



UNITED STATES MARINE CORPS
II MARINE EXPEDITIONARY FORCE
COMMAND ELEMENT
PSC BOX 20080
CAMP LEJEUNE, NORTH CAROLINA 28542-0080

4200.1

G-4

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II MARINE EXPEDITIONARY FORCE ORDER 4200.1

From: Commanding General, II Marine Expeditionary Force
To: Distribution List

Subj: OPERATIONAL CONTRACT SUPPORT PROCEDURES

Ref: (a) Federal Acquisition Regulation
(b) Defense Federal Acquisition Regulation Supplement
(c) Navy Marine Corps Acquisition Regulation Supplement
(d) Marine Corps Acquisition Procedures Supplement
(e) MCO 4400.150 Consumer-level Supply Policy
(f) Joint Publication 4-10 Operational Contract Support
(g) DASN Memo Service Requirements Review Board Guidance, of 13 Apr 12
(h) MARADMIN 407/17 U.S. Marine Corps Contractual Services Guidance
(i) II MEFO 3500 (II MEF TACSOP)

Encl: (1) Procurement Administrative Lead Time (PAL/T)
(2) Checklist for Ratification of Unauthorized Commitments
(3) Unauthorized Commitment Declaration Example
(4) Unauthorized Commitment Commanding General Endorsement Example
(5) Sample of COR Appointment Memorandums

1. Situation. Operational Contract Support (OCS) is an integral part of the overall process used to provide supplies and services to support Marine air-ground task force operations. Without assigning individuals, processes, policies and procedures to effectively manage contract support, the risk of fraud, waste and abuse, and violation of procurement laws and regulations is likely to happen. The benefits of establishing this Order includes: safeguarding the organization's legal responsibility to abide by laws and regulations, centralizing sources of information on contract support processes and procedures, identifying deficiencies, initiating corrective action, and reducing the organization's exposure to administrative remedies and restrictions on contracting capabilities.

2. Cancellation. II MEFO 4200.

3. Mission. This Order delineates roles, responsibilities, policy, procedures and guidance to manage the effective and efficient provision of contract support to meet operational requirements, while ensuring compliance with applicable laws and regulations.

4. Execution

a. Commander's Intent and Concept of Operations

(1) Commander's Intent

(a) This Order acts as a guide for executing Operational Contract Support (OCS) and provides OCS standing operating procedures (SOP) for II Marine Expeditionary Force (MEF). The OCS office will advise II MEF staff and subordinate units on the contracting process and will serve as

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planners, facilitators and advisors on acquisition procedures in coordination with the Marine Corps Installations-East (MCI-East) Regional Contracting Office (RCO) at Camp Lejeune, the 2d Marine Logistics Group (2D MLG) Expeditionary Contracting Platoon (ECP), other contracting support activities and OCS offices located throughout II MEF areas of interest.

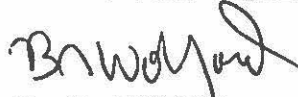
(b) The end state is the effective and efficient provision of contract support that meets operational requirements, while in compliance with applicable laws and regulations.

(2) Concept of Operations. The five chapters of this Order focus on: planning, requirement definition, contract oversight, Service Requirements Review Board (SRRB), and unauthorized commitment mitigation and reporting procedures.

5. Administration and Logistics. Recommended changes to this order will be submitted to the OCS Branch, II MEF G-4 for review and incorporation.

6. Command and Signal

- a. Command. This Order is applicable to II MEF.
- b. Signal. This Order is effective the date signed.


B. N. WOLFORD
Chief of Staff

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CHAPTER 1

DUTIES AND RESPONSIBILITIES

1. General. The Assistant Chief of Staff (AC/S) G-4, Operational Contract Support (OCS) Section is an integral part of II MEF. Reference (f) provides for the establishment of the OCS capability across the spectrum of joint operations. Based on the requirement to ensure the efficiency and effectiveness of the acquisition process in support of global operations and exercises, the role of OCS encompasses advising on, planning for, and facilitating the use of contracted support in alignment with the Commanders' guidance.

2. Duties and Responsibilities

a. OCS Officer-in-Charge (OIC)

(1) Report directly to the Operations and Plans Officer in the Operations and Plans Branch of the G-4 Division of the II MEF Staff.

(2) Liaison with MCI-East RCO, 2D MLG Expeditionary Contracting Platoon, deploying/deployed II MEF and Major Subordinate Command (MSC's) supported units, supported Marine Forces (MARFORs), and contract program managers on II MEF contracting issues to ensure services and supplies that support operations and exercises are provided in a timely and effective manner.

(3) Facilitate the validation and prioritization of II MEF contracting requirements for supplies and services.

(4) Provide advice and guidance on all matters pertaining to contracting support and ensure that II MEF staff/personnel and Major Subordinate Command/Element (MSC/E) personnel are trained on how to properly obtain contracting support.

(5) Develop policies and procedures that integrate contracting support within the II MEF staff planning process.

(6) Develop and maintain II MEF contracting policy and instructions.

(7) Maintain oversight, assist in planning, and provide training for II MEF units and Expeditionary Contracting Officers (ECO) deploying in support of II MEF Operations.

(8) Ensure all contracting regulations are disseminated and enforced at all levels within II MEF, including deploying/deployed elements.

(9) Advise and assist II MEF Staff in execution of their contracts and contractor performance.

(10) Sit on the II MEF SRRB as a non-voting member to provide contracting subject matter expertise and guidance.

(11) Provide Unauthorized Commitment (UAC) process guidance and review UAC packages for submission to the appropriate contracting authority.

(12) Review and guide expeditionary contracting requests and tasks in coordination with 2D MLG ECP.

(13) In accordance with reference (IAW) (f) and in coordination with the ECP and other participating joint units, be prepared to stand up an Operational Contract Support Integration Cell (OCSIC) for II MEF/Marine Expeditionary Brigade (MEB) exercises and operations.

(14) Be prepared to (BPT) provide support to the conduct of the II MEF SRRB as per reference (h). The SRRB is a component of the B2C2WGs that the AC/S G-4 is responsible for conducting when the MEF is deployed.

(15) Actively engages staff at higher, adjacent, and subordinate commands to facilitate II MEF contracting efforts, i.e. MCI-East RCO, Second MLG ECP, component commands, and other OCS offices.

(16) IAW reference (f) and in coordination with the ECP and other participating joint units, be prepared to stand up an OCSIC for II MEF/MEB exercises and operations.

(17) The OCS Chief will hold this position in the absence of the OCS OIC.

b. OCS Chief

(1) Reports directly to the OCS OIC, and in their absence, assumes the contracting oversight responsibilities and duties of the OCS OIC.

(2) Actively engages staff at higher, adjacent, and subordinate commands to facilitate II MEF contracting efforts, i.e. MCI-East RCO, 2D MLG ECP, component commands, and other OCS offices.

(3) Assist the OCS OIC in overseeing and monitoring contracting operations and contractor performance for II MEF to ensure all II MEF contracting requirements are adequately supported.

(4) Provide pre-deployment training to II MEF units for exercises and operations.

(5) Provide UAC process guidance and review of UAC packages for submission to the appropriate contracting authority.

(6) Ensure all contracting regulations are disseminated to all levels within II MEF.

(7) Review and monitor Inter-Service Support Agreements (ISSA), Acquisition and Cross Service Agreements (ACSA), and the ordering and contracting documentation before, during, and after execution.

(8) Advise II MEF staff on contract requirement development and processing.

(9) BPT provide support to the conduct of the II MEF SRRB as per reference (h). The SRRB is a component of the B2C2WGs that the AC/S G-4 is responsible for conducting when the MEF is deployed.

(10) Advises II MEF staff in all matters relating to contracting requirements package submission.

(11) Ensures all II MEF personnel are trained on the open purchase process, understand SRRB procedures, and understand the importance of submitting all requirement packages in a timely manner. Contact OCS for advice prior to seeking outside contracting support.

(12) IAW reference (f) and in coordination with the ECP and other participating joint units, BPT stand up an OCSIC for II MEF/MEB exercises and operations.

CHAPTER 2

REQUIREMENT DEFINITION

1. Overview. Chapter 1 discussed the baseline planning process. This chapter will discuss how to convert the end products of planning into proper contracting formats. Units should familiarize themselves with reference (d) to understand the specific formats, rules and guidelines that will be required by the primary supporting contract office, the MCIEAST-RCO.

2. Baseline Considerations. Units must have an understanding of what is required in terms of a supply, end-item, or desired end-state for a service. Not having an understanding will cause delays in the contracting process, delivery of the wrong supply, or performance of a service that does not meet the required mission. Units should ensure the item or service requested is not prohibited for procurement before planning begins.

a. Supplies/End Items. Units need to state the minimum or salient characteristics for a given supply. With today's technology it is easy to conduct research for a desired supply/item and use the given characteristics. The units should focus their efforts on defining the minimum characteristics and required delivery date, but not focus on the source, or provider, of that supply.

b. Services. There are many different types of services. Each type of service has unique requirements definition, vetting, validation, waiver and other contractual limitations. The most important of all these unique considerations is clarity; concise and accurate requirement definition. The following documents are the ones that will be used to make clear, concise, and defined requirements:

(1) Statement of Work (SOW). The portion of a contract which establishes and defines all non-specific requirements for contractor's efforts either directly, or with the use of specific cited documents. In simplest terms, a statement of work tells a vendor how to do given tasks. Units would use a statement of work for requirements where the specific tasks and deliverables are known, or must be completed exactly as determined by the unit.

(2) Performance Work Statement (PWS). A statement of work for performance-based acquisitions that describes the required results in clear, specific and objective terms with measurable outcomes. Units would use a performance work statement when deliverables can be achieved at the discretion of the vendor.

(3) The Defense Procurement and Policy (DPAP) link provides units with a large list of sample SOW/PWS, and additional training products.

<http://www.acq.osd.mil/dpap/ccap/cc/jcchb/HTML/Topical/sow.html>

3. Waiver/SRRB Process. When defining requirements, units must understand the associated waiver requirements for their need, and allow sufficient lead-time for the waiver authority to review/approve. As an example, IT waivers from Headquarters Marine Corps (HQMC) can require months of lead-time.

CHAPTER 3

CUSTOMER ROLES AND RESPONSIBILITIES

1. Training and Turnover overview. II MEF staff and MSC/E's are responsible for disseminating this Order to the lowest level. It is recommended that this Order be incorporated into II MEF staff desktop procedures to ensure all outgoing personnel conduct adequate training on open purchase processes with incoming personnel to ensure a smooth transition. Upon request, OCS will be available to provide training dependent upon the operational tempo.

2. Determining and Defining Requirements. The requesting MEF section or MSC/E is responsible for determining and defining their requirements before presenting them to a Contracting Officer or the SRRB. Careful research must go into determining the appropriate recommended course of action for support prior to presenting requirements for approval, funding, and execution.

3. Contracting Officer Representative. II MEF staff and MSC/E's will identify and nominate a Contracting Officer's Representative (COR) for all contractual requests for services. It is recommended that the nominated COR be the functional area expert to ensure all requirements are addressed. The request will have the COR's nomination letter and a copy of the required COR training certificates required to become a certified COR. Training requirements for COR appointment is dictated by references (a) thru (e). II MEF G-4 OCS and other contracting personnel may provide additional information for any questions regarding COR responsibilities, training, or appointment. All COR management shall be IAW appropriate contracting office regulations. See Chapter 4 for specific duties of the COR.

4. Supply Requests. IAW reference (d), all requests are required to be funded through the Purchase Request Builder (PRB) system.

5. Market Research. The purpose of market research is to research the capability and availability of products and services. It also determines the most appropriate means of obtaining them. Market research includes reviewing ACSA, Status of Forces Agreements (SOFA), Host Nation Support Agreements (HNSA), already existing contracts, and lastly, locating vendors in the industry via professional journals, Internet, and word-of-mouth. For commercial acquisitions, helpful information includes the vendor's name, address, telephone number, fax number, email address, pricing, estimated shipping, etc. Market research is not the selection of a method of procurement or a vendor.

a. Acquisition Cross Service Agreement (ACSA). ACSAs are agreements that are allowed under Department of Defense (DoD) Directive 2010.9 and give Commanders the authority to acquire or provide logistical support, supplies, and services directly from/to eligible countries and international organizations. These agreements can be used to provide support such as billeting, airport use, port-a-john services, bottled water, and other base life support services. The supplies/services available depend on the agreement between the United States (US) and the partnering nation. Listings of ACSAs and the supplies and services that are specifically allowed for and how they are to be accounted for are available via the ACSA Global Automated Tracking and Reporting System (AGATRS). Both Staff Judge Advocate (SJA) and OCS personnel can provide expertise on the use of ACSAs. Global Combatant

Commands retain authority to enter into agreements with approved countries within their areas of responsibility.

b. Status of Forces Agreement (SOFA). A SOFA is an agreement between a host country and a foreign nation stationing forces in that country (e.g. Japan, Korea, Germany etc). The SOFA is intended to clarify the terms under which the foreign military is allowed to operate. Items addressed by SOFAs may include issues like entry and exit into the country, tax liabilities, postal services, and employment terms for host-country nationals. SOFAs often specify which support services are to be covered by the host nation or may dictate how the visiting force will procure and account for certain services (e.g. ship support, utilities, etc). The SJA is available to provide guidance on the provisions of any host nation SOFA.

c. Mandatory Sources. The requiring individual, or staff section, is responsible for screening mandatory sources of supply when submitting requirements that are valued under \$5,000 for supplies and under \$2,500 for services. Some mandatory sources are listed below:

- (1) Local/USMC SERVMART <https://www.usmcservmart.gsa.gov>
- (2) NIB/NISH Ability One <http://www.abilityone.com>
- (3) DOD EMAIL (for office supplies) <http://www.dla.mil/Info/FedMall/>
- (4) General Services Administration (GSA) Wholesale <http://www.gsaadvantage.gov>

Upon confirmation that the requirements can be sourced from one of the above sources, the requiring individual, or staff section, is expected to forward their requirements electronically via Purchase Request Builder (PRB), to the comptroller for funding using the appropriate workflow. Requiring individuals or staff sections should become familiar with the above internet sites as they also provide a convenient method to track the status of requirements until receipt.

6. Information to be obtained. Requirements generation begins with market research. Market research is the ongoing process of collecting and analyzing information about capabilities that are available for meeting an agency's needs. It identifies prospective methods of acquiring supplies and services. Without market research, II MEF and its MSC/E's may miss out on acquiring provisions and services that have been pre-arranged by a Combatant Commander or through existing agreements between partnering nations. In terms of commercial procurement, without adequate market research the Government may miss out on the products and services of highly qualified contractors, or ask for nonstandard requirements that are impractical, outdated, or unduly expensive. The goals of market research are to determine how and what to buy and which resource can best meet the government's needs. While the nature and extent of market research varies with the size and complexity of what is required, market research, when properly conducted, should answer the following questions:

a. What are the government's basic requirements? Begin by clearly identifying the Government's needs. By doing so, you will be able to ask the right questions when making inquiries in the marketplace. Start with known sources or methods that have been used in the past to obtain the required

supply or service. For example, per a Host Nation agreement, it may already be stipulated that barracks for lodging of US troops is the responsibility of the host nation military.

b. Researching agreements in place that may meet the basic requirements. When dealing with OCONUS requirements, ensure to exhaust pre-existing ACSA and HNAs first before considering commercial sources. If there are no pre-existing agreements in place and it is determined that a commercial source is the preferred method of support, the purposes of market research will be to foster and promote competition to obtain the best products and services at the lowest cost to the Government. Avoid prematurely concluding that only one vendor can meet the government's needs, or that the products or services offered by one particular source are the best and therefore should be procured without further consideration of other possibilities. Either scenario short changes requiring activities and agency programs and often prolongs the procurement process.

c. Identify the characteristics and features of the products and services offered by each vendor. Under what terms and conditions are these items being offered? Through market research, customers become aware of significant characteristics and features of products and services that the government needs. For example, what are the minimum essential elements in meeting requirements, vice nice-to-have or unnecessary capabilities? Market research helps customers establish priorities, and in doing so, refine the government's requirements. Market research information can be used to more fully and completely define and document the following: mission and operational needs, performance standards, system and design specifications, support strategies and plans, program milestones, the content of subsequent product descriptions and performance work statements, essential terms and conditions for inclusion in contracts, and evaluation factors for use in the source selection process.

d. What are the estimated prices of these goods and services? Establish what you can reasonably expect to pay, to ensure that adequate funding is available. Certainly ensure the vendor clearly understands this is a market survey and not a commitment by the government to buy. If support is provided via a Mutual Logistics Support Request (MLSR) against an ACSA, ensure to understand how reimbursement is to be made (e.g. equal item exchange, replacement-in-kind, or cash value). When exercising an MLSR and utilizing cash value for the method of reimbursement, the associated costs for supplies or services should be validated by an ECO with vendors in the local economy to ensure price is fair and reasonable.

e. Are the products and services offered commercial or noncommercial in nature? The answer to this question affects when the government's requirements can be delivered, the timing and complexity of the contracting process, and how much the government must pay. Noncommercial items are generally more expensive, and take much longer to acquire. Whenever possible, attempt to procure commercially available products and services.

7. Research Techniques. Determine whether the agency has previously acquired the particular products or services needed or similar items. If so, review the contract files and performance work statements as a guide for defining what is currently needed. Ensure current requirements are not defined in a way as to lean toward a particular vendor. Also note who previously was considered for contract award, the techniques used to survey

the market, and the agency personnel involved. This information can provide valuable leads for further investigation. Another recommendation is to review the requirement with the customer and contracting officer to determine if there were any problems to ensure we preclude repeating them.

8. Finding New Contractors. Market research may involve something as simple as conducting an Internet search. Professional journals, conferences, and the querying of Government and industry databases may also provide insight. The GSA maintains a variety of schedules permitting government agencies to place orders against existing contracts for various types of supplies and services. As a basis for further inquiry, you may wish to contact the procurement office to determine whether your requirement is covered by an existing GSA schedule, and what contractors are listed under it.

9. PRB. II MEF staff sections and MSC/E's will identify a minimum of one person to be assigned a "Requirements User" role in PRB to submit requests on behalf of their section. PRB is the Marine Corps' online requirements request application. PRB guides the user through the process of generating a request, including applicable documentation/ information and routing for necessary reviews or approval (funding). To request PRB access, contact your supply or comptroller section.

10. Contract Support. All requirement packages for contract support will be prepared by the section requesting the support.

a. The requirements package will be submitted, uploaded, and routed in the PRB system. Appropriate planning must be conducted by the requesting section to ensure the mission is not negatively affected by Procurement Administrative Lead Time as outlined in enclosure (1).

b. The section requesting support will track the requirement and remain available to answer questions from personnel in the workflow. It is also the responsibility of the requesting section to be the main POC for questions and support needed from the contracting officers in charge of the procurement process.

11. Host Unit Support. All requests for support from supporting agencies will be managed by the section requesting the support. The section requesting the support will contact the supporting agency to obtain local requesting procedures. The Installation Support Agreement (ISA) should be researched prior to requesting Host Unit Support.

a. Funding requests for Host Unit Support will be submitted and routed via PRB. Upon approval of the requirement, the Comptroller will forward the complete package to the supporting agency for appropriate action.

b. A support agreement between the supporting agency and II MEF will be coordinated and established by the section requesting the support. A current copy of the support agreement will be retained by II MEF supply, the section requesting the support and made available upon request.

12. II MEF OCS. OCS is the command's expert on procurement processes and can assist with determining proper courses of action for every requirement, as well as locating other types of contract support around the world. Early communication is essential to mission success.

CHAPTER 4

CONTRACTING OFFICER'S REPRESENTATIVE

1. COR. CORs are responsible for meeting the standards contained herein.
2. Certification Requirements. A candidate must complete 40 hours of basic COR training not more than two years prior to an initial appointment as a COR. Although classroom training is preferred, on-line training through the Federal Acquisition Institute or the Defense Acquisition University is acceptable. The training must be comprehensive and specific to COR duties.
 - a. All CORs must complete training in any additional category (e.g., performance based acquisition, strategic sourcing) required by the contracting officer (KO) in conjunction with the appropriate Project/Program Office. It is strongly recommended that performance based contracting training be completed to fulfill the maintenance training requirements.
 - b. Individuals are required to submit their completed training certificate(s) to the KO.
 - c. The KO determines whether the individual has fulfilled the requirement for an initial 40 hours of basic COR training.
 - d. Completing COR training alone confers no authority, nor does it appoint an individual as a COR. In addition to this training, a KO will assess other suitability factors prior to making an appointment.
3. Appointment Responsibilities. KOs shall determine the need to appoint a COR to a contract, evaluate the qualifications of an individual to serve as the COR, and provide a written delegation of the COR's authorities and duties. The CO determines the duration of the appointment and has the right to unilaterally terminate the delegation at any time.
 - a. CORs are responsible for completing and maintaining all required training, for entering completed training into ACMIS, and for knowing and adhering to all terms specified in the COR appointment memorandum issued by the CO.
 - b. The COR's Supervisor is responsible for understanding the limits of the COR's authority and verifying that the training requirements are met. The supervisor should consider including COR duties in the individual's Performance Standards, and may consult the Commanding Officer (CO) for input related to the COR's performance evaluation.
4. Nomination and Appointment Procedures. The KO will decide whether a COR is necessary to support a specific contract and advise the program office as early into the acquisition process as practical. It is highly recommended that the COR be involved in the acquisition process, i.e., assisting in the development of the technical requirements, the quality assurance plan, and any other pre-award activities. This ensures that the COR is familiar with the requirements of the contract.
 - a. Conditions favoring the need for a COR include, but are not limited to: cost type contracts; service contracts; high visibility or otherwise sensitive contracts; large, complex, or high risk awards; awards subject to

testing requirements; performance based acquisitions; and awards with performance standards and monitoring requirements. Appointment of a COR is generally not necessary when oversight duties are limited to verifying the count and quality of delivered end items. KOs will appoint an individual to be a COR based on their determination regarding the technical, professional, and administrative qualifications of the individual. KOs may require CORs to complete additional training if deemed necessary for the successful administration of a contract.

b. It is acceptable for customers to nominate individuals as primary and alternate CORs in the event the primary COR is unavailable for an extended period. Each individual nominated for appointment must be technically and professionally competent, free of conflicts of interest, and qualified to serve as a COR.

c. The KO will only appoint a certified individual as COR. The KO will define the appointment duration in the written delegation of authority and has the right to terminate the delegation at any time. The COR does not have the authority to re-delegate his or her COR appointment. Appendices 1 and 2 provide sample templates for written appointments and should be tailored to the circumstances of each contract. The memorandum should reflect the degree of involvement needed for effective contract administration of that particular contract, taking into account factors such as contract type, item or service being procured, and the COR's level of knowledge and experience. The CO's authority to bind the government may not be delegated to a COR.

d. The KO must ensure proper distribution of all contract documents and delegations in accordance with FAR Part 4.

5. Appointment Duties. Once appointed, a COR must:

- a. Know and adhere to the limits of his or her written delegation.
- b. Perform timely and reasonable monitoring of contract performance.
- c. Conduct duties in a professional and ethical manner.
- d. Coordinate inspection and acceptance duties with the Government inspector (if applicable).
- e. Maintain confidentiality of sensitive information.
- f. Avoid improper business practices and personal conflicts of interest.
- g. Provide timely and effective communication with the KO on the status of contract administration.
- h. Ensure timely and proper inspection, rejection or acceptance, and reporting of deliverables.
- i. Ensure that all official documentation is provided to the KO for retention in the contract file.
- j. Process invoices, and record personal property, if any, IAW the rules and regulations established by the agency and the contract.

k. Adhere to all terms and conditions of the contract.

6. Appointment Termination. The KO is responsible for any decision to terminate COR authority.

a. At any time, the KO may unilaterally terminate the appointment of the COR for administrative reasons, or for cause, and appoint a new COR, if necessary. Such terminations must be in writing and state the effective date of termination. A copy of the termination notice must be forwarded immediately to the contractor after issuance by the KO.

b. Customers may request that the KO terminate the appointment of a COR, but should BPT concurrently offer another candidate if a COR is still necessary for the administration of the contract.

c. Appointment is automatically terminated when the contract for which the appointment was made is completed.

CHAPTER 5

SERVICE REQUIREMENTS REVIEW BOARD (SRRB)

1. Overview. The purpose of II MEF SRRB is to provide the Commanding General (CG) a complete picture of all service contracts. It reviews, validates, and makes recommendations to the II MEF CG on designated requests for supplies, and services.

2. II MEF SRRB. The SRRB is a semi-annual reporting requirement to identify service contracts greater than the simplified acquisition threshold (SAT). Reference (g) through (h) and subsequent semi-annual messages require that MSC's establish a SRRB and report results to II MEF OCS office. The SRRB is comprised of voting and non-voting members. The members recommend "approval" or "disapproval" then forward the request to the CG for final approval. II MEF retain authority to validate all service contracts requiring manpower to execute. MSCs would be authorized to validate contracts that are strictly for services i.e. wireless device service. This would enable CG, II MEF to maintain control of the number of contractors while allowing the MSCs to validate their service only requirements. MSCs would still be required to notify II MEF OCS office of all validated packages.

a. Voting members must be prepared to review requirements from both a functional perspective and an overall benefit to the command. They will use their knowledge, training, and education to provide a recommendation based on well-reasoned judgment

b. The chart below lists the membership of the SRRB and their duties. Further detail on the members and duties is in the following paragraphs.

BILLET	RESPONSIBILITY
AC/S G-1 (Deputy)	Board Chair/Civilian Manpower Assessment
AC/S G-3	Alignment with MEF CG mission guidance/priorities
AC/S G-8 (Deputy)	Alignment with MEF CG spending guidance/priorities
MEF OCS	Contracting Assessment
Eastern Area Council	Fiscal/Procurement Law Assessment
Others	As determined by board members

c. AC/S G-1 (or Deputy). An O-5/6 or the deputy from the G-1 will serve as the senior member (board chair). This individual will ensure the board is conducted in a professional, impartial, and unbiased manner. This member will ensure civilian manpower options and concerns are properly addressed in the board. This individual will also advise requirement generators on the TO/ECR submission process if this is an option for a given requirement.

d. AC/S G-3. The G-3 Representative will provide amplifying comments on the acceptability, feasibility, and supportability of a given requirement. This individual will also ensure the requirement is in accordance with II MEF CG planning priorities.

e. AC/S G-8 (or Deputy). The G-8 member will validate funding is available for a given requirement. This individual will also ensure the requirement is in accordance with II MEF CG spending priorities.

f. The II MEF OCS and Eastern Area Counsel Office (EACO). These members will ensure a given requirement is contractually feasible, supportable, and legal as presented to the board.

g. The II MEF SRRB for services will be convened upon receipt of a complete requirement package. The board will have 7-10 days to assess a requirement, identify the supporting contracting activity, and receive a determination from the II MEF Chief of Staff (C/S), or CG.

h. The II MEF C/S, or CG will be the final approval authority for all performance based (task oriented) service requirements boarded at II MEF.

3. MSC/E Contract Manager. Each MSC/E will assign, in writing, an individual who will function as the direct representative for all MSC/E contract requirements. A copy of the letter will be forwarded to II MEF OCS Branch and kept on file. This individual will maintain direct liaison with the II MEF OCS Branch, and specific duties include:

a. Manage and monitor all MSC/E service contracts.

b. Represent all MSC/E service and supply requirements in a deployed environment.

c. Unit responsibilities. Units are responsible for conducting proper analysis (MCP, DOTMLPF, warfighting function, market research/possible sources of the service or supply including within the DoD (e.g., USMC and MCCS), etc.) prior to submitting a request for any supply/service to the II MEF SRRB.

4. Additional Information. The first and most important SRRB is run in mid to late summer to approve the next years' service contract requirements. SRRB will run throughout the year to capture unforeseen annual service requirements and is reported during the semi-annual review in February and August.

CHAPTER 6

RATIFICATION OF UNAUTHORIZED COMMITMENTS

1. Overview. Reference (d) defines an unauthorized commitment (UAC) as the liability that occurs when a government representative, (military or civilian) enters into an agreement that is not binding. Only warranted contracting officers and GCPC cardholders are authorized to enter into a binding agreement (contract). NO OTHER GOVERNMENT REPRESENTATIVE HAS THE AUTHORITY TO ENTER INTO COMMERCIAL FINANCIAL AGREEMENTS. The risks associated with UACs are:

a. Government employees committing violations can be held personally responsible/liable for the entire payment, and could receive disciplinary action.

b. Contractors/vendors performing essential services, or providing supplies, shall be notified by the Government to immediately stop performance/delivery. This may have a direct impact on II MEF's operations.

2. UAC Prevention. Commanders will prevent unauthorized commitments by ensuring all personnel receive recurring "Unauthorized Commitment Prevention" training, and ensure those without the authority to bind the Government understand this limitation. Unauthorized commitment prevention training shall be included:

a. As part of pre-deployment training for all deployments.

b. As part of the initial planning conference discussions for all exercises.

c. During all II MEF OCS Branch led training events. The MCI-East RCO also provides UAC training during their unit-level training classes.

d. The minimum training requirement consists of the presentation and discussion of the "Unauthorized Commitment" video produced by HQMC Installations and Logistics (I&L). The video is six minutes long and can be obtained from the II MEF G-4 OCS.

3. UAC Identification. Upon identifying a UAC, Commanders will submit a complete unauthorized commitment ratification package to the appropriate authority as outlined in reference (c) for ratification.

a. Any UAC valued at or below, \$25,000 will receive a final endorsement by the first General Officer (GO) in the unit's chain of command.

b. Any UAC valued over \$25,000 the II MEF CG is the final endorsement authority.

c. Any UAC valued at or below \$50,000, requires ratification by MCI-East RCO.

d. Any UAC valued over \$50,000, requires ratification by HQMC I&L.

e. Major Subordinate Elements (MSE) which belong to II MEF but do not have a GO available for endorsement will submit their UAC packages to CG, II MEF for review, recommendation and endorsement via AC/S G-4.

f. All unauthorized commitments, committed within II MEF will be reported to the CG, II MEF.

4. UAC Ratification. Ratification is defined as the act of an official, who has the authority to do so, approving a UAC. A UAC may be ratified by a warranted contracting officer, if certain conditions are met. These conditions include:

a. Supplies or services have been provided to and accepted by the government, or the government otherwise has obtained or will obtain a benefit resulting from performance of the unauthorized commitment.

b. The ratifying official has the authority to enter into a contractual commitment.

c. The resulting contract would otherwise have been proper if made by an appropriate contracting officer.

d. The contracting officer reviewing the unauthorized commitment determines the price to be fair and reasonable.

e. The contracting officer recommends payment and legal counsel concurs in the recommendation, unless agency procedures expressly do not require such concurrence.

f. Funds are available and were available at the time the unauthorized commitment was made.

g. The ratification is in accordance with any other limitations prescribed under agency procedures.

5. Completing a Ratification Package. Ratification packages are completed using the checklist for ratification of UACs provided by the supporting contracting office. The package requires at a minimum:

a. Statement of facts from the individual who authorized delivery of supplies, or performance of services without the authority to bind the government.

b. Copies of all supporting documents, original invoices, funding documents, and other evidence of the transaction.

c. Command UIC and RUC on the Commanding Officer's Endorsement.

d. First General Officer (GO) in the chain of command endorsement

e. Investigation completed by the Command on the UAC.

f. Description of what Corrective action was taken to prevent future UACs.

g. Determination and Findings (D&F) completed by a warranted contracting officer.

h. Legal concurrence.

6. Ratification Review. UAC ratification packages shall undergo the following staff review sequence before going to the Commander:

a. OCS G-4 for completeness

b. Staff Judge Advocate for internal command legal review (the ratifying contract office will seek their own legal review from EACO).

c. AC/S, G-8 for financial review.

d. Staff Secretary administrative review.

e. C/S prior to the CG's review and endorsement.

7. Tracking Ratification Packages. Once identified, II MEF OCS will track ratification packages for all II MEF MSC/E's, until the appropriate ratifying office makes a final determination.

a. II MEF OCS will retain copies of all MSC/E UAC ratification packages, and maintain a II MEF UAC tracker with the current status of pending packages.

b. If the decision is made to ratify the UAC, II MEF G-4, OCS will obtain a copy of the awarded purchase order and maintain situational awareness until the contractor receives final payment.

c. If the ratifying official makes the determination that a UAC cannot be ratified, the command, contractor, and individual who initiated the UAC will be notified. In the event that a UAC cannot be ratified, the contractor may submit a claim against the government IAW Part 33 of reference (a), or pursue repayment from the individual who initiated the UAC.

PROCUREMENT ADMINISTRATIVE LEAD TIME (PALT)

Dollar Value	Acquisition	Days to Award
>\$3,500.00-<\$150K	All	30
>\$150K-<\$7M	Supplies	120
>\$150K-<\$7M	Services	150
>\$7M-<\$10M	Supplies	190
>\$7M -<\$10M	Services	240
>\$10M-<\$50M	Supplies	270
>\$10M-<\$50M	Services	290
>\$50M	All	365

Further information available at:

<http://www.mcieast.marines.mil/Staff-Offices/Contracting/Procurement-Administrative-Lead-Time/>

CHECKLIST FOR RATIFICATION OF UNAUTHORIZED COMMITMENTS

Ref: (a) Federal Acquisition Regulation 1.602-3
(b) Marine Acquisition Procedures Supplement 1.602-3
(c) Policy Determination: Ratification of Unauthorized Commitments

I. Definitions

1. 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.

2. Ratification. The act of approving an unauthorized commitment by an official who has the authority to do so.

II. Initiating Activity Responsibilities. (Unit and individual which committed the Unauthorized Commitment).

1. ☐ Provide a statement signed by the person who made the unauthorized commitment describing the circumstances. The statement must address the following:

a. ☐ What bona fide Government requirement necessitated the commitment.

b. ☐ Why were normal procurement procedures not followed?

c. ☐ Did the Government derive any benefit from the goods or services received?

d. ☐ What is the cost of the goods or services?

e. ☐ Are there any other pertinent facts?

2. ☐ Provide all orders, original invoices, and other documentary evidence of the transaction.

3. ☐ Provide endorsement up to and including the first General Officer (May be signed by O6 acting in absence of CG) in the chain of command on whether the commitment should be ratified. The endorsement provides the following:

a. ☐ Verifies the accuracy and completeness of the documentation

b. ☐ Describes the measures taken to prevent a recurrence of an unauthorized commitments within the command.

c. ☐ Provides a complete purchase request and appropriate funding for ratifying the contract. Funding must be from the fiscal year in which the Unauthorized Commitment took place if such funds are available. Otherwise, currently available funds may be used.

4. ☐ Forward package to the Regional Contracting Office, Camp Lejeune.

III. Contracting Officer's Responsibilities. (Regional Contracting Office, Camp Lejeune)

CHECKLIST FOR RATIFICATION OF UNAUTHORIZED COMMITMENTS

1. ☐ Review the documentation to and endorsement to ascertain whether there are any doubtful questions of fact.
2. ☐ Prepare a Contracting Officer's (KO) Determinations and Findings (D&F). The D&F is the KO's determination addressing the following:
 - a. ☐ The Unauthorized Commitment was not made to circumvent or evade procurement statutes and regulations.
 - b. ☐ The contractor does not have an adequate remedy at law for which the contracts disputes act provides procedures for obtaining relief.
 - c. ☐ Supplies or services have been provide to and accepted by the Government, or the Government otherwise has obtained or will obtain a benefit resulting from performance of the Unauthorized Commitment.
 - d. ☐ The ratifying official has the authority to enter into a contractual commitment.
 - e. ☐ The resulting contract would otherwise have been proper if made by an appropriate contracting officer. The Government was not otherwise precluded by law from procuring the supplies/services.
 - f. ☐ The contracting officer reviewing the Unauthorized Commitment determines the price to be fair and reasonable.
 - g. ☐ Payment is not for unallowable costs.
 - h. ☐ The contracting officer recommends payment.
 - i. ☐ Funds are available and were available at the time the Unauthorized Commitment was made.
 - j. ☐ The ratification is in accordance with any other limitations prescribed under agency procedures.

3. ☐ Forward package to legal.

IV. Legal's Responsibilities. (Eastern Area Counsel's Office)

1. ☐ Review all documentation as to form and legality and for any additional pertinent comment or advice.
2. ☐ Provide approval/determination to Ratifying Official.
3. ☐ Package returned to Contracting.

V. Chief of Contracting Office (CCO) Responsibilities.

1. ☐ Review the documentation and endorsement and if ratification is proper:
 - a. ☐ Prepare CCO's recommendation to the HQMC if greater than \$25K.
 - b. ☐ Ratify the unauthorized commitment if less than \$25K..

CHECKLIST FOR RATIFICATION OF UNAUTHORIZED COMMITMENTS

- c. ☐ Execute the appropriate contractual document if ratified.
- d. ☐ If not ratified, notify the command, the contractor and person who initiated unauthorized commitment.
- e. ☐ Ratification action completed and file closed _____.

**** Note:** Based on the Marine Acquisition Procedures Supplement (MAPS) and amplification by the Office of Counsel for the Commandant (Procurement and Fiscal Law), Unauthorized Commitments must be endorsed by the lowest level Commanding General in the initiating activities chain of command unless there is a Colonel (O6) in the position of "Acting" for that Commanding General. This endorsement may not be signed "By direction."

For Unauthorized Commitments under \$25,000, final ratification is completed by the Regional Contracting Officer, MCB Camp Lejeune. For Unauthorized Commitments over \$25,000 ratification is completed by the Deputy Commandant for Installation and Logistics.

UNAUTHORIZED COMMITMENT DECLARATION EXAMPLE

[Use the template outlined below as a guide when preparing the Declaration of Facts by the individual responsible for committing the UAC].

[Tailor all aspects of this template to the individual UAC and ensure that any template areas providing sample language, fill-ins, or instructions [i.e., bracketed, etc.] are deleted prior to submitting the completed ratification package to ADC HQMC, I&L (Contracts)].

[When preparing the letter, use the Command letterhead stationery]

From: [Insert individual's name, rank and position title]

To: [Insert name of Commanding General]

Subj: DECLARATION OF FACTS BY INDIVIDUAL RESPONSIBLE FOR COMMITTING THE
UNAUTHORIZED COMMITMENT FOR [insert supplies or services that were
received by the Government for which the ratification is required]

Ref: (a) MAPP 1.602-3-100

Encl: (1) Contractor's invoice

(2) Documentation Substantiating Funding Availability

List any additional enclosures that provide relevant background
for the UAC]

1. [Provide a summary of the circumstances surrounding the UAC. Include dates, times, and names of individuals involved (include rank and position title). Explain your role in the ordering of the supplies/services. Include the contractor's name, a description of the supplies/services purchased and the estimated value. Describe the benefit gained by the Government through acceptance of the supplies/services. Explain whether you are aware of the proper procedures for making this type of purchase and describe those procedures. Explain whether those procedures existed at the time of the UAC and if so, why they were not followed. Use as many paragraphs as you need in order to tell your story of the facts surrounding the UAC].

[Signature]

[Insert name of Individual and Grade/Rank
Insert Position Title of Individual]

UNAUTHORIZED COMMITMENT COMMANDING GENERAL ENDORSEMENT EXAMPLE

[Use the template outlined below as a guide for preparing the Commanding General Endorsement for the Unauthorized Commitment (UAC) Ratification].

[Tailor all aspects of this template to the individual UAC and ensure that any template areas providing sample language, fill-ins, or instructions [i.e., bracketed, italic type] are deleted prior to submitting the completed ratification package to HQMC I&L (Contracts)].

[When preparing the letter, use the Command letterhead stationery]

From: Commanding General [insert command name]

To: Contracting Officer [insert name of contracting office]

Subj: RATIFICATION OF UNAUTHORIZED COMMITMENT OF GOVERNMENT FUNDS FOR
[insert supplies or services that were received by the Government for
which the ratification is required]

Ref: (a) Marine Corps Acquisition Policy & Procedures (MAPP) 1.602-3-100

Encl: (1) Declaration of Unauthorized Commitment Facts

1. Enclosure (1), which includes all documentary evidence of the transaction, is forwarded in accordance with reference (a).

2. I have reviewed all documentation included herein and find, to the best of my knowledge and belief, the information to be accurate and complete. I concur that ratification is in the best interest of the Marine Corps. [If the CG disagrees with any of the information provided in the individual's statement, it should be discussed here so that the story is consistent or there is an explanation for why the story is inconsistent.]

3. [Insert the title of the organization that received the supplies or services] received [provide a complete description of the supplies or service received.] The Government has obtained a benefit resulting from the performance of the unauthorized commitment.

4. Funding in the amount of [insert amount of the unauthorized commitment] for the [insert "supplies" or "services"] described above is available and was available at the time the unauthorized commitment was made. The following [insert the fiscal year of the funds to be used and the type of funds, e.g., "FY 16 OM&N"] will be used to ratify this unauthorized commitment:

[Insert the accounting line for the funds identified above.]

5. [Explain what measures have been taken to mitigate the risk of additional unauthorized commitments].

[Signature]

[Insert name of Signer]

Enclosure (4)

SAMPLE OF COR APPOINTMENT MEMORANDUMS

Tailor to each contract and appointment

From: Commanding General [insert command name]
 To: Insert name of contracting office Representative Name
 Subj: Appointment as Contracting Officer's Representative to Contract No.
 [Enter #]

1. You are hereby appointed my Contracting Officer Representative for Contract Number [enter contract no.] for [enter Project Title, Location] with responsibility for technical oversight and contract administration and day-to-day inspection of the work to be performed. Your appointment will be in effect until final completion of the project, or terminated or superseded by the Contracting Officer. The authority extended to you may not be re-delegated.

2. When performing your duties under this appointment, you must be aware of the need to protect the Government's interests, and maintain an impartial, arms-length relationship with the contractor. Avoid any action that places you in a real or apparent conflict of interest position that may compromise the Department of the Interior's position or impair public confidence in integrity or independence.

3. Your responsibilities are limited to the following functions:

- a. Prepare Daily Diaries and forward to the Contracting Officer weekly.
- b. Inspect and accept or reject work and materials.
- c. Ensure compliance with all technical contract terms and conditions.
- d. Interpret specifications and drawings where interpretation does not involve contract cost and time. Any disagreements with the contractor over interpretation of specifications and drawings are to be immediately referred to the Contracting Officer.
- e. Monitor the delivery of government-furnished property; establish an inventory list of the property, set up control requirements; prepare site facilities, and prepare an inspection report.
- f. Prepare and recommend progress payments on a monthly basis as work proceeds.
- g. Stop work if in his/her opinion there is a possibility of significant resource damage or the contractor is commencing unauthorized or unsafe work.
- h. Enforce safety requirements.
- i. Prepare an agency approved Completion Report at the conclusion of the contract work, if necessary. Completion Reports must be forwarded to the appropriate Real Property Officer/Personal Property Officer.
- j. Approve Contractor's and subcontractor's payroll records and forward to the Contracting Officer weekly, or as directed by the Contracting Officer.
- k. Approve or disapprove technical submittals.

SAMPLE OF COR APPOINTMENT MEMORANDUMS

1. Evaluate invoices, progress payment requests, and other requests for payment, and recommend approval or disapproval to the CO.

m. Conduct "Labor Standards Interviews" in accordance with instructions from the Contracting Officer. All known or suspected violations of the Labor Standards Provisions shall be immediately reported to the Contracting Officer.

n. Verify the return or disposition of government property.

4. The Contracting Officer's Representative shall not take the following actions, all of which remain the sole responsibilities of the Contracting Officer:

a. Make any changes to the contract.

b. Terminate the contract in part or in whole.

c. Administer or make decisions concerning any claims and disputes under this contract.

d. Suspend work, except in the event of unsafe acts and conditions that are likely to result in accident or injury.

5. Close liaison will be maintained by the Contracting Officer's Representative, the Contracting Officer, and the Contractor. The Contracting Officer's Representative shall immediately notify the Contracting Officer of any problems encountered, including but not limited to maintaining completion schedules.

6. The Contracting Officer's Representative shall provide a copy of all correspondence and memoranda of conversations concerning this contract to the Contracting Officer.

7. So that the above may be a matter of record, you are requested to immediately acknowledge receipt of this appointment by signing both copies, returning one copy and retaining the original for your files.

I. M. Marine

SAMPLE OF COR APPOINTMENT MEMORANDUMS*Tailor to each contract and appointment*

From: Commanding General [insert command name]
 To: Insert name of contracting office Representative Name
 Subj: Appointment as Contracting Officer's Representative
 to Contract No. [Enter #]

You are hereby appointed to serve as Contracting Officer's Representative for Contract No. [enter contract no.] awarded to [enter vendor name and address]. Your appointment will be in effect until final completion of the project, or until terminated or superseded by the Contracting Officer. By copy of this appointment, the contractor is being advised of your authority.

If potential for a conflict of interest with your appointment as a COR develops, you shall advise your 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 to maintain public confidence in the U.S. Government's conduct of business with the private sector.

Attached are the "Instructions to Contracting Officer's Representative" which provides you with details as to the scope of your authorities and responsibilities. It is important that you thoroughly review and familiarize yourself with the attached instructions and the terms and conditions of the subject contract, and applicable Federal Acquisition Regulation. Proactive contract monitoring, especially attention to required delivery and/or performance dates, is critical to protect the government's interests.

You may not re-delegate your COR authority.

If you should have any questions regarding the attached instructions or any aspect of the subject contract, please contact me immediately at [enter CO phone & fax numbers, email address, mailing address, etc.].

Please acknowledge receipt of this memorandum and the attached instructions by returning a signed copy of this appointment memorandum to me at the mailing address listed above.

 Signature

Date

Attachment

cc: Contractor name and address
 Supervisor of appointed COR

SAMPLE OF COR APPOINTMENT MEMORANDUMS

SAMPLE ATTACHMENT - INSTRUCTIONS TO COR

From: Commanding General [insert command name]
 To: Insert name of contracting office Representative Name
 Subj: Appointment as Contracting Officer's Representative

When performing your duties under this appointment, you must be aware of the need to protect the Government's interests, and maintain an impartial, arms-length relationship with the contractor. Avoid any action that places you in a real or apparent conflict-of-interest position that may compromise the Department of the Interior's position or impair public confidence in integrity or independence.

1. Preparation. You are the official Government representative for technical and administrative matters under this contract. To prepare for these duties, we recommend you take the following actions:

a. Read and make sure you understand the terms of the contract. Discuss any unclear areas with the Contracting Officer. In particular, make sure you understand the administrative procedures required for initiating actions under the contract, such as issuance of delivery orders or exercise of contract options, including your responsibilities for initiating additional requisitions.

b. Create and maintain a file to document your actions as COR under this contract. The file should include:

- your copy of the contract, memorandum of appointment, and these instructions;
- copies of any relevant correspondence;
- record of any telephone conversations or other communications with the contractor; and
- other records of the contractor's performance, such as reports of in-process inspections, visits to the contractor's facility, and service reports. These items will vary depending on the nature of the contract.

c. Review the contract's schedule for deliveries, completion dates, option/renewal dates, and any other report or data submission dates, and establish a log or tracking system to make sure you are prepared and available for upcoming actions.

d. If the contract is expected to result in scientific publications, there is potential for conflict of interest if the COR who evaluates contractor funding and payment requests is also listed as a co-author on any resultant publications. If applicable, discuss any potential conflicts with the Personnel Officer to ensure no standard of conduct violation will occur.

2. General and Administrative Information

a. Know the scope and limitations of your authority and use reasonable care in exercising your authority.

SAMPLE OF COR APPOINTMENT MEMORANDUMS

b. Safeguard the contractor's confidential business and technical information. Confidential information may include proposal pricing, technical documentation, or personnel data. Do not release any information without first consulting the Contracting Officer to determine if such release of information is permissible.

c. Notify the Contracting Officer immediately of any matter related to this contract that may need his or her action.

d. Furnish the Contracting Officer copies of all pertinent trip reports, conference reports, and copies of all correspondence.

e. Certify that the contractor has satisfactorily completed the contract and the Government has received and accepted all deliverable items.

f. After the contract is completed, you may be required to write an evaluation of the contractor's technical performance. The Contracting Officer will provide any specific forms if required.

g. Notify the Contracting Officer whenever you become aware of events or changes, whether permanent or temporary that will impair your ability to perform any of your duties as COR.

h. When necessary, due to distance or geographic dispersion of sites, you may designate other employee(s) to perform inspections or monitor stated aspects of performance. These individuals may act as your "eyes and ears" at the worksite, but may not be delegated your authority to make decisions or to represent the Government in communications with the contractor. You should instruct any such employees to immediately refer to you any potentially controversial matters they encounter with the contractor.

i. In accordance with procedures, coordinate and validate contractor's staff are compliant with applicable IT security requirements, including Homeland Security Presidential Directive (HSPD) 12.

3. Technical Liaison, Monitoring and Inspection

a. Interpret Government drawings and specifications for the Contracting Officer and, upon specific written authorization from the Contracting Officer, provide that information to the contractor.

b. Coordinate site entry for contractor personnel and ensure that any Government-furnished property is available when required.

c. Review contractor requests for travel, overtime, equipment, or subcontracting not approved by the Contracting Officer before award. Analyze the contractor's technical and management reports.

d. Provide the Contracting Officer with technical recommendations on Government or contractor-proposed changes, including assessments of their specific impact on the contract and its cost or price. Upon request of the Contracting Officer, assist in negotiating post-contract claims and termination adjustments.

SAMPLE OF COR APPOINTMENT MEMORANDUMS

e. Observe the contractor at work to determine if performance complies with the contract. This includes observation of the work system, methods, and execution.

f. Immediately notify the contractor and Contracting Officer of any potentially hazardous working conditions. The contractor is always required to comply with federal Occupational Safety and Health Administration (OSHA) guidelines, as well as any state or local requirements for workplace safety, even on a federal facility.

g. Record and report to the Contracting Officer incidents of nonconforming work, delays, or problems, including inadequacies, discrepancies, or questionable practices for corrective action. In addition, you are required to submit a monthly report concerning performance of services rendered under this contract. Advise the Contracting Officer of the following situations:

- possible changes in contractor management or key personnel, including clauses, if it affects security access to IT systems and/or government facilities;
- potential labor disputes or workforce problems;
- disagreements with contractor as to specification/Statement of Work requirements or other potential disputes with the contractor, technical or otherwise;
- lack of progress that may jeopardize the performance/delivery schedule; and
- hazardous working conditions, including contractor's planned corrective action.

h. If a potential dispute or delinquency arises, your communications with the contractor must be limited to fact-finding and obtaining recommendations from the contractor on efforts he/she proposes to achieve compliance with the specifications. Avoid any discussions with the contractor concerning disputed matters to prevent later charges that you agreed to or directed any changes in the contract terms.

i. Do not agree to any revised delivery or completion date or start date for services. Also, be careful not to make any statements to the contractor that could arguably infer as an authorized extension, such as indicating that you do not really need the item by the specified date. If you "informally" waive or extend the original date and the contractor's performance becomes even more delinquent, it may be impossible for the Department of the Interior to enforce contract terms or use the contract's remedies.

j. You are not empowered to award, agree to, or sign any contract (including delivery orders) or contract modification, or in any way to obligate the payment of money by the Government. You may not take any action, which may affect contract or delivery order schedules, funds, or scope. The Contracting Officer shall make all contractual agreements, commitments or modifications that involve price, quantity, quality, delivery schedules or other terms and conditions of the contract. You may be personally liable for unauthorized acts.

SAMPLE OF COR APPOINTMENT MEMORANDUMS

k. If the Government is billed based on hours worked, monitor the contractor's hours expended (including overtime, if applicable), and determine whether the qualifications of workers performing under the contract are commensurate with the qualification requirements stated in the contract.

4. Inspection and Acceptance

a. Inspect all deliverable items, services, or materials to determine satisfactory compliance with the contract. Accept or recommend to the Contracting Officer rejection of contract deliverables.

b. For off-the-shelf commercial items, inspection is usually limited to verification of:

- type and kind (Is this the item we ordered - correct size, color, model or part number, if specified in the contract?);
- the quantity delivered;
- any visible damage (including damage to packing materials for items subject to internal damage from rough handling); and
- operability (Is it in working order?).

c. For services not involving deliverable end items, services are generally monitored and accepted upon completion of work or at the end of the month.

d. You are usually entitled to seven (7) calendar days to inspect deliverable item(s). If your item requires a detailed inspection of acceptance testing, the contract probably provides a longer period. The contract will indicate if a longer acceptance period is planned. Make sure you act promptly to perform your inspections or acceptance testing within the allotted time. If you have doubts about the item's compliance with the specification, do not accept it just because the acceptance period is running out. Be advised, however, that delays in inspection may result in payment of interest penalties to the contractor once the items are finally accepted.

e. Acceptance Test Procedures: If you provided or requested special acceptance testing procedures during the solicitation phase of the procurement, they will be as specified in the contract. Be sure you precisely follow the version of those procedures found in the contract award document, not a previous or subsequently revised version. If you find the acceptance test procedures need revision, ask the Contracting Officer to modify the contract to incorporate the changes.

f. Performance [Test] Period: Highly complex items (such as IT) typically are required to perform successfully in the Government's working environment for a specified period (usually 30 days) before the Government accepts the item. Language there will include acceptable downtime percentages or mean time between failure standards, or other factors to be used to determine when the equipment or software has satisfied the performance [test] period requirements.

g. If the delivered items (equipment, photography, report, etc.) do not meet the contract's inspection or acceptance requirements, immediately inform the Contracting Officer of this fact.

SAMPLE OF COR APPOINTMENT MEMORANDUMS

5. Invoices and Payment. Review contractor invoices for payment, and recommend approval or disapproval as directed by the Contracting Officer. If this contract is subject to the Prompt Payment Act, the Government must pay interest penalties if invoices are not paid on time. Interest penalties will be paid out of your program funds.

NOTE: CONTRACT PAYMENT PROCEDURES ARE NOT THE SAME AS YOU MAY HAVE PREVIOUSLY USED FOR SMALL PURCHASE ACTIONS. PLEASE FOLLOW CAREFULLY THE INSTRUCTIONS GIVEN BY YOUR CONTRACTING OFFICER REGARDING HANDLING OF INVOICES.

a. Partial/Final Payments. Immediately upon acceptance of item(s)/services, certify the invoice. Record on the invoice (1) the date goods were received (or services completed), and (2) the date accepted. All these dates are necessary in order for our finance office to compute the correct payment due date. Payment is due 30 days from the "constructive" acceptance date (seven days after receipt of goods, unless the contractor provides longer acceptance date) or the actual acceptance date, whichever occurs first. If the invoice is not received until after acceptance, payment is due 30 days after receipt of the invoice. If the invoice receipt date is not recorded, the invoice issue date is used to compute the payment due date.

b. Progress Payments. If progress payments are allowable under this contract, you are responsible for reviewing the invoice to determine if the work is progressing under the contract in accordance with the schedule. If you have any suspicion that the contract work is falling behind schedule or that the billings are running ahead of the work you must notify the Contracting Officer immediately. After you review and recommend approval of a progress voucher, the Contracting Officer must also review it and certify it for payment.

c. Interim Cost Vouchers. If this is a cost contract, the contractor is entitled to be reimbursed periodically for all reasonable costs incurred in performing the contract. You should review such vouchers to make sure charges are commensurate with observed performance. It is your responsibility to question or accept direct charges such as labor, materials, travel, etc. Alert the Contracting Officer if the billing includes material or equipment charges of undelivered items due at the work site. The Contracting Officer is responsible for verifying correctness of indirect rates, fringe benefits, and fees, if any. After you approve the voucher, return it to the Contracting Officer who will also approve and forward the voucher to the appropriate finance office.

6. Government Furnished Material, Equipment, Facilities (GFM)

a. You are not authorized to provide any Government-owned (or leased) equipment or supplies or use of Government space to the contractor, other than those specifically listed in the contract.

b. If a need arises to provide Government-furnished material (GFM) or facilities (other than any items already listed in the contract), promptly advise the Contracting Officer so that the contract can be modified to reflect this change in GFM and so any appropriate adjustments to the contract can be negotiated with the contractor.

SAMPLE OF COR APPOINTMENT MEMORANDUMS

c. If the contract provides (or is modified to provide) for the Government to furnish facilities, supplies or equipment for performance of work under the contract, it is your responsibility to ensure that such items are provided at the times and places stated in the contract, in satisfactory condition. You should keep a record of the date for received items and obtain a receipt of acknowledgement from the vendor. This document serves to protect both the Government (in event of a dispute with the contractor) and our custodial and accountable property officers (in the event the property is lost or damaged in the contractor's possession).

d. Do not furnish items of controlled property to a contractor without the knowledge and consent of both the accountable and custodial property officers and ensure that the item is listed in the contract.

e. During performance of the contract, it is your responsibility to monitor the contractor's use and care of any Government-furnished equipment or materials. If you believe the contractor is using the item for unauthorized purposes or is not providing adequate maintenance or security for the property, you have authority to bring your concerns to the contractor's attention. If the contractor does not agree to remedy the problem, or indicates that your requested action will delay or increase the cost of performance, refer the matter to the Contracting Officer.

f. If an item of controlled property is reported lost, stolen, or damaged by the contractor, or becomes worn out through normal wear and tear, you must make sure the action is reported to the Contracting Officer. You are also required to submit appropriate property report forms in accordance with established property management procedures.

g. You are responsible for receipt, inspection, and acceptance of any residual GFM (including all items of controlled property) when the contractor's work is completed. After its return, inspect the GFM and report any deficiencies to the Contracting Officer. Update controlled property records to reflect any additions, deletions, or changes to controlled property items and/or designated property officers.

h. Keep copies of all contract-related correspondence, including reports, invoices, internal memoranda, etc., for six (6) years after the final invoice is paid.

SAMPLE OF COR APPOINTMENT MEMORANDUMS

SAMPLE OF TERMINATION MEMORANDUM TO COR

Tailor to be specific to each contract and termination

Memorandum

From: Commanding General [insert command name]
To: Insert name of contracting office Representative Name
Subj: Termination of Appointment as Contracting Officer's
Representative (COR) for Contract (Enter #)

Your appointment as Contracting Officer's Representative contained in memorandum of appointment dated _____ is hereby terminated effective _____.

Date /s/ Contracting Officer

Receipt of this Termination of Appointment is acknowledged by the undersigned.

Date /s/

cc: contractor