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Description of document: Two Export-Import Bank of the United States (EXIM) documents:
User Guide to Contracting, Office of Contracting Services, 2015
Contracting Officer Representative (COR) Guide, Office of Resource Management, 2015

Requested date: 29-April-2016

Released date: 01-August-2016

Posted date: 22-August-2016

Source of document: FOIA Request
Export-Import Bank of the United States
Freedom of Information and Privacy Office
811 Vermont Ave., NW
Washington, D.C. 20571
Fax: (202) 565-3294
E-Mail: foia@exim.gov
[Online Freedom of Information Act Request Form](#)

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EXPORT-IMPORT BANK
OF THE UNITED STATES

August 1, 2016

Via Electronic Mail

Re: FOIA Request #201600060F

This is the final response to your Freedom of Information Act (FOIA) request to the Export-Import Bank of the United States (Ex-Im Bank). We received your request in our FOIA Office via E-mail on April 29, 2016. You requested a "copy of the two Export-Import Bank documents developed by the Office of Contract Services: the User Guide to Contracts and the COR Guide."

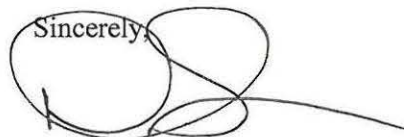
We conducted a comprehensive search of the files within the Office of the SVP Resource Management, Division of Acquisition Services for records that would be responsive to your request. This is the component within Ex-Im Bank in which responsive records could reasonably be expected to be found. The search produced the attached records. After carefully reviewing the responsive documents, we have determined they are releasable in their entirety; no deletions or exemptions have been claimed.

For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of the FOIA. See 5 U.S.C. §552(c) (2006 & Supp. IV 2010). This response is limited to those records that are subject to the requirements of the FOIA. This is a standard notification that is given to all of our requesters and should not be taken as an indication that excluded records do, or do not, exist.

Ex-Im Bank's FOIA regulations at 12 C.F.R.404.9 (a) state that Ex-Im Bank shall charge fees to recover the full allowable direct cost it incurs in processing request. In this instance, because the first 100 pages are free, as are the first two hours of search time, there is no charge.

If you have any questions about this request, please contact Ms. Natascha Simon at (202) 565-3248 or by E-Mail at Natascha.Simon@exim.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "David M. Sena", is written over the word "Sincerely,".

David M. Sena
Chief FOIA Officer

Attachment: Responsive Documents (2 PDF files)



EXPORT-IMPORT BANK
of the UNITED STATES

OFFICIAL POLICY				RMG-2015-	
USER GUIDE TO CONTRACTING					
Source:	Office of Contracting Services			Version:	
Approved:	Michael Cushing		MICHAEL	Digitally signed by MICHAEL CUSHING DN: c=US, o=U.S. Government, ou=Export Import Bank, cn=MICHAEL CUSHING, o=9.2342.19200300.100.1.1=8300100173334 Date: 2015.12.21 17:21:18 -05'00'	Effective:
	Senior Vice President, Resource management		CUSHING		
Title:	User Guide to Contracting			Review:	

1 POLICY

1.1 Purpose

The purpose this document is to provide users with a guide to obtaining contracted goods and services that provide best value acquisition solutions to meet the business requirements of the Export-Import Bank of the United States (the "Bank").

1.2 Policy Statement

The Bank's procurement mission is to acquire and manage private sector capabilities to provide best value for the Bank, provide timely and accurate guidance for internal customers and contractors, support contract opportunities for small businesses, minorities, and women, and ensure compliance with Federal Acquisition Regulation ("FAR").

2 AUTHORITY

2.1 **Authority:** 41 U.S.C. Public Contracts and FAR Part 1, Subpart 1.1 Purpose, Authority, Issuance.

2.2 **Review Cycle** for this policy shall be every 5 years or as needed.

2.3 Review History

Date	Changes

3 KEY DEFINITIONS

- 3.1 **Acquisition Requirements Package (ARP):** The package of documents required to be submitted to the Office of Contracting Services to award a contract or modify a contract.
- 3.2 **Change Order:** A written order signed by the contracting officer, directing the contractor to make changes pursuant to the Changes clause of the contract. Such direction does not require the consent of the contractor.
- 3.3 **Contract Line Item Number (CLIN):** Number that identifies a separate supply or service to be provided under the contract. Each CLIN should have a single unit price, separate identification, separate delivery schedule, and single accounting classification citation.
- 3.4 **Contracting Officer (CO):** A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer.
- 3.5 **Contracting Officer's Representative (COR):** The designated qualified technical expert of the requesting program office responsible for contractor performance oversight during a contract performance period not involving a change in the scope, price, terms, or conditions of the contract.
- 3.6 **Modification:** Any formal written revision of the terms of the contract. It may be in the form of a bilateral supplemental agreement or unilateral change order or administrative change by the contracting officer.

- 3.7 Office of Contracting Services (OCS): Operating under the Resource Management Group (RMG), OCS is the Office primarily responsible for overseeing and establishing rules and requirements relating to all acquisition matters.
- 3.8 Program Office: The office that has a requirement for a contract action.
- 3.9 Ratification: The act of approving an unauthorized commitment, by an official who has the authority to do so, for the purpose of paying for supplies or services provided to the government as a result of an unauthorized commitment.
- 3.10 Unauthorized Commitment: An agreement that is nonbinding solely because the government representative who made it lacked the authority to enter into that agreement.

4 SCOPE AND APPLICATION

- 4.1 This Guide applies to all EXIM acquisitions and commitments of services or supplies (including construction) that obligate the government to an expenditure of appropriated funds.
- 4.2 **Exception.** Purchases under the Government Purchase Card program are covered under a separate guide. See Ex-Im Purchase Card User Guide and Ex-Im Government Charge Card Management Plan

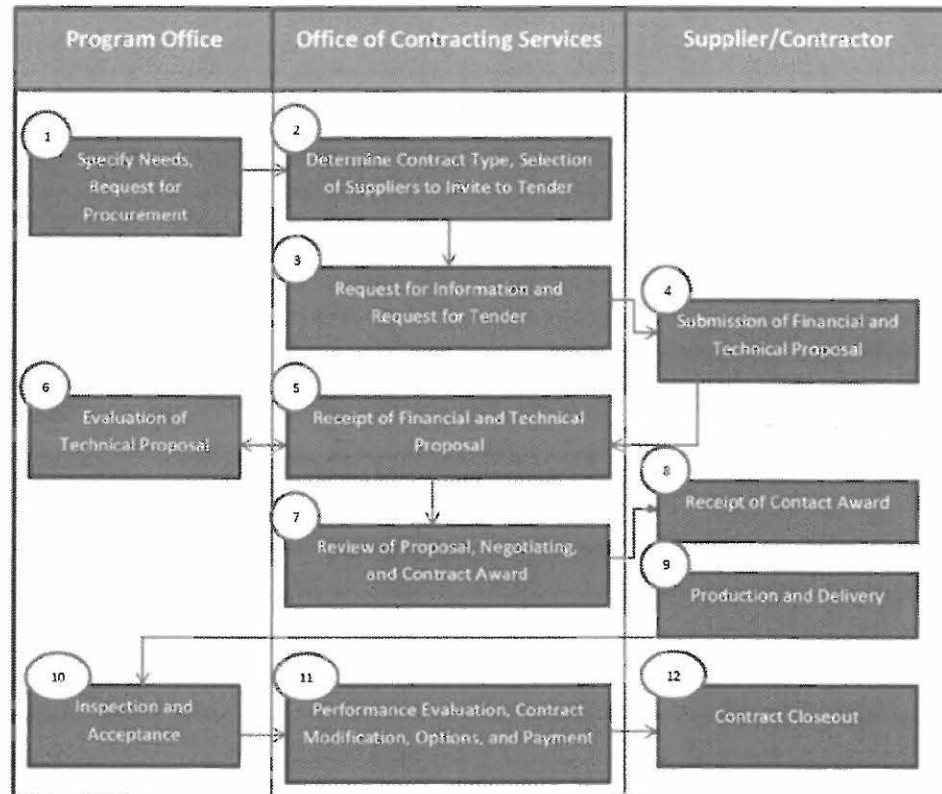
5 RESPONSIBILITY

- 5.1 OCS is responsible for managing all stages of the procurement process, which begins when OCS partners with the program office staff to understand the need for acquiring supplies and/or services. OCS then manages the solicitation and selection of sources, award of contracts, contract financing, and contract performance, contract administration, and contract closeout.
- 5.2 The program office is responsible for following OCS procedures when developing and sourcing requirements for services and supplies. This includes establishing that there is a bona fide need for the acquisition of such services or supplies, early communication with contracting personnel to decide how to satisfy those requirements in a timely manner, and requesting modifications to existing contracts.

6 PROCEDURES

6.1 General.

Table A. Contracting Work Flow Chart



- 6.2 The program office contacts OCS to inform OCS of its requirement in advance, with proper administrative lead time. *See Attachment A: Procurement Action Lead Times.*
- 6.3 The assigned CO will determine, based on the request, if any documents required (see Table B, C, or D, below) are unnecessary, or if additional documents are needed. The assigned CO may provide samples and/or templates. (See attachment C for help in determining your assigned CO).
- 6.4 The program office shall submit all required documents in the ARP before OCS will begin the acquisition. Partial or incomplete submissions will be returned with a request to submit a complete ARP. In particular, all new contracts or contract modifications (other than modifications with no cost increase) require an approved and funded Purchase Requisition before OCA can begin work.
- 6.5 Unauthorized commitments: Employees **may not** negotiate, promise, or agree to any terms of sale with a current or prospective contractor. OCS, through a CO, is the **only** party authorized to negotiate and agree to terms of sale with a contractor. Further, employees, other than an authorized CO, may not act in such a manner as to cause the contractor to believe they have authority to bind the government or direct or encourage the contractor to perform work outside the scope of the contract that should be the subject of a contract modification. Unauthorized commitments can occur in a variety of circumstances. For example, employees should never give, or permit a prospective contractor to infer, their authority to award a contract, direct a contractor to perform additional work outside the approved and funded scope of work, or enter into

discussions with prospective bidders except under an approved plan for Market Research. See Ex-IM Contracting Officer Representative Guide Appendix D for details.

6.5.1 Modifications/Contract Changes: Only a CO may issue a modification or other contract change to a contract. CORs and other employees who supervise contractors must understand what services/supplies are authorized under the contract and what services/supplies are not. Any modification or change to the contract **must** be authorized by OCS, not a COR or supervisor. If in doubt whether an instruction to a contractor is appropriate, **always** talk to the CO first.

6.5.2 Ratifications: Only a CO may ratify an unauthorized commitment.

6.6 Delegated Authority: Contracting Officers may delegate contract administration responsibility under the authorities of (1) FAR 42.302(a) (27), "property administration, and (2) FAR Part 46, "quality assurance". The Contracting Officer is responsible for ensuring that all parties understand their relative roles and responsibilities. If there is any question, contract the Contracting Officer.

Table B.

Contracts for services. For new or follow-on service requirements, the following documents shall be included in the ARP submitted to the appropriate OCS CO, unless OCS directs otherwise:

REQUIRED	
A	Performance Work Statement (PWS)/Statement of Work (SOW) (SOW will only be used if the service cannot be procured utilizing a Performance Based method. Please seek guidance from the CO on this)
B	Quality Assurance Surveillance Plan (QASP) (Note: As an alternative to preparing a QASP, the solicitation may require offerors to submit a proposed QASP for the government's consideration)
C	Independent Government Cost Estimate (IGCE)
D	Justification and Approval (J&A) (if trying to procure via sole source/limited competition or brand name)
E	Service Contract Request Form (SCRF)
F	Approved Purchase Requisition (PR)
G	Contracting Officer Representative (COR) Nomination
H	Market Research (Note: Required only for contracts in excess of the Simplified Acquisition Threshold (SAT) or for less than the SAT where adequate market information is not available. Market research may include informational interchanges with potential offerors. The extent and manner of market research must be documented. No specific format is required)

OTHER	Required on a case-by-case basis
I	Acquisition Strategy or Acquisition Plan (Note: The Chief Acquisition Officer, the Chief of Contracting Services, or the Contracting Officer may waive the requirement for a written Acquisition Strategy or Acquisition Plan. Examples of actions for which the Acquisition Plan or Strategy may be waived include, without limitation, Task Orders against GSA Schedules, repetitive purchases, license acquisition or renewals, subscriptions, data bases, hardware, commodities, supplies, and acquisitions with less than full and open competition for which a J&A has been prepared. In these instances, a summary of an oral plan shall be documented in the contract file)
J	Source Selection Plan

Table C.

Contracts for supplies. For supply requirements, the following documentation shall be included in the ARP submitted to the appropriate OCS CO, unless OCS directs otherwise

REQUIRED	
A	Description of supplies (to include name, stock number, part number, and quantity)
B	Independent Government Cost Estimate (IGCE)
C	Justification and Approval (J&A) (if trying to procure via sole source/limited competition or brand name)
D	Approved Purchase Requisition (PR)
E	Market Research (must be documented in writing what was done. No specific format required)

Table D.

Modifications. For modifications the following documentation shall be included in the ARP submitted to the appropriate OCS CO, unless OCS directs otherwise:

REQUIRED	
A	Written rationale/justification for the modification
OTHER	Required on a case-by-case basis
B	Revised SOW/PWS
C	Justification and Approval (J&A)
D	Approved Purchase Requisition (PR)

E	Market Research (must be documented in writing what was done)
F	Independent Government Cost Estimate (IGCE)
G	Service Contract Request Form (SCRF)

NOTE: Additional documentation may be required depending upon the situation. The assigned CO can provide information as to which documents will be required, and provide samples and/or templates.

Table E.

Exercise of Options under multi-Year Award

REQUIRED	
A	Statement that the program office wishes to exercise the option
A	Approved and Funded Purchase Requisition
B	Statement that the exercise of the option would fill an existing government need. The statement shall indicate that the exercise of the option is the most advantageous method of fulfilling the Government's need, price and other factors. In making this determination the COR and the CO may take into account, the following factors, among others: (i) the need for continuity of operations; (ii) the potential cost of disruption if the option were not exercised, and (iii) the effect on small business. (Note: There is no specific format for this statement. It may be in summary form)
C	Statement of Satisfactory Performance by the Contractor during the Current Period of Performance (Note: There is no specific format for this statement. It may be in summary form).

- ATTACHMENTS**
- A. Procurement Action Lead Times.
 - B. Assigned CO Table
 - C. Glossary of Acquisition and Legal Terms

PROCUREMENT ACQUISITION LEAD TIME (PALT)

PALT is the estimated number of days it will take the contracting office to complete a contract action once an accurate and complete ARP package has been received.

Note: The estimated number of days may be longer or shorter depending upon workload, accuracy of documents in the ARP, actual length of time it takes to complete the technical evaluation, and whether or not a protest is filed.

Award Type	Lead Time
Exercise of Options	10 days
Negotiated Full and Open Competition (NOT ON GSA SCHEDULES):	
\$1 to \$149,999	60 days
\$150,000 to \$499,999	150 days
\$500,000 to \$5 Million	180 days
>\$5 Million	270+ days
GSA Schedule Buys:	
\$1 to \$149,999	30 days
\$150,000 to \$499,999	75 days
\$500,000 to \$5 Million	120 days
>\$5 Million	210+ days
Sole Source:	
\$1 to \$149,999	45 days
\$150,000 to \$499,999	60 days
\$500,000 to \$4 Million	90 days
Contract Change Modifications, any dollar amount	45 days
Government Purchase Card /Convenience Check Actions:	
<\$25,000	5 days
>\$25,000	14 days
AMD Foreign Law Firm Actions, any dollar amount	14 days

Assigned Contract Officer Table

Contracting Officer	Offices and Divisions
Mark Jefferson mark.jefferson@exim.gov Extension 3333	IMT – Resource Management
	Office of the Inspector General (OIG)
	Office of Credit and Risk Management
	Office of Export Finance
	Office of Risk Officer
AnneMarie Spence annemarie.spence@exim.gov Extension 3359	Office of Communications
	Office of Congressional Affairs
	Office of Policy Planning and International Relations
	Office of the General Counsel
	Office of Equal Opportunity and Diversity Programs
Sheila Williams Sheila.Williams@exim.gov Extension 3144	Resource Management Group: Library, Office of Administration and Security, Human Resources, Facilities.
	Office of the Chief Financial Officer – AMD
	Office of Small Business

Attachment C

Glossary of Acquisition and Legal Terms

Acquisition: the obtaining of supplies or services by the federal government with appropriated funds through purchase or lease.

Best and Final Offer: a contractor's final offer following the conclusion of discussions in relation to negotiated procurements.

Blanket Purchase Agreement (BPA): an agreement established by a customer with a General Services Administration (GSA) Schedule Contractor to fill repetitive needs for supplies or services.

Certified 8(a) Firm: a designated small business that is at least 51 percent owned by one or more individuals who are both designated socially and economically disadvantaged, and eligible to receive federal contracts under the Small Business Administration's 8(a) Business Development Program.

Contract: a mutually binding, legal relationship obligating the seller to furnish supplies or services, and the buyer to pay for them.

Contracting: Purchasing, renting, leasing, or otherwise obtaining supplies or services from non-federal sources. Contracting includes the description of supplies and services required, the selection and solicitation of sources, the preparation and award of contracts, and all phases of contract administration.

Contract Modification: FAR 2.101: Any written change in terms of the contract. A contract cannot be changed verbally, it must be in writing by the CO

Fair and Reasonable Price: a price that is fair to both parties, considering the agreed-upon conditions, promised quality, and timeliness of contract performance. "Fair and reasonable" price is subject to statutory and regulatory limitations.

FedBizOpps: an online portal that enables commercial vendors to search, monitor, and retrieve opportunities solicited by the federal contracting community.

Federal Acquisition Regulation (FAR): a set of rules that govern executive agencies in acquiring goods and services.

Full and Open Competition: a competition, with respect to a contract action, where all responsible sources are permitted to compete.

General Services Administration (GSA): a centralized authority for the acquisition and management of resources for the Federal Government.

Purchase Order (PO): a legal and binding document used to procure goods and services.

Request for Information (RFI): a document issued to the public in order to gain valuable industry input to assist in the acquisition planning process and gain a greater knowledge of industries' ability to provide these services.

Request for Proposal (RFP): a document submitted to one or more potential suppliers detailing project specifications and application procedures, and eliciting a response for supply of said products and services.

Request for Quotation (RFQ): a document submitted to one or more potential suppliers eliciting quotations for a product or service.

Task Order: an order for services placed against a specific contract.

Temporary Administrative and Professional Staffing Services Schedule Contract (TAPS): a General Services Administration (GSA) Schedule Contract enabling federal consumers to hire qualified temporary associates who can work a short time, or from an initial 120workdays up to a maximum 240workdays.



EXPORT-IMPORT BANK
of the UNITED STATES

OFFICIAL POLICY			
Source:	Office of Resource Management		Version:
Approved:	Michael Cushing	MICHAEL	Digitally signed by MICHAEL CUSHING DN: c=US, o=U.S. Government, ou=Export Import Bank, cn=MICHAEL CUSHING, 08.224219200350.100.1.1-83001001723349 c=US, o=U.S. Government, ou=Export Import Bank, cn=MICHAEL CUSHING
	SVP Resource Management	CUSHING	Effective:
Title:	Contracting Officer Representative (COR) Guide		Review:

1 POLICY

1.1 Purpose

The purpose of this policy is to provide policy guidance to Export-Import Bank (hereafter "EXIM Bank" or "Bank") employees on Contracting Officer Representative (COR) roles and responsibilities.

This policy does not supersede the authorities listed below and is not intended to provide legal advice. Agency personnel should contact the Office of Contracting Services (OCS) or the Office of General Counsel (OGC) to obtain advice with respect to any particular issue or case. Any conflict between this policy and existing law, statute, or regulation shall be resolved in favor of the existing law, statute, or regulation. Use of and access to this policy does not create any legal rights for any party and it should not be cited as legal authority.

1.2 Background

Contract administration is an integral part of a successful contract. The contracting process does not end once an award is made or an order placed. It is the responsibility of the Contracting Officer (CO) to work with their Contracting Officer's Representative (COR) to ensure that the terms and conditions of the contract are met, receipt of property or service is verified, and payments are made in accordance with the contract. Additionally, the performance of the contractor and the satisfaction of such performance must be documented.

1.3 Policy Statement on Procurement Integrity

It is the policy of EXIM Bank that personnel engaged in contracting and related activities must be above reproach in their business dealings with industry. At the same time, they must protect the Government's interests and maintain its reputation for dealing fairly with contractors. To maintain public confidence in the U.S. Government's conduct of business with the private sector, CORs must avoid even the appearance of a conflict of interest.

2 AUTHORITY

2.1 Authorities

Federal Acquisition Regulation (FAR) 1.604, Contracting Officer Representative and 2.101, Definitions.

Procurement Integrity Act, 41 U.S.C. §2101-2107, implemented by regulation at FAR 3.104.

2.2 Review Cycle: This policy will be reviewed annually.

2.3 Review History

Date	Changes
12/16/2015	<ul style="list-style-type: none"> New Policy Established

3 SCOPE AND APPLICATION

3.1 This Policy applies to all EXIM Bank employees assigned to Contracting Officer Representative (COR) duties. It also establishes guidelines for the performance of related duties.

3.2 COR Responsibilities and delegation.

3.2.1 The role of the COR. General information about COR responsibilities is provided in FAR 1.602. Generally, the COR develops contract requirements and monitors contract performance on behalf of the CO.

3.2.2 The delegation process. For each COR-supervised contract, the CO specifies the COR's responsibilities in a letter of COR designation. This step ensures that CORs are fully aware of what they must do and what they cannot do on a particular contract. The COR must carefully observe the scope and limitations of the delegated authorities and should contact the CO about any doubts as to the correct course of action to be taken. CORs may not further delegate their responsibilities. CORs must be employees of the U.S. Government and in no case will contractor personnel serve as CORs.

3.2.3 The responsibilities and limits of the COR. All duties delegated to the COR by the CO must be in the appointment/designation letter. If the duty is not in the letter, then the COR is NOT authorized to perform that duty. (See Appendix F – COR Dos and Don'ts). The same information will be detailed in the contract in Section G, Contract Administration Data.

3.2.4 The relationship between the COR and the CO. The CO must retain certain contracting responsibilities and tasks, but can delegate certain other contracting responsibilities and tasks. While COs handle the business aspects of contracting, CORs develop the contract's technical requirements and determine if a contractor meets them. CORs usually work in the program office (defined in the appendix) and provide the technical and program expertise necessary to develop and manage the contract. If the CO designates a COR, Section G of the contract will specify the extent of the COR's authority to act on behalf of the contracting officer. Section G of the Contract should closely mirror the COR Designation Letter. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

4 ETHICS AND

4.1 Standards of Ethical Conduct. The Procurement Integrity Act

TRAINING

prohibits the Government (e.g., COR) from disclosing contractor bid or proposal information (see FAR 3.104-3). This includes the following types of information:

- Cost or pricing data;
- Indirect costs, direct labor rates, and overhead rates; and,
- Proprietary information about manufacturing processes, operations, or
- Techniques marked as such by the contractor.

4.2 Contractor bid or proposal information not restricted or prohibited from disclosure includes the following:

- Information already disclosed or made available to public;
- Information disclosed by contractors; and,
- Information disclosed pursuant to a proper request from Congress;
- Comptroller General, or Inspector General (if certain conditions are met) (see FAR 3.104-4(f) and 5.403).

Disclosure restrictions extend past the contract award.

4.3 Potential Conflict of Interests. Contractors are an important component, but they are not Government employees. COI rules do not apply to contractor employees, even when they are performing the same or similar work as, or working side-by-side with, Government employees. In contrast, Government employees are accountable for the public trust. The COR's duties are to the Government. Although professional relationships with contractor employees are not prohibited, favoritism and preferential treatment are. It is the COR's duty to always avoid conflicts of interest and even the appearance of conflicts of interest. Personal services contracts (contracts under which contractor employees appear to be working as Government employees) are prohibited unless specifically authorized by statute. Contractor personnel cannot perform inherently governmental functions. In monitoring contractor performance, the COR should avoid directly interfering with contractor employee relations. Although the COR should recommend the removal of any employee whose work is substandard, any such recommendation should be directed to the CO and not the contractor. Further, the COR must not tell contractors to do any of the following:

- Hire or fire a particular employee;
- Reassign or discipline an employee;
- Grant or deny leave; and
- Change employee duty hours.

4.4 Training Requirements. A minimum of 8 hours of COR-specific training in a classroom setting is required every 3 years, or before assuming COR responsibility, if the individual has not performed COR responsibilities within the previous 24 months. Contracting offices will determine what COR-specific refresher training course requirements are commensurate with the contract work being performed. Minimum COR competencies, experience, and training depend on the dollar value, complexity of the requirement, and

contract performance risk for which the COR is designated. Assignment as a COR for contracts valued over \$1 million requires a COR Level II certificate, or a CO justification memo. COs may waive COR specific initial and refresher training requirements only for COR nominees who have obtained a Level II Certificate in Contracting.

- 4.5 Misconduct and Penalties. The consequences for all parties involved with an unauthorized commitment are severe. Payments in such cases require high-level approval, which is discretionary and the COR may be held personally liable for any costs or damages incurred by the contractor or the Government. Unauthorized commitments may also result in disciplinary or administrative action against the individual making the unauthorized commitment, especially if the violations are flagrant or repetitive.

5 DUTIES.

- 5.1 **Pre-award Duties:** During the pre-award phase, the COR works with the contracting team in requirements development, preparing the Independent Government Cost Estimate (IGCE), developing the Performance Work Statement/Statement of Work/Statement of Objectives, developing quality assurance surveillance plans (QASPs), etc. During the post-award phase, the COR monitors and assesses contractor performance and performs other responsibilities as assigned by the CO.

The pre-award **COR Nominee** shall:

- Initiate request for required COR training/COR refresher training to ensure required training is completed prior to contract award;
- Provide information necessary to document required training and to determine absence of personal conflicts of interest. COR nominees and CORs, once designated, must notify the CO and appropriate COR management if a potential or actual conflict of interest subsequently arises;
- Participate, as appropriate, in requirements definition/acquisition planning and contract formation processes.

- 5.2 **Post-Award Duties.** A COR's specific duties and responsibilities are detailed in the letter of COR appointment/designation. The COR's responsibilities begin with understanding the contract and establishing the COR file. Monitoring the contract includes such activities as evaluating and maintaining data, documenting performance, and review/verification of invoices. The COR responsibilities end at contract close-out or when the CO terminates the COR delegation. Typical COR post-award responsibilities include:

- Understanding the contract;
- Keeping files current and complete;
- Correspondence and responses;
- Correspondence with the contractor;
- Notifications to the CO;
- Monitoring contract performance;
- Training;
- Inspection and acceptance or rejection of deliverables;
- Treatment of proprietary and classified information;
- Managing problems;

- Handling unsatisfactory performance;
- Tracking modifications;
- Conclude appointment/designation appropriately;
- Technical expertise;
- Understanding COR limitations;
- Protecting sensitive or Government information.

5.3 Monitoring Contract Performance. The COR must:

- Ensure that technical guidance given to the contractor addresses or clarifies only the Government's "intent".
- Document deficiencies in performance.
- Periodically, inspect and carefully monitor and keep the CO informed of contractor performance of the technical requirements of the contract.
- Ensure that contract performance is timely and within the scope of the work.
- Inform the CO if the contractor is behind schedule, document the reasons, and coordinate with the CO on actions necessary to restore the contract schedule.
- Ensure that, in no event, the contractor furnishes materials or services in addition to, less than, or different from those required by the contract.
- Ensure that inefficient or wasteful methods are not being used through surveillance of technical performance.
- Provide the CO reports on contractor performance as specified in the letter of appointment/designation or more frequently if appropriate.
- Track contract costs, depending on type of contract.
- Report suspected procurement fraud, bribery, conflicts of interest or other improper conduct on the part of the contractor, contractor employees, or government personnel to the appropriate authorities.
- Identify Contractor performance problems.
- Provide remedies for unsatisfactory performance.

5.4 Contract Administration and Closeout.

- 5.4.1 Contract Modifications. Only contracting officers acting within the scope of their authority are empowered to execute contract modifications on behalf of the Government. FAR 43.102.
- 5.4.2 Contract Options. Only contracting officers acting within the scope of their authority are empowered to exercise options on a contract and only after making a written determination for the contract file that exercise is in accordance with the terms of the option and the requirements of FAR Subpart 17.2.
- 5.4.3 Constructive Changes. Constructive changes should be avoided. A constructive change occurs when contract work has changed, but the contract's procedures have not been followed. Several common actions often lead to a constructive change: (1) directing a particular method of performance, (2) providing late or defective government-furnished equipment, (3) requiring higher quality than specified in the contract, and (4) failing to approve time extensions. For example, if a contractor fails to complete performance within the specified contract date and

time and the government allows work to continue without approval, the government has executed a constructive change by not placing the contractor on notice for failure to meet a contract deadline.

- 5.4.4 Unauthorized Commitments. Only contracting officers acting within the scope of their authority may enter into, administer, and terminate contracts and make related determinations and findings on behalf of the U.S. Government. Personnel who do not have authority to commit the Government must not make any statements that could be interpreted by a vendor as a commitment to either commence work or to provide services/supplies. All individuals who deal with commercial businesses must be aware of the policies to prevent problems in the procurement process and embarrassment to the Government.
- 5.4.5 Ratification Process. Unauthorized commitments are rectified through a process known as "ratification." Ratification is a legal and regulatory process that makes the unauthorized commitment legal within the constraints of fiscal policy. The outcome of the ratification process is a contract that legally binds the Government. The ratification process is time-consuming, requires considerable documentation, and often damages the Government's ability to conduct future business with the firms involved. Cases that are not ratifiable may be subject to resolution under General Accounting Office claim procedures, or as authorized by FAR Part 50. Legal advice should be obtained in such cases from OGC.
- 5.4.6 Contract Closeout. Documentation in the contract files shall be sufficient to constitute a complete history of the transaction for the purposes of providing a complete background as a basis for informed decisions at each step in the acquisition process; supporting all actions taken; providing information for reviews and investigations; and furnishing essential facts in the event of litigation or congressional inquiries. The COR should assemble all elements for the contract file in accordance with FAR Subparts 4.801 and 4.803.

**6 EFFECTIVE
DATE AND
REVIEW**

- 6.1** This policy is effective upon signature above. The review cycle for this policy shall be annually and/or per changes in legislation.

APPENDIX A	GLOSSARY OF ACQUISITION AND LEGAL TERMS.
APPENDIX B	COR RESOURCES AND REFERENCES.
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Appendix A

GLOSSARY OF ACQUISITION AND LEGAL TERMS.

[Note: Additional definitions are found in the Federal Acquisition Regulation, Title 48, Chapter 1 of the United States Code of Federal Regulations.]

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).

Contracting Officer: Individual who is duly appointed and designated with specific authority to enter into, administer, and terminate contracts and to 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): Individual, including a Contracting Officer's Technical Representative (COTR), designated and authorized in writing by the Contracting Officer to perform specific technical or administrative functions related to monitoring a contract. The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract.

Contracting Officer's Representative (COR) Nominee: Individual identified by the requiring activity and accepted by the Contracting Officer as having the general competencies, agency experience, relevant technical experience, and training (or a training plan if not yet trained) to perform those COR functions delegated by the Contracting Officer. When appropriate, the COR should be nominated as early in the acquisition cycle as practicable. This allows the COR nominee to provide subject matter expertise and to ensure that he or she is familiar with the requirements, specific terms and conditions of the resultant contract, and the functions to be delegated.

Federal Acquisition Regulation (FAR): The primary regulation that sets forth uniform policy and procedures for acquisition by all executive agencies.

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).

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

Program Office: A Program Office is the Bank office that needs a product or service provided by the contract. The COR is usually selected from this office for his/her technical expertise.

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).

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).

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. "Ratification," means the act of approving an unauthorized commitment by an official who has the authority to do so.

APPENDIX B

COR RESOURCES AND REFERENCES: LIST THE USER GUIDE TO CONTRACTING

1. **ANTI-DEFICIENCY ACT:** CODIFIED AT 31 U.S.C. 1351 AND 31 U.S.C. 1517(A), THE ANTI-DEFICIENCY ACT PROHIBITS AUTHORIZING OR INCURRING OBLIGATIONS OR EXPENDITURES IN EXCESS OF AMOUNTS APPORTIONED BY THE OFFICE OF MANAGEMENT AND BUDGET OR IN EXCESS OF AMOUNTS PERMITTED BY AGENCY REGULATIONS.
2. **FEDERAL ACQUISITION REGULATION:**
 - FAR PART 7–ACQUISITION PLANNING
 - FAR PART 10–MARKET RESEARCH
 - FAR PART 11–DESCRIBING AGENCY NEEDS
 - FAR PART 12–ACQUISITION OF COMMERCIAL ITEMS
 - FAR 15.304–EVALUATION FACTORS AND SIGNIFICANT SUB-FACTORS
 - FAR PART 16–TYPES OF CONTRACTS
 - FAR SUBPART 22.10–SERVICE CONTRACT ACT
 - FAR SUBPART 32.7–CONTRACT FUNDING
 - FAR PART 37–SERVICE CONTRACTS
 - FAR PART 46–QUALITY ASSURANCE
 - FAR 3.104–PROCUREMENT INTEGRITY
 - FAR SUBPART 5.1–DISSEMINATION OF INFORMATION
 - FAR PART 15–CONTRACTING BY NEGOTIATIONS
 - FAR 37.602(b)(2)–QUALITY ASSURANCE FOR SERVICE CONTRACT
 - FAR SUBPART 42.5–POST-AWARD ORIENTATION
 - FAR 12.208–CONTRACT QUALITY ASSURANCE
 - FAR 12.402–ACCEPTANCE
 - FAR 43.104–NOTIFICATION OF CONTRACT CHANGES (CONSTRUCTIVE)
 - FAR PART 42–CONTRACT ADMINISTRATION AND AUDIT SERVICES
 - FAR SUBPART 42.11–PRODUCTION SURVEILLANCE AND REPORTING
 - FAR 52.232-25–PROMPT PAYMENT
 - FAR PART 45–GOVERNMENT PROPERTY
 - FAR SUBPART 17.2–OPTIONS
 - FAR PART 49–TERMINATION OF CONTRACTS
3. GENERAL SERVICES ADMINISTRATION, FEDERAL ACQUISITION INSTITUTE, OFFICE OF ACQUISITION POLICY, "USER'S GUIDE TO THE CONTRACTING OFFICER REPRESENTATIVE'S (COR) WORKBOOK."

APPENDIX C

COR CHECKLIST

	Yes	No
1. Is COR maintaining a separate file for each contract?		
2. Is the file clearly indexed to enable ready access to pertinent records?		
3. Has the COR been trained within three years and is certificate present?		
4. Is a copy of the COR's designation memo in the file?		
5. Does the COR file have all necessary documentation in the file?		
a. Copy of the Contract		
b. All Modifications		
c. All invoices		
d. Deficiency Reports		
e. Memo for Record / Other Correspondence/Email		
f. Surveillance Check List		
g. Surveillance Schedule		

APPENDIX D

COR DOS AND DON'TS

THE DO's:

1. DO retain your appointment letter. This letter tells you the exact functions that have been delegated to you. Know its contents.
2. DO have a complete copy of the contract, any delivery orders, and all modifications readily available.
3. DO spot check the contractor's work to see that it is completed in a timely and proper manner.
4. DO verify the need for contractor overtime when requested. Know whether or not you have the authority to approve overtime.
5. DO inform the contractor immediately when you become aware of any unsatisfactory performance. The CO will assist you in obtaining corrective action.
6. DO put task assignments or instructions to the contractor in writing. Ensure that such assignments or instructions are within the scope of the contract and your authority. Failure to do so may create problems for you and the CO.
7. DO document all actions and decisions and date and sign all documents.
8. DO protect contractor proprietary information when doing estimates or reports.

THE DON'Ts:

- 1 DON'T take any action which will obligate, or give the appearance of obligating, the Government financially or otherwise.
- 2 DON'T tell the contractor how to run his operation. This is his responsibility and he is getting paid to manage.
- 3 DON'T tell the contractor to fire an individual. Instead, direct any such recommendations to the CO, who makes the final determination.
- 4 DON'T request the contractor to do any work outside the scope of the contract.
- 5 DON'T permit the contractor to proceed on his own on work outside the scope of the contract.
- 6 DON'T accept an appointment as a COR if there is a potential conflict of interest. Report any such potential conflict immediately to the CO, who will seek a determination from the Office of General Counsel, Administrative Law Counsel.
- 7 DON'T discuss procurement plans or any other advance information that might provide preferential treatment to one firm over another.
- 8 The COR does NOT have the authority to and may NOT issue any technical direction which:
 - a. Constitutes an assignment of work outside the general scope of this effort;
 - b. Constitutes a change as defined in the "Changes" clause;
 - c. In any way causes an increase or decrease in cost or the time required for performance;
 - d. Changes any of the terms, conditions, or other requirements of this effort; and
 - e. Suspends or terminates any portion of this effort.