 – Description. This field will contain information such as the Event Number/Class, Combat Item Number (if applicable), RAPTOR Contract Identification Number (if applicable), Period of Performance, and Funding Type(s).

Blk. No. 30a – Item. Prefilled

Blk. No. 30b – Note. Use Notes if additional information is to be provided about the item on the OF 336 Continuation Sheet. For example, if more than 7 days are required to inspect and accept the requested goods or services, indicate the number of days required using the note.

Blk. No. 30c – Fund Note. Leave Blank.

Blk. No. 30d – Description. Description of the proposed contract line item. Include the proposed contract line item number and a description of the contract line item. Use lines 3-6 and the continuation sheet for additional contract line items.

Blk. No. 30e – U/I. Enter unit of issue for the contract line item.

Blk. No. 30f. – QTY. Enter quantity for the contract line item.

Blk. No. 30g – Unit Price. Enter unit price for the contract line item.

Blk. No. 30h – Total Price. This is an auto-fill filled based on unit price and quantity.

Blk. No. 31 – Fund Note B. Prefilled.

Blk. No. 32. – Fund Cite. To be completed by the Fiscal Officer.

Blk No. 33. – Fund Amount. To be completed by the Fiscal Officer and will be the total amounts from blocks 30h, line items 2-6.

Blk. No. 34. – Fund Note C. To be completed by the Fiscal Officer. This will be used for additional lines of accounting.

Blk. No. 35. – Suggested Source. Enter contractor's name, valid address, email address and telephone number. Provide at least three recommended sources. Use Optional Form 336, Continuation Sheet if additional space is required.

Blk. No. 36. – Destination Address. Enter the address where the supplies/services are to be delivered.

Blk. No. 37. – Supply Coordinator. Typed name and telephone number of Supply Coordinator. Supply Coordinator signature and date.

Blk. No. 38. – Fiscal Officer. Typed name and telephone number of Fiscal Officer/Budget Analyst. Budget Analyst signature and date.

Blk. No. 39. – Grand Total. Enter the total for all contract line items to include those included in any continuation sheet.

Instructions for Optional Form 336, Continuation Sheet.

Reference No. of Document being continued. This will be the same number as block 15 of the original DD1262.

PAGE. Enter page number (i.e. 2 of 2).

NAME OF OFFEROR OR CONTRACTOR. Enter the Name of the suggested source Entered in Block 35 on the DD1262.

ITEM NO. Enter the next number starting with item number 7 or carry the corresponding item number forward from Administrative Service Request to document Notes pertaining to each item number.

SUPPLIES/SERVICES. Description of the proposed contract line item. Include the proposed contract line item number and a description of the contract line item.

QUANTITY. Enter quantity for the contract line item.

UNIT. Enter unit of issue for the contract line item.

UNIT PRICE. Enter unit price for the contract line item.

AMOUNT. Enter total price for the contract line item.

Attachment 14 – Purchase Request Checklist

See Excel File.

Attachment 15 - Sample Request to Exercise Contract Option

(Insert Date)

(Insert Office Symbol)

MEMORANDUM FOR THE CONTRACTING OFFICER

CONTRACT: _____

Notice of Customer's Intent

_____ I hereby request the Contracting Officer to exercise the following option(s) under this contract: _____

_____ I do not intend to exercise the option under this contract.

Contractor's Performance

_____ To date the contractor has performed and we expect will continue to perform in a satisfactory manner. A CPAR form will be completed and submitted to the Contracting Officer within 15 days after the end of the current period of performance.

Market Survey

During my informal analysis / market survey, I reviewed the following information for relevant pricing information (identify sources of information used such as websites or contract number(s), date awarded, agency name, description of product or services under contract): _____

My informal analysis / market survey revealed the following: _____

NAME
Contracting Officer's Representative

Date

Attachment 16 – Instructions for Completing Receiving Reports

Essential Elements of a Valid Receiving Report

When you receive either a partial or final service or delivery of supplies, you MUST follow the procedures detailed in the purchase order/contract to close the loop with finance so that the contractor can be paid. Valid receiving reports must contain the following seven (7) elements:

1. Contract number or other authorization for services performed or supplies delivered.
2. Description of services performed or supplies delivered.
3. Quantities of services performed or supplies delivered.
4. Date services performed or supplies delivered.
5. Date services accepted or supplies accepted.
6. Signature, including printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.
7. If the contract provides for the use of Government certified invoices in lieu of a separate receiving report, all of the above information must be included on the invoice.

Receiving reports and invoices must be submitted to the Paying Office indicated in the contract.

Certified Invoices: When an invoice is received, the Government must sign and date stamp the date received. When using a certified invoice to document the receipt and acceptance of goods/services, the COR shall type the following statement on the invoice, *“I certify services were received and accepted on _____ (insert date services were received and accepted by the Government) as conforming to the contract terms and conditions.”* The COR must sign this certification and include his/her typed name, title, address, phone number and e-mail address.

SF Form 1449: If the contract was awarded using an SF 1449, the COR can complete blocks 32 a, b, c, d, e, f and g, 33, 42 a, b, c, and d of a copy of the award document. In addition to completing these blocks, the COR must ensure all information required by the above elements are included on the form.

DD Form 1155: If the contract was awarded using a DD 1155, the COR can complete blocks 26, 27, 37, 38, 39 and 40 of a copy of the award document. In addition to completing these blocks, the COR must ensure all information required by the above elements are included on the form.

DD Form 250: This form must be completed in its entirety. See DFARS Appendix F for detailed instructions on completing this form.